

# City of Santa Clara

## Meeting Agenda

### Council and Authorities Concurrent Call and Notice of Special Meeting Santa Clara Stadium Authority



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**Tuesday, April 20, 2021**

**4:00 PM**

**Virtual Meeting**

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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](mailto:PublicComment@santaclaraca.gov)**

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority to commence and convene on April 20, 2021, at 4:00 pm for a Special Meeting to be held virtually, to consider the following matter(s) and to potentially take action with respect to them.

#### **4:00 PM CLOSED SESSION**

**Call to Order**

**Roll Call**

**Public Comment**

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

- 1.A 21-570** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105](#)
- 1.B 21-571** [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(4\) - Initiation of litigation](#)  
[Number of potential cases: 1](#)  
[Facts and Circumstances: Consideration of recommendations contained in the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau"](#)  
[\(Continued from April 6, 2021\)](#)
- 1.C 21-572** [Conference with Labor Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54957.6](#)  
[City representative: Deanna J. Santana, City Manager \(or designee\)](#)  
[Employee Organization\(s\):](#)  
[Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171](#)  
[Unit #2-Santa Clara Police Officer's Association](#)  
[Unit #3-IBEW Local 1245 \(International Brotherhood of Electrical Workers\)](#)  
[Unit #4-City of Santa Clara Professional Engineers](#)  
[Units #5, 7 & 8-City of Santa Clara Employees Association](#)  
[Unit #6-AFSCME Local 101 \(American Federation of State, County and Municipal Employees\)](#)  
[Unit #9-Miscellaneous Unclassified Management Employees](#)  
[Unit #9A-Unclassified Police Management Employees](#)  
[Unit #9B-Unclassified Fire Management Employees](#)  
[Unit #10-PSNSEA \(Public Safety Non-Sworn Employees Association\)](#)  
[\(Continued from April 6, 2021\)](#)

**Convene to Closed Session**

**6:00 PM COUNCIL REGULAR/SPECIAL STADIUM AUTHORITY MEETING**

*\*Open Session to begin at 6:00 PM or shortly thereafter*

**Pledge of Allegiance and Statement of Values**

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

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

2.     **21-596**     [Action to continue the Adoption of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission - Continued to May 25, 2021](#)

**Recommendation:** Continue the adoption of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission to May 25, 2021.

**SPECIAL ORDER OF BUSINESS**

- 3.A     **21-589**     [Recognition of the Islamic Month of Ramadan](#)
- 3.B     **21-5401**     [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.]*

- 4.A     **21-09**     [Board, Commissions and Committee Minutes](#)

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

Historical and Landmarks Commission - March 4, 2021  
Cultural Commission - March 1, 2021  
Youth Commission - March 9, 2021  
Governance and Ethics Committee - December 7, 2020  
Board of Library Trustees - March 1, 2021  
Bicycle and Pedestrian Advisory Committee - January 25, 2021  
Task Force on Diversity, Equity, and Inclusion - March 8, 2021

- 4.B 21-564** [Action on Council and Authorities Concurrent & Special Stadium Authority Meeting Minutes of February 9, 2021 and Santa Clara Stadium Authority & Special City Council Meeting of February 16, 2021](#)

**Recommendation:** Approve the Council and Authorities Concurrent & Special Stadium Authority Meeting Minutes of February 9, 2021 and Santa Clara Stadium Authority & Special City Council Meeting of February 16, 2021.

- 4.C 21-141** [Action on Bills and Claims Report \(CC, HA\) for the period February 20th, 2021 - March 19th, 2021](#)

**Recommendation:** Approve the list of Bills and Claims for February 20, 2021 - March 19, 2021.

- 4.D 21-484** [Action on Monthly Financial Status and Investment Reports for February 2021 and Approve Related Budget Amendments](#)

**Recommendation:** Note and file the Monthly Financial Status and Investment Reports for February 2021 as Presented and Approve Related Budget Amendments in various funds requiring five affirmative votes and consistent with **City Charter Section 1305**, "*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,*" as noted for each individual item in Attachment 3.

- 4.E 21-260** [Action on the Federal and State Income Tax Exempt Reporting for Fiscal Year 2019/2020](#)

**Recommendation:** Authorize the City Manager, or her designee, to file the 2019 Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) and the State of California Form 199 (Exempt Organization Annual Information Return) on behalf of the City of Santa Clara Public Facilities Financing Corporation.

4.F 21-513 [Agreement with CentralSquare Technologies, LLC for Enterprise Asset Management Software and Services](#)

- Recommendation:**
1. Authorize the City Manager to execute a Master Agreement with CentralSquare Technologies, LLC for Enterprise Asset Management Software and Services to provide professional services for software implementation and configuration for an initial five-year term starting on or around May 1, 2021 and ending on or around April 30, 2026, with maximum compensation not to exceed \$250,000, subject to the appropriation of funds;
  2. Authorize the City Manager to execute Purchase Orders with CentralSquare Technologies, LLC for ongoing software support and maintenance services at the rate of \$31,184 in year 1, subject to a maximum rate increase of 5% per year, for an estimated total of \$172,312, assuming 5% increases are exercised each year, subject to the annual appropriation of funds and the terms and conditions of the Master Agreement;
  3. Authorize the City Manager to execute Purchase Orders with CentralSquare Technologies, LLC for the purchase of additional concurrent software licenses as may be required (currently at \$2000 per license), and to adjust the rate for ongoing software support and maintenance services associated with the purchase of additional software licenses (currently at \$400 per license per year), subject to the appropriation of funds and the terms and conditions of the Master Agreement; and
  4. Authorize the City Manager to execute one-year renewals to extend the term of the Master Agreement after the initial five-year term as may be required, subject to the appropriation of funds.

**4.G 21-478** [Action on Amendment No. 1 to the Affordable Housing Agreement with LS-Santa Clara, LLC for the Project Located at 1433-1493 El Camino Real](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute Amendment No. 1 to the Affordable Housing Agreement with LS-Santa Clara, LLC, to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of four (4) Below Market Purchase homes within a 39-unit townhome project at 1433-1493 El Camino Real; and
  2. Authorize the recordation thereof.

**4.H 21-489** [Action on Loan Agreement with Allied Housing, Inc. for a Loan of up to \\$4,000,000 to Support the Construction of 80 Affordable Housing Units at 3333-3337 Kifer Road and Approve the Related Budget Amendment](#)

**Recommendation:** Alternative 1 and 2:

1. Adopt a resolution approving and authorizing the City Manager to negotiate and execute a Loan Agreement with Allied Housing, Inc. for a loan of up to \$4,000,000 to support the construction of 80 affordable housing units located at 3333-3337 Kifer Road; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and
2. Consistent with the City Charter Section 1305 “*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,*” approve the following FY 2020/21 budget amendments:
  - A. In the City Affordable Housing Fund, appropriate \$4,000,000 to the Kifer Senior Housing Project Loan and reduce the unrestricted ending fund balance by \$4,000,000 (**five affirmative Council votes required for the use of unused balances**).

4.I 21-328 [Action on an Agreement with Mott MacDonald Group, Inc. for Design Professional Services for the Storm Drain Slide Gate Rehabilitation Project and Related Budget Amendment](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement with Mott MacDonald Group, Inc. for the Storm Drain Slide Gate Rehabilitation Project in the amount not-to-exceed \$428,817;
  2. Authorize the City Manager to make minor modifications to the agreement, if needed; and
  3. Approve the following budget amendment in the Storm Drain Capital fund (five affirmative votes required, City Charter section 1305): Decrease the Laurelwood Pump Station Rehabilitation Project by \$50,000 and increase the Storm Drain Slide Gate Rehabilitation Project by \$50,000.

4.J 21-1162 [Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square](#)

- Recommendation:**
1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122;
  2. Set a hearing date of June 8, 2021 to approve the Director's Report FY 2021/22; and
  3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

4.K 21-1166 [Adoption of a Resolution of Intention for Santa Clara Convention Center Complex - Maintenance District No. 183](#)

- Recommendation:**
1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the Santa Clara Convention Center Complex Maintenance District No. 183;
  2. Set a hearing date of June 8, 2021 to approve the Director's Report FY 2021/22; and
  3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.



**4.L 21-161** [Action on a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2021-22](#)

**Recommendation:** 1. Adopt a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2021-22.

**4.M 21-456** [Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for March 8 - April 4, 2021](#)

**Recommendation:** Note and file the Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for March 8 - April 4, 2021.

**4.N 21-388** [Action on 2021 Senior Meal Program and Related Budget Amendment](#)

**Recommendation:** 1. Consistent with **City Charter Section 1305**, “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,” approve the following FY 2020/21 budget amendments:

- A. In the General Fund, decrease the Land Sale Reserve by \$130,000 and increase the transfer to the Other City Departments Operating Grant Trust Fund by \$130,000 (**five affirmative Council votes required for the use of unused balances**); and
- B. In the Other City Departments Operating Grant Trust Fund, recognize the transfer from the General Fund in the amount of \$130,000 and increase the COVID-19 Relief Program appropriation by \$130,000 (**five affirmative Council votes required to appropriate additional revenue**).

2. Authorize the City Manager to increase a purchase order with Levy Premium Foods by \$130,000 for a total of \$830,000 for the weekend senior meal program in response to COVID-19 pandemic.

**4.O Stadium Manager’s Request to Execute Agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for Electrical Maintenance and Repair Services**

**a. 21-404** [Request from the Stadium Manager for Authority to Execute Agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for Electrical Maintenance and Repair Services](#)

- b. 21-403 [Report from the Stadium Authority Regarding the Stadium Manager's Request to Execute Agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for Electrical Maintenance and Repair Services](#)

**Recommendation:** Alternatives 1 and 2

1. Approve the Stadium Manager's request for authority to execute an agreement with Bear Electrical Solutions, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager; and
2. Approve the Stadium Manager's request for authority to execute an agreement with Cupertino Electric, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

**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**

**STUDY SESSION**

5. 21-1156 [Patrick Henry Drive Specific Plan Study Session](#)

**PUBLIC HEARING/GENERAL BUSINESS**

6. 21-154 [Public Meeting on the Formation of the Santa Clara Tourism Improvement District and the Levy of Assessments on Affected Lodging Businesses](#)

**Recommendation:** Open public testimony to allow members of the public to provide comments on the formation of the Santa Clara Tourism Improvement District and the levy of assessments on affected lodging businesses.

7. 21-578 [Consideration of Silicon Valley Power Quarterly Strategic Plan Update \(Continued from April 6, 2021\)](#)

**Recommendation:** Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

8. 21-579 [Discussion on Consideration of the Sale of the Loylton Ranch Property \(Continued from April 6, 2021\)](#)

**Recommendation:** Staff has no recommendation and is seeking Council direction.

9. 21-563 [Action on a Written Petition submitted by Kirk Vartan Requesting Elected City Councilmembers be Required to Turn on Video during Virtual Council Meetings](#)

**Recommendation:** Staff makes no recommendation.

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

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

21-551 [Update on City Council and Stadium Authority Staff Referrals](#)

21-535 [Tentative Meeting Agenda Calendar \(TMAC\)](#)

### **ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, May 4, 2021 in the City Hall Council Chambers.

**MEETING DISCLOSURES**

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

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

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

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

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

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

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

## Agenda Report

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21-570

Agenda Date: 4/20/2021

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### SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105



# City of Santa Clara

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## Agenda Report

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21-571

Agenda Date: 4/20/2021

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### SUBJECT

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

Number of potential cases: 1

Facts and Circumstances: Consideration of recommendations contained in the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau"  
(Continued from April 6, 2021)



# City of Santa Clara

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

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21-572

Agenda Date: 4/20/2021

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### SUBJECT

Conference with Labor Negotiators (CC)  
Pursuant to Gov. Code § 54957.6  
City representative: Deanna J. Santana, City Manager (or designee)  
Employee Organization(s):  
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171  
Unit #2-Santa Clara Police Officer's Association  
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)  
Unit #4-City of Santa Clara Professional Engineers  
Units #5, 7 & 8-City of Santa Clara Employees Association  
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)  
Unit #9-Miscellaneous Unclassified Management Employees  
Unit #9A-Unclassified Police Management Employees  
Unit #9B-Unclassified Fire Management Employees  
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)  
(Continued from April 6, 2021)





# City of Santa Clara

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

21-596

Agenda Date: 4/20/2021

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### INFORMATIONAL REPORT TO COUNCIL

#### SUBJECT

Action to continue the Adoption of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission - Continued to May 25, 2021

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND & DISCUSSION

At the April 6, 2021 Council meeting, proposed Ordinance No. 2030 was introduced for the purpose of publication.

Staff is reviewing questions posed by Council at the April 6, 2021 Council and Authorities Concurrent meeting. To provide sufficient time for this review, the adoption of Ordinance No. 2030 is being recommended for continuance to May 25, 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(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 impact 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).

A summary of proposed Ordinance No. 2030 was published to the Santa Clara Weekly April 14, 2021, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

**RECOMMENDATION**

Continue the adoption of Ordinance No. 2030 to reinstate the International Exchange Commission, and amend the powers, functions, and duties of the Cultural Commission to May 25, 2021.

Reviewed by: Robyn Sahid, Assistant to the City Manager

Approved by: Deanna J. Santana, Executive Director



# City of Santa Clara

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Santa Clara, CA 95050  
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## Agenda Report

21-589

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Recognition of the Islamic Month of Ramadan

#### BACKGROUND

Ramadan is the holy month of fasting and spiritual renewal for Muslims worldwide, and is the 9th month of the Muslim calendar year. This month is observed with fasting, increased prayer, and faithful intention. This year the first day of Ramadan is April 13, 2021.

#### DISCUSSION

At the April 20, 2021 City Council meeting, the Santa Clara City Council will commemorate and honor the month of Ramadan by presenting local Muslim community leaders with a Certificate of Special Mayoral Recognition.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

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

Approved by: Deanna J. Santana, City Manager



# City of Santa Clara

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Santa Clara, CA 95050  
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## Agenda Report

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21-5401

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency



# City of Santa Clara

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## Agenda Report

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21-09

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Historical and Landmarks Commission - March 4, 2021

Cultural Commission - March 1, 2021

Youth Commission - March 9, 2021

Governance and Ethics Committee - December 7, 2020

Board of Library Trustees - March 1, 2021

Bicycle and Pedestrian Advisory Committee - January 25, 2021

Task Force on Diversity, Equity, and Inclusion - March 8, 2021



# City of Santa Clara

## Meeting Minutes

### Historical & Landmarks Commission

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03/04/2021

6:00 PM

Virtual Meeting

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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 the following method for the public to participate remotely:

- Via Zoom:

o <https://santaclaraca.zoom.us/j/97233262035> or o Phone: 1 (669) 900-6833

Webinar ID: 972 3326 2035

Public Comments prior to meeting may be submitted via email to [PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov) no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email. Historical and Landmarks Commissioners and Staff Liaison will be participating remotely.

#### PUBLIC PARTICIPATION IN ZOOM WEBINAR:

Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, you may leave the meeting.

## CALL TO ORDER AND ROLL CALL

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

**Commissioner Celso** joined the meeting at 6:05 p.m. **Commissioner Estes** joined the meeting at 6:08 p.m.

**Commissioner Celso** informed the Commission that he would need to leave the meeting at 8 p.m. due to being a disaster service worker.

**Present** 7 - Chair Patricia Leung, Vice Chair Stephen Estes, Commissioner J.L. "Spike" Standifer, Commissioner Ana Vargas-Smith, Commissioner Michael Celso, Commissioner Megan Swartzwelder, and Commissioner Kathleen Romano

## CONSENT CALENDAR

1.A [21-319](#) Historical and Landmarks Commission Minutes of February 4, 2021

**Recommendation:** Approve the Historical and Landmarks Commission Minutes of February 4, 2021.

**Commissioner Celso** and **Commissioner Swartzwelder** abstained from voting due to their absence at the February 4, 2021 meeting.

**A motion was made by Commissioner Estes, seconded by Commissioner Vargas-Smith to approve staff recommendation.**

**Aye:** 5 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, and Commissioner Romano

**Abstained:** 2 - Commissioner Celso, and Commissioner Swartzwelder

## PUBLIC PRESENTATIONS

None.

## GENERAL BUSINESS

2. [21-318](#) Study Session: Ralph M. Brown Act

**Assistant City Attorney Alexander Abbe** provided a PowerPoint presentation. The Commission asked clarifying questions regarding the difference between ad hoc and standing subcommittee meetings and social media interactions.

3. [21-264](#) Public Hearing: Consideration of an Architectural Review of a proposed addition at a property located at 1772 Main Street that is within 200 feet of a Historic Resource

**Recommendation:** Recommend that the Historical and Landmarks Commission finds that the proposed project located at 1772 Main Street does not destroy or have a significant adverse effect on the integrity of the designated property across the street; that the alterations are compatible with the existing structure and its setting in the Old Quad neighborhood, and recommend approval at the Development Review Hearing subject to the conditions of approval.

**Associate Planner Nimisha Agrawal** provided the staff presentation. **Applicant Azadeh Masrour** provided an overview of the proposal and stated the intended use of the ADU.

**Historical and Landmarks Commission Architectural Advisor Craig Mineweaser** shared a letter with his comments. **Applicant Guillermo Segura** shared his concerns. **Staff Liaison Rebecca Bustos** explained that the property was potentially historic.

**Public Speaker(s):** Bud Meacham  
Bev Hromec

**A motion was made by Commissioner Estes, seconded by Commissioner Vargas-Smith to close public hearing.**

**Aye:** 7 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

The Commission discussed the proposed design and directed staff to work with the applicants and **Historical and Landmarks Commission Architectural Advisor Craig Mineweaser** to update the design, including detaching the garage and repositioning it at the rear of the property.

**A motion was made by Commissioner Estes, seconded by Commissioner Standifer to continue Item 3 to the April 1, 2021 meeting.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Swartzwelder, and Commissioner Romano

**Absent:** 1 - Commissioner Celso



4. [21-320](#) Public Hearing: Consideration of a request for a plaque for the property at 1415 Benton Street

**Recommendation:** Approve a modified bronze plaque circa 1895 for the property located at 1415 Benton Street, and allocate funds to cover the cost of the plaque in the amount of approximately \$200.00.

**Staff Liaison Rebecca Bustos** presented the homeowners' request for a plaque and stated that the applicant had shared in advance that they would not be able to attend.

Public Speaker(s): **Bev Hromec**

**A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Romano to close public hearing.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Swartzwelder, and Commissioner Romano

**Absent:** 1 - Commissioner Celso

**A motion was made by Commissioner Romano, seconded by Commissioner Vargas-Smith to approve staff recommendation.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Swartzwelder, and Commissioner Romano

**Absent:** 1 - Commissioner Celso

#### **STAFF REPORT**

1. Berryessa Adobe Maintenance

**Staff Liaison Rebecca Bustos** updated the Commission that the property assessment report is still being worked on.

#### **COMMISSIONERS REPORT**

1. Subcommittee Reporting - 20 minutes

Commissioners present reported on subcommittee activities.

2. Board and Committee Assignments - 15 minutes

Commissioners present reported on assignments.

3. Announcements and Other Items - 10 minutes

None.

4. Commissioner Travel and Training Requests - 10 minutes

None.

**ADJOURNMENT**

**A motion was made by Commissioner Romano, seconded by Commissioner Standifer to adjourn the meeting.**

**The meeting adjourned at 8:56 p.m.**

**The next regular scheduled meeting is on Thursday, April 1, 2021 at 6 p.m.**

**Aye:** 6 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Swartzwelder, and Commissioner Romano

**Absent:** 1 - Commissioner Celso

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# City of Santa Clara

## Meeting Minutes

### Cultural Commission

03/01/2021

7:00 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:

<https://santaclaraca.zoom.us/j/98272283531>

Webinar ID: 982 7228 3531

Or join by phone: 1 669 900 6833

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

#### CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Samara at 7:01 P.M.

**Present** 6 - Chair Louis Samara, Commissioner Niha Mathur, Commissioner Debra von Huene, Commissioner Candida Diaz, Vice Chair Jonathan Marinaro, and Commissioner Teresa Sulcer

**Absent** 1 - Commissioner Harbir Bhatia

#### CONSENT CALENDAR

1.A [21-58](#) Cultural Commission Regular Meeting Minutes of February 1, 2021

**Recommendation:** Approve the Cultural Commission Regular Meeting Minutes of February 1, 2021.

**A motion was made by Commissioner Diaz, seconded by Commissioner Mathur, that this item be adopted. The motion passed with the following vote:**

**Aye:** 5 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Commissioner Sulcer

**Absent:** 1 - Commissioner Bhatia

**Abstained:** 1 - Vice Chair Marinaro

## **PUBLIC PRESENTATIONS**

None.

## **GENERAL BUSINESS**

2. [21-265](#) Cultural Commission Work Plan FY2020/21 Goals and Activities

**Recommendation:** Provide status reports on the FY 2020/21 Cultural Commission work plan goals and activities.

The commission discussed the work plan goals and reported on the progress made in each area.

Goal #2-Commissioner von Huene gave a presentation on the 2021 Surviving Covid Pocket Exhibition, and shared her progress. She mentioned she is working on the Sculpture Exhibition video. Artist agreement has been approved and staff will send out to the artists. She also gave a budget update.

Commissioner Mathur gave an update to the Park Map.

Commissioner Diaz gave a presentation on the Utility Box project, and shared her progress. Theme is Solidarity, Resilience, and Hope. There will be 6 boxes for 2021. She researched referral insurance companies. Staff will research 2 alternative utility boxes.

Goal # 3-Commissioner Sulcer provided an update about the Lunar New Year video that went out. She will work on increasing social media presence.

Vice Chair Marinaro mentioned the Woman's History month. He mentioned the coloring book project.

**A motion was made by Commissioner von Huene, seconded by Commissioner Mathur to approve the proposal for the 2021 Surviving Covid "Pocket Exhibition".**

**Aye:** 6 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

**Absent:** 1 - Commissioner Bhatia

3. [21-268](#) Consider a recommendation to Council for the City to apply for a National Endowment of the Arts grant to fund the potential Development of a Citywide Arts Master Plan

**Recommendation:** Staff has no recommendation.

**A motion was made by Chair Samara, seconded by Vice Chair Marinaro to consider a recommendation to Council for the City to apply for a National Endowment of the Arts grant to fund the potential Development of a Citywide Arts Master Plan.**

**Aye:** 6 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

**Absent:** 1 - Commissioner Bhatia

4. [21-324](#) Reinstatement of the International Exchange Commission (IEC)

**Recommendation:** Note and file this report on the reinstatement of the International Exchange Commission.

Staff provided an overview of the Reinstatement of the International Exchange Commission and addressed Commission questions. No action occurred as the discussion was for informational purposes only.

### **STAFF REPORT**

None.

### **COMMISSIONERS REPORT**

**Commissioner von Huene** will be attending the Economic Development Communications and Marketing Committee meeting on March 3. She reported there will be a South Bay Regional Conversation on March 26, hosted by SJ Arts Advocates, co hosted by Silicon Valley Creates. Registration is on Facebook if anyone is interested, she will share.

### **ADJOURNMENT**

**A motion was made by Commissioner Diaz, seconded by Commissioner Marinaro, that the meeting be adjourned at 8:10 P.M.**

**Aye:** 6 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

**Absent:** 1 - Commissioner Bhatia

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# City of Santa Clara

## Meeting Minutes Youth Commission

03/09/2021

6:00 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/92321902667>

Meeting ID: 923 2190 2667 or

o Phone: 1(669) 900-6833

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

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

**Chair Suresh** called the meeting to order at 6:03 p.m.

**Present** 15 - Commissioner Aarav Gupta , Commissioner Ahmad Ismail, Commissioner Jasmine Kelly-Tanti, Commissioner Khadeejah Khan, Commissioner Rajvi Khanjan Shroff, Vice Chair Adrienne Krivokapic-Zhou , Commissioner Colin Lim , Commissioner Riya Mehta, Commissioner Kayla Phan, Commissioner Palak Parikh , Commissioner Sarah Zuo, Commissioner Kavya Sriram , Chair Smrithi Suresh , Commissioner Natasha Yen , and Commissioner Amy Zuo

### **CONSENT CALENDAR**

1.A [21-329](#) Youth Commission Minutes of February 9, 2021

**Recommendation:** Approve the Youth Commission Minutes of February 9, 2021.

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



**Aye:** 15 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Commissioner Khan, Commissioner Shroff, Vice Chair Krivokapic-Zhou, Commissioner Lim, Commissioner Mehta, Commissioner Phan, Commissioner Parikh, Commissioner Zuo, Commissioner Sriram, Chair Suresh, Commissioner Yen, and Commissioner Zuo

## **PUBLIC PRESENTATIONS**

None

## **GENERAL BUSINESS**

### **2. [21-330](#) Youth Commission Committee Reports on Work Plan Goals**

Environmentalism Committee: Committee members shared that responsibilities for the virtual conference would be assigned to include: keynote speaker, workshop presenters, mentors/room monitors, securing raffle prizes/giveaways, marketing and promotion, and technical support for Zoom. This committee will also begin meeting on a regular basis to provide progress reports on the organization of the conference scheduled for Saturday, April 17, 2021.

Health & Wellness Committee: Jon Kawada, Staff Liaison, shared that Kaiser Permanente would be coordinating a speaker for the April 6, 2021 monthly meeting. The speaker has been asked to share updates on COVID-19 including reliable sources of COVID-19 information, status and explanation of available vaccines, and suggestions for maintaining mental and physical health.

Public Outreach: Committee members provided information on their intent to create a week of social media posts highlight Women's History Month, continuation of Fast Fact Friday posts, and preparing to support committees on their promotion efforts.

**STAFF REPORT**

Amy Cote, Librarian, introduced Rachel Hughes as the new Library contact person. Rachel will be working with the Youth Commission by attending monthly meetings, providing information and updates on pertinent Library activities, and continuing to foster the working relationship between the two groups.

Gayle Ichiho, Recreation Supervisor, shared Parks & Recreation Department updates including upcoming spring classes, updated hours for Mission Cemetery and Skate Park, and the preparation of Reed and Grant Sports Park welcoming users to the facility. Lucky the Leprechan, a free activity encouraging the public to visit recently rehabilitated parks and playgrounds, also launched. For more information on City of Santa Clara programs and activities, visit [www.SantaClaraCA.gov](http://www.SantaClaraCA.gov).

**COMMISSIONERS REPORT**

**Commissioner Yen** and **Lim** attended the fifth annual Students for Green High Schools conference, held virtually, on Saturday, February 13, 2021. The commissioners were able to attend sessions to learn what their peers in the Bay Area are doing to improve the environment through their clubs and organizations. **Commissioner Yen** also assessed certain elements to potentially integrate into the commission's own upcoming conference.

**ADJOURNMENT**

**A motion was made by Chair Suresh, seconded by Vice Chair Krivokapic-Zhou, that this meeting be adjourned at 6:43 p.m.**

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# City of Santa Clara

## Meeting Minutes

### Governance and Ethics Committee

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12/07/2020

3:00 PM

Virtual Meeting

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#### CALL TO ORDER AND ROLL CALL

Chair Teresa O'Neill called the meeting to order at 3:01 p.m.

**Present** 3 - Chair Teresa O'Neill, Member Lisa M. Gillmor, and Member Kathy Watanabe

#### CONSENT CALENDAR

1. [20-995](#) Governance and Ethics Committee Minutes of September 14, 2020

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee approve the September 14, 2020 meeting minutes.**

**Aye:** 3 - Chair O'Neill, Member Gillmor, and Member Watanabe

#### PUBLIC PRESENTATIONS

None.

#### GENERAL BUSINESS

2. [20-993](#) Action on Parks & Recreation Commission Recommendation to Name the New Public Park located at 1205 Coleman Avenue (Gateway Crossings) as “Zahra Billoo Park”

**Director of Parks and Recreation Jim Teixeira gave a presentation on the Parks and Recreation Commission’s recommendation to name the new public park. Chair O’Neill acknowledged that she had received correspondence with concerns on the process to achieve the admirable goal of recognizing a more diverse group of people. Chair O’Neill suggested tabling the item and having the Task Force on Diversity, Equity, and Inclusion (Task Force) help with updating the policy guidelines to be more inclusive. Member Watanabe commented she was in support of Chair O’Neill’s suggestion. Member Gillmor also agreed that referring this policy is in line with the Task Force’s goals to update City policies to be more inclusive and to promote diversity.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee table the consideration of the naming proposals (Items 2 and 3) and refer the review of Council Policy 035 (“Naming of Facilities”) to the Task Force for their review and input on possible amendments to the policy.**

**Aye:** 3 - Chair O’Neill, Member Gillmor, and Member Watanabe

3. [20-1082](#) Action on Parks & Recreation Commission Recommendation to Name the New Public Park located adjacent to the 2343 Calle Del Mundo Residential Project as “Calle del Mundo Park”.

**This item was tabled as part of the motion made under Item 2.**

4. [20-312](#) Review Council Policy 020 Proclamations for Possible Recommendation to City Council

**Staff Analyst Genevieve Yip reported that policies of neighboring cities and cities of similar population size (e.g., Cities of San Jose, Sunnyvale, Fremont, and San Ramon) were used as benchmarks on how to process requests for proclamations, commendations, and certificates of recognition (e.g., criteria, procedures). She also went over the proposed amendments to Council Policy 020 (“Proclamations”), which was updated to expand on the current policy for proclamation requests and to include the policy, procedure, and criteria for commendation and certificates of recognition requests.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee approve staff’s recommendation and refer the resolution to adopt the amended version of Council Policy 020 to the full City Council for final approval.**

**Aye:** 3 - Chair O’Neill, Member Gillmor, and Member Watanabe

5. [20-994](#) Referral from September 29, 2020 Council Meeting on Citywide Board and Commission Workplan Process

**City Manager Deanna J. Santana introduced the item. The Committee members discussed the referral from September 29, 2020 and provided clarification that the intent of having an annual workplan review process was to ensure adequate staff support for workplan items considering the City’s limited staff capacity and to ensure alignment with Council goals and priorities. Member Gillmor commented that this enables the Boards and Commissions, as a whole, to develop a workplan together and align their goals. Chair O’Neill commented that only certain Boards and Commissions have provided workplans for review in the past and that it would be beneficial for all to submit their workplans to better manage staff resources and to ensure alignment with Council priorities.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee send the approval of an annual review process for Board and Commission workplans, with the Committee’s clarification provided, to the full City Council for consideration.**

**Aye:** 3 - Chair O’Neill, Member Gillmor, and Member Watanabe

6. [20-907](#) Review Reinstatement of International Exchange Commission (IEC) for Possible Recommendation to the City Council

**Assistant to the City Manager Robyn Sahid provided an overview of several considerations related to the reinstatement of the International Exchange Commission (IEC). Member Gillmor commented that while the IEC meetings would be postponed until after COVID-19 travel restrictions were lifted, staff could start the process of establishing the infrastructure by first forwarding the ordinance to reinstate the IEC.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee approve forwarding the proposed ordinance to reinstate the IEC to the full City Council for consideration, referencing the postponement of IEC meetings until COVID-19 travel and event restrictions are lifted and travel can safely be planned.**

**Aye:** 3 - Chair O'Neill, Member Gillmor, and Member Watanabe

7. [20-991](#) Formalization of the Bicycle and Pedestrian Advisory Committee

**Director of Public Works Craig Mobeck reported that, following the Committee's direction at its September 14 meeting, staff sought input from BPAC on the formalization of the Committee. He further reported that BPAC formed a subcommittee to review the proposed changes to the City Code and BPAC Policy Guidelines. Director Mobeck recommended that the consideration of the proposed City Code amendments and revisions to BPAC Policy Guidelines be deferred until after the BPAC and staff have received the BPAC subcommittee's report on governance.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee accept staff's recommendation for deferral and direct staff to return to the Committee in March 2021 for further updates.**

**Aye:** 3 - Chair O'Neill, Member Gillmor, and Member Watanabe

8. [20-992](#) Discussion and Consideration of the City's Housing Commission

**Assistant to the City Manager Jonathan Veach reported that the Housing Rehabilitation Loan Committee (HRLC) provided their input on possible changes to the Committee's responsibilities and scope, as well as on a potential commission name change at their November 12, 2020 meeting. Assistant to the City Manager Veach further reported that the proposed restructured and renamed commission (Housing Commission) would include advisory functions related to the administration of the City's Federal entitlement grants and programs, which include neighborhood enhancement, homeless programs, and public service grants.**

**It was moved by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee approve the restructuring and renaming of the HRLC and direct staff to bring an ordinance formalizing the Housing Commission for full Council consideration.**

**Aye:** 3 - Chair O'Neill, Member Gillmor, and Member Watanabe

9. [20-1265](#) Update on Task Force on Diversity, Equity, and Inclusion

**City Manager Deanna J. Santana introduced the item and reported that, during the initial Council approval of the Task Force on September 29th, it was noted that additional appropriations for resources would be brought back to City Council for consideration. City Manager Santana reported on resource needs associated with the Task Force to date and that, due to the COVID-19 induced budget deficit and discretionary expenditures already assigned to COVID-19 programmatic support and budget deficit relief, absorbing expenditures is not a reliable strategy for these efforts. This report was for information and advisement and staff will submit a budget amendment to fund the Task Force at the appropriate time.**



**COMMITTEE MEMBERS REPORT**

Member Gillmor announced that it was Chair O'Neill's last meeting and thanked her for championing the establishment of the Governance and Ethics Committee (formerly the "Governance Committee"), highlighting the Committee's accomplishments under her leadership, including the Calendar Ordinance, Dark Money Ordinance, and her overall impact on how the Council governs.

Member Watanabe also commented on Chair O'Neill's impact at the Committee level and on the Council, thanking her for her years of service.

City Manager Santana thanked Chair O'Neill for her years of service to the community, highlighting her foresight and strategic vision to develop the Governance and Ethics Committee.

City Attorney Brian Doyle commented that Chair O'Neill has been an extreme asset to the Committee and the City and thanked her for having the opportunity to work together.

Chair O'Neill thanked staff and commented that it had been a pleasure to serve.

**ADJOURNMENT**

The meeting was adjourned at 4:30 p.m.



# City of Santa Clara

## Meeting Minutes

### Bicycle & Pedestrian Advisory Committee

01/25/2021

4:00 PM

Zoom 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:

<https://santaclaraca.zoom.us/j/95582744643>

Meeting ID: 955 8274 4643 or

Phone: 1 (669) 900-6833

#### 1. CALL TO ORDER AND ROLL CALL

**Chair Hardy called the meeting to order at 4:18 PM.**

**Present** 9 - Chair Karen Hardy, Member Lloyd Cha, Member Atisha Varshney, Member Diane Harrison, Member Bruce Donoghue, Member Thomas Granvold, Member Don Sterk, Member Betsy Megas, and Member Yury Perzov

#### 2. PUBLIC PRESENTATIONS

**Video [00:01:50]**

**Mr. Kratz** expressed his opposition to the December 10, 2020 membership voting process.

[21-240](#)

Public Presentations Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Mr. Hosler** requested to remove fencing on Saratoga Creek pedestrian bridge.

#### 3. CONSENT CALENDAR

- A. [21-1321](#) Bicycle and Pedestrian Advisory Committee Meeting Minutes of December 10, 2020 (Hardy)

**Attachments:** [BPAC Meeting Minutes, December 10, 2020](#)

**Video [00:06:35]**

**A motion was made by Member Perzov, seconded by Member Sterk, to approve the December 10, 2020 meeting minutes as amended.**

**The motion carried by the following vote:**

**Aye:** 7 - Chair Hardy, Member Harrison, Member Donoghue, Member Granvold, Member Sterk, Member Megas, and Member Perzov

**Abstained:** 2 - Member Cha, and Member Varshney

#### **4. REPORTS FOR COMMITTEE INFORMATION**

- A. Follow-up Items from Previous Meetings (Liw)

**Video [00:19:45]**

**Mr. Liw** welcomed new members and noted that updates to the plans for Annual Street Maintenance and Rehabilitation Project regarding bicycle facilities will be brought back to the Committee in March.

**Mr. Yee** noted that there have been some recent changes to the number of bicycle parking facilities required for new development and staff would like to bring this item back to the Committee possibly in March also.

- [21-238](#) Follow-up Items from Previous Meetings Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Member Donoghue's** comments on some agenda item topics.

- B. Santa Clara P. D. Update (Cusimano)

**Video [0:27:20]**

**Officer Cusimano** updated the Committee on recent collisions involving pedestrians and bicyclists which occurred between July 2020 through the end of the year. Committee members expressed interest in creating a subcommittee to enhance collision reports with bicycle related information.

- [21-237](#) Santa Clara P. D. Update Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Officer Cusimano's** collision report.

C. VTA BPAC Update (Megas)

**Video [0:36:00]**

**Member Megas** provided an update on recent VTA BPAC meeting agenda items of interest to the Committee.

[21-239](#) VTA BPAC Update Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Member Megas'** notes on recent VTA BPAC meeting agenda items.

D. Brown Act Training Discussion (Arellano)

**Video [00:45:00]**

**Mr. Arellano** provided a presentation on the Brown Act.

[21-241](#) Brown Act Training Discussion Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Mr. Arellano's** presentation.

E. [21-1324](#) Membership Duties and Responsibilities (Shariat)

**Attachments:** [2014 BPAC Policy Guidelines](#)

**Video [01:40:10]**

**Ms. Shariat** provided a presentation on existing BPAC Policy Guidelines.

F. [21-1330](#) Striping Unmarked Crosswalks (Yee)

**Attachments:** [Annual Work Plan Topic Request Form](#)

[FHWA "Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations" excerpts](#)  
[NCHRP 562 "Improving Pedestrian Safety at Unsignalized Crossings" excerpts](#)  
[FHWA "Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations" excerpts](#)

**Video [01:44:50]**

**Mr. Yee** gave a presentation regarding the process staff uses to warrant the striping of crosswalks.

G. [21-1334](#) Santa Clara Bicycle Story Map (Shariat)

**Attachments:** [Annual Work Plan Topic Request Form](#)  
[Story Map Example](#)  
[Additional Information Example](#)  
[Recommended and Existing Bikeways](#)

**Video [02:22:40]**

**Ms. Shariat** showed examples of what a Santa Clara bicycle story map could look like based on existing story maps on the City of Santa Clara website.

Committee members expressed interest in creating a subcommittee to assist with this effort.

H. [21-27](#) El Camino Real Temporary Bicycle Lanes (Shariat)

**Attachments:** [Annual Work Plan Topic Request Form](#)  
[ROW Alternative for El Camino Real Specific Plan](#)

**Video [02:52:55]**

**Ms. Shariat** led a discussion on the proposal to install temporary bike lanes on El Camino Real. It was advised that the BPAC comment on the DEIR for the El Camino Real Specific Plan and support the action to install bike lanes along the corridor.

I. [21-1331](#) Revisit Recommendations from Bike Plan (Shariat)

**Attachments:** [Annual Work Plan Topic Request Form \(Kratz\)](#)  
[Annual Work Plan Topic Request Form \(Sterk\)](#)  
[2018 Bicycle Plan Update - Priority Projects Status Report](#)  
[2018 Bicycle Plan Update - Programs Status Report](#)

**Video [03:26:35]**

**Ms. Shariat** highlighted the progress made to date on the projects, programs, and objectives contained within the current bike plan.

J. [21-1323](#) Grant Activity (Shariat)

**Attachments:** [Grant Activity](#)

**Video [03:53:60]**

**Ms. Shariat** provided an update on recent grant related activity.

K. [21-1327](#) Additional Funding Sources for Bike and Pedestrian Projects (Yee)

**Attachments:** [Letter from Member Kratz](#)

[December 2020 report on Additional Funding Sources for Bike and Pedestrian Projects](#)

**Video [04:07:30]**

**Mr. Yee** provided list of potential grant funding sources that staff considers for implementing bicycle and pedestrian projects.

## **5. REPORTS FOR COMMITTEE ACTION**

A. [21-1332](#) Update on Governance Item/Revise BPAC Bylaws (Liw)

**Attachments:** [Annual Work Plan Topic Request Form – BPAC Bylaws](#)

[October 26, 2020 BPAC Report on Governance](#)

[December 7, 2020 Governance and Ethics Committee Report on BPAC Governance](#)

[December 10, 2020 BPAC Subcommittee Report on Governance](#)

[Recommended City Code Amendment](#)

[Recommended BPAC Policy Guidelines Amendment](#)

**Video [04:32:00]**

**Mr. Liw** and **Mr. Yee** presented recommendations for the Governance Committee to consider regarding the BPAC.

**A motion was made by Member Granvold, seconded by Member Harrison, to approve staff's recommendations with the following conditions:**

- 1. The BPAC elects its own chair**
- 2. Members must either live or work in Santa Clara**
- 3. The number of meetings per year be increased to a minimum of eight. Twelve meetings per year is preferred.**

**Member Cha offered friendly amendment: BPAC elects it's own members with City Council approval. The amendment was accepted.**

**Member Varshney offered second friendly amendment: Members can be non-citizens.**

**The amendment was accepted.**

**The motion carried by the following vote:**

**Aye:** 7 - Member Cha, Member Varshney, Member Harrison, Member Granvold, Member Sterk, Member Megas, and Member Perzov

**Nay:** 1 - Member Donoghue

**Abstained:** 1 - Chair Hardy

**B.** [21-1336](#) Transportation Fund for Clean Air Funding Recommendations (Yee)

**Attachments:** [Map of Recommended Projects for TFCA FY 2021/22 Funding Cycle](#)

**Video [05:16:50]**

**Mr. Yee** presented the Committee with staff's recommendations for TFCA funding for the current grant cycle. The recommendation was to apply for streets considered to be repaved in 2022, which included Mission College Boulevard, Lafayette Street, and Scott Boulevard.

**A motion was made by Member Granvold, seconded by Member Varshney, to approve staff's recommendation for the use of TFCA funds. The motion carried by the following vote:**

**Aye:** 9 - Chair Hardy, Member Cha, Member Varshney, Member Harrison, Member Donoghue, Member Granvold, Member Sterk, Member Megas, and Member Perzov

**C.** [21-1337](#) Transportation Development Act Funding Recommendations (Yee)

**Attachments:** [Pages from 2019 Pedestrian Master Plan](#)

**Video [05:18:35]**

**Mr. Yee** presented the Committee with staff's recommendations for TDA funding for the current grant cycle. The recommendation contained 2 potential projects: 1. Install LED lighting over crosswalks at signals, 2. Upgrade curb ramps at various locations.

**A motion was made by Member Varshney, seconded by Member Sterk, to approve staff's recommendation for the use of TDA funds to install LED lighting over crosswalks at traffic signals. The motion carried by the following vote:**

**Aye:** 8 - Member Cha, Member Varshney, Member Harrison, Member Donoghue, Member Granvold, Member Sterk, Member Megas, and Member Perzov

**Nay:** 1 - Chair Hardy

## **6. AGENDA ITEMS FOR FUTURE MEETINGS**

### **Video [05:28:15]**

Members Donoghue, Varshney, Perzov, and Sterk volunteered for a subcommittee for the police collision report effort.

Members Perzov, Megas, Cha, and Varshney volunteered for a subcommittee for the Bicycle Story Map effort.

[21-242](#)

Agenda Items for Future Meetings Post Meeting Material

**Attachments:** [Post Meeting Material](#)

**Member Harrison's** five Annual Work Plan Topic Request items.

## **7. ANNOUNCEMENTS**

### **Video [05:30:50]**

A. **Chair Hardy** reminded the Committee that the City Council will be having their "Priority Meetings" on February 1st and 2nd. Committee members were encouraged to attend.

## **8. ADJOURNMENT**

**At 9:53 p.m. a motion was made by Member Sterk, seconded by Member Perzov, that the meeting be Adjourned. The motion carried by the following vote:**

**Aye:** 9 - Chair Hardy, Member Cha, Member Varshney, Member Harrison, Member Donoghue, Member Granvold, Member Sterk, Member Megas, and Member Perzov

The next regular scheduled meeting is on Monday, March 22, 2021 at 4:00PM.

## **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.

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

## Meeting Minutes

### Board of Library Trustees

03/01/2021

6:00 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://zoom.us/j/96309770871>

Webinar ID: 963 0977 0871 or

- o Phone: 1(669) 900-6833

**PUBLIC PARTICIPATION IN ZOOM WEBINAR:** Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

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

**Chair Ricossa** called the meeting to order at 6:02 PM.

**Present** 4 - Trustee Leone Broughman, Trustee Debbie Tryforos, Vice Chair Jan Hintermeister, and Chair Stephen Ricossa

#### **CONSENT CALENDAR**

- 1.A [21-305](#) Action on the Meeting Minutes of December 7, 2020

**Recommendation:** Approve the Meeting Minutes of December 7, 2020.

**A motion was made by Trustee Hintermeister, seconded by Trustee Tryforos, to approve the meeting minutes of December 7, 2020.**

**Aye:** 4 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, and Chair Ricossa

- 1.B [21-340](#) Board of Library Trustees Minutes of February 8, 2021

**Recommendation:** Approve February 8, 2021 meeting minutes.

**A motion was made by Trustee Broughman, seconded by Trustee Tryforos, to approve the meeting minutes of February 8, 2020.**

**Aye:** 4 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, and Chair Ricossa

## **PUBLIC PRESENTATIONS**

None.

## **GENERAL BUSINESS**

## **STAFF REPORT**

2. [21-346](#) Informational Report on the Recruitment Process for the City Librarian Position

**Recommendation:** This item is for information only; no action is required at this time.

**Acting City Librarian Bojorquez** described the City Librarian recruitment process to the **Board of Library Trustees (the Board)**. A timeline of that process was provided. A draft of the City Librarian recruitment brochure was shared with **the Board**. The brochure includes the desired attributes discussed and recommended by **the Board** in the March 9, 2020 and November 2, 2020 meetings.

**Trustee Broughman** asked to hear feedback from Library staff about the recruitment brochure and desired attributes of the new City Librarian. **Acting City Librarian Bojorquez** noted the recruitment brochure was shared with staff for their feedback. Comments from Library staff about the new City Librarian position will be provided to **the Board** during the April 5, 2021 meeting.

At the April 5, 2021 meeting, **the Board** is asked to provide potential areas of interest for upcoming panel interviews of City Librarian candidates. The potential questions suggested by **the Board** during the March 9, 2020 meeting can be reiterated at that time.

**Chair Ricossa** noted that all the attributes proposed by the Board were described as "desired" rather than "required" in the recruitment brochure. This was confirmed by **Director of Human Resources, Aracely Azevedo**.

**Trustee Broughman** asked if the requirement for a Masters Degree in Information and Library Science was removed for all librarian positions in the Santa Clara City Library. **Director of Human Resources Azevedo** will return with the requested information during the April 5, 2021 meeting.

**Acting City Librarian Bojorquez** described the process through which the City Librarian classification was changed and unanimously passed by the **City Council** last year.

**Vice Chair Hintermeister** noted the brochure captured the desired attributes the Board had asked for, but did not specify many requirements. **Director of Human Resources Azevedo** explained how required and desired attributes would be considered during the interview process.

**Trustee Broughman** recalled past City Librarian recruitments having more specific requirements.

**Acting City Librarian Bojorquez** noted the **City Manager, Deanna Santana**, will consider including **Chair Ricossa** on the panel for City Librarian candidate interviews.

**Chair Ricossa** asked that a discussion of interview questions to be added to the April 5, 2021 agenda.

**Public Speaker(s):** Teresa O'Neill

3. [21-361](#) Verbal Report on Library Programs and Activities

**Recommendation:** Note and file the monthly update on Library activities.

**Acting City Librarian Bojorquez** presented information regarding library staff, upcoming programs and other items of interest. The update included information regarding staff eligibility for COVID-19 vaccinations, a recap of the Library's current reopening activities, and information on the City's budget rebalancing proposals.

### **TRUSTEES REPORT**

**Vice Chair Hintermeister** would like to be aware of major development projects in the City to explore opportunities for expanding library and cultural services.

**Acting City Librarian Bojorquez** informed the Board they could develop a one-page policy paper for City project coordinators to communicate **the Board's** interest. The project coordinators can advise the appropriate place and time for input. **Vice Chair Hintermeister** would like to see examples of similar documents. **Acting City Librarian Bojorquez** will research the process for **the Board** to more involved in upcoming developments and report back at the April 5, 2021 meeting.

**Chair Ricossa** voiced the need for the City to have a Library Master Plan. **Trustee Broughman** noted that previous conversations about the Master Plan resulted in previous City Librarian, **Hilary Keith**, being included in development meetings.

### **ADJOURNMENT**

The meeting was adjourned at 7:32 PM.

The Board of Library Trustees Meeting is adjourned to April 5, 2021

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.

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# City of Santa Clara

## Meeting Minutes

### Task Force on Diversity, Equity, and Inclusion

03/08/2021

7:00 PM

Virtual Meeting

#### CALL TO ORDER AND ROLL CALL

**Chair Brown called the meeting to order at 7:05 p.m.**

**Present** 7 - Member Andrew Knaack, Chair Darius Brown , Vice Chair Neil Datar, Member Dianna Zamora-Marroquin, Member Joyce Davis, Member Dorothy Ma, and Member Mark Gilley

#### CONSENT CALENDAR

1. [21-75](#) Task Force on Diversity, Equity, and Inclusion Special Meeting Minutes of February 25, 2021

**A motion was made by Vice Chair Datar, seconded by Member Knaack, and unanimously carried, that the Task Force approve the minutes from the February 25, 2021 meeting.**

**Aye:** 7 - Member Knaack, Chair Brown, Vice Chair Datar, Member Zamora-Marroquin, Member Davis, Member Ma, and Member Gilley

#### PUBLIC PRESENTATIONS

None.

#### GENERAL BUSINESS

2. Background Presentation on Factors Relevant to Review of Police Policies

**Police Chief Pat Nikolai introduced the item and handed the presentation over to Chief Assistant City Attorney Su Reuter and Assistant Chief of Police Wahid Kazem. Chief Assistant City Attorney Su Reuter provided an overview on the legal aspect of police use of force policies, implementation of the 4th Amendment, and State law pertaining to Use of Force. Assistant Chief Kazem provided an overview on the Lexipol Policy Service and Section 300 (“Use of Force”) of the Santa Clara Police Department Policy Manual, as well as reported on the department’s police training requirements (e.g., POST approved training, Perishable Skills Program, Communications training) and compliance to AB 392 and SB 230.**

3. Discussion and Possible Action on Strategies and/or Approach for Reviewing Police Use of Force Policies

**The Task Force deliberated whether the review of police use force policies should be taken on by the Task Force as a whole or if the Task Force should appoint a subcommittee which would enable members to meet more frequently. Chief Assistant City Attorney Reuter suggested that the Task Force provide clarification on the subcommittee's scope of work. The Task Force clarified that scope of work for the subcommittee would be to conduct the review of police use of force policies as well as evaluate opportunities to improve community relations. A motion was made by Member Knaack, seconded by Member Zamora-Marroquin, and unanimously carried, that the Task Force establish the Policing and Community Engagement/Relations Subcommittee and appoint Vice Chair Datar, Member Davis, and Member Gilley to the subcommittee.**

4. Discussion and Possible Action on Hosting Community Listening Sessions

**The Task Force discussed continuing items to the next meeting agenda. A motion was made by Vice Chair Datar, seconded by Member Davis, and unanimously carried, that the Task Force continue Items 4 and 6 to the next meeting.**

5. Discussion and Possible Action on Appointing Task Force Secretary

**The Task Force thanked Member Zamora-Marroquin for serving as the Task Force's interim secretary. Member Zamora-Marroquin provided a broad overview of the secretary responsibilities. Member Ma expressed her interest in serving as the secretary. A motion was made by Member Davis, seconded by Member Gilley, and unanimously carried, that the Task Force appoint Member Ma as Secretary.**

6. Discussion and Possible Action on Youth Advisory Role and Senior Advisory Role (or Any Other Advisory Role)

**The Task Force voted to continue Item 6 to the next meeting agenda. The Task Force voted for the continuance of this item under Item 4.**



7. Discussion on Recent Rise in Asian Hate Crimes

**Member Knaack reported that he reviewed resolutions and memoranda related to Asian American and Pacific Islander hate crimes from cities and school boards and suggested that the Task Force work on possible recommendations to combat hate crime. Mayor Lisa M. Gillmor commented that she and the Police Chief were in support of this and suggested first bringing forward a resolution condemning hate crime against Asian Americans and Pacific Islanders to the full City Council for consideration. Police Chief Nikolai also expressed his support and reported on the City's hate crime statistics.**

**A motion was made by Vice Chair Datar, seconded by Member Davis, and unanimously carried, that the Task Force authorize Member Knaack and Member Zamora-Marroquin to work with the Mayor, Police Chief, and staff on developing recommendations to address and/or a resolution condemning hate crimes against Asian Americans and Pacific Islanders**

**Aye:** 7 - Member Knaack, Chair Brown, Vice Chair Datar, Member Zamora-Marroquin, Member Davis, Member Ma, and Member Gilley

8. Discussion on Quarterly Update to City Council – March 23, 2021

**The Task Force discussed the work effort that they'd like to report to the Council at its March 23, 2021 meeting. Chair Brown suggested reporting on the adoption of the annual workplan and established subcommittees and asked for the Task Force's input. Vice Chair Datar suggested providing an update on community partnerships established. Mayor Gillmor suggested that the Task Force include the Asian American hate crime work referral in the upcoming report to Council. Member Davis inquired if the full Task Force would be able to attend the update at the Council meeting. Mayor Gillmor stated that the update would be under Special Order of Business and invited the full Task Force to attend so the new and previously appointed members could be introduced to the City Council.**

9. [21-400](#) Review Email Communications Received

**Chair Brown reviewed the email received since the last the regular meeting.**

**STAFF REPORT**

Mayor Gillmor reported that she signed on to a support letter to address equity in vaccine allocation to the Bay Area and that the letter was sent to the California Health and Human Services Agency and the California Government Operations Agency requesting that the State urgently address disparities in California's current vaccine prioritization plan.

**TASK FORCE MEMBERS REPORT**

The Task Force members made general comments related to COVID-19 vaccinations.

**ADJOURNMENT**

The meeting was adjourned at 9:18 p.m.



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

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21-564

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on Council and Authorities Concurrent & Special Stadium Authority Meeting Minutes of February 9, 2021 and Santa Clara Stadium Authority & Special City Council Meeting February of February 16, 2021

#### RECOMMENDATION

Approve the Council and Authorities Concurrent & Special Stadium Authority Meeting Minutes of February 9, 2021 and Santa Clara Stadium Authority & Special City Council Meeting February of February 16, 2021.



# City of Santa Clara

Draft

## Meeting Minutes Council and Authorities Concurrent Meeting Call & Notice of Special Meeting Santa Clara Stadium Authority

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02/09/2021

4:00 PM

Virtual Meeting

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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](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority to commence and convene on February 9, 2021, at 4:00 PM for a Special Meeting held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

### **4:00 PM COUNCIL REGULAR/SPECIAL STADIUM AUTHORITY MEETING**

#### **Call to Order**

**Mayor/Chair Gillmor** called the meeting to order at 4:02 PM.

## Pledge of Allegiance and Statement of Values

**Council/Board** recited the Pledge of Allegiance.

**Council/Boardmember Hardy** recited the Statement of Values.

## Roll Call

**Present:** 7 - Council/Boardmember Kathy Watanabe, Vice Mayor/Chair Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

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

## CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

## STUDY SESSION

1. [21-47](#) Presentation and Discussion on City Retirement Costs by Bartel & Associates LLC  
**Doug Pryor, Vice President - Bartel Associates** gave a PowerPoint Presentation on City Retirement Costs.  
**Doug Pryor, City Manager Santana,** and **Director of Finance Lee** addressed Council questions.

## SPECIAL ORDER OF BUSINESS

- 2.A [21-93](#) Proclaim February 2021 as Black History Month  
**Mayor Gillmor** presented a Proclamation to **Milan Balinton, Executive Director of the African American Community Services Agency** proclaiming the month of February 2021 as Black History Month.  
**Mayor Gillmor** introduced a video played on Black History Month from the **Task Force on Diversity, Equity, and Inclusion Chair Darius Brown and Vice Chair Neil Datar.**  
**Milan Balinton, Executive Director of the African American Community Services Agency** expressed comments regarding Black History Month and gratitude for the City Proclamation.

**2.B**      [21-175](#)      Verbal Report from City Manager regarding COVID-19 Pandemic

**City Manager Santana** gave a PowerPoint Presentation on the following:

- County of Santa Clara remains in Purple Tier;
- 10 day quarantine is still required for all non-essential travel occurring 150 miles outside of the County;
- US Supreme Court released a decision on in-door Worship Services and County announced in-door Worship Services can open at 20% capacity;
- Mass vaccinations to occur at the Levi's Stadium;
- Santa Clara County residents 65 or older can sign up for vaccinations;
- Library bookmobile resumed today, February 9, and each Library branch will be opening for pick up services;
- Provided an overview of the Parks and Recreation services opening and food distribution; and
- Noted that the City received a 2020 Award for Excellence in Information Technology Practices from Municipal Information Systems Associations of California for the 14th year in a row.

**Chief Emergency Services Coordinator Schoenthal** provided current confirmed COVID-19 cases in the City, County and reported on the State level as well. She also provided a brief overview of the discussion at the Board of Supervisors meeting earlier today.

**City Manager Santana** introduced Jane Light has come on board to assist the library as Library Advisor.

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

**Public Speaker(s):** Kelly Rae

**CONSENT CALENDAR**

**A motion was made by Council/Boardmember Jain, seconded by Council/Boardmember Hardy, to approve the Balance of the Consent Calendar (except Items 3.I and 3.K).**

**Aye:** 7 - Council/Boardmember Watanabe, Vice Mayor/Chair Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

3.A [21-04](#) Board, Commissions and Committee Minutes

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

- Santa Clara Tourism Improvement District Advisory Board - October 10, 2019
- Santa Clara Tourism Improvement District Advisory Board - October 18, 2019
- Santa Clara Tourism Improvement District Advisory Board - November 18, 2019
- Santa Clara Tourism Improvement District Advisory Board - December 10, 2019
- Parks & Recreation Commission - November 17, 2020
- Senior Advisory Commission - November 23, 2020
- Planning Commission - October 14, 2020
- Planning Commission - December 9, 2020

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

3.B [21-1200](#) Action on the Adoption of a Resolution Accepting the AB1600 Report on Development Impact Fees for Fiscal Year Ended June 30, 2020

**Recommendation:** Adopt a Resolution accepting the status report on the receipt and use of AB1600 Development Impact Fees during fiscal year ending June 30, 2020.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8933, accepting the AB1600 Report on Development Impact Fees for Fiscal Year Ended June 30, 2020.**

- 3.C [21-1055](#) Action on a Resolution Ordering the Vacation of the Sanitary Sewer Easement, Underground Electric Easements, General Purpose Easement, Emergency Access Easement, Ingress Egress and Public Utility Easement at 2880 Northwestern Parkway

- Recommendation:**
1. Adopt a Resolution Ordering the Vacation of the Sanitary Sewer Easement, Underground Electric Easements, General Purpose Easement, Emergency Access Easement, Ingress Egress and Public Utility Easement at 2880 Northwestern Parkway [APN 216-28-132 and 216-28-133 (2020-21); SC 18,955]; and
  2. Authorize the recordation of the Resolution.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8934, ordering the vacation of the Sanitary Sewer Easement, Underground Electric Easements, General Purpose Easement, Emergency Access Easement, Ingress Egress and Public Utility Easement at 2880 Northwestern Parkway.**

- 3.D [21-1182](#) Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 2950-2970 Lakeside Drive

- Recommendation:**
1. Adopt a Resolution Ordering the Vacation of an Underground Electric Easement at 2950-2970 Lakeside Drive [APN 216-30-047 (2020-21); SC 19,353]; and
  2. Authorize the recordation of the Resolution.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8935, ordering the vacation of an Underground Electric Easement at 2950-2970 Lakeside Drive.**



- 3.E [21-1183](#) Action on an Agreement with Lee + Ro, Inc. for Design Professional Services for the Citywide Emergency Generator Replacement - Phase 2 Project (CE 20-21-10) and Related Budget Amendment

**Recommendation:**

1. Approve and authorize the City Manager to execute an Agreement with Lee + Ro, Inc. for the Citywide Emergency Generator Replacement - Phase 2 Project (CE 20-21-10) in the amount not-to-exceed \$294,000;
2. Authorize the City Manager make minor, non-substantive modifications, including time extensions, to the Agreement, if needed; and
3. Approve the related FY 2020/21 Budget Amendment in the Water Utility Capital Fund to reduce the Unrestricted Ending Fund Balance and establish a Transfer to the Public Buildings Capital Fund in the amount of \$231,050; in the Public Buildings Capital Fund, establish a Transfer from the Water Utility Capital Fund and increase the Standby Stationary Generators project in the amount of \$231,050.

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

- 3.F [21-1286](#) Adopt a Resolution Authorizing the City Manager to Execute the United States Department of Energy Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource Contract 20-SNR-02364 for Calendar Years 2025 through 2054

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute the United States Department of Energy Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource Contract 20-SNR-02364 for Calendar Years 2025 through 2054.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8936, authorizing the City Manager to Execute the Unites States Department of Energy Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource Contract 20-SNR-02364 for Calendar Years 2025 through 2054.**

**3.G**     [21-1409](#)     Action on a Resolution Approving Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project; 2755 Lafayette Street and 630 Martin Avenue

- Recommendation:**
1. Adopt the Resolution approving the purchases of overhead electric easements at 2755 Lafayette Street [224-04-062], and 630 Martin Avenue [224-35-014]; and
  2. Authorize the recordation thereof.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8937, approving Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project; 2755 Lafayette Street and 630 Martin Avenue.**

**3.H**     [21-95](#)     Action on Removal of Trustee Joshua Briefman from the Board of Library Trustees and Declaring a Vacancy

- Recommendation:** Remove Trustee Joshua Briefman from Board of Library Trustees and declare a vacancy on the Board.

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

**3.J**     [21-204](#)     Action on a Resolution Approving the 2021 Salary Setting Commission Calendar of Meetings, and Setting the Number and Start Time of Regular Meetings of the Salary Setting Commission

- Recommendation:** Adopt a Resolution approving the 2021 Salary Setting Commission Calendar of Meetings, and setting the number and start time of regular Salary Setting Commission meetings.

**A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8938, approving the 2021 Salary Setting Commission Calendar of Meetings, and Setting the Number and Start Time of Regular Meetings of the Salary Commission.**

- 3.L [21-250](#) Action on Request to Set March 9, 2021 for a Public Hearing to Consider the Appeal Submitted by Santa Clara Citizens for Sensible Industry c/o Legal Counsel for 1111 Comstock Street (PLN2019-13941; CEQ2020-01079)

**Recommendation:** Set March 9, 2021 for a Public Hearing to consider the Appeal submitted by Santa Clara Citizens for Sensible Industry c/o Legal Counsel of the Development Review Officer's November 4, 2020 adoption of the Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program and approval of the Architectural Review and Minor Modifications to increase the building height to 87 feet and reduce parking space requirements for the Comstock Data Center Project at 1111 Comstock Street.

**Vice Mayor Chahal** recused himself from this item due to potential conflict of interest as he owns property within 1000 feet from 1111 Comstock Street.

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

**Aye:** 6 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

**Recused:** 1 - Vice Mayor Chahal

#### **STADIUM AUTHORITY CONSENT CALENDAR ITEM**

- 3.M [21-169](#) Action on Agreement with Contractor Compliance and Monitoring, Inc. for Labor Compliance Consulting Services

**Recommendation:**

1. Authorize the Executive Director to execute an agreement with Contractor Compliance and Monitoring, Inc. in an amount not-to-exceed \$20,000 for labor compliance consulting services; and
2. Authorize the Executive Director to amend the agreement to increase maximum compensation by up to \$20,000 in the event additional services are required, not to exceed \$40,000 during the one-year term of the agreement, subject to the appropriation of funds.

**A motion was made by Boardmember Jain, seconded by Boardmember Hardy, to approve staff recommendation.**

#### **PUBLIC PRESENTATIONS**

None.

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

3.I [21-99](#) Action on the Introduction of an Ordinance Repealing Section 8.35.130  
("Possession of Tobacco by Persons Under 21 Years of Age")

**Recommendation:** Approve the Introduction of an Ordinance Repealing Section 8.35.130  
("Possession of Tobacco by Persons Under 21 Years of Age").

**Councilmember Hardy** pulled this item for further clarification on the  
changes to the Ordinance.

**Assistant Chief of Police Rush** gave a Powerpoint Presentation and  
addressed Council questions.

**Public Speaker(s):** Carol Baker

**A motion was made by Councilmember Becker, seconded by  
Councilmember Jain, to Pass to Print Ordinance No. 2029,  
repealing Section 8.35.130 ("Possession of Tobacco by Persons  
Under 21 Years of Age").**

**AYE:** - 7 Councilmember Watanabe, Vice Mayor Chahal,  
Councilmember Hardy, Councilmember Park,  
Councilmember Jain, Councilmember Becker, and Mayor Gillmor

- 3.K**     [21-218](#)     Adopt the following City of Santa Clara and related agencies' Resolutions Amending the Conflict of Interest Codes for Designated Positions as Required by the Political Reform Act and Regulations of the Fair Political Practices Commission:
1. City of Santa Clara
  2. Bayshore North Project Enhancement
  3. Public Facilities Financing Corporation
  4. Sports and Open Space Authority
  5. Housing Authority

- Recommendation:** Adopt the Resolutions amending the Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission:
1. City of Santa Clara
  2. Bayshore North Project Enhancement
  3. Public Facilities Financing Corporation
  4. Sports and Open Space Authority
  5. Housing Authority

**City Manager Santana** pulled Item 3.K to clarify an error in Appendix A for the City of Santa Clara - Community Development Department and to note the positions to be included:

Code Enforcement Technician  
Combination Inspector  
Consultant  
Housing Inspector  
Plans Examiner  
Senior Inspector  
Senior Inspector for Buildings  
Senior Inspector for Electrical  
Senior Permit Technician  
Senior Plans Examiner  
Staff Analyst I  
Staff Analyst II

**A motion was made Councilmember Hardy, seconded by Vice Mayor Chahal, to adopt the Resolutions amending the Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission: (1) City of Santa Clara - Resolution No. 21-8939 (reflecting the positions added in for Community Development as noted by City Manager); (2) Bayshore North Project Enhancement - Resolution No. 21-1 (BNPE); (3)**

**Public Facilities Financing Corporation - Resolution No. 21-1(PFFC); (4) Sports and Open Space Authority Resolution No. 21-1 (SOSA); and (5) Housing Authority - Resolution No. 21-1 (HA).**

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

**PUBLIC HEARING/GENERAL BUSINESS**

4. [21-1304](#) Public Hearing: Action on the Comprehensive Sign Program for Parcels 4 and 5 for the Related Santa Clara Project

**Recommendation:** Alternative 1: Adopt a resolution approving the Comprehensive Signage Program for Parcels 4 & 5.

**Director of Community Development Crabtree** gave a PowerPoint Presentation.

**Steve Eimer (Related Santa Clara) and Andy Davey (Selbert Perkins Design)** gave a PowerPoint presentation.

**Steve Eimer, Kevin Ryan (Related Santa Clara), Andy Davey, Assistant City Manager Shikada** addressed questions and concerns.

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

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve Alternative 1: adopt Resolution No. 21-8940 approving the Comprehensive Signage Program for Parcels 4 & 5 with the amendment to modify the 10% Public Service Announcement to be displayed on a per hour basis.**

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

**Mayor Gillmor** called for a recess at 7:03 p.m and reconvened the meeting at 7:15 p.m.

5. [21-110](#) Public Hearing: Adoption of a Resolution Ordering the Abatement of a Nuisance Consisting of Growing Weeds in Association with the County Weed Abatement Program for 2020-2021

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

**Deputy Fire Chief Ray** gave a verbal presentation

**Deputy Fire Chief Ray** and **Moe Kumre (Santa Clara County Weed Abatement Program)** addressed **Council** questions.

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

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

**A motion was made by Councilmember Watanabe, seconded by Councilmember Hardy, to adopt Resolution No. 21-8941 ordering the abatement of a nuisance consisting of growing weeds in the City.**

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

6. [21-1315](#) Action on 2021 Legislative Advocacy Positions

**Recommendation:** Alternative 1: Adopt the 2021 Legislative Advocacy Positions on COVID-19 Legislation; Energy Legislation, Regulations and Issues; Engagement with the Federal Aviation Administration Regarding Airplane Noise; Housing; Human Resources and Public Sector Employment; Local Authority over Wireless Telecommunications Facilities and Cable Services; Public Safety; Regional and State-wide Water Supply and Conservation; Regional Issues and Collaboration; Regional Transportation Issues; School Mitigation Fees; and Sustainability and Environmental Legislation, Regulations and Issues.

**Casey Elliot (Townsend Public Affairs)** gave a PowerPoint Presentation on the 2021 Legislative Advocacy Positions.

**Councilmember Jain** gave a PowerPoint Presentation on his requested additional Legislative Advocacy Positions.

**City Manager Santana** and **Casey Elliot** addressed Council questions.

**A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve Alternative 1: adopt the 2021 Legislative Advocacy Positions on COVID-19 Legislation; Energy Legislation, Regulations and Issues; Engagement with the Federal Aviation Administration Regarding Airplane Noise; Housing; Human Resources and Public Sector Employment; Local Authority over Wireless Telecommunications Facilities and Cable Services; Public Safety; Regional and State-wide Water Supply and Conservation; Regional Issues and Collaboration; Regional Transportation Issues; School Mitigation Fees; and Sustainability and Environmental Legislation, Regulations and Issues and to include the additional Legislative Advocacy Positions as presented by Councilmember Jain.**

**Aye:** 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor



7. [21-152](#) Action on an Agreement with Jones Lang LaSalle Americas, Inc. (JLL) for Consulting Services for the Development, Implementation and Operation of Comprehensive Tourism Strategy and Response to Council Questions

- 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; and
  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.

**City Manager Santana, Assistant City Manager Shikada and Assistant to the City Manager Thome** gave a PowerPoint Presentation.

**Eron Hodges (Chairman of the Destination Marketing Organization and Tourism Improvement District) and Matthew Stewart (Chief Executive Officer Destination Marketing Organization)** provided some comments following the presentation.

**Councilmember Becker and Vice Mayor Chahal** expressed comments of concern in approving the agreement with Jones Lang LaSalle.

**Vice Mayor Chahal** gave a presentation on specific project timelines as defined in previous Jones Lang LaSalle agreements.

**City Manager Santana and Assistant City Manager Shikada** addressed Vice Mayor Chahal's comments and gave a PowerPoint Presentation.

**Eron Hodges** also provided comments regarding Jones Lang LaSalle and the impacts of approving the agreement.

**Council** questions and comments continued.

**City Manager Santana, Assistant City Manager Shikada, Eron Hodges, and Matthew Stewart** addressed **Council** questions and comments.

**A motion was made by Councilmember Becker, seconded by Vice Mayor Chahal, to deny the contract with Jones Lang LaSalle.**

**Aye:** 3 - Vice Mayor Chahal, Councilmember Park, and Councilmember Becker

**Nay:** 4 - Councilmember Watanabe, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

**Motion Failed.**

**Council** comments and questions continued.

**A motion was made by Councilmember Watanabe, seconded by Councilmember Jain, to (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; and (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.**

**Aye:** 4 - Councilmember Watanabe, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

**Nay:** 3 - Vice Mayor Chahal, Councilmember Park, and Councilmember Becker

**Mayor Gillmor** called for a recess at 10:15 p.m. and reconvened the meeting at 10:25 p.m.

## **STADIUM AUTHORITY GENERAL BUSINESS ITEM**

8. [21-219](#) Adopt the Stadium Authority's Resolution Amending the Conflict of Interest Codes for Designated Positions as Required by the Political Reform Act and Regulations of the Fair Political Practices Commission

**Recommendation:** Adopt the Resolution amending the Stadium Authority Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission.

**Stadium Authority Counsel Doyle** gave a PowerPoint presentation.

**Executive Director Santana** and **Stadium Authority Counsel Doyle** addressed **Boardmembers** questions.

**Public Speaker(s):** Deborah

**Vice Chair Chahal** noted that he abstained from this item as all the documents were not presented.

**A motion was made by Boardmember Watanabe, seconded by Chair Gillmor, to adopt Resolution No. 21-1 (SA) amending the Stadium Authority Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission.**

**Aye:** 6 - Boardmember Watanabe, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Becker, and Chair Gillmor

**Abstained:** 1 - Vice Chair Chahal

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

**Councilmember Becker** noted that he would like to formally apologize to Robert Haugh regarding a comment he made about him during the January 26, 2021 Council/Stadium Authority meeting.

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

**None.**

[21-170](#) Update on City Council and Stadium Authority Staff Referrals

[21-255](#) Tentative Meeting Agenda Calendar (TMAC)

**ADJOURNMENT**

The meeting was adjourned at 11:16 PM in memory of **Bessie A. Vizzusi-Gruhlke (Long Term Santa Clara Resident and Former Senior Advisory Commissioner)** and **Alice Kay Gold Alder (Long Term Santa Clara Resident and Former Substitute Teacher with the Santa Clara Unified School District)**.

**A motion was made by Council/Boardmember Hardy, seconded by Council/Boardmember Jain, to adjourn the meeting.**

**Aye:** 7 - Council/Boardmember Watanabe, Vice Mayor/Chair Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

[21-291](#)

Adjournment of the February 9, 2021 City Council and Special Stadium Authority Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, February 23, 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)

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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

Draft

## Meeting Minutes Santa Clara Stadium Authority Call and Notice of Special Meeting City Council

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02/16/2021

4:00 PM

Virtual Meeting

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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](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara to commence and convene on February 16, 2021 at 4:00 PM for a virtual meeting held via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

**4:00 PM STADIUM AUTHORITY/ SPECIAL COUNCIL MEETING**

**Call to Order**

**Mayor/Chair Gillmor** called the meeting to order at 4:02 PM.

**Pledge of Allegiance and Statement of Values**

**Council/Board** recited the Pledge of Allegiance

**Council/Boardmember Hardy** recited the Statement of Values.

**Assistant City Clerk/Secretary Pimentel** recited the AB23  
Announcement and Behavioral Standards.

**Roll Call**

**Present:** 7 - Council/Boardmember Kathy Watanabe, Vice Mayor/Vice Chair  
Raj Chahal, Council/Boardmember Karen Hardy, Council/  
Boardmember Kevin Park, Council/Boardmember Suds Jain,  
Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M.  
Gillmor

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

**None.**

**SPECIAL ORDER OF BUSINESS**

1. [21-269](#) Verbal Report from City Manager regarding COVID-19 Pandemic

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

- Santa Clara County remains in the Purple Tier (most restricted);
- Cases continue to decline;
- New confirmed cases of the variants in Santa Clara County;
- State of California announced that in Mid-March residents under 65 years old and underlying health conditions;
- Lack of vaccine supply is still a challenge for Santa Clara County;
- Provided data on the number of residents that have received vaccinations;
- US Court of Appeals determined that Santa Clara County can continue to restrict in-door worship gatherings;
- Santa Clara Aquamaids to open on February 22, 2021;
- Library holds pick-up and drop-in pick-up will begin on February 22, 2021 (played video from Library); and
- Encourages monthly testing for essential workers; and
- COVID-19 testing available at Central Park Library on February 24, 2021.

**Chief Emergency Services Coordinator Schoenthal** provided a verbal report regarding COVID-19 Pandemic data in Santa Clara County and information from the State of California and addressed **Council** questions.

**CONSENT CALENDAR**

**A motion was made by Boardmember Watanabe, seconded by Vice Chair Chahal, to approve the balance of the Consent Calendar (except Items 2.A and 2.B).**

**Aye:** 7 - Boardmember Watanabe, Vice Chair Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Becker, and Chair Gillmor

2.C [21-258](#) Authorization to Purchase Administrative Equipment and Approve Miscellaneous CapEx Public Safety Expenses Incurred Between July 4, 2020 and February 5, 2021

- Recommendation:**
1. Authorize the Executive Director to purchase administrative equipment outlined in the report (laptop and docking station), pursuant to Chapters 2.105 and 17.30 of the Santa Clara City Code; and
  2. Approve the miscellaneous CapEx public safety expenses detailed in Attachment 1 that were incurred by the Stadium Authority between July 4, 2020 and February 5, 2021.

**A motion was made by Boardmember Watanabe, seconded by Vice Chair Chahal, to approve staff recommendation.**



## **PUBLIC PRESENTATIONS**

None.

## **CONSENT ITEMS PULLED FOR DISCUSSION**

**2.A**     [21-142](#)     Action on Stadium Authority Bills and Claims for the Months of November 2020 and December 2020

**Recommendation:** Approve the list of Stadium Authority Bills and Claims for November 2020 and December 2020.

**Vice Chair Chahal** pulled this item for further clarification on how the Stadium Authority processes transactions to Stadium Authority budget.

**Stadium Authority Treasurer Lee** addressed **Vice Chair Chahal's** questions.

**Stadium Authority Counsel** noted the City/Stadium Authority Procurement Policy.

**A motion was made by Vice Chair Chahal, seconded by Boardmember Hardy, to approve the list of Stadium Authority Bills and Claims for November 2020 and December 2020.**

**Aye:** 7 - Boardmember Watanabe, Vice Chair Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Becker, and Chair Gillmor

**2.B**     [21-251](#)     Authorization to Award Purchase Order to ECS Imaging, Inc. for Stadium Builder Licenses Laserfiche Integration and Training Services

**Recommendation:** Authorize the Executive Director to award a purchase order to ECS Imaging, Inc. in an amount not-to-exceed \$9,000 for Stadium Builder Licenses Laserfiche integration and training services.

**Vice Chair Chahal** pulled this item for further clarification on the Stadium Authority document retention and repository.

**Executive Director Santana and Assistant to the Executive Director Jung** addressed **Vice Chair Chahal's** questions.

**A motion was made by Vice Chair Chahal, seconded by Boardmember Hardy, to authorize the Executive Director to award a purchase order to ECS Imaging, Inc. in an amount not-to-exceed \$9,000 for Stadium Builder Licenses Laserfiche integration and training services.**

**Aye:** 7 - Boardmember Watanabe, Vice Chair Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Boardmember Becker, and Chair Gillmor

**CLOSED SESSION**

- 3.A**     [21-187](#)     Conference with Legal Counsel-Existing Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(1)  
Sommers, et al., v. City of Santa Clara, et al., United States District Court,  
Northern District of California Case No. 5:17-cv-04469-BLF
- 3.B**     [21-275](#)     Conference with Legal Counsel-Existing Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(1)  
City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court  
of Appeal Case No. H046105
- 3.C**     [21-276](#)     Conference with Legal Counsel-Existing Litigation (SA)  
Pursuant to Gov. Code § 54956.9(d)(1)  
Forty Niners Stadium Management Company LLC and Forty Niners SC  
Stadium Company LLC v. Santa Clara Stadium Authority, et al., Santa  
Clara County Superior Court Case No. 17CV304903 and 19CV355432  
(consolidated under lead case 17CV304903)
- 3.D**     [21-277](#)     Conference with Legal Counsel-Existing Litigation (SA)  
Pursuant to Gov't Code § 54956.9(d)(1)  
Forty Niners SC Stadium Company LLC, et al., v. Santa Clara Stadium  
Authority, Demand for Arbitration through JAMS, 07/26/2019

**Public Comment**

**None.**

**Convene to Closed Session**

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

**Stadium Authority Counsel/City Attorney Doyle** noted that there was no reportable action from Closed Session.

**REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

None.

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

None.

**ADJOURNMENT**

The meeting was adjourned at 10:47 p.m.

**A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Jain, to adjourn the meeting.**

**Aye:** 7 - Council/Boardmember Watanabe, Vice Mayor/Vice Chair Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

The next regular scheduled meeting is on Tuesday evening, February 23, 2021.

## **MEETING DISCLOSURES**

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

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

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

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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.



## Agenda Report

21-141

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on Bills and Claims Report (CC, HA) for the period February 20<sup>th</sup>, 2021 - March 19<sup>th</sup>, 2021

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

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

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

#### DISCUSSION

Significant expenditures in this time period include:

- Payment to Northern California Power Agency in the amount of \$13,018,647 for February 2021 all resources bill and restoration funds.
- Payment to MSR Public Agency/Energy Authority in the amount of \$2,132,718 for January 2021 power purchase and shaping fee.
- Payment to Tri-Dam Project/Authority in the amount of \$1,583,035 for February 2021 Hydroelectric purchase.
- Payment to Newtron LLC., in the amount of \$1,471,164 for progress payment for service performed on Serra Substation project for the period of November 2020 through January 2021.
- Payment to Santa Clara Water District in the amount of \$1,376,392 for December 2020 Pump Tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin and January 2021 treated water purchase.
- Payment to EDF Trading North America LLC., in the amount of \$1,260,203 for January 2021 gas purchase.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$1,324. These expenses are reimbursed to the City by the Stadium Authority.

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City have been redacted from the public report to maintain confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

#### 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 \$45,789,760 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

Approve the list of Bills and Claims for February 20, 2021 - March 19, 2021.

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  
From 02/20/2021 to 03/19/2021

Run Date 3/23/2021  
Run Time 11:19:16 AM

Sorted by Payment Amount

Payment No: W21236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-CADMUS CONF 0185	Elec OperatingGrant Trust Fund	15,688.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-CADMUS CONF 0185	Elec OperatingGrant Trust Fund	8,235.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-ASPEN CONFIRM 188	Electric Utility Construction	1,539.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	GEO1 DEBT FEB21	Electric Utility	183,128.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CT FIXED FEB21	Electric Utility	236,918.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	GEO1 FIXED FEB21	Electric Utility	1,025,075.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	GEO1 VAR FEB21	Electric Utility	-1,204,873.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CT VAR FEB21	Electric Utility	-29,507.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	HYDRO FIXED FEB21	Electric Utility	563,224.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	HYDRO VAR FEB21	Electric Utility	-283,239.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	HYDRO DEBT FEB21	Electric Utility	1,071,561.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEC FUEL FEB21	Electric Utility	902,347.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEC VARIABLE FEB21	Electric Utility	-1,850,288.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEC FIXED FEB21	Electric Utility	366,220.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEC DEBT FEB21	Electric Utility	633,176.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEG/REG/PM PASS THRU SVC FEB21	Electric Utility	373,468.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	LEG/REG/PM PASS THRU SVC FEB21	Electric Utility	7,203.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-HRST CONFIRM 0160	Electric Utility	56,685.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-UNIQUE SCAFF 0176	Electric Utility	4,163.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CONTRACT SVC-UNIQUE SCAFF	Electric Utility	1,509.00

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02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	REC CREDIT SALES	Electric Utility	-111,600.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	REC ENERGY SALES	Electric Utility	-148,331.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO MKT EST FEB21	Electric Utility	11,196,346.00
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO GMC DEC20,NOV20,OTHER	Electric Utility	208,391.59
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO MKT DEC20,NOV20,OTHER	Electric Utility	-3,859,494.84
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO XMN DEC20,NOV20,OTHER	Electric Utility	3,812,035.17
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO CRR DEC20,NOV20,OTHER	Electric Utility	-42,759.59
02/25/2021	NORTHERN CALIF POWER AGENCY	00488170	006002-0221025	CISO A/S NOV20,OCT20,OTHER	Electric Utility	-118,172.33
				Total for Payment No.:		13,018,647.00

**Payment No: 002328**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ELECTRONIC FEDERAL TAX	00489279	02/21/21-03/06/21A	DD: FED TAXES W/H B2105	Payroll Liability&ClearingAcct	949,802.68
03/12/2021	ELECTRONIC FEDERAL TAX	00489279	02/21/21-03/06/21A	DD: FED TAXES W/H B2105	Payroll Liability&ClearingAcct	345,339.18
03/12/2021	ELECTRONIC FEDERAL TAX	00489279	02/21/21-03/06/21A	DD: FED TAXES W/H B2105	Payroll Liability&ClearingAcct	345,339.18
				Total for Payment No.:		1,640,481.04

**Payment No: 018793**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TRI-DAM PROJECT	00488793	2021-2 SVP	ENERGY PURCH (HYDRO) FEB21	Electric Utility	1,511,045.85
				Total for Payment No.:		1,511,045.85

**Payment No: 002313**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ELECTRONIC FEDERAL TAX	00488269	02/07/21-02/20/21A	DD: FED TAXES W/H B2104	Payroll Liability&ClearingAcct	832,783.38
02/26/2021	ELECTRONIC FEDERAL TAX	00488269	02/07/21-02/20/21A	DD: FED TAXES W/H B2104	Payroll	321,372.47



02/26/2021	ELECTRONIC FEDERAL TAX	00488269	02/07/21-02/20/21A	DD: FED TAXES W/H B2104	Liability&ClearingAcct Payroll Liability&ClearingAcct	321,372.47
Total for Payment No.:						1,475,528.32

**Payment No: 002333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/17/2021	CAL PERS - PO BOX 1982	00489653	02/21/21-03/06/21	EMPLOYER/EMPLOYEE DED B2105	Payroll Liability&ClearingAcct	494,576.49
03/17/2021	CAL PERS - PO BOX 1982	00489653	02/21/21-03/06/21	EMPLOYER/EMPLOYEE DED B2105	Payroll Liability&ClearingAcct	861,494.83
Total for Payment No.:						1,356,071.32

**Payment No: 002320**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/03/2021	CAL PERS - PO BOX 1982	00488692	02/07/21-02/20/21	EMPLOYER/EMPLOYEE DED B2104	Payroll Liability&ClearingAcct	479,889.40
03/03/2021	CAL PERS - PO BOX 1982	00488692	02/07/21-02/20/21	EMPLOYER/EMPLOYEE DED B2104	Payroll Liability&ClearingAcct	836,627.91
Total for Payment No.:						1,316,517.31

**Payment No: W21241A**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/25/2021	EDF TRADING NORTH AMERICA LLC	00487832	1248820	NAT GAS PURCH DVR JAN21	Electric Utility	1,134,146.45
02/25/2021	EDF TRADING NORTH AMERICA LLC	00487832	1248820	NAT GAS PURCH COGEN JAN21	Electric Utility	126,056.91
Total for Payment No.:						1,260,203.36

**Payment No: 649142**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NEWTRON LLC	00488123	114506	MATERIALS FOR PUBLIC WORKS CON	Electric Utility Construction	589,985.00
02/26/2021	NEWTRON LLC	00488123	114506	RETENTION	Electric Utility	-29,499.25

02/26/2021	NEWTRON LLC	00488124	114654	LABOR FOR PUBLIC WORKS CONTRAC	Construction Electric Utility Construction	692,166.00
02/26/2021	NEWTRON LLC	00488124	114654	RETENTION	Electric Utility Construction	-34,608.30
Total for Payment No.:						1,218,043.45

**Payment No: W21260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CITY OF SAN JOSE	00489766	1190511	WT:2020 OCT-DEC SBWR RCW PURCH	Water Recycling Program	1,190,435.48
Total for Payment No.:						1,190,435.48

**Payment No: W21235**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/24/2021	MSR ENERGY AUTHORITY	00487833	EA2021	NAT GAS PURCH DVR JAN21	Electric Utility	1,007,401.64
02/24/2021	MSR ENERGY AUTHORITY	00487833	EA2021	NAT GAS PURCH COGEN JAN21	Electric Utility	111,969.61
Total for Payment No.:						1,119,371.25

**Payment No: W21244**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/01/2021	SANTA CLARA VALLEY WATER DIST	00487734	GM102616	2021 DEC PUMP TAX GROUNDWATER	Water Utility	1,031,585.46
Total for Payment No.:						1,031,585.46

**Payment No: W21249**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488735	1839MAR2021	TARIFF FEBRUARY 2021	Solid Waste Program	770,234.23
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488735	1839MAR2021	TARIFF FEBRUARY 2021	Solid Waste Program	187,672.46
Total for Payment No.:						957,906.69

**Payment No: 002325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/08/2021	CAL PERS - HEALTH	00488573	MAR-21	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	94,299.31
03/08/2021	CAL PERS - HEALTH	00488573	MAR-21	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	734,152.77
Total for Payment No.:						828,452.08

**Payment No: W21233**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/22/2021	MSR PUBLIC POWER AGENCY	00487835	020821	BIG HORN ENERGY JAN21	Electric Utility	759,807.66
Total for Payment No.:						759,807.66

**Payment No: W21258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	STATE TREASURER'S OFFICE	00489687	4469MAR2021B	WT:CONDMNTN/APN22456001&570 15	Electric Utility Construction	618,000.00
Total for Payment No.:						618,000.00

**Payment No: W21255**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/18/2021	SFPUC WATER DEPT	00489663	2395MAR2021	WT:2021 FEB WATER PURCH SFPUC	Water Utility	548,357.60
Total for Payment No.:						548,357.60

**Payment No: 018805**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	AMERESCO	00489202	40430	ENERGY (VASCO LF GAS) FEB21	Electric Utility	264,532.92
03/19/2021	AMERESCO	00489202	40430	VASCO LF O&M CHARGE FEB21	Electric Utility	13,065.57
03/19/2021	AMERESCO	00489203	40431	ENERGY (FORWARD LF GAS) FEB21	Electric Utility	242,926.78
03/19/2021	AMERESCO	00489203	40431	FORWARD LF O&M CHG FEB21	Electric Utility	9,316.37

Total for Payment No.: 529,841.64

**Payment No: W21256**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CITY OF LOS ANGELES,	00489685	1650MAR2021	WT:ANNUAL CA CLEAN FUEL PROG	Elec OperatingGrant Trust Fund	516,981.00
Total for Payment No.:						516,981.00

**Payment No: 649123**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	EPM POWER & WATER SOLUTIONS	00487964	9085159	20% FINAL ACCEPTANCE DCS	Electric Utility Construction	308,426.95
02/26/2021	EPM POWER & WATER SOLUTIONS	00487964	9085159	20% FINAL ACCEPTANCE DCS (TAX)	Electric Utility Construction	207,724.62
Total for Payment No.:						516,151.57

**Payment No: 649232**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GREENWASTE RECOVERY, INC	00488427	027785-R	MIXED WASTE JANUARY 2021	Solid Waste Program	501,832.40
Total for Payment No.:						501,832.40

**Payment No: 018774**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	OC JONES & SONS INC	00489039	70821R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	21,850.00
03/12/2021	OC JONES & SONS INC	00489039	70821R	10% CONTINGENCY.	Parks And Recreation	273,925.82
03/12/2021	OC JONES & SONS INC	00489039	70821R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	149,625.00
Total for Payment No.:						445,400.82

**Payment No: 002327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00489278	02/21/21-03/06/21A	DD: SIT & SDI W/H B2105	Payroll Liability&ClearingAcct	391,914.99
03/12/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00489278	02/21/21-03/06/21A	DD: SIT & SDI W/H B2105	Payroll Liability&ClearingAcct	47,426.28
				Total for Payment No.:		439,341.27

**Payment No: W21246**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/02/2021	SANTA CLARA CONVENTION CENTER	00488544	2461MAR2021	PRE-FUND EXPENDITURES APR 2021	Convention Center Enterprise F	421,603.00
				Total for Payment No.:		421,603.00

**Payment No: W21253**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00489272	02/21/21-03/06/21	WT: B2105 DEFERRED COMP	Fringe Benefits	403,523.67
				Total for Payment No.:		403,523.67

**Payment No: 002312**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00488267	02/07/21-02/20/21A	DD: SIT & SDI W/H B2104	Payroll Liability&ClearingAcct	343,356.79
02/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00488267	02/07/21-02/20/21A	DD: SIT & SDI W/H B2104	Payroll Liability&ClearingAcct	44,211.45
				Total for Payment No.:		387,568.24

**Payment No: W21240**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00488261	02/07/21-02/20/21	WT: B2104 DEFERRED COMP	Fringe Benefits	375,984.77
				Total for Payment No.:		375,984.77

**Payment No: 018812**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CENTRAL 40 LLC	00489199	202012-01R	ENERGY PURCH (SOLAR) DEC20	Electric Utility	17,546.74
03/19/2021	CENTRAL 40 LLC	00489200	202101-02R	ENERGY PURCH (SOLAR) JAN21	Electric Utility	113,475.79
03/19/2021	CENTRAL 40 LLC	00489473	202102-03R	ENERGY PURCH (SOLAR) FEB21	Electric Utility	215,534.33
Total for Payment No.:						346,556.86

**Payment No: 649500**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MTH ENGINEERS INC	00479120	12305	ENG/CON DESIGN JAN-JUN2020	Electric Utility Construction	269,098.25
03/12/2021	MTH ENGINEERS INC	00479120	12305	ENG/CON DESIGN JUL2020	Electric Utility Construction	23,465.00
03/12/2021	MTH ENGINEERS INC	00487233	12355	ENG/CON DESIGN JAN2021	Electric Utility Construction	30,600.00
03/12/2021	MTH ENGINEERS INC	00489069	12353	ENGINEERING SERVICES FOR FAIRV	Electric Utility Construction	20,580.00
Total for Payment No.:						343,743.25

**Payment No: W21232**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/22/2021	SANTA CLARA VALLEY WATER DIST	00487732	TI002455	2021 JAN RINCONADA TREATED WTR	Water Utility	339,889.66
Total for Payment No.:						339,889.66

**Payment No: 018641**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PARS/GASB 45	00488229	14589FEB2021	MONTHLY CONTRIB-MARCH 2021	OPEB Plan Trust Fund	305,583.00
Total for Payment No.:						305,583.00

**Payment No: 018788**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SILICON VALLEY ANIMAL CONTROL	00489023	2021-6	3RD QTR 2021 APR-JUN	General Fund	265,885.50
				Total for Payment No.:		265,885.50

**Payment No: 018712**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	US BANK NATIONAL ASSOCIATION	00488328	EO&M000270321	CVP O&M FUNDING #5 FY2022	Electric Utility	265,652.00
				Total for Payment No.:		265,652.00

**Payment No: W21234**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/22/2021	MSR PUBLIC POWER AGENCY	00487836	020521	BIG HORN SHAPING JAN21	Electric Utility	253,539.02
				Total for Payment No.:		253,539.02

**Payment No: 649503**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NEWTRON LLC	00489115	114749	MATERIALS FOR PUBLIC WORKS CON	Electric Utility Construction	249,834.35
03/12/2021	NEWTRON LLC	00489115	114749	LABOR FOR PUBLIC WORKS CONTRAC	Electric Utility Construction	3,745.65
03/12/2021	NEWTRON LLC	00489115	114749	RETENTION	Electric Utility Construction	-12,679.00
03/12/2021	NEWTRON LLC	00489125	114852	ADDITIONAL FUNDS	Electric Utility	12,219.15
				Total for Payment No.:		253,120.15

**Payment No: 649625**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	RECOLOGY SOUTH BAY	00489090	FEBRUARY-21	MONTHLY COLLECTN RPT- FEB 2021	Solid Waste Program	238,209.67
				Total for Payment No.:		238,209.67

**Payment No: 649080**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021		00488099	36267FEB2021	LEGAL FEES/COSTS FLSA SETTLMNT	General Fund	225,000.00
				Total for Payment No.:		225,000.00

**Payment No: 018645**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00488039	6738869084-3 FEB2021	GAS TRANSPORT DVR JAN21	Electric Utility	212,831.62
				Total for Payment No.:		212,831.62

**Payment No: 018741**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FRIANT POWER AUTHORITY	00488795	799	ENERGY PURCH (HYDRO1) FEB21	Electric Utility	17.17
03/12/2021	FRIANT POWER AUTHORITY	00488795	799	ENERGY PURCH (HYDRO2) FEB21	Electric Utility	201,436.42
				Total for Payment No.:		201,453.59

**Payment No: 018665**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BROWNING FERRIS INDUSTRIES	00488424	M201000	WATER/SEWER DEPARTMENT LOADS	Water Utility	23,944.35
03/05/2021	BROWNING FERRIS INDUSTRIES	00488424	M201000	GREENWASTE SERVICES	Solid Waste Program	34,685.11
03/05/2021	BROWNING FERRIS INDUSTRIES	00488424	M201000	LANDFILL SERVICES	Solid Waste Program	142,595.78
				Total for Payment No.:		201,225.24

**Payment No: 018809**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BROWNING FERRIS INDUSTRIES	00489151	M201200	LANDFILL CHRGES- DEC 2020	Water Utility	7,709.31
03/19/2021	BROWNING FERRIS INDUSTRIES	00489151	M201200	LANDFILL CHRGES- DEC 2020	Solid Waste Program	43,350.60
03/19/2021	BROWNING FERRIS INDUSTRIES	00489151	M201200	LANDFILL CHRGES- DEC 2020	Solid Waste Program	146,259.80



Total for Payment No.: 197,319.71

**Payment No: W21245**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/02/2021	SEDGWICK CLAIMS MGMT SVCS INC	00488525	SF-8029-2021-00861826	WT:ESCROW DEP WRKS COMP ACCT	Workers Compensation	192,975.83
Total for Payment No.:						192,975.83

**Payment No: 649276**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA CO DISTRICT ATTORNEYS	00488142	3329FEB2021	County Crime Lab Fees 2021	General Fund	190,102.00
Total for Payment No.:						190,102.00

**Payment No: 018692**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488428	m628	FOOD SCRAP DECEMBER 2020	Solid Waste Program	37,539.12
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488429	m622	FOOD SCRAP OCTOBER 2020	Solid Waste Program	41,516.06
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488430	m627	FOOD SCRAP NOVEMBER 2020	Solid Waste Program	38,007.67
03/05/2021	MISSION TRAIL WASTE SYSTEMS	00488431	m620	FOOD SCRAP SEPTEMBER 2020	Solid Waste Program	54,168.52
Total for Payment No.:						171,231.37

**Payment No: 649469**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	PW Capital Proj ManagementFund	12,886.82
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	PW Capital Proj ManagementFund	12,886.82
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	PW Capital Proj ManagementFund	12,886.82
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	Water Utility	25,773.65

03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	Electric Utility Construction	51,547.29
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	General Fund	12,886.82
03/12/2021	E-BUILDER, INC	00488798	10201	YEAR 3 ANNUAL SUBSCRIPTION FEE	Sewer Utility	25,773.65
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	PW Capital Proj ManagementFund	1,365.42
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	PW Capital Proj ManagementFund	1,365.42
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	PW Capital Proj ManagementFund	1,365.42
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	Water Utility	2,730.83
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	Electric Utility Construction	5,461.66
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	General Fund	1,365.42
03/12/2021	E-BUILDER, INC	00488799	10197	e-BUILDER AppXchange FEE	Sewer Utility	2,730.83
Total for Payment No.:						171,026.87

**Payment No: 649471**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ENERGY PROJECT SOLUTIONS LLC	00488656	2021.446	10% SUB MARKUP	Electric Utility Construction	15,046.96
03/12/2021	ENERGY PROJECT SOLUTIONS LLC	00488656	2021.446	PROJECT MGMT JAN21	Electric Utility Construction	3,750.00
03/12/2021	ENERGY PROJECT SOLUTIONS LLC	00488656	2021.446	DBTS LABOR/EQUIPMENT&MATERIALS	Electric Utility Construction	98,799.83
03/12/2021	ENERGY PROJECT SOLUTIONS LLC	00488656	2021.446	DBTS SUBS	Electric Utility Construction	9,304.72
03/12/2021	ENERGY PROJECT SOLUTIONS LLC	00488656	2021.446	MILESTONE 2A 25% FIELD&PRELIM	Electric Utility Construction	42,365.00
Total for Payment No.:						169,266.51

**Payment No: 018614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	DESILVA GATES CONSTRUCTION LP	00488236	92010805A	CONTRACT FOR 2020 ANNUAL STREE	Streets And Highways	154,955.00
02/26/2021	DESILVA GATES CONSTRUCTION LP	00488236	92010805A	RETENTION	Streets And Highways	-7,747.75
				Total for Payment No.:		147,207.25

**Payment No: 018661**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ANIXTER INC.	00488394	4833475-00	TERMINATION, 600A, INSULATING	Electric Utility	11,401.89
03/05/2021	ANIXTER INC.	00488394	4833475-00	PED CONNECTOR 6 WAY/500MCM. HU	Electric Utility	55.59
03/05/2021	ANIXTER INC.	00488397	4853115-00	TERMINATION, 600A, STUD, COPPE	Electric Utility	193.58
03/05/2021	ANIXTER INC.	00488397	4853115-00	GRIP, GUY, 3/8IN WIRE. AB CHAN	Electric Utility	905.79
03/05/2021	ANIXTER INC.	00488399	4852946-01	MARKER, LETTER, Q, 2-7/8INX1-3	Electric Utility	35.47
03/05/2021	ANIXTER INC.	00488399	4852946-01	MARKER, LETTER, T, 2-7/8INX1-3	Electric Utility	70.95
03/05/2021	ANIXTER INC.	00488399	4852946-01	MARKER, LETTER, X, 2-7/8INX1-3	Electric Utility	35.47
03/05/2021	ANIXTER INC.	00488399	4852946-01	LETTER, ALUMINUM, B, 3IN TALL.	Electric Utility	99.77
03/05/2021	ANIXTER INC.	00488399	4852946-01	LETTER, ALUMINUM, G, 3IN TALL.	Electric Utility	90.00
03/05/2021	ANIXTER INC.	00488399	4852946-01	NUMBER, ALUM, #3, 3IN TALL POL	Electric Utility	99.77
03/05/2021	ANIXTER INC.	00488399	4852946-01	MARKER, #1, 2-7/8INX1-3/4IN, 2	Electric Utility	106.44
03/05/2021	ANIXTER INC.	00488399	4852946-01	MARKER, LETTER, K, 2-7/8INX1-3	Electric Utility	35.47
03/05/2021	ANIXTER INC.	00488404	4821577-02	TERMINATION, 200A, PARKING STA	Electric Utility	4,318.04
03/05/2021	ANIXTER INC.	00488405	4805090-01	CONNECTOR, SPADE, DUAL TERMINA	Electric Utility	17,063.95
03/05/2021	ANIXTER INC.	00488408	4787687-03	CONNECTOR, SPADE, DUAL TERMINA	Electric Utility	14,061.00
03/05/2021	ANIXTER INC.	00488409	4833475-01	TERMINATION, 600A, INSULATING	Electric Utility	18,213.41
03/05/2021	ANIXTER INC.	00488409	4833475-01	BRACKET, MOUNTING, FOR OUTDOOR	Electric Utility	1,128.15
03/05/2021	ANIXTER INC.	00488409	4833475-01	, CLEVIS AB CHANCE #0340	Electric Utility	140.34
03/05/2021	ANIXTER INC.	00488409	4833475-01	PED CONNECTOR 6 WAY/500MCM. HU	Electric Utility	778.26
03/05/2021	ANIXTER INC.	00488589	4852946-00	MARKER, #0, 1-1/2INX1IN, 1IN L	Electric Utility	62.13

03/05/2021	ANIXTER INC.	00488589	4852946-00	MARKER, #8, 1-1/2INX1IN, 1IN L	Electric Utility	62.13
03/05/2021	ANIXTER INC.	00488614	4816247-00	BRAID, SHIELD, 19/32IN WIDE (5	Electric Utility	68,670.00
				Total for Payment No.:		137,627.60

**Payment No: 649305**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VIRGINIA TRANSFORMER CORP	00488708	60235	SPARE PARTS	Electric Utility Construction	68,795.65
03/05/2021	VIRGINIA TRANSFORMER CORP	00488709	60236	FIELD INSTALLATION AND TESTING	Electric Utility Construction	5,471.30
03/05/2021	VIRGINIA TRANSFORMER CORP	00488709	60236	PERFORMANCE BOND	Electric Utility Construction	6,000.00
03/05/2021	VIRGINIA TRANSFORMER CORP	00488709	60236	FREIGHT	Electric Utility Construction	29,120.00
03/05/2021	VIRGINIA TRANSFORMER CORP	00488709	60236	SPARE PARTS	Electric Utility Construction	28,204.35
				Total for Payment No.:		137,591.30

**Payment No: 018775**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ORACLE AMERICA INC	00489127	44999439	ORACLE DATABASE ENTERPRISE EDI	Electric Utility	54,617.50
03/12/2021	ORACLE AMERICA INC	00489127	44999439	ORACLE DATABASE APPLIANCE PREM	Electric Utility	2,050.31
03/12/2021	ORACLE AMERICA INC	00489163	45092066	PEOPLESFT PROGRAM TECHNICAL S	General Fund	56,320.96
03/12/2021	ORACLE AMERICA INC	00489166	45091991	PEOPLESFT PROGRAM TECHNICAL S	General Fund	3,050.83
				Total for Payment No.:		116,039.60

**Payment No: W21250**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GEORGE HILLS COMPANY, INC	00488739	1299MAR2021	WT:REPLENISH SPEC LIAB INS ESC	Special Liability Insurance	116,000.00

Total for Payment No.: 116,000.00

**Payment No: 649172**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	A100 LLC	00488711	81294-01 Utility Refund	UTILITY REFUND	General Fund	111,725.02
Total for Payment No.:						111,725.02

**Payment No: 018770**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MYERS POWER PRODUCTS	00489123	W-86853	METAL-CLAD SWITCHGEAR ASSEMBLY	Electric Utility Construction	21,045.50
03/12/2021	MYERS POWER PRODUCTS	00489123	W-86853	MEDIUM VOLTAGE METAL-ENCLOSED	Electric Utility Construction	59,702.35
03/12/2021	MYERS POWER PRODUCTS	00489123	W-86853	AC AND DC PANELBOARDS FOR SWIT	Electric Utility Construction	26,466.07
03/12/2021	MYERS POWER PRODUCTS	00489123	W-86853	DISASSEMBLY AND REASSEMBLY OF	Electric Utility Construction	0.00
Total for Payment No.:						107,213.92

**Payment No: 018686**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LEVY SANTA CLARA CONVENTION CENTER	00488533	Levyinv 00017	FY20/21 SHORTFALL JAN	SCCC-Levy Food & Beverage	77,560.24
03/05/2021	LEVY SANTA CLARA CONVENTION CENTER	00488537	Levyinv 00018	REIMB KITCHEN REFRIG REPAIRS	SCCC Capital Improvement Fund	658.69
03/05/2021	LEVY SANTA CLARA CONVENTION CENTER	00488690	Levyinv 021221	Meal Distribution Program	Other City Dept Op Grant Fund	23,145.60
Total for Payment No.:						101,364.53

**Payment No: 649518**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RIVERWOOD PLACE APARTMENTS	00488787	32257FEB2021	AEA GRANT PROGRAM - RIVERWOOD	City Affordable Housing	100,000.00

Total for Payment No.: 100,000.00

**Payment No: 018784**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PREFERRED BENEFIT	00489275	EIA39565	DENTAL PREMIUMS MAR21	Payroll Liability&ClearingAcct	76,719.90
03/12/2021	PREFERRED BENEFIT	00489276	EIA39566	DENTAL PREMIUMS MAR 21	Payroll Liability&ClearingAcct	6,960.48
03/12/2021	PREFERRED BENEFIT	00489277	EIA39567	VISION PREMIUMS MAR21	Payroll Liability&ClearingAcct	10,436.34
Total for Payment No.:						94,116.72

**Payment No: 649530**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SIEMENS ENERGY INC	00489206	5842008478	72.5KV SF6 DEAD TANK, OUTDOOR,	Electric Utility Construction	92,350.25
Total for Payment No.:						92,350.25

**Payment No: 649382**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MIASOLE HI-TECH CORP	00488901	17693-04 Utility Refund	UTILITY REFUND	General Fund	4,716.82
03/12/2021	MIASOLE HI-TECH CORP	00488963	62825-04 Utility Refund	UTILITY REFUND	General Fund	85,314.43
Total for Payment No.:						90,031.25

**Payment No: W21254**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	WASHINGTON TRUST BANK	00489274	02/21/21-03/06/21	WT:VEBA CONTRIB B2105	Fringe Benefits	88,150.00
Total for Payment No.:						88,150.00

**Payment No: 018672**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021		00488326	32797 PJS	LEGAL SERVICES DEC20	Electric Utility	87,913.10
				Total for Payment No.:		87,913.10

**Payment No: 018742**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	G2 ENERGY OSTROM RD LLC	00488658	SVP 2-21	ENERGY (LANDFILL GAS) FEB21	Electric Utility	85,876.15
				Total for Payment No.:		85,876.15

**Payment No: 018646**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00488041	6751776993-0 FEB2021	GAS TRANSPORT COGEN JAN21	Electric Utility	85,217.56
				Total for Payment No.:		85,217.56

**Payment No: 018818**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ENERGY & RESOURCE SOLUTIONS	00489309	11502	BUSINES ENERG EFF PROG FEB2021	Elec OperatingGrant Trust Fund	5,759.73
03/19/2021	ENERGY & RESOURCE SOLUTIONS	00489309	11502	BUSINES ENERG EFF PROG FEB2021	Elec OperatingGrant Trust Fund	37,026.83
03/19/2021	ENERGY & RESOURCE SOLUTIONS	00489309	11502	BUSINES ENERG EFF PROG FEB2021	Elec OperatingGrant Trust Fund	12,342.28
03/19/2021	ENERGY & RESOURCE SOLUTIONS	00489309	11502	BUSINES ENERG EFF PROG FEB2021	Elec OperatingGrant Trust Fund	18,924.83
03/19/2021	ENERGY & RESOURCE SOLUTIONS	00489309	11502	BUSINES ENERG EFF PROG FEB2021	Elec OperatingGrant Trust Fund	8,228.18
				Total for Payment No.:		82,281.85

**Payment No: 649161**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SWA SERVICES GROUP	00488008	21450	JANITORIAL FEB 2021	General Fund	80,131.76

Total for Payment No.: 80,131.76

**Payment No: W21248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/04/2021	SEDGWICK CLAIMS MGMT SVCS INC	00488740	CC-8029-2021-03030920	Escrow Deposit Worker's Comp	Workers Compensation	80,000.00
Total for Payment No.:						80,000.00

**Payment No: 018711**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TRAYER ENGINEERING CORP	00488411	0000027168	SWITCH, PADMOUNT, LIQUID-INSUL	Electric Utility	77,480.19
Total for Payment No.:						77,480.19

**Payment No: 018618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ENERGY & RESOURCE SOLUTIONS	00487698	11443	BUSINES ENERG EFF PROG JAN2021	Elec OperatingGrant Trust Fund	34,706.68
02/26/2021	ENERGY & RESOURCE SOLUTIONS	00487698	11443	BUSINES ENERG EFF PROG JAN2021	Elec OperatingGrant Trust Fund	11,568.88
02/26/2021	ENERGY & RESOURCE SOLUTIONS	00487698	11443	BUSINES ENERG EFF PROG JAN2021	Elec OperatingGrant Trust Fund	17,738.97
02/26/2021	ENERGY & RESOURCE SOLUTIONS	00487698	11443	BUSINES ENERG EFF PROG JAN2021	Elec OperatingGrant Trust Fund	5,398.82
02/26/2021	ENERGY & RESOURCE SOLUTIONS	00487698	11443	BUSINES ENERG EFF PROG JAN2021	Elec OperatingGrant Trust Fund	7,712.60
Total for Payment No.:						77,125.95

**Payment No: 649556**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	WESTERN SYSTEMS INC	00489051	0000044201	TS2-1 TRAFFIC SIGNAL CABINET,	Streets And Highways	15,693.54
03/12/2021	WESTERN SYSTEMS INC	00489052	0000044422	ETHERNET SWITCH, ETHERWAN PART	Streets And Highways	13,198.90



03/12/2021	WESTERN SYSTEMS INC	00489053	0000044423	TS2-1 TRAFFIC SIGNAL CABINET,	Streets And Highways	15,693.54
03/12/2021	WESTERN SYSTEMS INC	00489054	0000044424	TS2-1 TRAFFIC SIGNAL CABINET,	Streets And Highways	15,693.54
03/12/2021	WESTERN SYSTEMS INC	00489055	0000044425	TS2-1 TRAFFIC SIGNAL CABINET,	Streets And Highways	15,693.54
Total for Payment No.:						75,973.06

**Payment No: 018679**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GOLDER ASSOCIATES	00488305	610637	RELATED CITY PLACE- JAN 2021	Related Santa Clara Dvlpr Fund	15,055.95
03/05/2021	GOLDER ASSOCIATES	00488305	610637	LANDFILL SERVICES- JAN 2021	Solid Waste Utility-Constructi	58,288.10
Total for Payment No.:						73,344.05

**Payment No: W21242**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	SC UTILITIES ELECTRIC JAN21	Elec OperatingGrant Trust Fund	457.94
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	RENT 881 MARTIN AVE MAR2021	Elec OperatingGrant Trust Fund	3,593.78
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	COMMON AREA 881 MARTIN FEB2021	Elec OperatingGrant Trust Fund	191.93
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	PGE 881 MARTIN AVE DJAN2021	Elec OperatingGrant Trust Fund	89.77
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	SC UTIL WATER/SEWER/FIRE DJAN2	Elec OperatingGrant Trust Fund	28.30
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	RENT 881 MARTIN AVE MAR2021	Electric Utility	56,302.49
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	COMMON AREA 881 MARTIN FEB2021	Electric Utility	3,006.97
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	PGE 881 MARTIN AVE JAN2021	Electric Utility	1,406.34
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	SC UTIL WATER/SEWER/FIRE JAN21	Electric Utility	443.43
03/01/2021	GAHRAHMAT FAMILY LTD II	00488252	GFLP2-21065	SC UTILITIES ELECTRIC JAN21	Electric Utility	7,174.41
Total for Payment No.:						72,695.36

**Payment No: 018792**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TRI-DAM POWER AUTHORITY	00488792	2021-2S SVP	ENERGY PURCH (HYDRO) FEB21	Electric Utility	71,988.78
				Total for Payment No.:		71,988.78

**Payment No: 649268**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	R & B CO	00487974	S1989357.003	FOSTER ADAPTER	Water Utility	1,276.84
03/05/2021	R & B CO	00487976	S1983892.012	WATER LIDS	Water Utility	943.07
03/05/2021	R & B CO	00487977	S1990495.001	COR-TEN T-HEADS	Water Utility	1,385.50
03/05/2021	R & B CO	00487979	S1987741.001	MJ CROSSES AND REDUCERS	Water Utility	1,549.78
03/05/2021	R & B CO	00487980	S1987741.003	MJ CROSS	Water Utility	430.83
03/05/2021	R & B CO	00487982	S1988549.001	FILLER FLANGE	Water Utility	971.19
03/05/2021	R & B CO	00487983	S1989357.001	MJ TEE	Water Utility	4,172.42
03/05/2021	R & B CO	00487984	S1989357.002	MJ REDUCER	Water Utility	315.13
03/05/2021	R & B CO	00487985	S1991105.001	CU WIRE WOODEN REEL	Water Utility Construction	545.00
03/05/2021	R & B CO	00487986	S1991048.001	FLG X FLG	Water Utility	425.45
03/05/2021	R & B CO	00488381	S1991559.001	PIPE, DUCTILE IRON, 6IN, CL CL	Water Utility	1,181.12
03/05/2021	R & B CO	00488381	S1991559.001	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	370.60
03/05/2021	R & B CO	00488381	S1991559.001	RISER, BREAK-OFF, 6IN. LONG BE	Water Utility	348.80
03/05/2021	R & B CO	00488382	S1990422.001	POLYWRAP, BLUE, F/1 - 1/2 COPP	Water Utility	114.45
03/05/2021	R & B CO	00488382	S1990422.001	HYMAX GRIP COUPLING 6" RANGE:6	Water Utility	3,391.21
03/05/2021	R & B CO	00488383	S1990422.003	WASHER, 3/4IN, 18-8 STAINLESS	Water Utility	1,635.00
03/05/2021	R & B CO	00488384	S1990422.002	ADAPTER, SJ, CU X MIP, 2IN. N	Water Utility	1,525.63
03/05/2021	R & B CO	00488385	S1989829.003	ELBOW, BRASS, STREET, 90 DEGRE	Water Utility	1,726.55
03/05/2021	R & B CO	00488385	S1989829.003	NIPPLE, BRASS, 2IN X 8IN	Water Utility	454.37

03/05/2021	R & B CO	00488385	S1989829.003	NIPPLE, BRASS 2 X 4	Water Utility	159.84
03/05/2021	R & B CO	00488386	S1989234.001	PIPE LUBE, BLACK SWAN, QUART S	Water Utility	130.80
03/05/2021	R & B CO	00488386	S1989234.001	BEND, 90 DEGREES, 12IN, MJ, CL	Water Utility	2,406.33
03/05/2021	R & B CO	00488388	S1988838.003	CLAMP, FULL CIRCLE, 12IN X 22-	Water Utility	2,912.37
03/05/2021	R & B CO	00488389	S1988838.001	PIPE, 4" PVC SEWER PIPE, ASTM	Water Utility	174.88
03/05/2021	R & B CO	00488389	S1988838.001	VALVE, BACKFLOW PREVENTER, 1IN	Water Utility	4,120.20
03/05/2021	R & B CO	00488389	S1988838.001	HYMAX GRIP COUPLING 12", RANGE	Water Utility	4,245.83
03/05/2021	R & B CO	00488389	S1988838.001	TAPE, PVC PIPE WRAPPING, SIZE	Water Utility	441.45
03/05/2021	R & B CO	00488395	S1992499.002	TUBING, COPPER, 1IN, TYPE K SO	Water Utility	2,714.10
03/05/2021	R & B CO	00488395	S1992499.002	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility	3,953.56
03/05/2021	R & B CO	00488400	S1991559.002	BEND, 11-1/4 DEGREES, 8IN, MJ,	Water Utility	302.65
03/05/2021	R & B CO	00488400	S1991559.002	TEE, MJ, 6IN, CL, DI C-153 TRI	Water Utility	822.25
03/05/2021	R & B CO	00488554	S1990041.001	PIPE WRAP, BLACK POLYWRAP FOR	Water Utility	370.60
03/05/2021	R & B CO	00488555	S1989829.001	RETAINER GLAND KIT, 8IN, TYLER	Water Utility	3,954.52
03/05/2021	R & B CO	00488556	S1989234.002	FOSTER ADAPTOR, INFAC 12 INCH	Water Utility	1,702.45
03/05/2021	R & B CO	00488559	S1988838.002	TAPE, PVC PIPE WRAPPING, SIZE	Water Utility	103.55
03/05/2021	R & B CO	00488560	S1987240.003	VALVE, GATE, MJ, 12IN, CI, RES	Water Recycling Program	1,943.51
03/05/2021	R & B CO	00488561	S1985780.001	SAMPLE STATION, WITHOUT FLUSH	Water Utility	2,507.00
03/05/2021	R & B CO	00488561	S1985780.001	EPOXY COATING	Water Utility	218.00
03/05/2021	R & B CO	00488585	S1991854.002	VITA-D-CHLOR140. 140 TABLETS P	Water Utility	4,087.50
03/05/2021	R & B CO	00488588	S1991854.001	VITA-D-CHLOR140. 140 TABLETS P	Water Utility	4,087.50
03/05/2021	R & B CO	00488596	S1991559.003	RETAINER GLAND KIT, 6IN, TYLER	Water Utility	6,447.35
03/05/2021	R & B CO	00488610	S1990422.004	ADAPTER, SJ, CU X MIP, 2IN. N	Water Utility	97.38
03/05/2021	R & B CO	00488616	S1983822.005	TUBING, COPPER, 3/4IN, TYPE K,	Water Utility	704.14
				Total for Payment No.:		71,370.70

**Payment No: 649133**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021		00488132	1512886	CHANGE ORDER #4: ADDITIONAL FU	General Fund	814.00
02/26/2021		00488133	1513297	LEGAL SERVICES	Special Liability Insurance	713.00
02/26/2021		00488133	1513297	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	10,000.00
02/26/2021		00488133	1513297	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	52,619.25
Total for Payment No.:						64,146.25

**Payment No: 649163**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	THE SOURCING GROUP, LLC	00487802	350947	BUSINESS CARDS	General Fund	212.55
02/26/2021	THE SOURCING GROUP, LLC	00488230	328993R	Quarterly News Letter - Invoi	General Fund	32,812.55
02/26/2021	THE SOURCING GROUP, LLC	00488231	360038	Quarterly News Letter - Invoi	General Fund	27,577.39
Total for Payment No.:						60,602.49

**Payment No: 018722**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AIR PRODUCTS & CHEMICALS	00488659	416137363	PURCHASE OF RA CAPACITY FEB21	Electric Utility	60,000.00
Total for Payment No.:						60,000.00

**Payment No: 018782**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	POWER PROS	00489035	2020152	OFFSITE FACTORY ACCEPTANCE TES	Electric Utility Construction	57,440.00
Total for Payment No.:						57,440.00

**Payment No: 018640**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ORACLE AMERICA INC	00488108	44999443	ORACLE DATABASE ENTERPRISE EDI	Electric Utility	54,617.50
02/26/2021	ORACLE AMERICA INC	00488108	44999443	ORACLE DATABASE APPLIANCE PREM	Electric Utility	2,050.31
				Total for Payment No.:		56,667.81

**Payment No: 018699**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	1,256.72
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	10.35
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	11.18
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	PUMP/4495 N 1ST ST	Sewer Utility	1,916.11
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POOL/2250 ROYAL	General Fund	6,333.37
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	NORTHSIDE LIB 695 MORELAND WAY	General Fund	670.27
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE-STA2 1900 WALSH AVE.	General Fund	1,547.34
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	STREET/1700 WALSH 50%	General Fund	1,256.73
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	CITY HALL-1500 WARBURTON	General Fund	2,240.81
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POLICE/601 EL CAMINO	General Fund	5,055.91
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	COMM SVCS-1515 EL CAMINO REAL	General Fund	125.91
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	BERMAN BLDG-1405 CIVIC CTR	General Fund	617.92
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#1 777 BENTON	General Fund	808.04
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#4-2323 PRUNERIDGE	General Fund	306.88
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POOL/BUCHER-REBIERO	General Fund	8.38
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POOL/BACHER-REBIERO STS	General Fund	5,935.73
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#9-3011 CORVIN	General Fund	1,598.40
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	GYM/2450 CABRILLO	General Fund	1,586.71
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	SPORTS CTR/3445 BENTON	General Fund	38.00
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	CRC/969 KIELY	General Fund	5,026.46

03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#3 2821 HOMESTEAD RD	General Fund	172.34
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	LIBRARY/2635 HOMESTEAD	General Fund	3,301.28
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POOL/2625 PATRICIA	General Fund	12,308.87
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	YOUTH SOCCER 5049 CENTENNIAL	General Fund	68.26
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#10 2401 TALLUTO	General Fund	0.00
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	PARKS/4750 LICK MILL BLVD	General Fund	289.71
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	FIRE/#6-888 AGNEW RD	General Fund	511.62
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POOL/3750 DELA CRUZ	General Fund	30.33
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	2975 LAFAYETTE ST.	General Fund	180.18
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	377.68
03/05/2021	PG&E	00488447	2490226441-5 JAN2021	SR CNTR 1303 FREMONT ST	General Fund	1,655.60
Total for Payment No.:						55,247.09

**Payment No: 018636**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MILTON SECURITY GROUP LLC	00488020	Q31459	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	8,000.00
02/26/2021	MILTON SECURITY GROUP LLC	00488020	Q31459	CYBER SECURITY,SSG,APPLCTN SUP	Electric Utility	19,000.00
02/26/2021	MILTON SECURITY GROUP LLC	00488022	Q31462	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	8,000.00
02/26/2021	MILTON SECURITY GROUP LLC	00488022	Q31462	CYBER SECURITY,SSG,APPLCTN SUP	Electric Utility	19,000.00
Total for Payment No.:						54,000.00

**Payment No: 649623**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	R & B CO	00488832	S1991258.001	HYMAX	Water Utility	3,687.71
03/19/2021	R & B CO	00488833	S1991222.001	HYMAX GRIP	Water Utility	321.74
03/19/2021	R & B CO	00488834	S1991222.002	FLANGE TO FLANGE DI SPOOL	Water Utility	2,313.22
03/19/2021	R & B CO	00488835	S1991258.002	MJ REDUCER	Water Utility	1,106.81

03/19/2021	R & B CO	00488836	S1991222.004	DISMANLTING JOINT	Water Utility	4,172.13
03/19/2021	R & B CO	00489285	S1991186.001	RC501-15.00 3.55 SHOP COAT	Water Utility	3,406.25
03/19/2021	R & B CO	00489466	S1991994.003	RETAINER GLAND KIT, 6IN, TYLER	Water Utility Construction	451.31
03/19/2021	R & B CO	00489466	S1991994.003	RETAINER GLAND KIT, 8IN, TYLER	Water Utility Construction	2,768.17
03/19/2021	R & B CO	00489468	S1991994.001	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	22,170.61
03/19/2021	R & B CO	00489468	S1991994.001	SADDLE, SERVICE 8IN CI/AC X 11	Water Utility Construction	3,083.51
03/19/2021	R & B CO	00489468	S1991994.001	STOP, CORP, STD, 1IN X 1IN. MU	Water Utility Construction	1,429.25
03/19/2021	R & B CO	00489468	S1991994.001	BOLTS, BREAK-OFF FOR HYDRANTS,	Water Utility Construction	20.60
03/19/2021	R & B CO	00489468	S1991994.001	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	76.30
03/19/2021	R & B CO	00489468	S1991994.001	BURY, HYDRANT, 6IN X 36IN, MJ	Water Utility Construction	801.15
03/19/2021	R & B CO	00489468	S1991994.001	PIPE, DUCTILE IRON, 6IN, CL CL	Water Utility Construction	295.28
03/19/2021	R & B CO	00489468	S1991994.001	PIPE, PIP, 8IN, 20FT LENGTH, 8	Water Utility Construction	215.82
03/19/2021	R & B CO	00489468	S1991994.001	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	4,435.69
03/19/2021	R & B CO	00489468	S1991994.001	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility Construction	174.40
03/19/2021	R & B CO	00489468	S1991994.001	COUPLER, PAK JOINT, REDUCING,	Water Utility Construction	600.40
03/19/2021	R & B CO	00489468	S1991994.001	HYMAX GRIP COUPLING 6" RANGE:6	Water Utility Construction	1,017.36
Total for Payment No.:						52,547.71

**Payment No: 649575**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BATEMAN SENIOR MEALS	00489625	INV4650003862	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,895.04
03/19/2021	BATEMAN SENIOR MEALS	00489626	INV4650003892	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,236.80

03/19/2021	BATEMAN SENIOR MEALS	00489627	INV4650004219	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	4,047.36
03/19/2021	BATEMAN SENIOR MEALS	00489628	INV4650003768	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	2,190.56
03/19/2021	BATEMAN SENIOR MEALS	00489628	INV4650003768	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	1,557.60
03/19/2021	BATEMAN SENIOR MEALS	00489629	INV4650003827	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,905.92
03/19/2021	BATEMAN SENIOR MEALS	00489631	INV4650004209	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,242.24
03/19/2021	BATEMAN SENIOR MEALS	00489632	INV4650004471	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,236.80
03/19/2021	BATEMAN SENIOR MEALS	00489633	INV4650003923	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,236.80
03/19/2021	BATEMAN SENIOR MEALS	00489634	INV4650004407	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,900.48
03/19/2021	BATEMAN SENIOR MEALS	00489635	INV4650004437	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,878.72
03/19/2021	BATEMAN SENIOR MEALS	00489636	INV4650004696	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,856.96
03/19/2021	BATEMAN SENIOR MEALS	00489637	INV4650004122	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,786.24
03/19/2021	BATEMAN SENIOR MEALS	00489638	INV4650004152	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,862.40
03/19/2021	BATEMAN SENIOR MEALS	00489639	INV4650004502	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	3,933.12
Total for Payment No.:						51,767.04

**Payment No: 649310**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GROUNDSWELL LANDSCAPE DESIGN	00489042	012621	AGREEMENT FOR MAGICAL BRIDGE A	Parks And Recreation	51,275.00
Total for Payment No.:						51,275.00

**Payment No: 018689**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/05/2021	MARIN CLEAN ENERGY	00488325	SVP-0121	CISO CHG SC SVC G2-1 JAN21	Electric Utility	51,464.45
03/05/2021	MARIN CLEAN ENERGY	00488325	SVP-0121	CISO CHG SC SVC G2-1 JAN21	Electric Utility	-289.02
				Total for Payment No.:		51,175.43

**Payment No: 018739**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ELECTRICAL CONSULTANTS INC	00488530	90562	TRANSMISSION ENG. SRVCS SEP20	Electric Utility Construction	5,540.00
03/12/2021	ELECTRICAL CONSULTANTS INC	00488538	91494	TRANSMISSION ENG. SRVCS NOV20	Electric Utility Construction	713.50
03/12/2021	ELECTRICAL CONSULTANTS INC	00488539	92017	TRANSMISSION ENG. SRVCS DEC20	Electric Utility Construction	1,037.50
03/12/2021	ELECTRICAL CONSULTANTS INC	00488664	92506	TRANSMISSI ENG SRV JAN2021	Electric Utility Construction	42,724.97
				Total for Payment No.:		50,015.97

**Payment No: 649224**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FAIRBANKS ENERGY SERVICES INC	00488164	R21-SLR-0036	LTG REBATE; 61600-3; 5101 LAFA	Elec OperatingGrant Trust Fund	49,285.40
				Total for Payment No.:		49,285.40

**Payment No: 649184**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	RWS FACILITY SERVICES	00488734	77935-02 Utility Refund	UTILITY REFUND	General Fund	48,403.29
				Total for Payment No.:		48,403.29

**Payment No: 018730**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	██	00489113	264972	CHANGE ORDER #1: ADDITIONAL FU	Electric Utility Construction	2,552.83
03/12/2021	██	00489114	264927	CHANGE ORDER #1: ADDITIONAL	Related Santa Clara	45,020.00

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Dvlpr Fund

Total for Payment No.:

47,572.83

**Payment No: 649303**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VANTAGE DATA CNTR MGMNT CO LLC	00488168	R19-DCR-0114-3	DATA CTR REBATE; ACCT 78659-1	Elec OperatingGrant Trust Fund	45,442.25
Total for Payment No.:						45,442.25

**Payment No: 649507**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PACKET FUSION INC	00489036	PB13916	Service support and maintenanc	General Government - Other	45,334.00
Total for Payment No.:						45,334.00

**Payment No: 018806**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ANIXTER INC.	00489215	4843703-01	BLADE FOR REPLACE & RPR	Electric Utility	320.46
03/19/2021	ANIXTER INC.	00489464	4853215-00	CONNECTOR, SERVICE DROP INSUL	Electric Utility	13.01
03/19/2021	ANIXTER INC.	00489464	4853215-00	CONNECTOR, OH, AUTO FULL-TEN,	Electric Utility	18.11
03/19/2021	ANIXTER INC.	00489464	4853215-00	COMPOUND, ELECTRICAL JOINT, FO	Electric Utility	27.20
03/19/2021	ANIXTER INC.	00489465	4853115-01	TERMINATION, LF, 200A, INDOOR/	Electric Utility	24,666.70
03/19/2021	ANIXTER INC.	00489469	4828033-01	WIRE, 600V, AL, 4/C, 500 MCM,	Electric Utility	11,772.00
03/19/2021	ANIXTER INC.	00489471	4802588-02	CLAMP DEADEND, HOT LINE, 12 KV	Electric Utility	1,311.43
03/19/2021	ANIXTER INC.	00489472	4833475-02	, CLEVIS AB CHANCE #0340	Electric Utility	421.01
03/19/2021	ANIXTER INC.	00489472	4833475-02	INSULATOR, 600V, SPOOL . JOSLY	Electric Utility	210.59
03/19/2021	ANIXTER INC.	00489482	4732585-01	GRIP, CABLE, 1.75IN - 2.00IN C	Electric Utility	1,828.48
03/19/2021	ANIXTER INC.	00489595	4802584-00COR	DEAD-END, CLEVIS, CU, #4, STRA	Electric Utility	318.83
03/19/2021	ANIXTER INC.	00489600	4805090-00	TAPE, VINYL, BLACK, 2" x 36 YD	Electric Utility	117.72

03/19/2021	ANIXTER INC.	00489601	4701750-03	GRIP, CABLE, 1.00IN - 1.25IN C	Electric Utility	2,220.00
03/19/2021	ANIXTER INC.	00489603	4802588-01	CLAMP DEADEND, HOT LINE, 12 KV	Electric Utility	1,008.80
Total for Payment No.:						44,254.34

**Payment No: 018659**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	3DEGREES GROUP INC	00488203	19962	GREEN-E ENGY WIND, WECC JAN21	Electric Utility	1,909.50
03/05/2021	3DEGREES GROUP INC	00488203	19962	GREEN-E ENGY CA WECC SLR JAN21	Electric Utility	41,243.50
Total for Payment No.:						43,153.00

**Payment No: 018851**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	VALLEY CONCRETE INC	00489093	022521	CONCRT MAINT. & REPAIRS- FEB21	Streets And Highways	41,902.89
Total for Payment No.:						41,902.89

**Payment No: 649509**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PERISCOPE HOLDINGS INC	00489007	SI-7124	AGENCY SUB 10/17/18-10/16/19	General Fund	13,892.00
03/12/2021	PERISCOPE HOLDINGS INC	00489008	SI-7125	AGENCY SUB 10/17/19-10/16/20	General Fund	13,892.00
03/12/2021	PERISCOPE HOLDINGS INC	00489009	SI-7126	AGENCY SUB 10/17/20-10/16/21	General Fund	13,982.00
Total for Payment No.:						41,766.00

**Payment No: 018708**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	THE OKONITE COMPANY	00488622	IBZ62	WIRE, 15KV 600 KCMIL TRIPLEXED	Electric Utility	41,126.21
Total for Payment No.:						41,126.21

**Payment No: 018752**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HOUSEKEYS INC	00489071	BMP210115-1	BMP FY20/21 HOUSEKEYS	City Affordable Housing	15,000.00
03/12/2021	HOUSEKEYS INC	00489072	BMP210115-2	BMP FY20/21 HOUSEKEYS	City Affordable Housing	12,500.00
03/12/2021	HOUSEKEYS INC	00489073	210215BMR	HOUSEKEYS FY20/21 Program Admi	City Affordable Housing	7,800.00
03/12/2021	HOUSEKEYS INC	00489073	210215BMR	HOUSEKEYS FY20/21 Program Admi	Housing Successor	5,200.00
Total for Payment No.:						40,500.00

**Payment No: 649287**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SULZER PUMP SERVICES (US) INC	00488527	90539556	RECONDITIONING OF EXISTING PN#	Electric Utility	19,904.16
03/05/2021	SULZER PUMP SERVICES (US) INC	00488527	90539556	MANUFACTURE OF NEW PARTS FOR BO	Electric Utility	17,631.55
Total for Payment No.:						37,535.71

**Payment No: 018756**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	IXOM WATERCARE INC	00489228	82962	QUANTITY 3 EACH: GS-12-120v G	Water Utility	35,041.32
03/12/2021	IXOM WATERCARE INC	00489228	82962	STANDARD 3 -DAY FREIGHT	Water Utility	300.00
Total for Payment No.:						35,341.32

**Payment No: 649217**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	DELL MARKETING LP	00488677	10452270700	TAXABLE AMOUNT	Police Operating Grant Fund	10,493.44
03/05/2021	DELL MARKETING LP	00488677	10452270700	NON-TAXABLE AMOUNT	Police Operating Grant Fund	2,553.98
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Government - Other	8,467.59
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Government - Other	1,286.28

03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	TAXABLE AMOUNT	General Fund	1,693.15
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
03/05/2021	DELL MARKETING LP	00488678	10455101547	NON-TAXABLE AMOUNT	General Fund	257.20
				Total for Payment No.:		34,503.39

**Payment No: 018718**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BENEFIT COORDINATORS CORP	00489299	33496MAR2021	LIFE & DISABILITY INS B2105	Payroll Liability&ClearingAcct	4,471.26
03/12/2021	BENEFIT COORDINATORS CORP	00489299	33496MAR2021	LIFE & DISABILITY INS B2105	Payroll Liability&ClearingAcct	9,711.33
03/12/2021	BENEFIT COORDINATORS CORP	00489299	33496MAR2021	LIFE & DISABILITY INS B2105	Payroll Liability&ClearingAcct	3,555.12
03/12/2021	BENEFIT COORDINATORS CORP	00489299	33496MAR2021	LIFE & DISABILITY INS B2105	Payroll Liability&ClearingAcct	4,021.13
03/12/2021	BENEFIT COORDINATORS CORP	00489299	33496MAR2021	LIFE & DISABILITY INS B2105	Payroll Liability&ClearingAcct	12,649.63
				Total for Payment No.:		34,408.47

**Payment No: 649647**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	UNIQUE SCAFFOLDING	00489399	19584	SCAFFOLDING MATERIAL RENTAL	Electric Utility	16,811.09
03/19/2021	UNIQUE SCAFFOLDING	00489400	19707	SCAFFOLDING MATERIAL RENTAL	Electric Utility	16,229.60

Total for Payment No.: 33,040.69

**Payment No: 018597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	INTL FIREFIGHTERS LOCAL 1171	00488282	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	32,967.43
Total for Payment No.:						32,967.43

**Payment No: 018721**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ACT ENVIRO	00488800	320257	LABPACK-NON REACTIVE	Electric Utility	200.00
03/12/2021	ACT ENVIRO	00488800	320257	LABPACK- REACTIVE	Electric Utility	4,340.00
03/12/2021	ACT ENVIRO	00488800	320257	UN4GV, UN4814 or UNE127 - Kit	Electric Utility	654.00
03/12/2021	ACT ENVIRO	00488800	320257	5 GAL POLY DRUM - OPEN TOP	Electric Utility	78.48
03/12/2021	ACT ENVIRO	00488800	320257	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	465.28
03/12/2021	ACT ENVIRO	00488800	320257	MANIFEST FEE	Electric Utility	30.00
03/12/2021	ACT ENVIRO	00488800	320257	3HR LABOR DRIVER 2/8/21	Electric Utility	201.00
03/12/2021	ACT ENVIRO	00488800	320257	BAG OF VERMICULITE	Electric Utility	45.00
03/12/2021	ACT ENVIRO	00488800	320257	PPE GEAL LEVEL D	Electric Utility	8.00
03/12/2021	ACT ENVIRO	00488800	320257	TRANSPORTATION 5 GAL	Electric Utility	320.00
03/12/2021	ACT ENVIRO	00488801	320279	OILY DEBRIS	Electric Utility	165.00
03/12/2021	ACT ENVIRO	00488801	320279	MINERAL OIL	Electric Utility	145.00
03/12/2021	ACT ENVIRO	00488801	320279	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	66.36
03/12/2021	ACT ENVIRO	00488801	320279	MANIFEST FEE	Electric Utility	35.00
03/12/2021	ACT ENVIRO	00488801	320279	2 HR LABOR DRIVER 2/8/21	Electric Utility	134.00
03/12/2021	ACT ENVIRO	00488801	320279	PPE GEAR LEVEL D	Electric Utility	8.00
03/12/2021	ACT ENVIRO	00488801	320279	TRANSPORTATION 55 GALLON	Electric Utility	66.00
03/12/2021	ACT ENVIRO	00488802	321704	LABPACK- REACTIVE	Electric Utility	17,360.00
03/12/2021	ACT ENVIRO	00488802	321704	2 GAL POLY DRUM - OPEN TOP	Electric Utility	1,098.72

03/12/2021	ACT ENVIRO	00488802	321704	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	1,657.44
03/12/2021	ACT ENVIRO	00488802	321704	MANIFEST FEE	Electric Utility	30.00
03/12/2021	ACT ENVIRO	00488802	321704	2 HR LABOR CHEMIST 2/17/21	Electric Utility	402.00
03/12/2021	ACT ENVIRO	00488802	321704	2 HR LABOR DRIVER 2/17/21	Electric Utility	402.00
03/12/2021	ACT ENVIRO	00488802	321704	BAG OF VERMICULITE	Electric Utility	180.00
03/12/2021	ACT ENVIRO	00488802	321704	MINERAL OIL	Electric Utility	200.00
03/12/2021	ACT ENVIRO	00488802	321704	PPE GEAR LEVEL D	Electric Utility	16.00
03/12/2021	ACT ENVIRO	00488802	321704	TRANSPORTATION 5 GALLON	Electric Utility	1,120.00
03/12/2021	ACT ENVIRO	00488803	320468	ANALYTICALS	Electric Utility	1,500.00
03/12/2021	ACT ENVIRO	00488803	320468	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	189.52
03/12/2021	ACT ENVIRO	00488803	320468	8 HRS LABOR CHEMIST 2/10/21	Electric Utility	536.00
03/12/2021	ACT ENVIRO	00488803	320468	SUPPLIES	Electric Utility	150.00
03/12/2021	ACT ENVIRO	00488803	320468	HAND PUMP LARGE	Electric Utility	50.00
03/12/2021	ACT ENVIRO	00488803	320468	PPE GEAR LEVEL D	Electric Utility	8.00
03/12/2021	ACT ENVIRO	00488803	320468	GEAR TRUCK (BOB TAIL) 2/10/21	Electric Utility	125.00
03/12/2021	ACT ENVIRO	00488804	321680	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
03/12/2021	ACT ENVIRO	00488804	321680	8 HR LABOR CHEMIST 2/17/21	Electric Utility	536.00
03/12/2021	ACT ENVIRO	00488804	321680	SUPPLIES	Electric Utility	150.00
03/12/2021	ACT ENVIRO	00488804	321680	HAND PUMP LARGE	Electric Utility	50.00
03/12/2021	ACT ENVIRO	00488804	321680	PPE GEAR LEVEL D	Electric Utility	8.00
03/12/2021	ACT ENVIRO	00488804	321680	GEAR TRUCK (BOB TAIL) 2/17/21	Electric Utility	125.00
				Total for Payment No.:		32,924.32

**Payment No: 018816**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	EFFICIENCY SERVICES GROUP, LLC	00489190	3093	EXTER/PRKING LOT LITE FEB21	Elec OperatingGrant Trust Fund	2,625.00
03/19/2021	EFFICIENCY SERVICES GROUP, LLC	00489190	3093	EXTER/PRKING LOT LITE FEB21	Elec OperatingGrant Trust Fund	29,773.00

Total for Payment No.: 32,398.00

**Payment No: W21259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	STATE TREASURER'S OFFICE	00489688	4469MAR2021C	WT:CONDMNTN/APN22461001&002	Electric Utility Construction	32,100.00
Total for Payment No.:						32,100.00

**Payment No: 649201**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CA DEPT OF CONSERVATION	00488016	508FEB2021	DEPT OF CONSERVATION - Q4 2020	CASp Certification & Training	31,860.59
Total for Payment No.:						31,860.59

**Payment No: 649132**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	LEAGUE OF CALIF CITIES	00488111	640903	MEMBERSHIP DUES 2021	General Fund	31,187.00
Total for Payment No.:						31,187.00

**Payment No: 018650**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	REVEL ENVIRONMENTAL MFG INC	00487875	47992	SERVICE PROGM- CATCH BASINS	General Fund	31,124.00
Total for Payment No.:						31,124.00

**Payment No: 649536**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	STATE WATER RESOURCES CONTROL	00488641	WD-0179277	RE: INDEX #424151	Solid Waste Utility-Constructi	30,625.00
Total for Payment No.:						30,625.00



**Payment No: 649223**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ENNIS-FLINT INC	00488298	254205	TRAFFIC- THERMOPLT MARKINGS	General Fund	3,958.28
03/05/2021	ENNIS-FLINT INC	00488426	253284	TRAFFIC STOCK-THERMOPLASTIC	General Fund	26,647.08
Total for Payment No.:						30,605.36

**Payment No: 018749**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	████████████████████	00489111	5592952	LEGAL SERVICES	Related Santa Clara Dvlpr Fund	1,236.03
03/12/2021	████████████████████	00489111	5592952	ADDITIONAL FUNDS FROM PO 24464	Related Santa Clara Dvlpr Fund	28,507.17
Total for Payment No.:						29,743.20

**Payment No: 649475**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FREEWAY TOYOTA OF HANFORD	00489046	4106550	2021 TOYOTA RAV4 HY (4522) IN	Vehicle Replacement Fund	29,371.14
03/12/2021	FREEWAY TOYOTA OF HANFORD	00489046	4106550	CA TIRE TAX	Vehicle Replacement Fund	8.75
03/12/2021	FREEWAY TOYOTA OF HANFORD	00489046	4106550	DELIVERY TO SANTA CLARA	Vehicle Replacement Fund	300.00
Total for Payment No.:						29,679.89

**Payment No: 649615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	15,654.56
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	7,897.29
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	398.10
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES	Electric Utility	398.10

				FEB21		
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	5,185.21
03/19/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	66.35
				Total for Payment No.:		29,599.61

**Payment No: 002326**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/11/2021	CAL PERS - PO BOX 1982	00489230	100000016322560	ADMIN FEE #04486	Electric Utility	500.00
03/11/2021	CAL PERS - PO BOX 1982	00489232	100000016322561	EMPLOYER/EMPLOYEE #04486	Electric Utility	27,896.01
				Total for Payment No.:		28,396.01

**Payment No: 649190**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	APPLE INC	00488160	R21-SLR-0160	LTG REBATE; 75167-02	Elec OperatingGrant Trust Fund	28,269.00
				Total for Payment No.:		28,269.00

**Payment No: 649266**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PRECEPT ENVIRONMENTAL INC	00488221	INV-1584	COOLING TOWN DISINFECT 2020	Electric Utility	27,700.00
				Total for Payment No.:		27,700.00

**Payment No: 018830**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	INFOSEND INC	00488372	185353	STREET - 2021 WASTE CALENDAR	Solid Waste Program	33.77
03/19/2021	INFOSEND INC	00488372	185353	ELECTRIC - DECEMBER INSERT	Elec OperatingGrant Trust Fund	32.62
03/19/2021	INFOSEND INC	00488372	185353	BILL PRINT & MAIL	General Fund	8,872.64
03/19/2021	INFOSEND INC	00488372	185353	CMO - MISSION CITY SCENES-DEC	General Fund	33.77

03/19/2021	INFOSEND INC	00488372	185353	CMO - MISSION CITY SCENES-JAN	General Fund	1,397.82
03/19/2021	INFOSEND INC	00488372	185353	ELECTRIC - JANUARY INSERT	Electric Utility	1,706.78
03/19/2021	INFOSEND INC	00488372	185353	BILL PRINT & MAIL	General Fund	5,999.80
03/19/2021	INFOSEND INC	00488375	186003	BILL PRINT & MAIL	General Fund	8,683.63
03/19/2021	INFOSEND INC	00488375	186003	CMO - MISSION CITY SCENES-JAN	General Fund	87.62
03/19/2021	INFOSEND INC	00488375	186003	ELECTRIC - JANUARY INSERT	Electric Utility	79.71
03/19/2021	INFOSEND INC	00488375	186003	BILL PRINT & MAIL	General Fund	597.14
				Total for Payment No.:		27,525.30

**Payment No: 018651**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ROBERT M MAHOWALD	00488107	22696RP	FURNISHINGS FOR SANTA CLARA SP	General Fund	27,314.30
				Total for Payment No.:		27,314.30

**Payment No: 018696**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00487973	S6627042.001	DEADEND WEDGE ASSEMBLY	Electric Utility	592.86
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488387	S6619661.001	INSULATOR, 600V, STRAIN, 2-1/4	Electric Utility	321.55
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488390	S6587913.001	NUMBER PLATE, ALUMINUM, #1 3-3	Electric Utility	87.20
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488391	S6631848.002	WIRE, 600V, 1/0 3C TRIPLEX, XL	Electric Utility	2,943.00
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488392	S6631848.001	CHAIN LINK, TWISTED, CHANCE, K	Electric Utility	422.22
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488392	S6631848.001	GRIP, GUY, 1/4IN WIRE. PREFORM	Electric Utility	276.32
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488406	S6598357.003	PLATE, BUTT, WOOD, 4IN X 12IN	Electric Utility	995.80
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488592	S6636256.001	INSULATOR, 25KV, SUSPENSION, C	Electric Utility	6,231.64
03/05/2021	ONESOURCE DISTRIBUTORS LLC	00488613	S6619661.002	TERMINAL, GROUND, STUD #2 THRU	Electric Utility	15,394.07
				Total for Payment No.:		27,264.66

**Payment No: 018767**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MILTON SECURITY GROUP LLC	00488794	Q31467	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	8,000.00
03/12/2021	MILTON SECURITY GROUP LLC	00488794	Q31467	CYBER SECURITY,SSG,APPLCTN SUP	Electric Utility	19,000.00
				Total for Payment No.:		27,000.00

**Payment No: 649139**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MOTT MACDONALD GROUP, LLC	00488101	100250-02	LAFAYETTE ST UNDERPASS AT SUBW	Storm Drain	26,609.25
02/26/2021	MOTT MACDONALD GROUP, LLC	00488101	100250-02	REIMBURSABLES.	Storm Drain	375.00
				Total for Payment No.:		26,984.25

**Payment No: 018700**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PLAN REVIEW CONSULTANTS INC	00488688	PRC2021-2	AMENDMENT NO 2. APPROVED 5/14/	General Fund	26,905.56
				Total for Payment No.:		26,905.56

**Payment No: 018658**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	WOODARD & CURRAN, INC	00484830	180811	AGREEMENT FOR DESIGN SERVICES	Sewer Utility Construction	22,036.70
02/26/2021	WOODARD & CURRAN, INC	00484959	181941	AGREEMENT FOR DESIGN SERVICES	Sewer Utility Construction	4,720.25
				Total for Payment No.:		26,756.95

**Payment No: 018796**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VALLEY CONCRETE INC	00488158	021821	CONCRETE MAINT. REPAIRS	Streets And Highways	26,652.50
				Total for Payment No.:		26,652.50

**Payment No: 649218**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	DELL MARKETING LP	00488356	10454764078	VMware Renewal 2021	Information Technology Service	21,802.80
03/05/2021	DELL MARKETING LP	00488685	10465542939	PRECISION 3440 SMALL FORM FACT	Electric Utility Construction	1,554.81
03/05/2021	DELL MARKETING LP	00488685	10465542939	PRECISION 3440 SMALL FORM FACT	Electric Utility Construction	182.57
03/05/2021	DELL MARKETING LP	00488686	10465324316	ULTRASHARP 32 4K USB-C MONITOR	Electric Utility Construction	1,539.08
03/05/2021	DELL MARKETING LP	00488686	10465324316	ENVIRONMENTAL FEE	Electric Utility Construction	10.00
03/05/2021	DELL MARKETING LP	00488687	10466005272	DELL LATITUDE 5410 TAXABLE POR	Electric Utility	982.74
03/05/2021	DELL MARKETING LP	00488687	10466005272	DELL LATITUDE 5410 NON TAXABLE	Electric Utility	194.40
03/05/2021	DELL MARKETING LP	00488687	10466005272	ENVIRONMENTAL FEE	Electric Utility	4.00
				Total for Payment No.:		26,270.40

**Payment No: 018698**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PFM ASSET MGMT LLC	00488532	SMA-M0121-22192	INVESTMENT MANAGEMENT SERVICES	General Fund	25,494.27
				Total for Payment No.:		25,494.27

**Payment No: 649147**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487981	0007985216-6	COP GRIZZLY JAN21	Electric Utility Construction	25,375.65
				Total for Payment No.:		25,375.65

**Payment No: 018747**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	GEORGE HILLS COMPANY, INC	00489146	INV1019427	20-21 Administration Monthly F	Special Liability Insurance	400.00
03/12/2021	GEORGE HILLS COMPANY, INC	00489147	INV1019314	Claim Adjusting	Special Liability Insurance	24,294.52
				Total for Payment No.:		24,694.52

**Payment No: 018848**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	TRITON MUSEUM OF ART	00489397	2887MAR2021	Grant/Contribution Agreement w	General Fund	24,630.00
				Total for Payment No.:		24,630.00

**Payment No: 649306**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	WEST COAST ARBORISTS INC	00488097	169342	EMERGNCY RESPN-JAN 2021	General Fund	24,600.00
				Total for Payment No.:		24,600.00

**Payment No: 018786**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SC FUELS	00488642	4558440	UNLDED- STRT CORP YRD TNK#51	Fleet Operation Fund	24,498.39
				Total for Payment No.:		24,498.39

**Payment No: 649574**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BANNER BANK	00489501	35232MAR2020	RETENTION	Water Utility Construction	24,472.70
				Total for Payment No.:		24,472.70

**Payment No: 649618**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489257	0007992427-0	GRIZZLY PH O&M FEB21	Electric Utility	23,967.96

Total for Payment No.: 23,967.96

**Payment No: 649315**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	THE MECHANICS BANK	00489041	1772FEB2021A	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	1,150.00
03/12/2021	THE MECHANICS BANK	00489041	1772FEB2021A	10% CONTINGENCY.	Parks And Recreation	14,417.15
03/12/2021	THE MECHANICS BANK	00489041	1772FEB2021A	ESCROW AGREEMENT FOR THE REED	Parks And Recreation	7,875.00
Total for Payment No.:						23,442.15

**Payment No: 649459**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	BILL WILSON CENTER	00489221	CDBG-1-2020	BILL WILSON COUNSELING PROGRAM	H.U.D Capital Projects	12,064.00
03/12/2021	BILL WILSON CENTER	00489222	CDBG-02-2020	BILL WILSON COUNSELING PROGRAM	H.U.D Capital Projects	11,368.00
Total for Payment No.:						23,432.00

**Payment No: 649296**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	TRB AND ASSOCIATES, INC.	00488535	3607	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	23,046.50
Total for Payment No.:						23,046.50

**Payment No: 018799**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	WESTERN STATES OIL CO	00488645	816362	DIESEL- STRT CORP YRD TANK#53	Fleet Operation Fund	2,540.57
03/12/2021	WESTERN STATES OIL CO	00488646	816363	DIESEL- STRT CORP YRD TANK#53	Fleet Operation Fund	2,582.23
03/12/2021	WESTERN STATES OIL CO	00488647	816364	DIESEL- STRT CORP YRD TANK#53	Fleet Operation Fund	17,779.05
Total for Payment No.:						22,901.85

**Payment No: 649282**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	SEDGWICK CLAIMS MGMT SVCS INC	00487940	B1134414	WORKERS' COMP. SVCS MARCH 21	Workers Compensation	22,655.17
				Total for Payment No.:		22,655.17

**Payment No: W21243**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/01/2021	STATE TREASURER'S OFFICE	00488342	4469FEB2021	CONDEMNATION FUND APN22408109	Electric Utility Construction	22,600.00
				Total for Payment No.:		22,600.00

**Payment No: 649526**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SCHAAF & WHEELER CONSULTING	00489045	33596	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	10,653.57
03/12/2021	SCHAAF & WHEELER CONSULTING	00489047	33882	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	11,287.50
				Total for Payment No.:		21,941.07

**Payment No: W21257**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/19/2021	STATE TREASURER'S OFFICE	00489686	4469MAR2021A	WT:CONDMNATN FUND APN22403081	Electric Utility Construction	21,900.00
				Total for Payment No.:		21,900.00

**Payment No: 649444**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	ABB ENTERPRISE SOFTWARE INC.	00488488	8600081986	NMARKET CA MTCE APR21-JUN21 Q3	Electric Utility	21,371.81
				Total for Payment No.:		21,371.81



**Payment No: 649106**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BELLECCI & ASSOCIATES INC	00488122	20052-C rev 0	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	20,882.50
				Total for Payment No.:		20,882.50

**Payment No: 649208**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	BASE SUBSCRIPTION YEAR 3	Elec OperatingGrant Trust Fund	5,000.00
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	INCENTIVES MODULE YEAR 3	Elec OperatingGrant Trust Fund	1,000.00
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	INCENTIVES MODULE YEAR 3	Elec OperatingGrant Trust Fund	1,000.00
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	APPLICATION PACK 200 YEAR 3	Elec OperatingGrant Trust Fund	4,000.00
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	APPLICATION PACK 200 YEAR 3	Elec OperatingGrant Trust Fund	4,000.00
03/05/2021	CLEAN POWER RESEARCH	00488126	7155	BASE SUBSCRIPTION YEAR 3	Elec OperatingGrant Trust Fund	5,000.00
				Total for Payment No.:		20,000.00

**Payment No: 018655**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	██████████	00488135	31366	CHANGE ORDER #3: ADDITIONAL FU	Special Liability Insurance	7,475.00
02/26/2021	██████████	00488136	31367	LEGAL SERVICES	Special Liability Insurance	11,250.00
02/26/2021	██████████	00488137	31368	CHANGE ORDER #1 LEGAL SERVICES	Special Liability Insurance	643.75
				Total for Payment No.:		19,368.75

**Payment No: 018761**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	LEVY SANTA CLARA CONVENTION CENTER	00489110	LevyInv 122920	Meal Distribution Program	Other City Dept Op Grant Fund	18,816.00
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Total for Payment No.:						18,816.00
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**Payment No: 002330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/25/2021	NAVIA BENEFIT SOLUTIONS, INC	00489516	35989MAR2021	ROLLOVER 15 EE COMMUTER BENEF	Payroll Liability&ClearingAcct	18,353.69

Total for Payment No.:						18,353.69
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**Payment No: 649146**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487978	0007985398-2	GRIZZLY PH O&M JAN21	Electric Utility	17,858.56
02/26/2021	PG&E	00487978	0007985398-2	GRIZZLY PH O&M JAN21 (TAXABLE)	Electric Utility	494.25

Total for Payment No.:						18,352.81
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**Payment No: 018599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SANTA CLARA POLICE ASSN	00488286	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	18,320.44

Total for Payment No.:						18,320.44
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**Payment No: W21247A**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/02/2021	SANTA CLARA CONVENTION CENTER	00488548	252243	DOCK 3-EMERGENCY DOOR REPAIR	SCCC Capital Improvement Fund	18,296.74

Total for Payment No.:						18,296.74
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**Payment No: 018850**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	US DEPT OF ENERGY	00489197	NNPB000270221	POWER BILL FEB21	Electric Utility	279,147.22
03/19/2021	US DEPT OF ENERGY	00489197	NNPB000270221	WREGIS PASS-THRU CHGS FEB21	Electric Utility	255.58
03/19/2021	US DEPT OF ENERGY	00489197	NNPB000270221	CVP O&M FUNDING CREDIT	Electric Utility	-261,580.00
				Total for Payment No.:		17,822.80

**Payment No: 649452**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AT&T CALNET	00488846	000016069021	1541 Civic Center 9391023685	Information Technology Service	0.31
03/12/2021	AT&T CALNET	00488847	000016069063	Cabrillo-Warburton 9391023687	Information Technology Service	66.69
03/12/2021	AT&T CALNET	00488848	000016086343	Engr - traffic light 1 9391023	Information Technology Service	23.49
03/12/2021	AT&T CALNET	00488849	000016083281	IT - Comm - PD 9391023695	Information Technology Service	4,929.89
03/12/2021	AT&T CALNET	00488849	000016083281	Direct connections-PD/Dispatch	General Fund	1,313.50
03/12/2021	AT&T CALNET	00488850	000016084133	Finance 9391054149	Information Technology Service	55.92
03/12/2021	AT&T CALNET	00488851	000016083268	BM - IT 9391023697	Information Technology Service	228.11
03/12/2021	AT&T CALNET	00488852	000016083299	CAO 9391023698	Information Technology Service	43.77
03/12/2021	AT&T CALNET	00488853	000016083275	CCO 9391023699	Information Technology Service	67.11
03/12/2021	AT&T CALNET	00488854	000016083285	CMO 9391023700	Information Technology Service	21.83
03/12/2021	AT&T CALNET	00488855	000016083271	Finance Misc. 9391023701	Information Technology Service	306.20
03/12/2021	AT&T CALNET	00488856	000016083274	CDD 9391023702	Information Technology Service	251.68
03/12/2021	AT&T CALNET	00488856	000016083274	Berryessa Alarm line 260-1826	General Fund	67.11
03/12/2021	AT&T CALNET	00488857	000016083279	Library 9391023703	Information Technology Service	229.88
03/12/2021	AT&T CALNET	00488858	000016083296	AUTO 9391023704	Information Technology Service	67.15
03/12/2021	AT&T CALNET	00488859	000016083290	DPW 9391023705	Information Technology Service	140.39

03/12/2021	AT&T CALNET	00488860	000016083287	HR 9391023706	Information Technology Service	23.74
03/12/2021	AT&T CALNET	00488861	000016083280	PARKS - Cemetary 9391023707	Cemetery	68.78
03/12/2021	AT&T CALNET	00488862	000016083269	PARKS - YAC 9391023708	Information Technology Service	814.00
03/12/2021	AT&T CALNET	00488863	000016083278	PARKS - Sr Center 9391023709	Information Technology Service	67.11
03/12/2021	AT&T CALNET	00488864	000016083284	PARKS - CRC 9391023710	Information Technology Service	23.49
03/12/2021	AT&T CALNET	00488865	000016083273	PD 9391023711	Information Technology Service	4,005.39
03/12/2021	AT&T CALNET	00488865	000016083273	PD (246-8216 & 984-5278)	General Fund	43.71
03/12/2021	AT&T CALNET	00488866	000016083294	Purchasing 9391023712	Information Technology Service	46.98
03/12/2021	AT&T CALNET	00488867	000016083277	Convention Center 986-1335	Convention Cnt Maintenance Dis	23.49
03/12/2021	AT&T CALNET	00488867	000016083277	auto dialer 970-8644	Solid Waste Utility-Constructi	25.94
03/12/2021	AT&T CALNET	00488867	000016083277	Street 9391023713	Information Technology Service	254.92
03/12/2021	AT&T CALNET	00488868	000016083272	Fire 9391023714	Information Technology Service	860.97
03/12/2021	AT&T CALNET	00488869	000016083270	Water (flat fee \$50)	Water Utility	50.00
03/12/2021	AT&T CALNET	00488869	000016083270	IT 9391023715	Information Technology Service	453.06
03/12/2021	AT&T CALNET	00488870	000016083282	Water (50% of bal)	Water Utility	190.80
03/12/2021	AT&T CALNET	00488870	000016083282	IT (615 & 261 #s) 9391023716	Information Technology Service	479.04
03/12/2021	AT&T CALNET	00488870	000016083282	Sewer (50% of bal)	Sewer Utility	190.80
03/12/2021	AT&T CALNET	00488871	000016083267	DPW-Traffic 9391023717	General Fund	352.35
03/12/2021	AT&T CALNET	00488872	000016083288	Library 9391023718	General Fund	263.48
03/12/2021	AT&T CALNET	00488873	000016083276	PARKS 9391023719	General Fund	234.70
03/12/2021	AT&T CALNET	00488874	000016083283	PD 9391023720	General Fund	23.49
03/12/2021	AT&T CALNET	00488875	000016083293	Convention Center 9391023724	General Fund	728.19
03/12/2021	AT&T CALNET	00488876	000016083264	CDD - Comm Svcs 9391048040	General Fund	23.49
03/12/2021	AT&T CALNET	00488877	000016084134	CRC 9391054153	Information Technology	17.39

					Service	
03/12/2021	AT&T CALNET	00488878	000016084621	Morse Mansion 9391064468	General Fund	47.03
03/12/2021	AT&T CALNET	00488879	000016041207	DOJ 9391066810	Information Technology Service	301.86
03/12/2021	AT&T CALNET	00488880	000016084647	PD - Alarms 9391065446	Information Technology Service	45.30
03/12/2021	AT&T CALNET	00488881	000016040107	Conference (COVID) 9391060106	Other City Dept Op Grant Fund	177.54
				Total for Payment No.:		17,650.07

**Payment No: 002319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Fleet Operation Fund	22.47
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Deposit Funds.	13.18
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Water Utility	485.59
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Cemetery	-46.00
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Cemetery	46.00
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Cemetery	4.14
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Cemetery	251.64
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Cemetery	-74.52
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Police Operating Grant Fund	345.60
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Storm Drain	411.21
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Electric Utility Construction	15,464.79
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	Electric Utility	495.49
02/22/2021	CA DEPT OF TAX & FEE ADMIN	00487838	JANUARY2021	DD:SALES & USE TAX JAN21	General Fund	104.33
				Total for Payment No.:		17,523.92

**Payment No: 018652**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SC FUELS	00488197	4543803	UNLEADED GASOLINE (87 OCTANE	Fleet Operation Fund	17,413.72

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Total for Payment No.: 17,413.72

**Payment No: 649136**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	M R DILLINGHAM	00486394	13712	Additional Services - Dog Park	Parks And Recreation	4,420.00
02/26/2021	M R DILLINGHAM	00486395	13724	Additional Services - Dog Park	Parks And Recreation	7,840.00
02/26/2021	M R DILLINGHAM	00486396	13734	Additional Services - Dog Park	Parks And Recreation	4,942.50
Total for Payment No.:						17,202.50

**Payment No: 018835**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489087	0000451604	DEBRIS BIN SRVC- JAN 2021	Water Utility	90.15
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489087	0000451604	DEBRIS BIN SRVC- JAN 2021	Cemetery	540.92
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489087	0000451604	DEBRIS BIN SRVC- JAN 2021	Electric Utility	180.31
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489087	0000451604	DEBRIS BIN SRVC- JAN 2021	General Fund	141.52
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489087	0000451604	DEBRIS BIN SRVC- JAN 2021	General Fund	2,748.97
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	Water Utility	989.40
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	Solid Waste Program	690.76
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	Electric Utility	2,222.64
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	Electric Utility	243.85
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	3,457.37
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	2,928.45
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	848.72
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	434.77
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	58.46
03/19/2021	MISSION TRAIL WASTE SYSTEMS	00489088	0000452525	GARBAGE SRVC BILLNG- FEB 2021	General Fund	1,401.92
Total for Payment No.:						16,978.21

**Payment No: 018815**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	COMMERCIAL TREE CARE	00489178	42063	FEB TREE REMOVALS	General Fund	16,400.00
				Total for Payment No.:		16,400.00

**Payment No: 649301**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	UNITED MECHANICAL INC	00488528	57148	CHILLER/HVAC MAINTENANCE (LABO	Electric Utility	1,451.00
03/05/2021	UNITED MECHANICAL INC	00488528	57148	MATERIALS	Electric Utility	1,472.68
03/05/2021	UNITED MECHANICAL INC	00488684	55324	LABOR	Electric Utility	6,560.00
03/05/2021	UNITED MECHANICAL INC	00488684	55324	EQUIPMENT, MATERIALS, FREIGHT	Electric Utility	6,880.00
				Total for Payment No.:		16,363.68

**Payment No: 018704**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SC FUELS	00488435	4547310	UNLEADED GASOLINE (87 OCTANE	Fleet Operation Fund	16,194.54
				-		
				Total for Payment No.:		16,194.54

**Payment No: 649120**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	DANA SAFETY SUPPLY, INC	00487856	692215-A	PARTS-V#3543	Vehicle Replacement Fund	771.28
02/26/2021	DANA SAFETY SUPPLY, INC	00487856	692215-A	PARTS-V#3544	Vehicle Replacement Fund	771.28
02/26/2021	DANA SAFETY SUPPLY, INC	00487856	692215-A	PARTS-V#3545	Vehicle Replacement Fund	771.28
02/26/2021	DANA SAFETY SUPPLY, INC	00488198	692797	TR2348ITU20 SMC EZ-LIFT DUAL D	Vehicle Replacement Fund	10,150.65
02/26/2021	DANA SAFETY SUPPLY, INC	00488198	692797	FREIGHT	Vehicle Replacement Fund	235.50

02/26/2021	DANA SAFETY SUPPLY, INC	00488198	692797	TR2348ITU20 SMC EZ-LIFT DUAL D	General Fund	3,383.55
02/26/2021	DANA SAFETY SUPPLY, INC	00488198	692797	FREIGHT	General Fund	78.50
				Total for Payment No.:		16,162.04

**Payment No: 018736**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ECS IMAGING, INC.	00489043	15575	ADDITIONAL ENCUMBRANCE PER AME	Housing Authority	9,000.00
03/12/2021	ECS IMAGING, INC.	00489044	15695	ESC IMAGING - ERAP Forms & Bus	Housing Authority	5,000.00
03/12/2021	ECS IMAGING, INC.	00489044	15695	ADDITIONAL ENCUMBRANCE PER AME	Housing Authority	2,000.00
				Total for Payment No.:		16,000.00

**Payment No: 649297**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TUCKER CONSTRUCTION	00488373	29125	FENCE REPAIR AND REPLACEMENT S	Electric Utility	2,127.30
03/05/2021	TUCKER CONSTRUCTION	00488373	29125	FENCE REPAIR AND REPLACEMENT S	Electric Utility	13,823.20
				Total for Payment No.:		15,950.50

**Payment No: 649571**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	AMERESCO	00489204	40433	ENERGY (LANDFILL GAS) FEB21	Electric Utility	15,619.63
				Total for Payment No.:		15,619.63

**Payment No: 018706**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SHUMS CODA ASSOC	00488380	6059	AGREEMENT FOR SERVICES TO PERF	General Fund	15,200.00



Total for Payment No.: 15,200.00

**Payment No: 649460**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00489209	7245998	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
Total for Payment No.:						14,989.00

**Payment No: 018834**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	MIDWEST TAPE LLC	00488621	500093375	1241 AD DB	General Fund	14,695.96
Total for Payment No.:						14,695.96

**Payment No: 649472**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	EQUINIX INC	00488724	100210290466	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	14,503.48
Total for Payment No.:						14,503.48

**Payment No: 649177**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	IRVINE COMPANY LLC	00488439	29816FEB2021	TECHNOLOGY SURCHARGE REFUND	General Fund	458.01
03/05/2021	IRVINE COMPANY LLC	00488439	29816FEB2021	ENV. RE-USE OF ENV DETERM REFU	General Fund	1,599.00
03/05/2021	IRVINE COMPANY LLC	00488439	29816FEB2021	ARCH REVIEW OTC REFUND	General Fund	11,991.75
Total for Payment No.:						14,048.76

**Payment No: 018663**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ASPEN ENVIRONMENTAL GROUP	00488523	3360.003-10	SELF GENERATION TASK A-2	Electric Utility	13,994.98

Total for Payment No.: 13,994.98

**Payment No: 018596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	IBEW	00488281	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	13,939.90
Total for Payment No.:						13,939.90

**Payment No: 018697**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ORACLE AMERICA INC	00488376	44890797	PEOPLESOFT TECH SUPPORT ORDER	General Fund	2,800.14
03/05/2021	ORACLE AMERICA INC	00488378	44954356	PEOPLESOFT TECHNICAL SUPPORT S	General Fund	2,912.19
03/05/2021	ORACLE AMERICA INC	00488529	44896605	PEOPLESOFT TECH SUPPORT ORDER	General Fund	8,221.39
Total for Payment No.:						13,933.72

**Payment No: 649533**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00489048	300849	OIL, TRANSFORMER, ELECTRICAL,	Electric Utility	13,622.62
03/12/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00489048	300849	DRUM DEPOSIT	Electric Utility	280.00
Total for Payment No.:						13,902.62

**Payment No: 649277**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA LIGHTING, INC.	00487713	18956	LIGHTBULBS	General Fund	76.30
03/05/2021	SANTA CLARA LIGHTING, INC.	00487714	19185	LIGHTBULBS	General Fund	88.62
03/05/2021	SANTA CLARA LIGHTING, INC.	00487717	19201	LIGHTBULBSQ	General Fund	83.39
03/05/2021	SANTA CLARA LIGHTING, INC.	00487718	19207	LIGHTBULBS	General Fund	80.55

03/05/2021	SANTA CLARA LIGHTING, INC.	00487719	19341	LIGHTBULBS	General Fund	196.20
03/05/2021	SANTA CLARA LIGHTING, INC.	00487721	19356	LIGHTBULBS	General Fund	259.97
03/05/2021	SANTA CLARA LIGHTING, INC.	00487722	19521	LIGHTBULBS	General Fund	245.25
03/05/2021	SANTA CLARA LIGHTING, INC.	00487723	19359	LIGHT POLE	Parks And Recreation	2,719.99
03/05/2021	SANTA CLARA LIGHTING, INC.	00487725	19528	LIGHTBULBS	General Fund	120.83
03/05/2021	SANTA CLARA LIGHTING, INC.	00487726	19595	LIGHTBULBS	General Fund	687.35
03/05/2021	SANTA CLARA LIGHTING, INC.	00487727	19664	LIGHTBULBS	General Fund	97.83
03/05/2021	SANTA CLARA LIGHTING, INC.	00487728	19707	LIGHTBULBS	General Fund	186.39
03/05/2021	SANTA CLARA LIGHTING, INC.	00487729	19708	LIGHTBULBS	General Fund	103.01
03/05/2021	SANTA CLARA LIGHTING, INC.	00487731	19751	LIGHTBULBS	General Fund	327.00
03/05/2021	SANTA CLARA LIGHTING, INC.	00487733	19789	LIGHTBULBS	General Fund	98.10
03/05/2021	SANTA CLARA LIGHTING, INC.	00487754	19823	LIGHTBULBS	General Fund	480.71
03/05/2021	SANTA CLARA LIGHTING, INC.	00487756	19876	LIGHTBULBS	Parks And Recreation	2,370.75
03/05/2021	SANTA CLARA LIGHTING, INC.	00487757	19877	LIGHTBULBS	Parks And Recreation	2,370.75
03/05/2021	SANTA CLARA LIGHTING, INC.	00487759	19906	LIGHTBULBS	General Fund	354.25
03/05/2021	SANTA CLARA LIGHTING, INC.	00487761	19955	LIGHTBULBS	General Fund	223.40
03/05/2021	SANTA CLARA LIGHTING, INC.	00487763	20027	LIGHTBULBS	General Fund	293.48
03/05/2021	SANTA CLARA LIGHTING, INC.	00487765	20066	LIGHTBULBS	General Fund	108.89
03/05/2021	SANTA CLARA LIGHTING, INC.	00487769	20074	LIGHTBULBS	General Fund	114.07
03/05/2021	SANTA CLARA LIGHTING, INC.	00487770	20122	LIGHTBULBS	General Fund	666.43
03/05/2021	SANTA CLARA LIGHTING, INC.	00487773	20011	LIGHTBULBS	Parks And Recreation	474.15
03/05/2021	SANTA CLARA LIGHTING, INC.	00487776	20170	LIGHTBULBS	General Fund	321.17
03/05/2021	SANTA CLARA LIGHTING, INC.	00487777	20191	LIGHTBULBS	General Fund	322.04
03/05/2021	SANTA CLARA LIGHTING, INC.	00487779	20076	LIGHTBULBS	General Fund	96.84
03/05/2021	SANTA CLARA LIGHTING, INC.	00487780	20220	LIGHTBULBS	General Fund	228.30
				Total for Payment No.:		13,796.01

**Payment No: 018824**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	GRANITE CONSTRUCTION CO	00489179	1961093	ASPHALT- PEPPER TREE CT	General Fund	1,436.34
03/19/2021	GRANITE CONSTRUCTION CO	00489180	1961976	ASPHALT-PEPPER TREE CT	General Fund	1,274.56
03/19/2021	GRANITE CONSTRUCTION CO	00489181	1963306	ASPHALT- LAWRNCE EXPWY	General Fund	2,802.74
03/19/2021	GRANITE CONSTRUCTION CO	00489182	1963545	ASPHALT- PEPPER TREE CT	General Fund	1,395.22
03/19/2021	GRANITE CONSTRUCTION CO	00489183	1964444	ASPHALT- NEWHALL	General Fund	726.66
03/19/2021	GRANITE CONSTRUCTION CO	00489184	1964445	ASPHALT-PEPPER TREE	General Fund	2,101.32
03/19/2021	GRANITE CONSTRUCTION CO	00489185	1965304	ASPHALT-PEPPER TREE	General Fund	1,925.24
03/19/2021	GRANITE CONSTRUCTION CO	00489186	1965757	ASPHALT- BUCHER AVE	General Fund	1,281.71
03/19/2021	GRANITE CONSTRUCTION CO	00489187	1966467	ASPHALT- ECR	General Fund	478.18
					Total for Payment No.:	13,421.97

**Payment No: 018600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ACT ENVIRO	00487690	316547	ANALYTICALS	Electric Utility	4,000.00
02/26/2021	ACT ENVIRO	00487690	316547	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	389.52
02/26/2021	ACT ENVIRO	00487690	316547	8 HRS CHEMIST 1/13/21	Electric Utility	536.00
02/26/2021	ACT ENVIRO	00487690	316547	SUPPLIES	Electric Utility	150.00
02/26/2021	ACT ENVIRO	00487690	316547	HAND PUMP LARGE	Electric Utility	50.00
02/26/2021	ACT ENVIRO	00487690	316547	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487690	316547	GEAR TRUCK (BOB TAIL) 1/13/21	Electric Utility	125.00
02/26/2021	ACT ENVIRO	00487692	316756	NON-PCB TRANSFORMER OIL	Electric Utility	275.00
02/26/2021	ACT ENVIRO	00487692	316756	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	141.64
02/26/2021	ACT ENVIRO	00487692	316756	MANIFEST FEE	Electric Utility	30.00
02/26/2021	ACT ENVIRO	00487692	316756	8.5 HR LABOR DRIVER 12/14/20	Electric Utility	807.50
02/26/2021	ACT ENVIRO	00487692	316756	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487692	316756	WASHOUT FEE	Electric Utility	650.00
02/26/2021	ACT ENVIRO	00487693	317894	OILY DEBRIS	Electric Utility	165.00
02/26/2021	ACT ENVIRO	00487693	317894	MINERAL OIL	Electric Utility	580.00

02/26/2021	ACT ENVIRO	00487693	317894	MINERAL OIL	Electric Utility	145.00
02/26/2021	ACT ENVIRO	00487693	317894	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	106.16
02/26/2021	ACT ENVIRO	00487693	317894	MANIFEST FEE	Electric Utility	30.00
02/26/2021	ACT ENVIRO	00487693	317894	3 HR LABOR DRIVER 1/26/21	Electric Utility	201.00
02/26/2021	ACT ENVIRO	00487693	317894	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487693	317894	TRANSPORTATION 55 GALLON	Electric Utility	198.00
02/26/2021	ACT ENVIRO	00487694	317906	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487694	317906	GEAR TRUCK (BOB TAIL) 1/27/21	Electric Utility	125.00
02/26/2021	ACT ENVIRO	00487694	317906	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
02/26/2021	ACT ENVIRO	00487694	317906	8 HR LABOR CHEMIST 1/27/21	Electric Utility	536.00
02/26/2021	ACT ENVIRO	00487694	317906	SUPPLIES	Electric Utility	150.00
02/26/2021	ACT ENVIRO	00487694	317906	HAND PUMP LARGE	Electric Utility	50.00
02/26/2021	ACT ENVIRO	00487695	317946	ANALYTICALS	Electric Utility	750.00
02/26/2021	ACT ENVIRO	00487695	317946	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	129.52
02/26/2021	ACT ENVIRO	00487695	317946	8 HR LABOR CHEMIST 1/20/21	Electric Utility	536.00
02/26/2021	ACT ENVIRO	00487695	317946	SUPPLIES	Electric Utility	150.00
02/26/2021	ACT ENVIRO	00487695	317946	HAND PUMP LARGE	Electric Utility	50.00
02/26/2021	ACT ENVIRO	00487695	317946	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487695	317946	GEAR TRUCK (BOB TAIL) 1/20/21	Electric Utility	125.00
02/26/2021	ACT ENVIRO	00487739	317948	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	135.12
02/26/2021	ACT ENVIRO	00487739	317948	MANIFEST FEE	Electric Utility	30.00
02/26/2021	ACT ENVIRO	00487739	317948	1 HR LABOR DRIVER @OT 1/28/21	Electric Utility	143.00
02/26/2021	ACT ENVIRO	00487739	317948	8 HR LABOR DRIVER 1/28/21	Electric Utility	760.00
02/26/2021	ACT ENVIRO	00487739	317948	PPE GEAR LEVEL D	Electric Utility	8.00
02/26/2021	ACT ENVIRO	00487739	317948	USED OIL	Electric Utility	98.00
02/26/2021	ACT ENVIRO	00487739	317948	WASHOUT FEE FOR TANKER	Electric Utility	650.00
Total for Payment No.:						13,114.98

**Payment No: 649144**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PERFORMANCE MECHANICAL, INC	00488106	147805	CODE WORK/REPAIRS; BOILER AND	Electric Utility	12,496.87
02/26/2021	PERFORMANCE MECHANICAL, INC	00488106	147805	MATERIALS	Electric Utility	192.50
Total for Payment No.:						12,689.37

**Payment No: 649447**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ALLIED UNIVERSAL SECURITY	00489212	11033441	FY 2020-21 SECURITY SERVICES F	Convention Cnt Maintenance Dis	12,661.76
Total for Payment No.:						12,661.76

**Payment No: 649483**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00488698	INV43293	OLT-CEH SIM CUSTOM BUNDLE	Electric Utility	577.50
03/12/2021	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00488698	INV43293	NERC CEH(ALA CARTE) RPTD SOCCE	Electric Utility	6,037.50
03/12/2021	HSI WORKPLACE COMPLIANCE SOLUTIONS INC	00488698	INV43293	OLT-CEH CUSTOM BUNDLE	Electric Utility	5,985.00
Total for Payment No.:						12,600.00

**Payment No: 649214**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CSG CONSULTANTS INC	00488512	34980	AGREEMENT FOR PRUNERIDGE-LAWRE	Streets And Highways	12,071.00
03/05/2021	CSG CONSULTANTS INC	00488512	34980	ADDITIONAL SERVICES.	Streets And Highways	460.00
Total for Payment No.:						12,531.00

**Payment No: 649541**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	TRANSCEND ROBOTICS INC	00489157	1225	VANTAGE F3 ROBOT & CONTROLLER	Police Operating Grant Fund	12,276.13
				Total for Payment No.:		12,276.13

**Payment No: 649119**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	DAIKIN APPLIED	00487764	3294238	CITY HALL COMPRESSOR	Public Buildings	12,271.00
				Total for Payment No.:		12,271.00

**Payment No: 018817**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ELSTER SOLUTIONS LLC	00488485	5255027994	HPS_SMA, REFUND	Electric Utility Construction	-460.45
03/19/2021	ELSTER SOLUTIONS LLC	00489461	5254762380	METER, SOCKET, CL 320, FM 2S,	Electric Utility	12,524.10
				Total for Payment No.:		12,063.65

**Payment No: 018653**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SERRANO ELECTRIC INC	00487774	30408	SCCC JAN 2021 - LABOR	Convention Cnt Maintenance Dis	10,267.50
02/26/2021	SERRANO ELECTRIC INC	00487774	30408	SCCC JAN 2021 - MATERIAL	Convention Cnt Maintenance Dis	1,449.61
				Total for Payment No.:		11,717.11

**Payment No: 018734**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CPMAXIS INC	00488667	1034	FRT/MID/BCK OFC SYS SUPT NOV20	Electric Utility	710.00
03/12/2021	CPMAXIS INC	00488669	1035	FRT/MID/BCK OFC SYS SUPT DEC20	Electric Utility	710.00
03/12/2021	CPMAXIS INC	00488671	1036	FRT/MID/BCK OFC SYS SUPT JAN21	Electric Utility	1,846.00

03/12/2021	CPMAXIS INC	00488673	1037	FRT/MID/BCK OFC SYS SUPT FEB21	Electric Utility	7,810.00
Total for Payment No.:						11,076.00

**Payment No: 649283**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SHAWN SPANO	00488543	1-21	Priority and Goal Setting Sess	General Fund	11,000.00
Total for Payment No.:						11,000.00

**Payment No: 649140**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MULTIQUIP INC	00488038	93526783	2020 DEC PUMP-TRASH W/FLOATS	Sewer Utility	4,354.85
02/26/2021	MULTIQUIP INC	00488040	93530708	2021 JAN 2PUMPS-TRASH - STORM	Storm Drain	2,867.46
02/26/2021	MULTIQUIP INC	00488040	93530708	2021 JAN 2PUMPS-TRASH - WATER	Sewer Utility	2,867.45
02/26/2021	MULTIQUIP INC	00488044	93530709	2021 JAN 2WHEEL KIT2 FOR STORM	Storm Drain	453.89
02/26/2021	MULTIQUIP INC	00488044	93530709	2021 JAN 2WHEEL KITS FOR WATER	Sewer Utility	453.88
Total for Payment No.:						10,997.53

**Payment No: 018656**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	UNIVERSAL SITE SERVICES	00488233	21014125	FY 2020-21 SWEEPING SERVICES F	Convention Cnt Maintenance Dis	2,251.00
02/26/2021	UNIVERSAL SITE SERVICES	00488234	21014124	FY 2020-21 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	5,980.00
02/26/2021	UNIVERSAL SITE SERVICES	00488234	21014124	FY 2020-21 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	2,720.00
Total for Payment No.:						10,951.00

**Payment No: 002332**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/16/2021	NAVIA BENEFIT SOLUTIONS, INC	00489445	02/21/21-03/06/21	BIWEEKLY NAVIA BENEFIT B2105	Payroll Liability&ClearingAcct	3,969.13
03/16/2021	NAVIA BENEFIT SOLUTIONS, INC	00489445	02/21/21-03/06/21	BIWEEKLY NAVIA BENEFIT B2105	Payroll Liability&ClearingAcct	6,973.16
Total for Payment No.:						10,942.29

**Payment No: 018669**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021		00488668	19382	CHANGE ORDER #1 ADD FUNDS PER	Housing Successor	10,933.00
Total for Payment No.:						10,933.00

**Payment No: 018654**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	THERMO ENVIRONMENTAL	00488105	482803	PN# 120858-00 - KIT, RETROFIT,	Electric Utility	5,569.71
02/26/2021	THERMO ENVIRONMENTAL	00488128	482712	PN# 9973 - OZONATOR ASSEMBLY	Electric Utility	673.85
02/26/2021	THERMO ENVIRONMENTAL	00488128	482712	PN# 117100-00 - ASSY, OZONATOR	Electric Utility	1,743.40
02/26/2021	THERMO ENVIRONMENTAL	00488128	482712	PN# 101419-00 - ASSY, OZONATOR	Electric Utility	716.69
02/26/2021	THERMO ENVIRONMENTAL	00488128	482712	PN# 117615-00 - PUMP REBUILD K	Electric Utility	1,051.70
02/26/2021	THERMO ENVIRONMENTAL	00488128	482712	PN# 120858-00 - KIT, RETROFIT,	Electric Utility	1,104.72
Total for Payment No.:						10,860.07

**Payment No: 649619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489259	0007992430-4	COP GRIZZLY FEB21	Electric Utility Construction	11,317.72
03/19/2021	PG&E	00489259	0007992430-4	COP GRIZZLY FEB21 (TAXABLE)	Electric Utility Construction	-465.31
Total for Payment No.:						10,852.41

**Payment No: 002311**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NAVIA BENEFIT SOLUTIONS, INC	00488265	02/07/21-02/20/21	BIWEEKLY NAVIA BENEFIT B2104	Payroll Liability&ClearingAcct	3,969.13
02/26/2021	NAVIA BENEFIT SOLUTIONS, INC	00488265	02/07/21-02/20/21	BIWEEKLY NAVIA BENEFIT B2104	Payroll Liability&ClearingAcct	6,793.61
				Total for Payment No.:		10,762.74

**Payment No: 649626**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	REED & GRAHAM INC	00489189	993849	EMULSION	General Fund	230.08
03/19/2021	REED & GRAHAM INC	00489479	994497	COLD MIX & BASE ROCK	Water Utility	593.57
03/19/2021	REED & GRAHAM INC	00489479	994497	COLD MIX & BASE ROCK	Electric Utility Construction	741.96
03/19/2021	REED & GRAHAM INC	00489479	994497	COLD MIX & BASE ROCK	Water Utility Construction	1,483.90
03/19/2021	REED & GRAHAM INC	00489479	994497	COLD MIX & BASE ROCK	Sewer Utility	148.39
03/19/2021	REED & GRAHAM INC	00489481	993745	COLD MIX & BASE ROCK	Water Utility	340.75
03/19/2021	REED & GRAHAM INC	00489481	993745	COLD MIX & BASE ROCK	Electric Utility Construction	425.95
03/19/2021	REED & GRAHAM INC	00489481	993745	COLD MIX & BASE ROCK	Water Utility Construction	851.88
03/19/2021	REED & GRAHAM INC	00489481	993745	COLD MIX & BASE ROCK	Sewer Utility	85.20
03/19/2021	REED & GRAHAM INC	00489483	994300	COLD MIX & BASE ROCK	Water Utility	311.73
03/19/2021	REED & GRAHAM INC	00489483	994300	COLD MIX & BASE ROCK	Electric Utility Construction	389.66
03/19/2021	REED & GRAHAM INC	00489483	994300	COLD MIX & BASE ROCK	Water Utility Construction	779.33
03/19/2021	REED & GRAHAM INC	00489483	994300	COLD MIX & BASE ROCK	Sewer Utility	77.93
03/19/2021	REED & GRAHAM INC	00489484	994400	COLD MIX & BASE ROCK	Water Utility	223.27
03/19/2021	REED & GRAHAM INC	00489484	994400	COLD MIX & BASE ROCK	Electric Utility Construction	279.10
03/19/2021	REED & GRAHAM INC	00489484	994400	COLD MIX & BASE ROCK	Water Utility Construction	558.20
03/19/2021	REED & GRAHAM INC	00489484	994400	COLD MIX & BASE ROCK	Sewer Utility	55.82
03/19/2021	REED & GRAHAM INC	00489486	993437	COLD MIX & BASE ROCK	Water Utility	329.90

03/19/2021	REED & GRAHAM INC	00489486	993437	COLD MIX & BASE ROCK	Electric Utility Construction	412.37
03/19/2021	REED & GRAHAM INC	00489486	993437	COLD MIX & BASE ROCK	Water Utility Construction	824.76
03/19/2021	REED & GRAHAM INC	00489486	993437	COLD MIX & BASE ROCK	Sewer Utility	82.47
03/19/2021	REED & GRAHAM INC	00489574	992926	COLD MIX & BASE ROCK	Water Utility	303.23
03/19/2021	REED & GRAHAM INC	00489574	992926	COLD MIX & BASE ROCK	Electric Utility Construction	379.05
03/19/2021	REED & GRAHAM INC	00489574	992926	COLD MIX & BASE ROCK	Water Utility Construction	758.08
03/19/2021	REED & GRAHAM INC	00489574	992926	COLD MIX & BASE ROCK	Sewer Utility	75.81
Total for Payment No.:						10,742.39

**Payment No: 649199**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BRIGHTON ENERGY	00488162	R21-SBGR-0120	SM BUSI GRANT LTG 32861-02	Elec OperatingGrant Trust Fund	2,873.26
03/05/2021	BRIGHTON ENERGY	00488163	R21-SBGR-0140	SM BUSI GRANT LTG; 18764-2	Elec OperatingGrant Trust Fund	3,473.36
03/05/2021	BRIGHTON ENERGY	00488169	R21-SBGR-0112	SM BUSI GRANT LTG RBT 16708-3	Elec OperatingGrant Trust Fund	4,306.16
Total for Payment No.:						10,652.78

**Payment No: 649568**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ADT COMMERCIAL LLC	00488749	138370369	TASMAN SPRINKLER	General Fund	1,281.11
03/19/2021	ADT COMMERCIAL LLC	00488751	138370370	TASMAN FIRE ALARM	General Fund	1,441.25
03/19/2021	ADT COMMERCIAL LLC	00489059	138482536	5 YR SPRINKLER TESTING - CPL	General Fund	7,906.00
Total for Payment No.:						10,628.36

**Payment No: 018807**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	BADGER METER INC	00489283	80069306	ORION CELLULAR SERVICE	Water Utility	45.00
03/19/2021	BADGER METER INC	00489596	1417111	METER, WATER 1 1/2" ELIPTICAL	Water Utility	10,420.40
				Total for Payment No.:		10,465.40

**Payment No: 018828**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	HOUSING TRUST OF SILICON VALLEY	00489258	1125	HTSV BMP TRANSACTION FEES FY20	City Affordable Housing	10,300.00
				Total for Payment No.:		10,300.00

**Payment No: 018768**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MISSION TRAIL WASTE SYSTEMS	00488490	0000451603	SC CORP YRD- GARBG FEES	Solid Waste Program	9,295.18
03/12/2021	MISSION TRAIL WASTE SYSTEMS	00488491	0000452531	SVP- GARBG FEES	Electric Utility	1,002.60
				Total for Payment No.:		10,297.78

**Payment No: 649107**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	██████████	00488129	137066	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	10,266.00
				Total for Payment No.:		10,266.00

**Payment No: 649261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PAETEC	00488115	73458627	PHONE SERVICES	Information Technology Service	5,078.71
03/05/2021	PAETEC	00488116	73549944	PHONE SERVICES	Information Technology Service	5,143.70
				Total for Payment No.:		10,222.41

**Payment No: 649577**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BRIGHTON ENERGY	00489195	R21-SBGR-0064	SM BUSI GRANT LTG/HVAC25220-02	Elec OperatingGrant Trust Fund	4,681.59
03/19/2021	BRIGHTON ENERGY	00489195	R21-SBGR-0064	SM BUSI GRANT LTG/HVAC25220-02	Elec OperatingGrant Trust Fund	5,318.41
Total for Payment No.:						10,000.00

**Payment No: 649148**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00488042	0007982637-6	COO 115KV NRS (TFA) FEB21	Electric Utility	6,600.59
02/26/2021	PG&E	00488043	0007982638-4	COO NONRULE 2 LES/230KV FEB21	Electric Utility	3,231.16
Total for Payment No.:						9,831.75

**Payment No: 649653**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	WATERPROOFING ASSOC	00488790	46204	CENTRAL LIB ROOF	General Fund	9,778.00
Total for Payment No.:						9,778.00

**Payment No: 649237**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	HYAS GROUP, LLC	00488458	4238	CONSULTING 457 Q4 2020	Deposit Funds.	9,750.00
Total for Payment No.:						9,750.00

**Payment No: 018831**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	INGRAM LIBRARY SERVICES INC	00488624	51633071	1241 AD BK	General Fund	1,230.79
03/19/2021	INGRAM LIBRARY SERVICES INC	00488624	51633071	1231 JUV BK	General Fund	745.46
03/19/2021	INGRAM LIBRARY SERVICES INC	00488624	51633071	1232 YA BK	General Fund	173.43
03/19/2021	INGRAM LIBRARY SERVICES INC	00488626	51633086	1235 AD/JUV/YA BK	General Fund	1,979.53

03/19/2021	INGRAM LIBRARY SERVICES INC	00488627	51633102	1233 AD/JUV BK	General Fund	174.82
03/19/2021	INGRAM LIBRARY SERVICES INC	00489173	51758310	ADULT ICURATE	General Fund	775.00
03/19/2021	INGRAM LIBRARY SERVICES INC	00489173	51758310	1241 AD BK	General Fund	1,307.65
03/19/2021	INGRAM LIBRARY SERVICES INC	00489173	51758310	1231 JUV BK	General Fund	1,504.03
03/19/2021	INGRAM LIBRARY SERVICES INC	00489173	51758310	1232 YA BK	General Fund	149.61
03/19/2021	INGRAM LIBRARY SERVICES INC	00489174	51758326	1235 AD/JUV/YA BK	General Fund	822.68
03/19/2021	INGRAM LIBRARY SERVICES INC	00489175	51758342	1233 AD/JUV/YA BK	General Fund	736.93
				Total for Payment No.:		9,599.93

**Payment No: 649164**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	THYSSENKRUPP ELEVATOR	00488010	6000492081	PD ELEVATOR REPAIR	General Fund	9,323.00
				Total for Payment No.:		9,323.00

**Payment No: 018846**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SERRANO ELECTRIC INC	00488777	30504	SCCC LABOR	Convention Cnt Maintenance Dis	8,300.25
03/19/2021	SERRANO ELECTRIC INC	00488777	30504	SCCC MATERIAL	Convention Cnt Maintenance Dis	981.39
				Total for Payment No.:		9,281.64

**Payment No: 649464**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CONSOLIDATED ENGINEERING	00489070	183214	SERRA SUB REBUILD SOIL SAMPLES	Electric Utility Construction	9,060.76
				Total for Payment No.:		9,060.76

**Payment No: 649152**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	SAN JOSE BOILER WORKS	00488057	12419	RBI DOMINATOR IGNITOR, GASKET	General Fund	152.41
02/26/2021	SAN JOSE BOILER WORKS	00488057	12419	VEHICLE OVERHEAD AND LABOR	General Fund	4,089.00
02/26/2021	SAN JOSE BOILER WORKS	00488065	12420	VEHICLE OVERHEAD, LABOR, ANALY	General Fund	3,778.00
02/26/2021	SAN JOSE BOILER WORKS	00488065	12420	BUTTERFLY VALVE, FLANGE, GASKE	General Fund	978.67
Total for Payment No.:						8,998.08

**Payment No: 649240**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ITERIS, INC.	00488515	130900	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	8,525.00
Total for Payment No.:						8,525.00

**Payment No: 649608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	M R DILLINGHAM	00489394	13755	Additional Services - Dog Park	Parks And Recreation	5,559.00
03/19/2021	M R DILLINGHAM	00489394	13755	Contingency & Reimbursables 1.	Parks And Recreation	2,958.00
Total for Payment No.:						8,517.00

**Payment No: 018836**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489454	S6640719.004	WIRE, BARE, AL, #4, SOLID, SOF	Electric Utility	2,057.81
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489455	S6640719.001	BRACKET, MOUNTING, FOR OUTDOOR	Electric Utility	1,692.15
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489456	S6640719.002	KELLUM GRIP, OFFSET EYE, 2"-2.	Electric Utility	54.63
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489457	S6634277.001	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	492.68
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489458	S6631848.004	LINK, FIGURE 8 CHAIN 30 MLB KO	Electric Utility	419.98
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489474	S6587938.006	CONNECTOR, OH, COMP, FULL-TEN,	Electric Utility	188.24

03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489478	S6587938.009	CONNECTOR, OH, PARALLEL GROOVE	Electric Utility	3,043.01
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489480	S6587938.008	DEADEND, AUTOMATIC GUY STRANDV	Electric Utility	514.04
				Total for Payment No.:		8,462.54

**Payment No: 018603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ALL GUARD ALARM SYSTEMS INC	00488002	J26010	BERRYESSA ADOBE UPGRADE	Public Buildings	8,420.00
				Total for Payment No.:		8,420.00

**Payment No: 018682**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GRANITE CONSTRUCTION CO	00488060	1954436	ASPHALT	General Fund	1,703.59
03/05/2021	GRANITE CONSTRUCTION CO	00488061	1958690	ASPHALT	General Fund	2,337.28
03/05/2021	GRANITE CONSTRUCTION CO	00488062	1959353	ASPHALT	General Fund	1,747.38
03/05/2021	GRANITE CONSTRUCTION CO	00488063	1959799	ASPHALT	General Fund	845.54
03/05/2021	GRANITE CONSTRUCTION CO	00488064	1960565	ASPHALT	General Fund	1,747.38
				Total for Payment No.:		8,381.17

**Payment No: 649455**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BARTEL ASSOCIATES LLC	00489162	21-086	2020 ACTUARIAL VALUATION REPOR	General Fund	7,740.00
03/12/2021	BARTEL ASSOCIATES LLC	00489162	21-086	CALPERS REVIEW AND CONTRIBUTIO	General Fund	600.00
				Total for Payment No.:		8,340.00

**Payment No: 649578**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BRIGHTVIEW LANDSCAPE SERVICES,	00488768	7235487	SCCC IRRIGATION REPAIR	Convention Cnt	4,160.00



	INC.				Maintenance Dis	
03/19/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00488769	7238389	SCCC TREE WORK	Convention Cnt Maintenance Dis	4,050.00
				Total for Payment No.:		8,210.00

**Payment No: 018615**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	DUO SECURITY, INC.	00488228	INV7282407	Duo Security Subscription Rene	Information Technology Service	8,100.00
				Total for Payment No.:		8,100.00

**Payment No: 649160**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	STRYKER SALES CORPORATION	00488202	3288320M	PN# 99512-001262 - LIFEPAK CR2	Electric Utility	8,068.73
				Total for Payment No.:		8,068.73

**Payment No: 649543**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TRI-TECHNIC, INC	00489068	20203-006	FAIRVIEW SUBSTATION ADDITION	Electric Utility Construction	8,400.00
03/12/2021	TRI-TECHNIC, INC	00489068	20203-006	RETENTION	Electric Utility Construction	-420.00
				Total for Payment No.:		7,980.00

**Payment No: 018681**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GRAINGER-SAN JOSE	00487965	9781121943	ASSORTED TOOLS	Water Utility	695.43
03/05/2021	GRAINGER-SAN JOSE	00487966	9783943906	EAR PLUGS	Electric Utility	331.80
03/05/2021	GRAINGER-SAN JOSE	00487967	9784390735	HAND RATCHET	Water Utility	185.51
03/05/2021	GRAINGER-SAN JOSE	00487968	9787654780	ASSORTED TOOLS	Sewer Utility	608.35
03/05/2021	GRAINGER-SAN JOSE	00488055	9797964369	STRT SUPPLIES	General Fund	221.16

03/05/2021	GRAINGER-SAN JOSE	00488056	9799265815	STRT SUPPLIES- SAFTY GLASSES	General Fund	382.16
03/05/2021	GRAINGER-SAN JOSE	00488396	9799238440	GLOVE, WORKMAN TYPE. TRUFIT ME	Electric Utility	254.54
03/05/2021	GRAINGER-SAN JOSE	00488401	9795583146	CORD, YELLOW, 3 CONDUCTOR, #16	Electric Utility	256.20
03/05/2021	GRAINGER-SAN JOSE	00488402	9791931414	TAPE, ELECTRICAL, LV, MARKING,	Electric Utility	484.02
03/05/2021	GRAINGER-SAN JOSE	00488407	9735462260	SOCKET, 1-3/8IN, KEARNEY TOOL	Electric Utility	52.30
03/05/2021	GRAINGER-SAN JOSE	00488407	9735462260	UTILITY KNIFE WITH QUICK CHANG	Electric Utility	92.09
03/05/2021	GRAINGER-SAN JOSE	00488407	9735462260	SCREWDRIVER, 4IN STANDARD CUSH	Electric Utility	46.30
03/05/2021	GRAINGER-SAN JOSE	00488407	9735462260	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility	13.41
03/05/2021	GRAINGER-SAN JOSE	00488410	9721458033	PAINT, SPRAY, GLOSSY WHITE, OU	Water Utility	44.73
03/05/2021	GRAINGER-SAN JOSE	00488552	9792858327	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	195.21
03/05/2021	GRAINGER-SAN JOSE	00488552	9792858327	COUPLINGS, 2IN X 2IN, PLASTIC,	Water Utility	25.64
03/05/2021	GRAINGER-SAN JOSE	00488579	9803567024	CONDUIT, STEEL, 2-1/2IN X 10FT	Electric Utility	261.52
03/05/2021	GRAINGER-SAN JOSE	00488580	9803961391	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	375.97
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	CRAYON, LUMBER, YELLOW	Electric Utility	44.47
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	WRENCH, 8IN ADJUSTABLE KLEIN #	Electric Utility	249.83
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility	186.56
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	WRENCH, PIPE, 24IN RIGID STRAI	Electric Utility	304.59
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	HEADBAND. BULLARD #RBP COOL	Electric Utility	99.02
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility	190.40
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility	21.71
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility	160.82
03/05/2021	GRAINGER-SAN JOSE	00488582	9799182556	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility	831.51
03/05/2021	GRAINGER-SAN JOSE	00488599	9795583153	CORD, YELLOW, 3 CONDUCTOR, #16	Electric Utility	256.20
03/05/2021	GRAINGER-SAN JOSE	00488609	9791794739	SEALANT, ADHESIVE, WHITE IN 2.	Electric Utility	71.16
03/05/2021	GRAINGER-SAN JOSE	00488609	9791794739	COMPOUND, ANTI-SEIZE, (NICKLE-	Electric Utility	249.44
03/05/2021	GRAINGER-SAN JOSE	00488609	9791794739	CONNECTOR, MISC, #18 THRU #12	Electric Utility	61.86
03/05/2021	GRAINGER-SAN JOSE	00488609	9791794739	CONNECTOR, MISC, #12 THRU #6 A	Electric Utility	292.33

03/05/2021	GRAINGER-SAN JOSE	00488609	9791794739	CONNECTOR, MISC, COMP, INSULAT	Electric Utility	414.63
Total for Payment No.:						7,960.87

**Payment No: 649227**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	██████████	00488542	20663MAR2021	PERS ADVANCE FOR FEB 2021	Workers Compensation	7,952.83
Total for Payment No.:						7,952.83

**Payment No: 649211**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CONSOLIDATED PARTS INC	00487959	5065244	SOFT STARTER 200MM 240A	Sewer Utility	7,924.30
Total for Payment No.:						7,924.30

**Payment No: 018758**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JOSH R. RUBIETTA	00489040	WI2021-1	Contractor Payment for classes	General Fund	7,889.70
Total for Payment No.:						7,889.70

**Payment No: 649077**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CALIFORNIA BANK OF COMMERCE	00488237	24570FEB2021	RETENTION	Streets And Highways	7,747.75
Total for Payment No.:						7,747.75

**Payment No: 649231**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GLOBAL RENTAL CO	00488216	3598714	RENT FREIGHTLINER M2-106 MAR21	Electric Utility	3,815.00
03/05/2021	GLOBAL RENTAL CO	00488348	3599870	RENT FREIGHTLINER M2-106 MAR21	Electric Utility	3,815.00

Total for Payment No.: 7,630.00

**Payment No: 649088**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	U.S. BANK	00488277	02/07/21-02/20/21	BIWKLY PAYROLL DED PARS	Fringe Benefits	7,539.72
Total for Payment No.:						7,539.72

**Payment No: 018771**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NALCO CO	00488729	6600164585	JR PORTAFEED IBC 3/2/21	Electric Utility	2,955.75
03/12/2021	NALCO CO	00488729	6600164585	JR PORTAFEED IBC 3/2/21	Electric Utility	4,394.42
03/12/2021	NALCO CO	00488729	6600164585	TRANSPORTATION/ENERGY FEE	Electric Utility	132.63
Total for Payment No.:						7,482.80

**Payment No: 018797**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VALLEY FAIR MALL, LLC	00488509	63832-01 CPV JAN-2021	PBI SOLAR PROD PYMT #37JAN2020	Elec OperatingGrant Trust Fund	7,437.06
Total for Payment No.:						7,437.06

**Payment No: 018660**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ACT ENVIRO	00488354	318280	FLUORESCENT LAMPS 4 FT/2FT/8FT	Electric Utility	86.40
03/05/2021	ACT ENVIRO	00488354	318280	FLUORESCENT LAMPS 4 FT/2FT/8FT	Electric Utility	297.00
03/05/2021	ACT ENVIRO	00488354	318280	AEROSOLS	Electric Utility	165.00
03/05/2021	ACT ENVIRO	00488354	318280	OILY DEBRIS	Electric Utility	165.00
03/05/2021	ACT ENVIRO	00488354	318280	OILY DEBRIS	Electric Utility	126.00
03/05/2021	ACT ENVIRO	00488354	318280	DRAINED / USED OIL FILTERS	Electric Utility	85.00

03/05/2021	ACT ENVIRO	00488354	318280	OILY WATER	Electric Utility	60.00
03/05/2021	ACT ENVIRO	00488354	318280	USED OIL	Electric Utility	2,175.00
03/05/2021	ACT ENVIRO	00488354	318280	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	335.07
03/05/2021	ACT ENVIRO	00488354	318280	MANIFEST FEE	Electric Utility	90.00
03/05/2021	ACT ENVIRO	00488354	318280	4 HRS DRIVER 1/20/21	Electric Utility	268.00
03/05/2021	ACT ENVIRO	00488354	318280	PPE GEAR LEVEL D	Electric Utility	8.00
03/05/2021	ACT ENVIRO	00488354	318280	TRANSPORTATION 30 GALLON	Electric Utility	66.00
03/05/2021	ACT ENVIRO	00488354	318280	TRANSPORTATION 5 GALLON	Electric Utility	20.00
03/05/2021	ACT ENVIRO	00488354	318280	TRANSPORTATION 55 GALLON	Electric Utility	561.00
03/05/2021	ACT ENVIRO	00488354	318280	TRANSPORT 4' & 8' FLUORESCENT	Electric Utility	16.00
03/05/2021	ACT ENVIRO	00488358	318613	NON-PCB TRANSFORMER OIL	Electric Utility	293.00
03/05/2021	ACT ENVIRO	00488358	318613	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	143.08
03/05/2021	ACT ENVIRO	00488358	318613	MANIFEST FEE	Electric Utility	30.00
03/05/2021	ACT ENVIRO	00488358	318613	8.5 HRS TANKER DRIVER 1/27/21	Electric Utility	807.50
03/05/2021	ACT ENVIRO	00488358	318613	PPE GEAR LEVEL D	Electric Utility	8.00
03/05/2021	ACT ENVIRO	00488358	318613	WASH OUT FEE	Electric Utility	650.00
03/05/2021	ACT ENVIRO	00488361	320078	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
03/05/2021	ACT ENVIRO	00488361	320078	8 HRS CHEMIST 2/3/21	Electric Utility	536.00
03/05/2021	ACT ENVIRO	00488361	320078	SUPPLIES	Electric Utility	150.00
03/05/2021	ACT ENVIRO	00488361	320078	HAND PUMP LARGE	Electric Utility	50.00
03/05/2021	ACT ENVIRO	00488361	320078	PPE GEAR LEVEL D	Electric Utility	8.00
03/05/2021	ACT ENVIRO	00488361	320078	GEAR TRUCK (BOB TAIL) 2/3/21	Electric Utility	125.00
				Total for Payment No.:		7,393.57

**Payment No: 649267**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PURETEC INDUSTRIAL WATER	00488680	1860331	LABOR	Electric Utility	7,298.00
				Total for Payment No.:		7,298.00

**Payment No: 649484**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HYDROSCIENCE ENGINEERS INC	00489227	316002019	AS-NEEDED SERVICES	Water Utility Construction	7,272.50
Total for Payment No.:						7,272.50

**Payment No: 649516**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	R3 CONSULTING GROUP, INC.	00489220	10230	EXCLUSIVE FRANCHISE AGREEMENT	Solid Waste Program	7,237.50
Total for Payment No.:						7,237.50

**Payment No: 649141**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NEW IMAGE LANDSCAPE COMPANY	00487866	132450	SVP LNDSCPNG MNTNC- JAN 2021	Electric Utility	3,000.00
02/26/2021	NEW IMAGE LANDSCAPE COMPANY	00487866	132450	DVR POWER STATION- JAN 2021	Electric Utility	600.00
02/26/2021	NEW IMAGE LANDSCAPE COMPANY	00487866	132450	CSC LNDSCPNG MNTNC & VTA- JAN21	General Fund	3,635.00
Total for Payment No.:						7,235.00

**Payment No: 018610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BUCKLES-SMITH	00488199	3221065-00	PN# APPIAMLGL6CG7BU - APP IAML	Electric Utility	6,391.76
02/26/2021	BUCKLES-SMITH	00488199	3221065-00	PN# APPGAM8SF - SLIP FITR-TRUN	Electric Utility	802.24
Total for Payment No.:						7,194.00

**Payment No: 018791**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SUNE W12DG-C, LLC	00488796	CA-12-0396-27	ENERGY PURCH (SOLAR) FEB20	Electric Utility	7,079.95
Total for Payment No.:						7,079.95

**Payment No: 649183**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	RIDGECREST GROUP INC	00488362	13636FEB2021	REFUND DEVELOPER BOND BAL	Deposit Funds.	7,000.00
				Total for Payment No.:		7,000.00

**Payment No: 018811**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CALIF HAZARDOUS SERVICES INC	00489402	67066	FUEL FILTERING & TANK CLEANING	Fleet Operation Fund	6,950.00
				Total for Payment No.:		6,950.00

**Payment No: 649222**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ENERGY PROJECT SOLUTIONS LLC	00488379	2021.459	DOT PIPELINE MANAGEMENT (5 MON	Electric Utility	6,704.00
03/05/2021	ENERGY PROJECT SOLUTIONS LLC	00488379	2021.459	DOT PIPELINE MANAGEMENT (EXTEN	Electric Utility	196.00
				Total for Payment No.:		6,900.00

**Payment No: 018593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AFSCME COUNCIL 57	00488279	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	6,834.30
				Total for Payment No.:		6,834.30

**Payment No: 649257**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	NORTHPOINT VENTURES INC	00488165	R21-SBGR-0118	SM BUSI GRANT LTG RBAT 17588-4	Elec OperatingGrant Trust Fund	6,800.92
				Total for Payment No.:		6,800.92

**Payment No: 649108**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	CA DEPT OF TRANSPORTATION	00487736	SL210296	OCT-DEC2020 TS & LIGHTING	General Fund	6,583.62
				Total for Payment No.:		6,583.62

**Payment No: 649650**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/19/2021	VERIZON WIRELESS	00489107	9874084103	CELL PHONE SERVICE FEB21	Electric Utility	6,559.43
				Total for Payment No.:		6,559.43

**Payment No: 649246**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	LIEBERT CASSIDY WHITMORE	00488459	1514634	PROF SERVICES - INVESTIGATION	Special Liability Insurance	5,291.00
03/05/2021	LIEBERT CASSIDY WHITMORE	00488460	1514636	PROF SERVICES - INVESTIGATION	Special Liability Insurance	1,184.00
				Total for Payment No.:		6,475.00

**Payment No: 649505**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	ORCHARD COMMERCIAL, INC	00489207	9448MAR2021	FY 2020-21 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		6,459.00

**Payment No: 649254**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	MTH ENGINEERS INC	00488524	12354	TASMAN STREET LIGHTING IMPROVE	Street Lighting	6,445.00
				Total for Payment No.:		6,445.00



**Payment No: 018695**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	██████████	00488672	519012	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	4,763.90
03/05/2021	██████████	00488674	517762	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	1,664.90
Total for Payment No.:						6,428.80

**Payment No: 649480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GTT COMMUNICATIONS INC	00488657	INV4666869	INTERNET SVCS 881/1705 MAR21	Electric Utility	6,393.06
Total for Payment No.:						6,393.06

**Payment No: 649564**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	JESSE MURRILL	00489448	PRCK#89971	REPLACE OUTDTD CK#89971	Payroll Liability&ClearingAcct	6,348.51
Total for Payment No.:						6,348.51

**Payment No: 649463**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CIVITAS ADVISORS	00489145	56555	Assist the City in completing	Deposit Funds.	6,240.00
Total for Payment No.:						6,240.00

**Payment No: 649212**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CRESCO EQUIPMENT RENTALS	00488345	5349232-0001	PROPANE	Electric Utility	30.14
03/05/2021	CRESCO EQUIPMENT RENTALS	00488683	5313217-0002	EQUIPMENT RENTAL	Electric Utility	3,690.74
03/05/2021	CRESCO EQUIPMENT RENTALS	00488683	5313217-0002	EQUIPMENT RENTAL	Electric Utility	1,759.26
03/05/2021	CRESCO EQUIPMENT RENTALS	00488683	5313217-0002	NON TAXABLE	Electric Utility	744.50

Total for Payment No.: 6,224.64

**Payment No: 649521**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SAN JOSE BOILER WORKS	00488289	12462	PARTS FOR ISC HEATER	General Fund	531.30
03/12/2021	SAN JOSE BOILER WORKS	00488289	12462	LABOR	General Fund	5,664.00
Total for Payment No.:						6,195.30

**Payment No: 002329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	STATE DISBURSEMENT UNIT	00489280	02/21/21-03/06/21	WAGE ATTACHMENTS B2105	Payroll Liability&ClearingAcct	6,182.14
Total for Payment No.:						6,182.14

**Payment No: 002314**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	STATE DISBURSEMENT UNIT	00488271	02/07/21-02/20/21	WAGE ATTACHMENTS B2104	Payroll Liability&ClearingAcct	6,182.14
Total for Payment No.:						6,182.14

**Payment No: 018727**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BAYWA R.E. SOLAR PROJECTS, LLC	00488500	66381-03/66317-03 CPV JAN-2021	PBI JAN2021 PYMT #34 PR II TWR	Elec OperatingGrant Trust Fund	6,149.88
Total for Payment No.:						6,149.88

**Payment No: 649645**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	TOWNSEND PUBLIC AFFAIRS INC	00489614	16911	Water Utility Fund	Water Utility	416.70
03/19/2021	TOWNSEND PUBLIC AFFAIRS INC	00489614	16911	State and Federal Legislative	General Fund	2,166.60

03/19/2021	TOWNSEND PUBLIC AFFAIRS INC	00489614	16911	Silicon Valley Power's Adminis	Electric Utility	3,000.00
03/19/2021	TOWNSEND PUBLIC AFFAIRS INC	00489614	16911	Sewer Utility Fund	Sewer Utility	416.70
				Total for Payment No.:		6,000.00

**Payment No: 649165**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	TOWNSEND PUBLIC AFFAIRS INC	00488232	16812	Water Utility Fund	Water Utility	416.70
02/26/2021	TOWNSEND PUBLIC AFFAIRS INC	00488232	16812	Silicon Valley Power's Adminis	Electric Utility	3,000.00
02/26/2021	TOWNSEND PUBLIC AFFAIRS INC	00488232	16812	Sewer Utility Fund	Sewer Utility	416.70
02/26/2021	TOWNSEND PUBLIC AFFAIRS INC	00488232	16812	State and Federal Legislative	General Fund	2,166.60
				Total for Payment No.:		6,000.00

**Payment No: 649467**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	DELTAWRX LLC	00488625	1072	Phase III Sys Implementation	General Government - Other	5,984.82
				Total for Payment No.:		5,984.82

**Payment No: 649256**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	NEWGEN STRATEGIES	00488330	10851	RATES, COST OF SVC ANALYSIS	Electric Utility	5,961.25
				Total for Payment No.:		5,961.25

**Payment No: 649215**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CUBIC ITS, INC	00488676	90077796	Synchro plus SimTraffic 10 SUL	General Fund	5,398.00
03/05/2021	CUBIC ITS, INC	00488676	90077796	Version 10 Current Yr Support/	General Fund	539.80
				Total for Payment No.:		5,937.80

**Payment No: 018694**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	NALCO CO	00488352	6600125791	JR PORTAFEED TRASAR 2/16/21	Electric Utility	5,775.30
03/05/2021	NALCO CO	00488352	6600125791	TRANSPORTATION/ENERGY FEE	Electric Utility	68.21
Total for Payment No.:						5,843.51

**Payment No: 018675**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ETHOSENERGY	00488713	IN73609	ADDITIONAL MATERIALS, SERVICES	Electric Utility Construction	5,776.75
Total for Payment No.:						5,776.75

**Payment No: 649094**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ADT COMMERCIAL LLC	00487748	137748201	CENTRAL LIB FIRE SYSTEM	General Fund	2,829.13
02/26/2021	ADT COMMERCIAL LLC	00487749	138252433	TEEN CENTER FIRE SYSTEM	General Fund	346.97
02/26/2021	ADT COMMERCIAL LLC	00487750	138252425	BERRYESSAADOBE FIRE SYSTEM	Public Buildings	320.28
02/26/2021	ADT COMMERCIAL LLC	00487751	138327624	CITY HALL	General Fund	330.00
02/26/2021	ADT COMMERCIAL LLC	00487752	138252431	FIRE 888 AGNEW	General Fund	160.14
02/26/2021	ADT COMMERCIAL LLC	00487753	138252432	SENIOR CENTER	General Fund	720.63
02/26/2021	ADT COMMERCIAL LLC	00487755	137621357	PD FIRE SYSTEM	General Fund	330.00
02/26/2021	ADT COMMERCIAL LLC	00487755	137621357	PD FIRE SYSTEM	General Fund	719.40
Total for Payment No.:						5,756.55

**Payment No: 018837**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00488826	S6587938.010	PARALLEL GROOVE CLAMPS	Electric Utility	121.72
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00488827	S6635148.001	SUPPORT GRIP	Electric Utility	1,393.02
03/19/2021	ONESOURCE DISTRIBUTORS LLC	00488828	S6635735.001	3M MB-5 MOUNTING BRACKET	Electric Utility	951.82

03/19/2021	ONESOURCE DISTRIBUTORS LLC	00489518	S6640719.006	KELLUM GRIP, OFFSET EYE, 2"-2.	Electric Utility	3,223.09
				Total for Payment No.:		5,689.65

**Payment No: 649299**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	UNDERGROUND SERVICE ALERT OF	00488338	21DIG167536	CA STATE FEE FOR REGULTRY COST	Electric Utility	5,645.26
				Total for Payment No.:		5,645.26

**Payment No: 018790**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	STAPLES ADVANTAGE	00489131	8061168263-BLDGINSP	OFFICE SUPPLIES	General Fund	36.66
03/12/2021	STAPLES ADVANTAGE	00489132	8061168263-CITYATTY	OFFICE SUPPLIES	General Fund	114.08
03/12/2021	STAPLES ADVANTAGE	00489133	8061168263-CITYCLERK	OFFICE SUPPLIES	General Fund	6.69
03/12/2021	STAPLES ADVANTAGE	00489134	8061168263-ELECGEN	OFFICE SUPPLIES	Electric Utility	348.66
03/12/2021	STAPLES ADVANTAGE	00489135	8061168263-ELECYARD	OFFICE SUPPLIES	Electric Utility	66.48
03/12/2021	STAPLES ADVANTAGE	00489135	8061168263-ELECYARD	OFFICE SUPPLIES	Electric Utility	82.36
03/12/2021	STAPLES ADVANTAGE	00489135	8061168263-ELECYARD	OFFICE SUPPLIES	Electric Utility	29.42
03/12/2021	STAPLES ADVANTAGE	00489135	8061168263-ELECYARD	OFFICE SUPPLIES	Electric Utility	26.48
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	405.76
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	13.48
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	25.11
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	78.45
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	53.56
03/12/2021	STAPLES ADVANTAGE	00489136	8061168263-FINANCE	OFFICE SUPPLIES	General Fund	87.58
03/12/2021	STAPLES ADVANTAGE	00489137	8061168263-FIRE	OFFICE SUPPLIES	General Fund	161.43
03/12/2021	STAPLES ADVANTAGE	00489137	8061168263-FIRE	OFFICE SUPPLIES	General Fund	263.44
03/12/2021	STAPLES ADVANTAGE	00489138	8061168263-HR	OFFICE SUPPLIES	General Fund	3.26
03/12/2021	STAPLES ADVANTAGE	00489139	8061168263-PARK CRC	OFFICE SUPPLIES	General Fund	141.68
03/12/2021	STAPLES ADVANTAGE	00489139	8061168263-PARK CRC	OFFICE SUPPLIES	General Fund	282.76

03/12/2021	STAPLES ADVANTAGE	00489140	8061168263-POLICEDET	OFFICE SUPPLIES	General Fund	157.48
03/12/2021	STAPLES ADVANTAGE	00489141	8061168263-POLICEPATROL	OFFICE SUPPLIES	General Fund	138.98
03/12/2021	STAPLES ADVANTAGE	00489141	8061168263-POLICEPATROL	OFFICE SUPPLIES	General Fund	243.81
03/12/2021	STAPLES ADVANTAGE	00489142	8061168263-WATER	OFFICE SUPPLIES	Water Utility	238.55
03/12/2021	STAPLES ADVANTAGE	00489142	8061168263-WATER	OFFICE SUPPLIES	Sewer Utility	66.73
03/12/2021	STAPLES ADVANTAGE	00489244	8061319243-BLDGINS	OFFICE SUPPLIES	General Fund	349.59
03/12/2021	STAPLES ADVANTAGE	00489245	8061319243-CEMETERY	OFFICE SUPPLIES	General Fund	301.09
03/12/2021	STAPLES ADVANTAGE	00489246	8061319243-ENG	OFFICE SUPPLIES	General Fund	31.21
03/12/2021	STAPLES ADVANTAGE	00489246	8061319243-ENG	OFFICE SUPPLIES	General Fund	56.91
03/12/2021	STAPLES ADVANTAGE	00489246	8061319243-ENG	OFFICE SUPPLIES	General Fund	156.23
03/12/2021	STAPLES ADVANTAGE	00489247	8061319243-FINANCE	OFFICE SUPPLIES	General Fund	17.11
03/12/2021	STAPLES ADVANTAGE	00489247	8061319243-FINANCE	OFFICE SUPPLIES	General Fund	108.70
03/12/2021	STAPLES ADVANTAGE	00489248	8061319243-FIRE	OFFICE SUPPLIES	General Fund	171.12
03/12/2021	STAPLES ADVANTAGE	00489248	8061319243-FIRE	OFFICE SUPPLIES	General Fund	145.21
03/12/2021	STAPLES ADVANTAGE	00489248	8061319243-FIRE	OFFICE SUPPLIES	General Fund	135.81
03/12/2021	STAPLES ADVANTAGE	00489249	8061319243-HR	OFFICE SUPPLIES	General Fund	94.81
03/12/2021	STAPLES ADVANTAGE	00489250	8061319243-MUNISVC	OFFICE SUPPLIES	General Fund	87.20
03/12/2021	STAPLES ADVANTAGE	00489251	8061319243-PARK CRC	OFFICE SUPPLIES	General Fund	141.69
03/12/2021	STAPLES ADVANTAGE	00489251	8061319243-PARK CRC	OFFICE SUPPLIES	General Fund	76.05
03/12/2021	STAPLES ADVANTAGE	00489252	8061319243-PARKYARD	OFFICE SUPPLIES	General Fund	198.28
03/12/2021	STAPLES ADVANTAGE	00489253	8061319243-POLICEDET	OFFICE SUPPLIES	General Fund	99.36
03/12/2021	STAPLES ADVANTAGE	00489254	8061319243-POLICEPATROL	OFFICE SUPPLIES	General Fund	15.78
03/12/2021	STAPLES ADVANTAGE	00489255	8061319243-POLICESVC	OFFICE SUPPLIES	General Fund	43.56
03/12/2021	STAPLES ADVANTAGE	00489255	8061319243-POLICESVC	OFFICE SUPPLIES	General Fund	38.04
03/12/2021	STAPLES ADVANTAGE	00489256	8061319243-WATER	OFFICE SUPPLIES	Water Utility	291.55
				Total for Payment No.:		5,632.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	IRON MOUNTAIN	00487706	202258192	DATA STORAGE	Information Technology Service	1,637.59
02/26/2021	IRON MOUNTAIN	00487708	202275234	DATA STORAGE	Information Technology Service	1,855.33
02/26/2021	IRON MOUNTAIN	00487711	202294952	DATA STORAGE	Information Technology Service	2,120.83
Total for Payment No.:						5,613.75

**Payment No: 018795**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VALBRIDGE PROPERTY ADVISORS	00488514	30845	PROP APPRAISAL/ VP MAI APPRAIS	Electric Utility Construction	936.00
03/12/2021	VALBRIDGE PROPERTY ADVISORS	00488514	30845	PROP APPRAISAL NORM HULBERT	Electric Utility Construction	144.00
03/12/2021	VALBRIDGE PROPERTY ADVISORS	00488750	30645	2020 DEC APRAISL BROKAW/LAWRNC	Water Utility	4,500.00
Total for Payment No.:						5,580.00

**Payment No: 018619**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ESSENSE PARTNERS	00487854	20211	MKTING ADMIN SUPP REBATE JAN21	Elec OperatingGrant Trust Fund	1,700.00
02/26/2021	ESSENSE PARTNERS	00487854	20211	MKTING ADMIN SUPP REBATE JAN21	Elec OperatingGrant Trust Fund	1,000.00
02/26/2021	ESSENSE PARTNERS	00487854	20211	MKTING ADMIN SUPP REBATE JAN21	Electric Utility	2,652.50
Total for Payment No.:						5,352.50

**Payment No: 649245**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LECKEY CONSULTING INC	00488540	1567	CONSULTING SERVICES: BARCODING	Electric Utility Construction	5,287.50
Total for Payment No.:						5,287.50

**Payment No: 018664**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BADGER METER INC	00487958	80067599	ORION CELLULAR SERVICE	Water Utility	45.00
03/05/2021	BADGER METER INC	00488403	1413473	METER, WATER 1 1/2" ELIPTICAL	Water Utility	5,210.20
Total for Payment No.:						5,255.20

**Payment No: 649350**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INTERNATIONAL BLDG INVESTMENTS	00488984	75222-01 Utility Refund A	UTILITY REFUND	General Fund	5,184.43
Total for Payment No.:						5,184.43

**Payment No: 018630**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	INTERNAP NETWORK SERVICES CORP	00487375	INV15002112	INTERNET SERVICE	Information Technology Service	1,697.38
02/26/2021	INTERNAP NETWORK SERVICES CORP	00487438	INV15000614	INTERNET SERVICES	Information Technology Service	1,722.85
02/26/2021	INTERNAP NETWORK SERVICES CORP	00487439	B1-14449363	INTERNET SERVICES	Information Technology Service	1,697.38
Total for Payment No.:						5,117.61

**Payment No: 018612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CINTAS CORP #630	00487720	4075030607	2021 FEB WATER UNIFORM SERVICE	Water Utility	320.79
02/26/2021	CINTAS CORP #630	00487720	4075030607	2021 FEB WATER UNIFORM SERVICE	Sewer Utility	320.79
02/26/2021	CINTAS CORP #630	00487760	4075262762	UNIFORMS	General Fund	85.10
02/26/2021	CINTAS CORP #630	00487762	4074922442	UNIFORMS	General Fund	64.14
02/26/2021	CINTAS CORP #630	00487910	4070576703	CHEMICALS-CEMETERY	Cemetery	53.92
02/26/2021	CINTAS CORP #630	00487910	4070576703	UNIFORMS-CEMETERY	Cemetery	32.49



02/26/2021	CINTAS CORP #630	00487910	4070576703	DS1-CEMETERY	Other City Dept Op Grant Fund	19.62
02/26/2021	CINTAS CORP #630	00488005	4075515278	UNIFORMS	General Fund	64.14
02/26/2021	CINTAS CORP #630	00488006	4076207899	UNIFORMS	General Fund	143.59
02/26/2021	CINTAS CORP #630	00488007	4075876555	UNIFORMS	General Fund	104.73
02/26/2021	CINTAS CORP #630	00488222	4063473936	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	240.67
02/26/2021	CINTAS CORP #630	00488223	4064083453	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	243.51
02/26/2021	CINTAS CORP #630	00488224	4064774667	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	236.81
02/26/2021	CINTAS CORP #630	00488225	4067597775	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	494.16
02/26/2021	CINTAS CORP #630	00488226	4074577896	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	857.09
02/26/2021	CINTAS CORP #630	00488227	4075263108	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	449.84
02/26/2021	CINTAS CORP #630	00488238	4066758225	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	565.00
02/26/2021	CINTAS CORP #630	00488239	4068756393	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	778.98
Total for Payment No.:						5,075.37

**Payment No: 649176**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	DA POPE INC	00488365	15103FEB2021	REFUND CASH-IN-LIEU BAL	Deposit Funds.	5,000.00
Total for Payment No.:						5,000.00

**Payment No: 649202**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/05/2021	CA DEPT OF TAX & FEE ADMIN	00488241	20170FEB2021	HAZ WAST FEE- EPA#CAC003056045	Related Santa Clara Dvlpr Fund	4,932.00
				Total for Payment No.:		4,932.00

**Payment No: 649204**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CALIF BUILDING STANDARDS COMMISSION	00488000	15309FEB2021	Building Standards Fee - Q4	CASp Certification & Training	4,918.50
				Total for Payment No.:		4,918.50

**Payment No: 018703**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA VALLEY WATER DIST	00488344	GN101503	2020 JUL-DEC WTR CONSERVATION	Water Utility	4,917.00
				Total for Payment No.:		4,917.00

**Payment No: 649193**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	AZCO SUPPLY, INC.	00488623	291697	LUMINAIRE, ST. LT., LED, SQUAR	Electric Utility	4,905.00
				Total for Payment No.:		4,905.00

**Payment No: 018666**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BRUCE BARTON PUMP SERVICE INC	00487787	0106144-IN	PUMP REPAIR-WARBURTON	General Fund	4,899.86
				Total for Payment No.:		4,899.86

**Payment No: 649317**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	Water Utility	472.80
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	Water Recycling	118.20

					Program	
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	General Fund	3,133.00
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	General Fund	126.38
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	General Fund	617.20
03/12/2021	WANCHUN CHEN	00489119	36271MAR2021	REFUND PLN2020-14752	General Fund	411.36
				Total for Payment No.:		4,878.94

**Payment No: 649253**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MOORE IACOFANO GOLTSMAN, INC	00488505	0066851	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	4,260.00
03/05/2021	MOORE IACOFANO GOLTSMAN, INC	00488507	0067440	AGREEMENT FOR AN AMERICANS WIT	Public Buildings	557.00
				Total for Payment No.:		4,817.00

**Payment No: 018843**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	POWER SYSTEMS OPERATIONS	00489205	1378	VERA VALIDATION UPDATES FEB21	Electric Utility	4,783.18
				Total for Payment No.:		4,783.18

**Payment No: 018720**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INTL FIREFIGHTERS LOCAL 1171	00489270	02/07/21/-03/06/21	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,572.00
				Total for Payment No.:		4,572.00

**Payment No: 018687**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LINCOLN AQUATICS	00487703	36019741	MURIATIC ACID	General Fund	510.12
03/05/2021	LINCOLN AQUATICS	00487703	36019741	PESTICIDE ASSESSMENT	General Fund	46.27

03/05/2021	LINCOLN AQUATICS	00487704	36019742	MURIATIC ACID	General Fund	776.62
03/05/2021	LINCOLN AQUATICS	00487704	36019742	PESTICIDE ASSESSMENT	General Fund	50.30
03/05/2021	LINCOLN AQUATICS	00487705	36019745	LIQUID CHLORINE	General Fund	324.93
03/05/2021	LINCOLN AQUATICS	00487705	36019745	PESTICIDE ASSESSMENT	General Fund	43.12
03/05/2021	LINCOLN AQUATICS	00487707	36019746	MURIATIC ACID	General Fund	249.06
03/05/2021	LINCOLN AQUATICS	00487707	36019746	PESTICIDE ASSESSMENT	General Fund	41.95
03/05/2021	LINCOLN AQUATICS	00487709	36019740	LIQUID CHLORINE	General Fund	1,367.40
03/05/2021	LINCOLN AQUATICS	00487709	36019740	PESTICIDE ASSESSMENT	General Fund	60.34
03/05/2021	LINCOLN AQUATICS	00487710	36019736	LIQUID CHLORINE	General Fund	384.01
03/05/2021	LINCOLN AQUATICS	00487710	36019736	PESTICIDE ASSESSMENT	General Fund	44.05
03/05/2021	LINCOLN AQUATICS	00487712	36019739	LIQUID CHLORINE	General Fund	324.93
03/05/2021	LINCOLN AQUATICS	00487712	36019739	PESTICIDE ASSESSMENT	General Fund	43.12
03/05/2021	LINCOLN AQUATICS	00487789	36020135	TOP MOUNT FLOWMETER	General Fund	295.04
				Total for Payment No.:		4,561.26

**Payment No: 649149**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	REED & GRAHAM INC	00488245	992746	COLD MIX & BASE ROCK	Water Utility	429.31
02/26/2021	REED & GRAHAM INC	00488245	992746	COLD MIX & BASE ROCK	Electric Utility Construction	536.65
02/26/2021	REED & GRAHAM INC	00488245	992746	COLD MIX & BASE ROCK	Water Utility Construction	1,073.28
02/26/2021	REED & GRAHAM INC	00488245	992746	COLD MIX & BASE ROCK	Sewer Utility	107.33
02/26/2021	REED & GRAHAM INC	00488246	992927	COLD MIX & BASE ROCK	Water Utility	21.31
02/26/2021	REED & GRAHAM INC	00488246	992927	COLD MIX & BASE ROCK	Electric Utility Construction	26.64
02/26/2021	REED & GRAHAM INC	00488246	992927	COLD MIX & BASE ROCK	Water Utility Construction	53.24
02/26/2021	REED & GRAHAM INC	00488246	992927	COLD MIX & BASE ROCK	Sewer Utility	5.33
02/26/2021	REED & GRAHAM INC	00488247	992912	COLD MIX & BASE ROCK	Water Utility	115.39
02/26/2021	REED & GRAHAM INC	00488247	992912	COLD MIX & BASE ROCK	Electric Utility Construction	144.24

02/26/2021	REED & GRAHAM INC	00488247	992912	COLD MIX & BASE ROCK	Water Utility Construction	288.48
02/26/2021	REED & GRAHAM INC	00488247	992912	COLD MIX & BASE ROCK	Sewer Utility	28.86
02/26/2021	REED & GRAHAM INC	00488248	992258	COLD MIX & BASE ROCK	Water Utility	335.80
02/26/2021	REED & GRAHAM INC	00488248	992258	COLD MIX & BASE ROCK	Electric Utility Construction	419.75
02/26/2021	REED & GRAHAM INC	00488248	992258	COLD MIX & BASE ROCK	Water Utility Construction	839.50
02/26/2021	REED & GRAHAM INC	00488248	992258	COLD MIX & BASE ROCK	Sewer Utility	83.95
				Total for Payment No.:		4,509.06

**Payment No: 018688**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LPA, INC.	00488211	98694	Reed & Grant Closeout	Parks And Recreation	4,500.00
				Total for Payment No.:		4,500.00

**Payment No: 649476**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FRONTIER ENERGY, INC.	00488717	186648	FE3 TRAINING 18 STUDENTS MAR21	Electric Utility	4,500.00
				Total for Payment No.:		4,500.00

**Payment No: 018627**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	HILL BROTHERS CHEMICAL CO	00488127	07085594	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,479.08
				Total for Payment No.:		4,479.08

**Payment No: 018683**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	HILL BROTHERS CHEMICAL CO	00488526	07085816	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,476.98
				Total for Payment No.:		4,476.98

**Payment No: 018827**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	HILL BROTHERS CHEMICAL CO	00489604	07086993	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,454.58
Total for Payment No.:						4,454.58

**Payment No: 649487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INTEGRATED COMMUNICATION SYSTEMS	00488758	21M021-1	MXA710W-4FT	General Fund	2,972.45
03/12/2021	INTEGRATED COMMUNICATION SYSTEMS	00488758	21M021-1	ANIUSB-MATRIX	General Fund	740.33
03/12/2021	INTEGRATED COMMUNICATION SYSTEMS	00488758	21M021-1	ANIFOUT-XLR	General Fund	718.07
Total for Payment No.:						4,430.85

**Payment No: 649170**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	W-TRANS	00488140	25851	DESIGN AGREEMENT FOR THE LICK	Streets And Highways	4,256.25
Total for Payment No.:						4,256.25

**Payment No: 649544**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UNIQUE SCAFFOLDING	00489031	RI-20078	SCAFFOLDING MATERIAL RENTAL	Electric Utility	1,104.44
03/12/2021	UNIQUE SCAFFOLDING	00489032	RI-20340	SCAFFOLDING MATERIAL RENTAL	Electric Utility	978.22
03/12/2021	UNIQUE SCAFFOLDING	00489033	RI-20077	INSTALL AND DISMANTLE SCAFFOLD	Electric Utility	1,407.75
03/12/2021	UNIQUE SCAFFOLDING	00489034	RI-20334	INSTALL AND DISMANTLE SCAFFOLD	Electric Utility	739.66
Total for Payment No.:						4,230.07

**Payment No: 018725**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ANIXTER INC.	00489049	4709348-04	PARTS FOR CONSTRUCTION OF STEE	Electric Utility Construction	1,476.42
03/12/2021	ANIXTER INC.	00489124	4709348-06	PARTS FOR CONSTRUCTION OF STEE	Electric Utility Construction	2,019.77
03/12/2021	ANIXTER INC.	00489126	4709348-07	PARTS FOR CONSTRUCTION OF STEE	Electric Utility Construction	723.32
Total for Payment No.:						4,219.51

**Payment No: 018853**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	WECO INDUSTRIES LLC	00488841	47025-IN	ASSORTED PARTS	Sewer Utility	1,560.50
03/19/2021	WECO INDUSTRIES LLC	00488842	47087-IN	ASSORTED PARTS	Sewer Utility	1,756.18
03/19/2021	WECO INDUSTRIES LLC	00489602	0047146-IN	PROBE, 4FT NON-CONDUCTIVE WITH	Electric Utility	887.54
Total for Payment No.:						4,204.22

**Payment No: 018622**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GARDENLAND POWER EQUIPMENT	00487860	830919	LANDSCAPING SUPPLIES	General Fund	4,184.15
Total for Payment No.:						4,184.15

**Payment No: 649090**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	24 HUNDRED, LLC	00488253	36147FEB2021	REFUND PLN2020-14759	General Fund	3,997.00
02/26/2021	24 HUNDRED, LLC	00488253	36147FEB2021	REFUND PLN2020-14759	General Fund	134.70
Total for Payment No.:						4,131.70

**Payment No: 018751**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HILL BROTHERS CHEMICAL CO	00489129	07086472	AQUEOUS AMMONIA DELIVERIES	Electric Utility	4,105.25

Total for Payment No.: 4,105.25

**Payment No: 649155**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SANTA CLARA WINDUSTRIAL CO	00488066	016019 01	GALV 20FT CHANNEL, NUTS & BOLT	General Fund	51.58
02/26/2021	SANTA CLARA WINDUSTRIAL CO	00488067	015747 03	WARBURTON POOL REPAIR	General Fund	3,610.53
02/26/2021	SANTA CLARA WINDUSTRIAL CO	00488068	016324 01	WARBURTON POOL REPAIR PARTS	General Fund	391.22
Total for Payment No.:						4,053.33

**Payment No: 018731**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CINTAS CORP #630	00488393	4076296039	2020 FEB WATER UNIFORM SERVICE	Water Utility	310.59
03/12/2021	CINTAS CORP #630	00488393	4076296039	2020 FEB WATER UNIFORM SERVICE	Sewer Utility	310.58
03/12/2021	CINTAS CORP #630	00488661	4074922409	UNIFORM SERVICES	General Fund	63.03
03/12/2021	CINTAS CORP #630	00488663	4076830885	UNIFORM SERVICES	General Fund	60.70
03/12/2021	CINTAS CORP #630	00488702	4073731016	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/12/2021	CINTAS CORP #630	00488703	4074348469	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/12/2021	CINTAS CORP #630	00488710	4076295497	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/12/2021	CINTAS CORP #630	00488744	4077004642	2021 FEB WATER UNIFORM SERVICE	Water Utility	353.15
03/12/2021	CINTAS CORP #630	00488744	4077004642	2021 FEB WATER UNIFORM SERVICE	Sewer Utility	353.15
03/12/2021	CINTAS CORP #630	00489011	4077004417	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/12/2021	CINTAS CORP #630	00489012	4077004902	LAUNDRY SERVICE FY20/21	Electric Utility	105.71



				SVP FR		
03/12/2021	CINTAS CORP #630	00489019	4076296654	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	105.71
03/12/2021	CINTAS CORP #630	00489026	4075030490	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	640.64
03/12/2021	CINTAS CORP #630	00489028	4076295926	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	597.49
03/12/2021	CINTAS CORP #630	00489029	4077004628	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	597.49
				Total for Payment No.:		4,015.60

**Payment No: 649446**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ADVANCED DATA PROCESSING, INC.	00488716	600228	MILESTONE 3 - MEDICAID APP	General Fund	2,000.00
03/12/2021	ADVANCED DATA PROCESSING, INC.	00488716	600228	MILESTONE 6-MEDICAID ENROLLMNT	General Fund	1,000.00
03/12/2021	ADVANCED DATA PROCESSING, INC.	00488716	600228	MILESTONE 8-ZIRMED MEDI-MEDI	General Fund	500.00
03/12/2021	ADVANCED DATA PROCESSING, INC.	00488716	600228	MILESTONE 10-CLAIM FILINGS	General Fund	500.00
				Total for Payment No.:		4,000.00

**Payment No: 649251**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MICHAEL LYNCH	00488440	1001	SALES CONSULTING SERVICES 1/21	Deposit Funds.	4,000.00
				Total for Payment No.:		4,000.00

**Payment No: 649542**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TRI-CITY POWER INC	00489128	3266	LABOR	Electric Utility	971.50
03/12/2021	TRI-CITY POWER INC	00489143	3270	LABOR	Electric Utility	1,871.50

03/12/2021	TRI-CITY POWER INC	00489143	3270	MATERIALS	Electric Utility	1,144.50
				Total for Payment No.:		3,987.50

**Payment No: 649249**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MALLORY SAFETY & SUPPLY LLC	00488620	5002859	VEST, XXL, CLASS 3, LIME GREEN	Electric Utility	1,449.92
03/05/2021	MALLORY SAFETY & SUPPLY LLC	00488620	5002859	VEST, XL, CLASS 3, LIME GREEN	Electric Utility	1,976.72
03/05/2021	MALLORY SAFETY & SUPPLY LLC	00488620	5002859	SMALL SVP LOGO	Electric Utility	240.35
03/05/2021	MALLORY SAFETY & SUPPLY LLC	00488620	5002859	LARGE SVP LOGO	Electric Utility	199.47
				Total for Payment No.:		3,866.46

**Payment No: 649103**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487954	287286334235X02192021	FIRE DEPT WIRELESS	General Fund	3,678.17
02/26/2021	AT&T MOBILITY	00487954	287286334235X02192021	EMERGENCY SVCS WIRELESS	General Fund	138.44
02/26/2021	AT&T MOBILITY	00487954	287286334235X02192021	STREET DEPT WIRELESS	General Fund	49.53
				Total for Payment No.:		3,866.14

**Payment No: 649171**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	CEMETRY	Cemetery	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	HARRIS LASS	Public Buildings	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	HEADEN INMAN	Public Buildings	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	JAMISON BROWN	Public Buildings	63.75
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	TRITON	Public Buildings	91.66
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	SVP DUANE	Electric Utility	63.00

02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	SVP ROBERTS	Electric Utility	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	SVP MARTIN	Electric Utility	74.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	MORSE MANSION	General Government - Other	85.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	BLDG MTCE	General Fund	336.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	BERRYESSA ADOBE	General Fund	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	PD	General Fund	135.41
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	STREETS	General Fund	201.41
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	FIRE	General Fund	734.64
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	CENTRAL LIB	General Fund	153.41
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	NORTHSIDE LIB	General Fund	91.66
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	MISSION LIB	General Fund	74.41
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	PARKS	General Fund	893.12
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	PURCHASING WAREHOUSE	General Fund	63.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	EOC	General Fund	73.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488011	8054C	TASMAN	General Fund	217.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488012	7271022	JAN 2021 HEART OF VALLEY	Public Buildings	50.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488013	7271021	SCCC JAN 2021	Convention Cnt Maintenance Dis	70.00
02/26/2021	WESTERN EXTERMINATOR COMPANY	00488014	7271023	1500 CIVIC CENTER JAN 2021	General Fund	45.00
				Total for Payment No.:		3,830.47

Payment No: 018632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	LEVY SANTA CLARA CONVENTION CENTER	00488138	LevyInv 000016	Premier Wireless - Fridge Sens	SCCC-Levy Food & Beverage	3,811.32
				Total for Payment No.:		3,811.32

**Payment No: 649126**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GLOBAL RENTAL CO	00487772	3595284	2019 INTL4300 2/9/21-3/8/21	Electric Utility	3,706.00
				Total for Payment No.:		3,706.00

**Payment No: 649592**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ELITE RECYCLING SERVICES, LLC	00488817	8863	E-WASTE FEE'S	Electric Utility	3,673.80
				Total for Payment No.:		3,673.80

**Payment No: 649294**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	██████████	00488443	213466	TRADEMARK APPLICATION FEE	Deposit Funds.	250.00
03/05/2021	██████████	00488443	213466	PROFESSIONAL SERVICES FOR 1/21	Deposit Funds.	3,390.00
				Total for Payment No.:		3,640.00

**Payment No: 018667**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BURLINGTON SAFETY LAB INC	00488341	41298	RETEST CLASS 2 BLANKET TO ASTM	Electric Utility	120.00
03/05/2021	BURLINGTON SAFETY LAB INC	00488341	41298	RETEST RUBBER INSU LINEHOSE	Electric Utility	224.00
03/05/2021	BURLINGTON SAFETY LAB INC	00488341	41298	RUBBER GLOVE RETEST NON-TAX	Electric Utility	1,180.00
03/05/2021	BURLINGTON SAFETY LAB INC	00488341	41298	GLOVE ELECTRIFLEX CL2 TYPE I	Electric Utility	427.28
03/05/2021	BURLINGTON SAFETY LAB INC	00488343	41177	RUBBER GLOVE RETEST NON-TAX	Electric Utility	1,120.00

03/05/2021	BURLINGTON SAFETY LAB INC	00488343	41177	CLASS2 BLANKET RETEST NON-TAX	Electric Utility	252.00
03/05/2021	BURLINGTON SAFETY LAB INC	00488343	41177	CLASS4 BLANKET RETEST NON-TAX	Electric Utility	120.00
03/05/2021	BURLINGTON SAFETY LAB INC	00488343	41177	RETEST RUBBER INSU LINEHOSE	Electric Utility	182.00
Total for Payment No.:						3,625.28

**Payment No: 018779**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PG&E	00488788	9644211793-1 FEB2021	ELEC SVC GRIZZLY PWRHSE FEB21	Electric Utility	3,585.81
Total for Payment No.:						3,585.81

**Payment No: 649488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JANA SOKALE	00489158	14A	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	487.50
03/12/2021	JANA SOKALE	00489159	5-ADDITIONAL SERVICES	ADDITIONAL SERVICES.	Streets And Highways	900.00
03/12/2021	JANA SOKALE	00489160	15A	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	1,350.00
03/12/2021	JANA SOKALE	00489161	6-ADDITIONAL SERVICE	ADDITIONAL SERVICES.	Streets And Highways	825.00
Total for Payment No.:						3,562.50

**Payment No: 649441**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	U.S. BANK	00489281	02/21/21-03/06/21	BIWKLY PAYROLL DED PARS B2105	Fringe Benefits	3,550.90
Total for Payment No.:						3,550.90

**Payment No: 649550**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - FIRE DEPT	General Fund	1,026.27
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - PD	General Fund	114.03
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - PD	General Fund	38.01
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - PD	General Fund	38.01
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - PD	General Fund	2,128.56
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - STREET	General Fund	114.03
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - LIBRARY	General Fund	38.01
03/12/2021	VERIZON WIRELESS	00488448	9873269326	MDC - PARKS	General Fund	38.01
				Total for Payment No.:		3,534.93

**Payment No: 649194**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BAY AREA AIR QUALITY	00488340	4BT31A	MFR MINOR REVISION FEE	Electric Utility	1,718.00
03/05/2021	BAY AREA AIR QUALITY	00488340	4BT31A	PERMIT SHIELD FEE	Electric Utility	1,809.00
				Total for Payment No.:		3,527.00

**Payment No: 018852**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	VERDE DESIGN INC	00489487	1-2019200	DESIGN DEVELOPMENT	Parks And Recreation	3,500.00
				Total for Payment No.:		3,500.00

**Payment No: 649610**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	MAZE & ASSOC	00489395	39417	CITY AUDITOR	General Fund	3,500.00
				Total for Payment No.:		3,500.00

**Payment No: 649502**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NETFILE	00489120	7185	4TH QTR 3/1/21-5/31/21	General Fund	3,500.00

Total for Payment No.: 3,500.00

**Payment No: 649195**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BAYSHORE SAFETY & INDUSTRIAL	00488583	5376	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	1,464.31
03/05/2021	BAYSHORE SAFETY & INDUSTRIAL	00488606	5349	RAGS, TERI-CLOTH, STRAIGHT CUT	Electric Utility	2,005.60
Total for Payment No.:						3,469.91

**Payment No: 649517**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RING POWER CORPORATION	00488695	44LU06576858	EQUIPMNT RNTL 2/2/21 -3/1/21	Electric Utility Construction	3,468.00
Total for Payment No.:						3,468.00

**Payment No: 649497**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MEMORIAL IMPRESSIONS INC.	00488719	26874	INSCRIPTION/INSTALLATION SERV	Cemetery	3,417.00
Total for Payment No.:						3,417.00

**Payment No: 649580**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CALLYO 2009 CORP.	00489066	R14444	Callyo Package 6/21-5/22	General Fund	3,410.00
Total for Payment No.:						3,410.00

**Payment No: 649248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LIVE OAK ASSOCIATES, INC	00488072	2525-012012	PN#2505-01 SMHM PCS/HAB ASSE	Storm Drain	3,388.75
Total for Payment No.:						3,388.75

**Payment No: 018746**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GE SUPPLY	00489050	21542160	PN# 142D4910G001 - BRG LINER -	Electric Utility	3,374.30
Total for Payment No.:						3,374.30

**Payment No: 649280**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA WEEKLY	00488357	1245056	CE20-21-02 NOTICE INVTNG BIDS	Streets And Highways	2,856.00
03/05/2021	SANTA CLARA WEEKLY	00488670	1245083	PUBL ORDINANCE #2029	General Fund	480.00
Total for Payment No.:						3,336.00

**Payment No: 649607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KORTICK MANUFACTURING CO	00488823	067894	ASSORTED FASTENERS	Electric Utility	3,021.75
03/19/2021	KORTICK MANUFACTURING CO	00488824	067964	MACHINE BOLTS	Electric Utility	96.73
03/19/2021	KORTICK MANUFACTURING CO	00488825	067963	MACHINE BOLTS	Electric Utility	190.75
Total for Payment No.:						3,309.23

**Payment No: 649265**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PR 11 TOWERS AT GREAT AMERICA OWNER LLC	00488166	R21-CDR-0159	CUSTOM HOOD REBATE; 66381-3	Elec OperatingGrant Trust Fund	3,295.01
Total for Payment No.:						3,295.01

**Payment No: 649605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KELLY-MOORE PAINT CO	00489085	817-00000418045	TRAFFIC SUPPLIES- PAINT	General Fund	1,994.48
03/19/2021	KELLY-MOORE PAINT CO	00489086	817-00000418414	TRAFFIC SUPPLIES-PAINT	General Fund	1,196.69
Total for Payment No.:						3,191.17



**Payment No: 649624**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	R3 CONSULTING GROUP, INC.	00489089	10206	CNSLTING WRK- NEF HAULER AUDIT	General Fund	3,177.50
Total for Payment No.:						3,177.50

**Payment No: 649627**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ROBERT E. VAN HEUIT	00489607	1102	AMENDMENT NO. 3 INCREASE PO BY	Related Santa Clara Dvlpr Fund	3,150.00
Total for Payment No.:						3,150.00

**Payment No: 649121**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	DAVID ZANOTTI	00487775	C-2021-059	CEMETRY	Cemetery	720.00
02/26/2021	DAVID ZANOTTI	00488015	C-2021-060	FS 5	General Fund	2,430.00
Total for Payment No.:						3,150.00

**Payment No: 018773**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NVIDIA CORP	00488506	63037-04 CPV JAN-2021	PBI SOLAR PROD PYMT #47 JAN-20	Elec OperatingGrant Trust Fund	3,142.17
Total for Payment No.:						3,142.17

**Payment No: 649454**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BANK UP CORP	00488371	4411	OUTSOURCE CASH RECEIPTS	General Fund	3,089.98
Total for Payment No.:						3,089.98

**Payment No: 649620**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489260	0007992607-7	GRIZZLY PROJ O&M 15% COO FEB21	Electric Utility	3,076.67
				Total for Payment No.:		3,076.67

**Payment No: 018685**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JOHANNA JEAN MARCHEL	00488119	219	JANITORIAL 881 MARTIN MAR2021	Elec OperatingGrant Trust Fund	175.76
03/05/2021	JOHANNA JEAN MARCHEL	00488119	219	JANITORIAL 881 MARTIN MAR2021	Electric Utility	2,753.62
03/05/2021	JOHANNA JEAN MARCHEL	00488120	220	JANITOR 881 MARTIN FEB21 FRIG	Elec OperatingGrant Trust Fund	4.80
03/05/2021	JOHANNA JEAN MARCHEL	00488120	220	JANITOR 881 MARTIN FEB21 FRIG	Electric Utility	75.20
				Total for Payment No.:		3,009.38

**Payment No: W21247B**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/02/2021	SANTA CLARA CONVENTION CENTER	00488549	87117	DOCK 3--EMERGENCY DOOR REPAIR	SCCC Capital Improvement Fund	2,951.20
				Total for Payment No.:		2,951.20

**Payment No: 649611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	MGT OF AMERICA CONSULTING, LLC	00489401	39175	ANNUAL FEE: PROVIDE STATE MAND	General Fund	2,950.00
				Total for Payment No.:		2,950.00

**Payment No: 018693**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MT TIRE SERVICE	00488074	14577	LABOR- CUC 2020	Solid Waste Program	120.00
03/05/2021	MT TIRE SERVICE	00488075	14489	LABOR- CUC 2020	Solid Waste Program	120.00

03/05/2021	MT TIRE SERVICE	00488076	14622	LABOR-CUC 2020	Solid Waste Program	235.00
03/05/2021	MT TIRE SERVICE	00488077	14573	LABOR-CUC 2020	Solid Waste Program	180.00
03/05/2021	MT TIRE SERVICE	00488078	15558	LABOR-FLEET SRVC	Fleet Operation Fund	120.00
03/05/2021	MT TIRE SERVICE	00488079	15548	LABOR-V#31119 WO#129779	Fleet Operation Fund	35.00
03/05/2021	MT TIRE SERVICE	00488080	15551	LABOR-V#2938 WO#129727	Fleet Operation Fund	60.00
03/05/2021	MT TIRE SERVICE	00488081	15681	TIRES-V#3252 WO#129724	Fleet Operation Fund	1,404.85
03/05/2021	MT TIRE SERVICE	00488081	15681	TIRE TAX- V#3252 WO#129724	Fleet Operation Fund	1.91
03/05/2021	MT TIRE SERVICE	00488081	15681	PARTS-V#3252 WO#129724	Fleet Operation Fund	27.25
03/05/2021	MT TIRE SERVICE	00488081	15681	LABOR-V#3252 WO#129724	Fleet Operation Fund	120.00
03/05/2021	MT TIRE SERVICE	00488082	15680	LABOR-V#3213 WO#129692	Fleet Operation Fund	50.00
03/05/2021	MT TIRE SERVICE	00488083	15682	TIRES-V#3227 WO#129752	Fleet Operation Fund	390.22
03/05/2021	MT TIRE SERVICE	00488083	15682	TIRE TAX-V#3227 WO#129752	Fleet Operation Fund	3.50
03/05/2021	MT TIRE SERVICE	00488083	15682	LABOR-V#3227 WO#129752	Fleet Operation Fund	50.00
03/05/2021	MT TIRE SERVICE	00488307	15765	LABOR-V#3326 WO#129780	Fleet Operation Fund	25.00
Total for Payment No.:						2,942.73

**Payment No: 649419**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TALUS CONSTRUCTION, INC	00489237	20920-C	Recycled Water Distribution Sy	Water Recycling Program	2,933.00
Total for Payment No.:						2,933.00

**Payment No: 018690**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	METAFILE INFORMATION SYSTEMS	00488244	051176	SYSTEM SUPPORT (APR-JUN 2021)	General Fund	1,459.22
03/05/2021	METAFILE INFORMATION SYSTEMS	00488244	051176	SYSTEM SUPPORT (APR-JUN 2021)	General Fund	1,459.21
Total for Payment No.:						2,918.43

**Payment No: 649238**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	INDIGO/HAMMOND & PLAYLE ARCHITECTS, LLP	00488438	20263-6	PROFESSIONAL SERVICE AGREEMENT	General Fund	2,892.50
				Total for Payment No.:		2,892.50

**Payment No: 018804**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ALMADEN PRESS INC	00489234	148598	TAXABLE ITEMS OF 100 FLYERS	Elec OperatingGrant Trust Fund	62.75
03/19/2021	ALMADEN PRESS INC	00489234	148598	PRINTING FEE FOR 3700 NON TAX	Elec OperatingGrant Trust Fund	642.43
03/19/2021	ALMADEN PRESS INC	00489234	148598	PRINGING FEE FOR NON TAX	Elec OperatingGrant Trust Fund	30.00
03/19/2021	ALMADEN PRESS INC	00489234	148598	MAILING SERVICES	Elec OperatingGrant Trust Fund	374.40
03/19/2021	ALMADEN PRESS INC	00489234	148598	MAILING SERVICES	Elec OperatingGrant Trust Fund	375.60
03/19/2021	ALMADEN PRESS INC	00489234	148598	PRINTING FEE FOR 3700 NON TAX	Electric Utility	1,400.00
				Total for Payment No.:		2,885.18

**Payment No: 018803**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	AIRGAS USA, LLC	00489238	9110443540	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
03/19/2021	AIRGAS USA, LLC	00489238	9110443540	DELIVERY FLAT FEE	Electric Utility	64.31
03/19/2021	AIRGAS USA, LLC	00489238	9110443540	FUEL SURCHARGE FLAT	Electric Utility	9.37
03/19/2021	AIRGAS USA, LLC	00489238	9110443540	AIRGAS HAZMAT CHARGE	Electric Utility	6.27
03/19/2021	AIRGAS USA, LLC	00489239	9110443541	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
03/19/2021	AIRGAS USA, LLC	00489239	9110443541	DELIVERY FLAT FEE	Electric Utility	64.31
03/19/2021	AIRGAS USA, LLC	00489239	9110443541	FUEL SURCHARGE FLAT	Electric Utility	8.94
03/19/2021	AIRGAS USA, LLC	00489239	9110443541	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
03/19/2021	AIRGAS USA, LLC	00489240	9110564643	E03NI99E15A03N0 9PPM	Electric Utility	616.48
03/19/2021	AIRGAS USA, LLC	00489240	9110564643	DELIVERY FLAT FEE	Electric Utility	64.31

03/19/2021	AIRGAS USA, LLC	00489240	9110564643	FUEL SURCHARGE FLAT	Electric Utility	9.92
03/19/2021	AIRGAS USA, LLC	00489240	9110564643	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
03/19/2021	AIRGAS USA, LLC	00489241	9978122629	RENTAL CYLINDERS FOR DVR FEB21	Electric Utility	756.25
03/19/2021	AIRGAS USA, LLC	00489241	9978122629	AIRGAS HAZMAT CHARGE	Electric Utility	12.75
Total for Payment No.:						2,870.97

**Payment No: 649621**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PRAXAIR SERVICES INC	00488829	61361030	ACETYLENE	Water Utility	1,122.53
03/19/2021	PRAXAIR SERVICES INC	00488830	61518306	HELMET AND LENSES	Water Utility	54.53
03/19/2021	PRAXAIR SERVICES INC	00488831	61786115	HELIUM	Water Utility	1,669.10
Total for Payment No.:						2,846.16

**Payment No: 018744**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GARDENLAND POWER EQUIPMENT	00488153	831162	PARTS- BLOWER- LEAF VAC	General Fund	31.07
03/12/2021	GARDENLAND POWER EQUIPMENT	00488153	831162	LABOR- BLOWER- LEAF VAC	General Fund	54.74
03/12/2021	GARDENLAND POWER EQUIPMENT	00488154	831163	PARTS-BLOWER- LEAF VAC	General Fund	52.63
03/12/2021	GARDENLAND POWER EQUIPMENT	00488154	831163	LABOR-BLOWER- LEAF VAC	General Fund	107.10
03/12/2021	GARDENLAND POWER EQUIPMENT	00488155	832134	PARTS-BLOWER- LEAF VAC	General Fund	30.92
03/12/2021	GARDENLAND POWER EQUIPMENT	00488155	832134	LABOR-BLOWER- LEAF VAC	General Fund	54.74
03/12/2021	GARDENLAND POWER EQUIPMENT	00488156	832142	PARTS-BLOWER- LEAF VAC	General Fund	46.77
03/12/2021	GARDENLAND POWER EQUIPMENT	00488156	832142	LABOR-BLOWER- LEAF VAC	General Fund	96.05
03/12/2021	GARDENLAND POWER EQUIPMENT	00488476	833860	LANDSCAPING SUPPLIES	General Fund	62.22
03/12/2021	GARDENLAND POWER EQUIPMENT	00488477	833865	TREE DIVISION SUPPLIES	General Fund	1,765.29
03/12/2021	GARDENLAND POWER EQUIPMENT	00488478	833869	LANDSCAPING SUPPLIES	General Fund	15.24
03/12/2021	GARDENLAND POWER EQUIPMENT	00488565	834564	ELEMENT AIR CLEANER	General Fund	487.33
Total for Payment No.:						2,804.10

**Payment No: 649613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	NATIONAL PLANT SERVICE INC	00489188	16589	SERVICES- CCTV & CAMERA	General Fund	2,800.00
Total for Payment No.:						2,800.00

**Payment No: 649115**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CORRPRO WATERWORKS	00488256	622327	NORTHSIDE TANK #1	Water Utility	695.00
02/26/2021	CORRPRO WATERWORKS	00488256	622327	NORTHSIDE TANK #2	Water Utility	695.00
02/26/2021	CORRPRO WATERWORKS	00488256	622327	DOWNTOWN TANK	Water Utility	695.00
02/26/2021	CORRPRO WATERWORKS	00488256	622327	CORP YARD TANK	Water Utility	695.00
Total for Payment No.:						2,780.00

**Payment No: 018625**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GRANITE ROCK CO #29145	00488249	1284808	SAND	Water Utility	151.90
02/26/2021	GRANITE ROCK CO #29145	00488249	1284808	SAND	Water Utility	101.27
02/26/2021	GRANITE ROCK CO #29145	00488249	1284808	SAND	Electric Utility Construction	506.36
02/26/2021	GRANITE ROCK CO #29145	00488249	1284808	SAND	Water Utility Construction	202.53
02/26/2021	GRANITE ROCK CO #29145	00488249	1284808	SAND	Sewer Utility	50.63
02/26/2021	GRANITE ROCK CO #29145	00488250	1282546	SAND	Water Utility	170.67
02/26/2021	GRANITE ROCK CO #29145	00488250	1282546	SAND	Water Utility	256.02
02/26/2021	GRANITE ROCK CO #29145	00488250	1282546	SAND	Electric Utility Construction	853.39
02/26/2021	GRANITE ROCK CO #29145	00488250	1282546	SAND	Water Utility Construction	341.36
02/26/2021	GRANITE ROCK CO #29145	00488250	1282546	SAND	Sewer Utility	85.34
Total for Payment No.:						2,719.47

**Payment No: 018631**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	INTERTEK AIM	00488104	US0100004345	NDE ANALYSES AND ENGINEERING S	Electric Utility	2,705.00
				Total for Payment No.:		2,705.00

**Payment No: 018598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PUBLIC SAFETY NON-SWORN	00488284	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	2,700.00
				Total for Payment No.:		2,700.00

**Payment No: 018605**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAKER & TAYLOR BOOKS	00487877	2035691883	1235 AD BK	General Fund	20.59
02/26/2021	BAKER & TAYLOR BOOKS	00487878	2035691884	1233 AD BK	General Fund	185.26
02/26/2021	BAKER & TAYLOR BOOKS	00487879	2035691885	1235 AD BK	General Fund	63.47
02/26/2021	BAKER & TAYLOR BOOKS	00487880	CI237912	1241 AD BK	General Fund	2,412.90
				Total for Payment No.:		2,682.22

**Payment No: 649498**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	ATLAS BIPOD	Police Operating Grant Fund	682.34
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	BADGER MOUNT	Police Operating Grant Fund	446.90
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	PELICAN CASE	Police Operating Grant Fund	392.40
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	GROVTEC SWIVELS	Police Operating Grant Fund	52.32
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	TAB GEAR	Police Operating Grant Fund	215.82

03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	SHIPPING	Police Operating Grant Fund	100.00
03/12/2021	MILE HIGH SHOOTING ACCESSORIES LLC	00489109	W130246	MAGAZINES	Police Operating Grant Fund	758.64
Total for Payment No.:						2,648.42

**Payment No: 649648**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	UNIVAR SOLUTIONS USA INC	00489105	48992857	DVR CHEM DEL SOD BISUL MAR21	Electric Utility	531.92
03/19/2021	UNIVAR SOLUTIONS USA INC	00489106	48992858	CAUSTIC SODA 30% MAR21	Electric Utility	751.01
03/19/2021	UNIVAR SOLUTIONS USA INC	00489263	49005553	DVR CHEM DEL SOD HYP MAR2021	Electric Utility	1,278.52
03/19/2021	UNIVAR SOLUTIONS USA INC	00489263	49005553	CALIFORNIA MILL FEE	Electric Utility	27.81
Total for Payment No.:						2,589.26

**Payment No: 018785**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	[REDACTED]	00489152	45326	PERSONNEL ISSUES	Special Liability Insurance	2,587.50
Total for Payment No.:						2,587.50

**Payment No: 649128**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	[REDACTED]	00488131	1284620	LEGAL SERVICES	Special Liability Insurance	2,587.50
Total for Payment No.:						2,587.50

**Payment No: 018662**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	APPLIED POWER TECHNOLOGIES INC	00488336	13348-11	MO. EPMS MAINT SRV FEB2021	Electric Utility	2,530.33
Total for Payment No.:						2,530.33



**Payment No: 649111**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CITY OF SAN JOSE	00487737	1188203	SEP20 ANNUAL ST MNTNC PERMIT	Streets And Highways	2,022.18
02/26/2021	CITY OF SAN JOSE	00487738	1190991	DEC20 ANNUAL ST MNTNC PERMIT	Streets And Highways	505.01
Total for Payment No.:						2,527.19

**Payment No: 018841**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489261	3345487577-5 MAR2021	ELEC SVC STONY GORGE HYD FEB21	Electric Utility	947.02
03/19/2021	PG&E	00489261	3345487577-5 MAR2021	ELEC SVC BLACK BUTTE HYD FEB21	Electric Utility	1,447.82
03/19/2021	PG&E	00489261	3345487577-5 MAR2021	ELEC SVC BLACK BUTTE HYD FEB21	Electric Utility	106.64
Total for Payment No.:						2,501.48

**Payment No: 018833**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	LPA, INC.	00489282	98726	Reed & Grant Closeout	Parks And Recreation	2,500.00
Total for Payment No.:						2,500.00

**Payment No: 649512**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PURETEC INDUSTRIAL WATER	00488782	1830277	COG WTR VESSL EXCH SEP20	Electric Utility	609.80
03/12/2021	PURETEC INDUSTRIAL WATER	00488782	1830277	COG WTR VESSL EXCH SEP20 (TAX)	Electric Utility	104.80
03/12/2021	PURETEC INDUSTRIAL WATER	00489223	1859541	LABOR	Electric Utility	1,753.30
Total for Payment No.:						2,467.90

**Payment No: 018819**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	ESSENSE PARTNERS	00489191	20221	MKTING ADMIN SUPP REBATE FEB21	Elec OperatingGrant Trust Fund	675.00
03/19/2021	ESSENSE PARTNERS	00489191	20221	MKTING ADMIN SUPP REBATE FEB21	Electric Utility	1,755.00
				Total for Payment No.:		2,430.00

**Payment No: 018595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CITY OF SANTA CLARA EMPLOYEES	00488285	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	2,430.00
				Total for Payment No.:		2,430.00

**Payment No: 018705**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SC FUELS	00488090	4548706	UNLDED FIRE STATN #1 TANK#61	Fleet Operation Fund	2,407.51
				Total for Payment No.:		2,407.51

**Payment No: 649188**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ADVANCED ENERGY SOLUTIONS INC	00488159	R21-SLR-0089	LRG REBATE; ACCT 63185-03	Elec OperatingGrant Trust Fund	2,400.00
				Total for Payment No.:		2,400.00

**Payment No: 649302**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VALLEY POWER SYSTEMS INC	00488095	K57163	LABOR-V#2897 WO#129784	Fleet Operation Fund	630.00
03/05/2021	VALLEY POWER SYSTEMS INC	00488095	K57163	MACHN OPS-V#2897 WO#129784	Fleet Operation Fund	294.28
03/05/2021	VALLEY POWER SYSTEMS INC	00488095	K57163	MILEAGE-V#2897 WO#129784	Fleet Operation Fund	62.61
03/05/2021	VALLEY POWER SYSTEMS INC	00488095	K57163	PARTS-V#2897 WO#129784	Fleet Operation Fund	213.11
03/05/2021	VALLEY POWER SYSTEMS INC	00488096	K57164	LABOR-V#0741 WO#129785	Fleet Operation Fund	658.00
03/05/2021	VALLEY POWER SYSTEMS INC	00488096	K57164	MCHNE OPS-V#0741 WO#129785	Fleet Operation Fund	294.28

03/05/2021	VALLEY POWER SYSTEMS INC	00488096	K57164	MILEAGE-V#0741 WO#129785	Fleet Operation Fund	10.93
03/05/2021	VALLEY POWER SYSTEMS INC	00488096	K57164	PARTS-V#0741 WO#129785	Fleet Operation Fund	236.79
Total for Payment No.:						2,400.00

**Payment No: 649649**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	VENOUS TECHNOLOGIES INC	00489075	6197	3M 1870 Plus N95 Masks	General Fund	1,183.24
03/19/2021	VENOUS TECHNOLOGIES INC	00489075	6197	3M 1870 Plus N95 Masks	General Fund	1,183.25
Total for Payment No.:						2,366.49

**Payment No: 018735**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	DYNAMIC SYSTEMS INC	00489121	21020048	ORACLE DATABASE APPLIANCE X7-2	Electric Utility	1,068.92
03/12/2021	DYNAMIC SYSTEMS INC	00489121	21020048	POWER CORD: NORTH AMERICA AND	Electric Utility	4.48
03/12/2021	DYNAMIC SYSTEMS INC	00489121	21020048	ORACLE DATABASE APPLIANCE X7-2	Electric Utility	1,265.45
03/12/2021	DYNAMIC SYSTEMS INC	00489121	21020048	PWRCORD,N.A./ASIA,4.0m,L6-20P,	Electric Utility	2.26
Total for Payment No.:						2,341.11

**Payment No: 018763**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MBL & SONS, INC	00488503	63467-01 CPV JAN-2021	ST LAWRNC PBI PYMT #35 JAN 202	Elec OperatingGrant Trust Fund	1,789.46
03/12/2021	MBL & SONS, INC	00488504	75175-01 CPV JAN-2021	ST JUSTIN PBI PYMT #30 JAN-202	Elec OperatingGrant Trust Fund	544.90
Total for Payment No.:						2,334.36

**Payment No: 018601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	AEMTEK, INC	00488254	2101096	Water Quality Testing	Water Utility	2,311.00
				Total for Payment No.:		2,311.00

**Payment No: 649263**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PERFORMANCE MECHANICAL, INC	00488516	147906	CODE WORK/REPAIRS; BOILER AND	Electric Utility	2,300.00
				Total for Payment No.:		2,300.00

**Payment No: 018808**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BAKER & TAYLOR BOOKS	00488611	2035781622	1233 AD BK	General Fund	40.01
03/19/2021	BAKER & TAYLOR BOOKS	00488618	2035781623	1235 JUV BK	General Fund	1,161.42
03/19/2021	BAKER & TAYLOR BOOKS	00488619	2035775866	1235 AD BK	General Fund	58.57
03/19/2021	BAKER & TAYLOR BOOKS	00489171	CI238755	1241 AD BK	General Fund	1,038.29
				Total for Payment No.:		2,298.29

**Payment No: 018635**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	████████████████████	00488134	400816	LEGAL SERVICES	Electric Utility Construction	2,268.00
				Total for Payment No.:		2,268.00

**Payment No: 018823**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GRAINGER-SAN JOSE	00488774	9801762825	SUPPLIES	General Fund	290.18
03/19/2021	GRAINGER-SAN JOSE	00488775	9801762833	PD WATER PUMP	General Fund	225.07
03/19/2021	GRAINGER-SAN JOSE	00488819	9806324027	TUBING CUTTER	Water Utility	-106.28
03/19/2021	GRAINGER-SAN JOSE	00489079	9809464754	SWEEPER AIR GAUGES	Solid Waste Program	77.19
03/19/2021	GRAINGER-SAN JOSE	00489080	9814535382	STRT DEPT- GOGGLES	General Fund	68.51

03/19/2021	GRAINGER-SAN JOSE	00489081	9814535390	STRT DEPT- GOGGLES	General Fund	81.64
03/19/2021	GRAINGER-SAN JOSE	00489284	9804902659	COMPOST BAGS	Water Utility	65.40
03/19/2021	GRAINGER-SAN JOSE	00489597	9819413445	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility	230.91
03/19/2021	GRAINGER-SAN JOSE	00489597	9819413445	SCREWDRIVER, PHILLIPS PLASTIC	Electric Utility	18.57
03/19/2021	GRAINGER-SAN JOSE	00489597	9819413445	SCREWDRIVER, 8IN BLADE, ROUND	Electric Utility	48.79
03/19/2021	GRAINGER-SAN JOSE	00489598	9815142659	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	330.83
03/19/2021	GRAINGER-SAN JOSE	00489668	9806993763	CONDUIT, STEEL, 2-1/2IN X 10FT	Electric Utility	392.27
03/19/2021	GRAINGER-SAN JOSE	00489669	9769312670	BAG, PLASTIC, 10IN X 8IN X 24I	Electric Utility	421.30
03/19/2021	GRAINGER-SAN JOSE	00489669	9769312670	PAINT, SPRAY, FLAT BLACK	Electric Utility	87.77
				Total for Payment No.:		2,232.15

**Payment No: 649145**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487975	0007985783-5	GRIZZLY PROJ O&M 15% COO JAN21	Electric Utility	2,228.27
				Total for Payment No.:		2,228.27

**Payment No: 649259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	OSISOFT LLC	00488675	9000101575	PI SYS ADMIN 4 IT PROS-A DAFFO	Electric Utility	2,125.00
				Total for Payment No.:		2,125.00

**Payment No: 649600**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	HOME DEPOT USA	00488839	599647351	JANITORIAL SUPPLIES	General Fund	101.65
03/19/2021	HOME DEPOT USA	00488840	599647369	JANITORIAL SUPPLIES	General Fund	203.20
03/19/2021	HOME DEPOT USA	00489099	597471747	SCOTT MULTIFOLD TOWEL 1PLY	Electric Utility	57.81
03/19/2021	HOME DEPOT USA	00489099	597471747	SCOTT 2PLY TOILET TISSUE	Electric Utility	53.73

03/19/2021	HOME DEPOT USA	00489287	601025026	JANITORIAL SUPPLIES	General Fund	189.03
03/19/2021	HOME DEPOT USA	00489288	601025034	JANITORIAL SUPPLIES	General Fund	80.05
03/19/2021	HOME DEPOT USA	00489289	601025042	JANITORIAL SUPPLIES	General Fund	242.54
03/19/2021	HOME DEPOT USA	00489290	602005704	JANITORIAL SUPPLIES	Electric Utility	263.90
03/19/2021	HOME DEPOT USA	00489292	602005688	JANITORIAL SUPPLIES	General Fund	159.23
03/19/2021	HOME DEPOT USA	00489293	602005696	JANITORIAL SUPPLIES	Electric Utility	146.41
03/19/2021	HOME DEPOT USA	00489294	604174995	JANITORIAL SUPPLIES	General Fund	40.83
03/19/2021	HOME DEPOT USA	00489295	604376889	JANITORIAL SUPPLIES	Electric Utility	137.14
03/19/2021	HOME DEPOT USA	00489296	602005670	JANITORIAL SUPPLIES	General Fund	91.54
03/19/2021	HOME DEPOT USA	00489297	603342601	JANITORIAL SUPPLIES	General Fund	177.21
03/19/2021	HOME DEPOT USA	00489300	579927492	JANITORIAL SUPPLIES	General Fund	172.90
03/19/2021	HOME DEPOT USA	00489301	579927500	JANITORIAL SUPPLIES	General Fund	168.47
03/19/2021	HOME DEPOT USA	00489302	588128850	JANITORIAL SUPPLIES	General Fund	64.68
03/19/2021	HOME DEPOT USA	00489303	587785775	JANITORIAL SUPPLIES	General Fund	-200.12
03/19/2021	HOME DEPOT USA	00489304	588326330	JANITORIAL SUPPLIES	General Fund	-64.68
				Total for Payment No.:		2,085.52

**Payment No: 649158**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	STANFORD HOSPITAL AND CLINICS	00488037	2105-106933CITYNSCL	MEDICAL DIRECTOR SERVICES	General Fund	2,083.00
				Total for Payment No.:		2,083.00

**Payment No: 649634**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00489599	300831	OIL, TRANSFORMER, ELECTRICAL,	Electric Utility	2,039.15
03/19/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00489599	300831	DRUM DEPOSIT	Electric Utility	40.00
				Total for Payment No.:		2,079.15

**Payment No: 018794**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UNIVERSAL SITE SERVICES	00489219	21012380	SWEEPING - FRANKLIN SQUARE	Downtown Parking Maintenance D	2,067.00
Total for Payment No.:						2,067.00

**Payment No: 649102**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487953	287288153081X02162021	PD MDC BACK UP WIRELESS	General Fund	2,066.29
Total for Payment No.:						2,066.29

**Payment No: 018754**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INFOSEND INC	00488374	185354	TAX & LICENSE MAILING SERVICES	General Fund	1,147.91
03/12/2021	INFOSEND INC	00488374	185354	TAX & LICENSE MAILING SERVICES	General Fund	270.56
03/12/2021	INFOSEND INC	00488377	186004	TAX & LICENSE MAILING SERVICES	General Fund	515.17
03/12/2021	INFOSEND INC	00488377	186004	TAX & LICENSE MAILING SERVICES	General Fund	131.66
Total for Payment No.:						2,065.30

**Payment No: 649118**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CXTEC	00488102	7076408	Data Center Support Services-p	Information Technology Service	2,055.04
Total for Payment No.:						2,055.04

**Payment No: W21261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SANTA CLARA CONVENTION CENTER	00489802	1	WT:CIP FUND REQUEST #1 -IDIBRI	SCCC Capital Improvement Fund	2,013.00
Total for Payment No.:						2,013.00

**Payment No: 649597**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GOLDEN GATE TRUCK CENTER	00489218	R005094727:03	LABOR-V#3204 WO#129067	Fleet Operation Fund	828.00
03/19/2021	GOLDEN GATE TRUCK CENTER	00489218	R005094727:03	PARTS-V#32040 WO#129067	Fleet Operation Fund	1,175.86
				Total for Payment No.:		2,003.86

**Payment No: 649290**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SYNERGETIC CONSULTING INC	00488098	21-0695	Application Supt PWP TM Accela	General Fund	1,983.75
				Total for Payment No.:		1,983.75

**Payment No: 649262**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PARS	00488121	47375	ARS-PARS FEE DECEMBER 2020	General Fund	1,982.09
				Total for Payment No.:		1,982.09

**Payment No: 018671**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CINTAS CORP #630	00488025	4075688707	FLEET RENTALS	Fleet Operation Fund	207.94
03/05/2021	CINTAS CORP #630	00488025	4075688707	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.03
03/05/2021	CINTAS CORP #630	00488025	4075688707	STREET RENTALS	General Fund	282.05
03/05/2021	CINTAS CORP #630	00488026	4076297810	FLEET RENTALS	Fleet Operation Fund	207.94
03/05/2021	CINTAS CORP #630	00488026	4076297810	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.03
03/05/2021	CINTAS CORP #630	00488026	4076297810	STREET RENTALS	General Fund	283.57
03/05/2021	CINTAS CORP #630	00488242	4075515380	UNIFORM SERVICES	General Fund	59.98
03/05/2021	CINTAS CORP #630	00488243	4076207982	UNIFORM SERVICES	General Fund	59.98
03/05/2021	CINTAS CORP #630	00488679	4076295903	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	236.34
03/05/2021	CINTAS CORP #630	00488681	4075030612	LAUNDRY SERVICE	Electric Utility	236.34



03/05/2021	CINTAS CORP #630	00488682	4075876731	FY20/21 SVP FR LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	330.00
Total for Payment No.:						1,966.20

**Payment No: 649641**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	██████████	00489640	212551	PROF SVCS THRU DEC 31 2020	Deposit Funds.	1,935.00
Total for Payment No.:						1,935.00

**Payment No: 649150**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ROBERT E. VAN HEUIT	00488109	1101	AMENDMENT NO. 3 INCREASE PO BY	Related Santa Clara Dvlpr Fund	1,925.00
Total for Payment No.:						1,925.00

**Payment No: 649289**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SUPERCO SPECIALTY PRODUCTS	00487793	PSI382835	CLEANING SUPPLIES	General Fund	1,900.83
Total for Payment No.:						1,900.83

**Payment No: 649250**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MERCANTILE SYSTEMS, INC	00488689	55500	Customer Survey Program	Convention Center Enterprise F	1,900.00
Total for Payment No.:						1,900.00

**Payment No: 018670**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/05/2021	CINTAS CORP #630	00488347	4075688191	2021 FEB WATER UNIFORM SERVICE	Water Utility	310.59
03/05/2021	CINTAS CORP #630	00488347	4075688191	2021 FEB WATER UNIFORM SERVICE	Sewer Utility	310.58
03/05/2021	CINTAS CORP #630	00488349	9105570295	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	-10.30
03/05/2021	CINTAS CORP #630	00488350	9110712266	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	-179.00
03/05/2021	CINTAS CORP #630	00488693	4077004566	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	234.71
03/05/2021	CINTAS CORP #630	00488694	4069789642	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	108.13
03/05/2021	CINTAS CORP #630	00488696	4070490070	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	108.13
03/05/2021	CINTAS CORP #630	00488697	4071094482	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488699	4071870516	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488700	4072455044	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488701	4073087179	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488704	4075030316	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488705	4075031003	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	105.71
03/05/2021	CINTAS CORP #630	00488706	4075688041	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
03/05/2021	CINTAS CORP #630	00488707	4075688285	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	105.71
Total for Payment No.:						1,870.30

**Payment No: 018822**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GRAINGER	00489459	9815677605	BATTERY, 6 VOLT, FOR FLASHER L	Electric Utility	43.03
03/19/2021	GRAINGER	00489459	9815677605	WRENCH SET, ALLEN HEXAGON KEY	Electric Utility	23.41
03/19/2021	GRAINGER	00489459	9815677605	WRENCH SET, ALLEN HEXAGON KEY	Electric Utility	78.98
03/19/2021	GRAINGER	00489459	9815677605	CROWBAR, GOOSE NECK STYLE, 3/4	Electric Utility	21.52
03/19/2021	GRAINGER	00489459	9815677605	LEVEL, 24IN ALUMINUM WITH MONO	Electric Utility	63.00
03/19/2021	GRAINGER	00489459	9815677605	SOCKET, 1-1/2IN, 3/4IN DRIVE S	Electric Utility	84.85
03/19/2021	GRAINGER	00489459	9815677605	BARRICADE TAPE, "CAUTION CONST	Electric Utility	17.57
03/19/2021	GRAINGER	00489459	9815677605	SHACKLE, 1/2IN ANCHOR TYPE, SC	Electric Utility	78.55
03/19/2021	GRAINGER	00489459	9815677605	FISH TAPE, 200FTX1/8INX.060IN	Electric Utility	146.06
03/19/2021	GRAINGER	00489459	9815677605	SLEDGE HAMMER 8LB, FIBERGLASS	Electric Utility	94.35
03/19/2021	GRAINGER	00489459	9815677605	TIE WIRE, 16 GAUGE BLACK, 4 LB	Electric Utility	22.14
03/19/2021	GRAINGER	00489459	9815677605	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	71.96
03/19/2021	GRAINGER	00489459	9815677605	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	71.96
03/19/2021	GRAINGER	00489459	9815677605	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	71.96
03/19/2021	GRAINGER	00489459	9815677605	GLOVE, WORKMAN TYPE LARGE MECH	Electric Utility	590.99
03/19/2021	GRAINGER	00489460	9815142667	CONNECTOR, MISC, COMP, INSULAT	Electric Utility	378.89
				Total for Payment No.:		1,859.22

**Payment No: 649327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BERKEL COMPANY	00488965	65035-08 Utility Refund	UTILITY REFUND	General Fund	1,858.47
				Total for Payment No.:		1,858.47

**Payment No: 018813**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/19/2021	CINTAS CORP #630	00488366	4069650277	DS1-1 WARBURTON	Other City Dept Op Grant Fund	9.81
03/19/2021	CINTAS CORP #630	00488366	4069650277	CHEMICALS - WARBURTON	General Fund	21.66
03/19/2021	CINTAS CORP #630	00488367	4069639232	CHEMICALS - PARKS YARD	General Fund	130.37
03/19/2021	CINTAS CORP #630	00488368	4069639096	DS1- MACHADO	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488368	4069639096	CHEMICALS- MACHADO	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488369	4069639067	DS1- ISC	Other City Dept Op Grant Fund	13.08
03/19/2021	CINTAS CORP #630	00488369	4069639067	CHEMICALS- ISC	General Fund	23.52
03/19/2021	CINTAS CORP #630	00488416	4069639039	DS1- HOMERIDGE	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488416	4069639039	CHEMICALS - HOMERIDGE	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488417	4069639012	DS1- WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488417	4069639012	CHEMICALS - WAR MEMORIAL	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488418	4069638979	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488418	4069638979	CHEMICALS - MARY GOMEZ	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488419	4069637554	DS1- JENNY STRAND	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488419	4069637554	CHEMICALS- JENNY STRAND	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488420	4069637514	DS1- WESTWOOD	Other City Dept Op Grant Fund	16.35
03/19/2021	CINTAS CORP #630	00488420	4069637514	CHEMICALS- WESTWOOD	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488421	4069637499	DS1- MAYWOOD	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488421	4069637499	CHEMICALS - MAYWOOD	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488422	4069636912	DS1- YSP	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488422	4069636912	CHEMICALS -YSP	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488423	4069632601	DS1- BRACHER	Other City Dept Op Grant Fund	9.81

03/19/2021	CINTAS CORP #630	00488423	4069632601	CHEMICALS- BRACHER	General Fund	20.42
03/19/2021	CINTAS CORP #630	00488425	4069498673	DS1 - THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488425	4069498673	CHEMICALS- THOMAS BARRETT	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488432	4069497323	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488432	4069497323	CHEMICALS- MONTAGUE	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488433	4069497274	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488433	4069497274	CHEMICALS- MONTAGUE	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488434	4069406171	DS1- PARKWAY PARK	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488434	4069406171	CHEMICALS - PARKWAY PARK	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488571	4069247774	DS1- SR. CENTER	Other City Dept Op Grant Fund	39.24
03/19/2021	CINTAS CORP #630	00488571	4069247774	CHEMICALS-SR. CENTER	General Fund	80.52
03/19/2021	CINTAS CORP #630	00488572	4069247684	DS1- HENRY SCHMIDT	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488572	4069247684	CHEMICALS- HENRY SCHMIDT	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488574	4069247610	DS1- EVERETT ALVAREZ	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488574	4069247610	CHEMICALS- EVERETT ALVAREZ	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488575	4069241926	DS1- FULLER STREET	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488575	4069241926	CHEMICALS- FULLER STREET	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488577	4069241922	DS1- THAMIEN PARK	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488577	4069241922	CHEMICALS - THAMIEN PARK	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488578	4069241918	DS1- AGNEW PARK	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488578	4069241918	CHEMICALS- AGNEW PARK	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488584	4069241856	DS1- LIVE OAK PARK	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488584	4069241856	CHEMICALS- LIVE OAK PARK	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488586	4069051353	DS1- LARRY MARSALLI	Other City Dept Op Grant Fund	6.54

03/19/2021	CINTAS CORP #630	00488586	4069051353	CHEMICALS- LARRY MARSALLI	General Fund	15.88
03/19/2021	CINTAS CORP #630	00488587	4069051288	DS1- WARBURTON	Other City Dept Op Grant Fund	9.81
03/19/2021	CINTAS CORP #630	00488587	4069051288	CHEMICALS- WARBURTON	General Fund	21.66
03/19/2021	CINTAS CORP #630	00488591	4069047891	DS1- COMMUNITY GARDEN	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488591	4069047891	CHEMICALS- COMMUNITY GARDEN	General Fund	32.00
03/19/2021	CINTAS CORP #630	00488594	4069047642	DS1- MAYWOOD	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488594	4069047642	CHEMICALS- MAYWOOD	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488595	4069047623	DS1- JENNY STRAND	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488595	4069047623	CHEMICALS- JENNY STRAND	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488598	4069047571	DS1- WESTWOOD	Other City Dept Op Grant Fund	16.35
03/19/2021	CINTAS CORP #630	00488598	4069047571	CHEMICALS- WESTWOOD	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488601	4069047419	DS1- YSP	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488601	4069047419	CHEMICALS- YSP	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488604	4069046161	DS1- BRACHER	Other City Dept Op Grant Fund	9.81
03/19/2021	CINTAS CORP #630	00488604	4069046161	CHEMICALS- BRACHER	General Fund	20.42
03/19/2021	CINTAS CORP #630	00488607	4068889233	DS1- THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488607	4068889233	CHEMICALS - THOMAS BARRETT	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488612	4068888286	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488612	4068888286	CHEMICALS- MONTAGUE	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488615	4068888249	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
03/19/2021	CINTAS CORP #630	00488615	4068888249	CHEMICALS- MONTAGUE	General Fund	34.06
03/19/2021	CINTAS CORP #630	00488628	4067763043	DS1-BRACHER	Other City Dept Op Grant Fund	9.81
03/19/2021	CINTAS CORP #630	00488628	4067763043	CHEMICALS- BRACHER	General Fund	20.42
				Total for Payment No.:		1,849.86

**Payment No: 649642**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	THOMSON REUTERS WEST	00489488	843911207	ONLINE LEGAL DATABASE-FEB 2021	General Fund	1,822.06
Total for Payment No.:						1,822.06

**Payment No: 649157**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00487956	827354	CHEVRON GST 32	Electric Utility	1,734.95
02/26/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00487956	827354	FUEL SURCHARGE	Electric Utility	10.81
02/26/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00487956	827354	ENVIRONMENTAL SURCHARGE	Electric Utility	14.12
02/26/2021	SOUTHERN COUNTIES LUBRICANTS, LLC	00487956	827354	2 DRUMS	Electric Utility	40.00
Total for Payment No.:						1,799.88

**Payment No: 649547**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UNIVAR SOLUTIONS USA INC	00488353	48962785	DVR CHEM DEL SOD HYP FEB2021	Electric Utility	567.34
03/12/2021	UNIVAR SOLUTIONS USA INC	00488353	48962785	CALIFORNIA MILL FEE	Electric Utility	12.34
03/12/2021	UNIVAR SOLUTIONS USA INC	00488654	48980147	DVR CHEM DEL SOD HYP FEB2021	Electric Utility	1,190.63
03/12/2021	UNIVAR SOLUTIONS USA INC	00488654	48980147	CALIFORNIA MILL FEE	Electric Utility	25.90
Total for Payment No.:						1,796.21

**Payment No: 649279**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA VALLEY HEALTH & HOSPITAL SYS	00488145	H7646821400	SART 20-113009	General Fund	1,781.00
Total for Payment No.:						1,781.00

**Payment No: 649225**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FAST UNDERCAR SANTA CLARA	00488046	212165	PARTS-V#2902	Fleet Operation Fund	48.88
03/05/2021	FAST UNDERCAR SANTA CLARA	00488049	212345	PARTS-V#3134	Fleet Operation Fund	48.88
03/05/2021	FAST UNDERCAR SANTA CLARA	00488050	212653	PARTS-V#2786	Fleet Operation Fund	244.00
03/05/2021	FAST UNDERCAR SANTA CLARA	00488051	214407	PARTS-V#2965	Fleet Operation Fund	21.83
03/05/2021	FAST UNDERCAR SANTA CLARA	00488299	214731	PARTS-V#3035	Fleet Operation Fund	11.80
03/05/2021	FAST UNDERCAR SANTA CLARA	00488300	215039	PARTS-V#2895	Fleet Operation Fund	96.18
03/05/2021	FAST UNDERCAR SANTA CLARA	00488301	215327	PARTS-V#3276	Fleet Operation Fund	8.53
03/05/2021	FAST UNDERCAR SANTA CLARA	00488302	215572	PARTS-STOCK	Fleet Operation Fund	928.83
03/05/2021	FAST UNDERCAR SANTA CLARA	00488302	215572	CA BATTERY FEE- STOCK NONTXB	Fleet Operation Fund	8.00
03/05/2021	FAST UNDERCAR SANTA CLARA	00488303	215601	CREDIT- PARTS RETRND	Fleet Operation Fund	-231.31
03/05/2021	FAST UNDERCAR SANTA CLARA	00488304	218198	PARTS-V#3304	Fleet Operation Fund	589.52
Total for Payment No.:						1,775.14

**Payment No: 018755**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INGRAM LIBRARY SERVICES INC	00488208	51435084	1241 AD BK	General Fund	810.77
03/12/2021	INGRAM LIBRARY SERVICES INC	00488208	51435084	1231 JUV BK	General Fund	536.81
03/12/2021	INGRAM LIBRARY SERVICES INC	00488208	51435084	1232 YA BK	General Fund	42.89
03/12/2021	INGRAM LIBRARY SERVICES INC	00488209	51435099	1235 AD/JUV BK	General Fund	201.45
03/12/2021	INGRAM LIBRARY SERVICES INC	00488210	51435113	1233 JUV BK	General Fund	180.72
Total for Payment No.:						1,772.64

**Payment No: 649200**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BRIGHTON ENERGY	00488161	R21-SBGR-0102	SM BUSI LTG REBATE; 63613-3	Elec OperatingGrant Trust Fund	1,772.30
Total for Payment No.:						1,772.30



**Payment No: 018757**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JB TROPHIES	00488462	208501	Engraving labor	Police Operating Grant Fund	122.50
03/12/2021	JB TROPHIES	00488463	208514	Engraved Plaques	Police Operating Grant Fund	573.56
03/12/2021	JB TROPHIES	00488464	208515	Award Plaques	Police Operating Grant Fund	478.51
03/12/2021	JB TROPHIES	00488466	208525	Plaques and Name plates	Police Operating Grant Fund	255.33
03/12/2021	JB TROPHIES	00488467	208535	Engraving labor	Police Operating Grant Fund	297.00
03/12/2021	JB TROPHIES	00488468	202797	engraving	Police Operating Grant Fund	34.00
Total for Payment No.:						1,760.90

**Payment No: 649482**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HOME DEPOT USA	00488566	602005720	COTTON MOP	General Fund	53.91
03/12/2021	HOME DEPOT USA	00488568	602005712	PURELL	General Fund	1,272.25
03/12/2021	HOME DEPOT USA	00488569	602211153	APPEAL SUPER BOWL TOILET CADDI	General Fund	18.05
03/12/2021	HOME DEPOT USA	00488570	602283459	CONSUME DIGESTANT	General Fund	379.13
Total for Payment No.:						1,723.34

**Payment No: 018726**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BAKER & TAYLOR BOOKS	00488204	2035764726	1233 AD BK	General Fund	141.20
03/12/2021	BAKER & TAYLOR BOOKS	00488205	CI238147	1241 AD BK	General Fund	1,578.79
Total for Payment No.:						1,719.99

**Payment No: 649134**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	LPS TACTICAL&PERSONAL SECURITY	00487897	9235A	Vest Grant S Selberg	Police Operating Grant Fund	425.00
02/26/2021	LPS TACTICAL&PERSONAL SECURITY	00487897	9235A	Vest Budget S Selbert	General Fund	425.00
02/26/2021	LPS TACTICAL&PERSONAL SECURITY	00487899	9234A	Vest Grant J Malae	Police Operating Grant Fund	425.00
02/26/2021	LPS TACTICAL&PERSONAL SECURITY	00487899	9234A	Vest Budget J Malae	General Fund	425.00
Total for Payment No.:						1,700.00

**Payment No: 649581**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CED CONTRACTORS	00489462	7488-1001629	WIRE, 600V, CU, #10, 105 STR.,	Electric Utility	1,689.50
Total for Payment No.:						1,689.50

**Payment No: 018825**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GRANITE ROCK CO #29145	00489475	1288217	SAND	Water Utility	62.97
03/19/2021	GRANITE ROCK CO #29145	00489475	1288217	SAND	Water Utility	41.98
03/19/2021	GRANITE ROCK CO #29145	00489475	1288217	SAND	Electric Utility Construction	209.87
03/19/2021	GRANITE ROCK CO #29145	00489475	1288217	SAND	Water Utility Construction	83.95
03/19/2021	GRANITE ROCK CO #29145	00489475	1288217	SAND	Sewer Utility	20.99
03/19/2021	GRANITE ROCK CO #29145	00489477	1285834	SAND	Water Utility	190.28
03/19/2021	GRANITE ROCK CO #29145	00489477	1285834	SAND	Water Utility	126.85
03/19/2021	GRANITE ROCK CO #29145	00489477	1285834	SAND	Electric Utility Construction	634.26
03/19/2021	GRANITE ROCK CO #29145	00489477	1285834	SAND	Water Utility Construction	253.71
03/19/2021	GRANITE ROCK CO #29145	00489477	1285834	SAND	Sewer Utility	63.43
Total for Payment No.:						1,688.29

**Payment No: 018634**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1241 AD ABKS	General Fund	717.97
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1241 AD MCDS	General Fund	30.93
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1241 AD DVD'S	General Fund	178.04
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1233 AD DVD'S	General Fund	46.55
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1235 AD ABKS	General Fund	453.30
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1235 AD DVD'S	General Fund	142.93
02/26/2021	MIDWEST TAPE LLC	00487837	99915263	1235 Juv DVD'S	General Fund	108.57
Total for Payment No.:						1,678.29

**Payment No: 649490**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KAREN MURPHY LANSING	00488534	SCPD36	Psych Services	General Fund	670.00
03/12/2021	KAREN MURPHY LANSING	00488742	SCFD-6	BEHAVIORAL COUNSELING FD-8 #1	General Fund	390.00
03/12/2021	KAREN MURPHY LANSING	00488742	SCFD-6	BEHAVIORAL COUNSELING FD-8 #2	General Fund	190.00
03/12/2021	KAREN MURPHY LANSING	00488742	SCFD-6	BEHAVIORAL COUNSELING FD-8 #3	General Fund	390.00
Total for Payment No.:						1,640.00

**Payment No: 649131**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	LANGUAGE LINE SOLUTIONS	00487518	10166075	LANGUAGE LINE - JANUARY 2021	Information Technology Service	1,591.14
Total for Payment No.:						1,591.14

**Payment No: 649197**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BENCHMARK	00488520	E21-177	1405 CIVIC CENTER DR. GARAGE	General Fund	419.00
03/05/2021	BENCHMARK	00488521	E21-172	CEMETERY	Cemetery	423.00

03/05/2021	BENCHMARK	00488522	E21-125A	FIRE STATION 5 AIR VERIFICATIO	General Fund	747.00
				Total for Payment No.:		1,589.00

**Payment No: 649180**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MICHAEL J SELLERS	00488567	2541DEC2021	REIMB-RETIRED POLICE CHIEF	General Fund	1,583.54
				Total for Payment No.:		1,583.54

**Payment No: 018738**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	EJ PIRES TRUCKING INC	00489226	99006	TRUCKING AND HAULING SERVICES-	Water Utility	1,339.18
03/12/2021	EJ PIRES TRUCKING INC	00489226	99006	TRUCKING & HAULING SERVICES -	Sewer Utility	236.32
				Total for Payment No.:		1,575.50

**Payment No: 018772**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NALCO CO	00488728	6600164362	PERMATREAT PC-191T 3/2/21	Electric Utility	1,537.17
03/12/2021	NALCO CO	00488728	6600164362	TRANSPORTATION/ENERGY FEE	Electric Utility	20.40
				Total for Payment No.:		1,557.57

**Payment No: 018766**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	████████████████████	00489112	400814	LEGAL SERVICE - ADDITIOANAL EN	Related Santa Clara Dvlpr Fund	1,555.98
				Total for Payment No.:		1,555.98

**Payment No: 649235**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/05/2021	HOME DEPOT USA	00487990	596220715	JANITORIAL SUPPLIES	General Fund	178.12
03/05/2021	HOME DEPOT USA	00487991	596220723	JANITORIAL SUPPLIES	General Fund	237.84
03/05/2021	HOME DEPOT USA	00487992	596220707	JANITORIAL SUPPLIES	General Fund	81.36
03/05/2021	HOME DEPOT USA	00487993	596220731	JANITORIAL SUPPLIES	Fleet Operation Fund	159.23
03/05/2021	HOME DEPOT USA	00487994	596220749	JANITORIAL SUPPLIES	Electric Utility	64.68
03/05/2021	HOME DEPOT USA	00487995	597007343	JANITORIAL SUPPLIES	General Fund	280.42
03/05/2021	HOME DEPOT USA	00487996	597007350	JANITORIAL SUPPLIES	General Fund	136.36
03/05/2021	HOME DEPOT USA	00487997	598291342	JANITORIAL SUPPLIES	General Fund	188.30
03/05/2021	HOME DEPOT USA	00487999	598291359	JANITORIAL SUPPLIES	General Fund	219.47
				Total for Payment No.:		1,545.78

**Payment No: 649207**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CITY OF FOSTER CITY	00488147	13991	JOB POSTING SR CIVIL ENG	General Fund	255.00
03/05/2021	CITY OF FOSTER CITY	00488147	13991	JOB POSTING SR CIVIL ENG	General Fund	255.00
03/05/2021	CITY OF FOSTER CITY	00488147	13991	JOB POSTING PLANS EXAMINER	General Fund	510.00
03/05/2021	CITY OF FOSTER CITY	00488147	13991	JOB POSTING ASSOC ENG	General Fund	510.00
				Total for Payment No.:		1,530.00

**Payment No: 649478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GAMETIME	00488564	PJI-0154818	AGNEW/HOMERIDGE PARK SIGN	Parks And Recreation	1,500.27
				Total for Payment No.:		1,500.27

**Payment No: 649135**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	LUPE LIMA	00488251	35604	1978 CHEVY BOX VAN	General Fund	1,500.00
				Total for Payment No.:		1,500.00

**Payment No: 649112**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	COGENT COMMUNICATIONS	00487673	CITYOFSA00015FEB2021	INTERNET SERVICES	Information Technology Service	1,500.00
Total for Payment No.:						1,500.00

**Payment No: 649116**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CRESCO EQUIPMENT RENTALS	00488125	5216713-0007	EQUIPMENT RENTAL	Electric Utility	1,308.00
02/26/2021	CRESCO EQUIPMENT RENTALS	00488125	5216713-0007	NON-TAXABLE	Electric Utility	184.00
Total for Payment No.:						1,492.00

**Payment No: 649586**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CRESCO EQUIPMENT RENTALS	00489605	5216713-0008	EQUIPMENT RENTAL	Electric Utility	1,308.00
03/19/2021	CRESCO EQUIPMENT RENTALS	00489605	5216713-0008	NON TAXABLE	Electric Utility	184.00
Total for Payment No.:						1,492.00

**Payment No: 649175**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CSG CONSULTANTS INC	00488359	34833	NVIDIA FENCE STRUCTURAL REVIEW	Deposit Funds.	1,480.00
Total for Payment No.:						1,480.00

**Payment No: 018753**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	IMPERIAL SPRINKLER SUPPLY INC	00488480	4529377-00	LANDSCAPING HERBICIDE	General Fund	1,440.75
Total for Payment No.:						1,440.75

**Payment No: 649654**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	Z-CON SPECIALTY SERVICES, INC.	00488791	C-2021-075	CITY HALL	General Fund	1,440.00
				Total for Payment No.:		1,440.00

**Payment No: 018629**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	INGRAM LIBRARY SERVICES INC	00487883	51185045	STATE PRESCHOOLS BK	Library Operating Grant Fund	5.58
02/26/2021	INGRAM LIBRARY SERVICES INC	00487884	51334264	1241 AD BK	General Fund	480.33
02/26/2021	INGRAM LIBRARY SERVICES INC	00487884	51334264	1231 JUV BK	General Fund	296.20
02/26/2021	INGRAM LIBRARY SERVICES INC	00487884	51334264	1232 YA BK	General Fund	82.89
02/26/2021	INGRAM LIBRARY SERVICES INC	00487885	51334279	1235 AD/JUV/YA BK	General Fund	151.44
02/26/2021	INGRAM LIBRARY SERVICES INC	00487886	51334295	1233 AD/JUV BK	General Fund	379.23
				Total for Payment No.:		1,395.67

**Payment No: 018608**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BOUNDTREE MEDICAL LLC	00487947	83941637	Covid Masks & Filters	Other City Dept Op Grant Fund	1,181.58
02/26/2021	BOUNDTREE MEDICAL LLC	00488033	83927930	MEDICAL SUPPLIES	General Fund	196.08
				Total for Payment No.:		1,377.66

**Payment No: 649450**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ARCA RECYCLING INC	00488660	55887	FRIDGE/FREEZER RECYCLE FEB2021	Elec OperatingGrant Trust Fund	1,375.00
				Total for Payment No.:		1,375.00

**Payment No: 649609**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	M.D. SCIENCE LAB, LLC	00489396	0208490-IN	AS-NEEDED HAND SANITIZER REFIL	Other City Dept Op Grant Fund	1,369.05
				Total for Payment No.:		1,369.05

**Payment No: 018801**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	TRITON	Public Buildings	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	CITY HALL	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	OLD COURTHOUSE	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	CRC	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	FS 1	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	CENTRAL LIB	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	PD	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488759	0353838-IN	NORTHSIDE LIB	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	TRITON	Public Buildings	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	PD	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	CITY HALL	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	OLD COURTHOUSE	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	CRC	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	FS 1	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	CENTRAL LIB	General Fund	85.00
03/19/2021	ACT, A DIVISION OF CCI	00488761	0355040-IN	NORTHSIDE	General Fund	85.00
				Total for Payment No.:		1,360.00

**Payment No: 018602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AIRGAS USA, LLC	00487887	9977382377	RENTAL CYLINDERS FOR DVR JAN21	Electric Utility	816.56
02/26/2021	AIRGAS USA, LLC	00487887	9977382377	HAZMAT CHARGE	Electric Utility	11.50



02/26/2021	AIRGAS USA, LLC	00488028	9109487508	MEDICAL OXYGEN ST 6	General Fund	91.81
02/26/2021	AIRGAS USA, LLC	00488029	9109594582	MEDICAL OXYGEN ST 1	General Fund	154.12
02/26/2021	AIRGAS USA, LLC	00488030	9109594583	MEDICAL OXYGEN ST 3	General Fund	115.07
02/26/2021	AIRGAS USA, LLC	00488031	9109594584	MEDICAL OXYGEN ST 5	General Fund	154.12
				Total for Payment No.:		1,343.18

**Payment No: 649085**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CA FRANCHISE TAX BOARD	00488276	02/07/21-02/20/21CP	WAGE ATTACHMENT B2104	Payroll Liability&ClearingAcct	1,342.33
				Total for Payment No.:		1,342.33

**Payment No: 649295**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TJH2B ANALYTICAL SERVICES	00488257	21-137699	SUBSTATIONS ANALYSIS	Electric Utility	1,330.00
				Total for Payment No.:		1,330.00

**Payment No: 649293**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	THATCHER COMPANY OF CALIFORNIA	00487988	281660	NON TAXABLE	Water Utility	135.90
03/05/2021	THATCHER COMPANY OF CALIFORNIA	00487988	281660	SIERRA PURE CHLOR	Water Utility	1,283.16
03/05/2021	THATCHER COMPANY OF CALIFORNIA	00487989	281661	EMPTY CONTAINER REFUND	Water Utility	-100.00
				Total for Payment No.:		1,319.06

**Payment No: 018616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ELB US INC.	00488103	JC112997A	Zoom Room upgrade in Council C	Public Education and Governmnt	880.30

02/26/2021	ELB US INC.	00488103	JC112997A	NON TAXABLE	Public Education and Governmnt	414.38
Total for Payment No.:						1,294.68

**Payment No: 018769**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MT TIRE SERVICE	00488493	15776	LABOR-V#3154 WO#129803	Fleet Operation Fund	25.00
03/12/2021	MT TIRE SERVICE	00488494	15777	LABOR- FLEET SERVICE	Fleet Operation Fund	120.00
03/12/2021	MT TIRE SERVICE	00488547	15754	LABOR-V#3256 WO#129813	Fleet Operation Fund	35.00
03/12/2021	MT TIRE SERVICE	00488557	15755	TIRE-V#3280 WO#129817	Fleet Operation Fund	780.44
03/12/2021	MT TIRE SERVICE	00488557	15755	TIRE TX-V#3280 WO#129817	Fleet Operation Fund	7.00
03/12/2021	MT TIRE SERVICE	00488557	15755	LABOR-V#3280 WO#129817	Fleet Operation Fund	100.00
03/12/2021	MT TIRE SERVICE	00488563	15756	TIRE TAX- V#3154 WO#129803	Fleet Operation Fund	1.75
03/12/2021	MT TIRE SERVICE	00488563	15756	TIRE- V#3154 WO#129803	Fleet Operation Fund	195.11
03/12/2021	MT TIRE SERVICE	00488563	15756	LABOR-V#3154 WO#129803	Fleet Operation Fund	25.00
Total for Payment No.:						1,289.30

**Payment No: 649644**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	SVP	Electric Utility	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	SENIOR CENTER	General Fund	23.22
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	BERMAN	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	CRC	General Fund	23.40
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	SENIOR CENTER	General Fund	187.28
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	1990 WALSH	General Fund	23.40
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	FIRE	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488785	3005806131	CITY HALL	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	SVP	Electric Utility	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	BERMAN	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	CRC	General Fund	23.41

03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	SENIOR CENTER	General Fund	187.28
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	1990 WALSH	General Fund	23.41
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	FIRE	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	CITY HALL	General Fund	93.64
03/19/2021	THYSSENKRUPP ELEVATOR	00488789	3005754453	SENIOR CNT	General Fund	23.22
Total for Payment No.:						1,263.74

**Payment No: 649652**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	WASHINGTON TRUST BANK	00489074	210301-294595	FEB2021 VEBA CUSTODY FEE	General Fund	1,232.23
Total for Payment No.:						1,232.23

**Payment No: 018611**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	████████████████████	00488130	259106	LEGAL SERVICES	Electric Utility Construction	806.80
02/26/2021	████████████████████	00488130	259106	CHANGE ORDER #1: ADDITIONAL FU	Electric Utility Construction	417.20
Total for Payment No.:						1,224.00

**Payment No: 649559**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ZORO TOOLS INC.	00488295	INV9124627	FLOAT VALVE, MISC ITEMS	General Fund	245.25
03/12/2021	ZORO TOOLS INC.	00488296	INV9165108	GEL SANITIZER	General Fund	972.18
Total for Payment No.:						1,217.43

**Payment No: 018783**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PRAXAIR DISTRIBUTION INC	00488655	61860452	LOSS OF 2 EA OXY CYLINDERS	Electric Utility	700.00
03/12/2021	PRAXAIR DISTRIBUTION INC	00488731	62155515	LOSS OF USE 1EA T CYLINDER HE	Electric Utility	450.00

03/12/2021	PRAXAIR DISTRIBUTION INC	00488731	62155515	IND LIQUID 200-300 LT	Electric Utility	39.91
03/12/2021	PRAXAIR DISTRIBUTION INC	00488731	62155515	SAFETY AND ENVIRONMENT FEE	Electric Utility	11.95
03/12/2021	PRAXAIR DISTRIBUTION INC	00488731	62155515	CYL TRACKING SERVICE FEE	Electric Utility	4.95
Total for Payment No.:						1,206.81

**Payment No: 649612**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	MIDWEST RESCUE PRODUCTS, INC.	00489591	21733	TEETH FOR OGURU CUTTER	General Fund	1,204.00
Total for Payment No.:						1,204.00

**Payment No: 649456**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BAYSCAPE LANDSCAPE MANAGEMENT	00489224	20584	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	400.00
03/12/2021	BAYSCAPE LANDSCAPE MANAGEMENT	00489225	21407	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	800.00
Total for Payment No.:						1,200.00

**Payment No: 649583**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CLEARBLU ENVIROMENTAL	00489155	24838	PARTS-SHOP	Fleet Operation Fund	397.15
03/19/2021	CLEARBLU ENVIROMENTAL	00489155	24838	LABOR- SHOP	Fleet Operation Fund	795.00
Total for Payment No.:						1,192.15

**Payment No: 649513**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00488732	054568	CONDUIT LEASE MAR21	Electric Utility	1,090.00
03/12/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00488732	054568	RACK: 2POST MAR21	Electric Utility	100.00
Total for Payment No.:						1,190.00

**Payment No: 649651**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	W-TRANS	00489404	25977	DESIGN AGREEMENT FOR THE LICK	Streets And Highways	1,181.50
				Total for Payment No.:		1,181.50

**Payment No: 649594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	EUGENE BURGER MANAGEMENT	00489612	103334	MGMT FEE FEB 2021	General Fund	1,179.38
				Total for Payment No.:		1,179.38

**Payment No: 018789**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SOFTWAREONE	00488511	US-PSI-1022549	DECEMBER AZURE OVERAGES	Information Technology Service	1,163.22
				Total for Payment No.:		1,163.22

**Payment No: 018633**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MCCAMPBELL ANALYTICAL INC	00488139	2101D13	Laboratory Services with McCam	Water Utility	1,160.00
				Total for Payment No.:		1,160.00

**Payment No: 649117**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CSG CONSULTANTS INC	00488235	34455	FIRST CONTRACT EXTENSION - BAS	Streets And Highways	1,160.00
				Total for Payment No.:		1,160.00

**Payment No: 018719**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	CARIE T ROSE	00489266	02/21/21/-03/06/21DR	WAGE ATTACHMENT B2105	Payroll Liability&ClearingAcct	1,153.85
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Total for Payment No.:						1,153.85
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**Payment No: 018594**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CARIE T ROSE	00488264	02/07/21-02/20/21DR	WAGE ATTACHMENT B2104	Payroll Liability&ClearingAcct	1,153.85

Total for Payment No.:						1,153.85
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**Payment No: 018740**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488649	325455	KLEIN MINI BUCKET BAG	Electric Utility	31.53
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488649	325455	SHIPPING	Electric Utility	10.58
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488650	325521	KLEIN FOLDING KNIFE	Electric Utility	214.52
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488650	325521	8' EXTENDED TELOPOLE STICK	Electric Utility	352.53
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488650	325521	VINYL CASE FOR BUCKET STICK	Electric Utility	60.19
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488650	325521	SHIPPING	Electric Utility	22.76
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488725	325766	BURNDY W-163 DIE	Electric Utility	50.53
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488725	325766	WATER RESISTANT HEAD LAMP	Electric Utility	133.18
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488725	325766	LIQUID WASTE BAG	Electric Utility	214.43
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488725	325766	PENTAHEAD SOCKET	Electric Utility	34.26
03/12/2021	FARWEST LINE SPECIALTIES LLC	00488725	325766	SHIPPING	Electric Utility	14.64

Total for Payment No.:						1,139.15
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**Payment No: 649203**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CA EMERGENCY MEDICAL SERVICES	00480285	EMSA-888-927	MEDIC RENEWALS - GOLOVEY, PK	General Fund	450.00
03/05/2021	CA EMERGENCY MEDICAL SERVICES	00480285	EMSA-888-927	MEDIC RENEWALS - MAYA, PERRY	General Fund	450.00
03/05/2021	CA EMERGENCY MEDICAL SERVICES	00480285	EMSA-888-927	MEDIC RENEWALS - N. RESTANI	General Fund	225.00

Total for Payment No.: 1,125.00

**Payment No: 649622**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PURETEC INDUSTRIAL WATER	00489262	1865613	COG WTR VESSEL EXCHANGE FEB21	Electric Utility	880.36
03/19/2021	PURETEC INDUSTRIAL WATER	00489262	1865613	COG WTR VESSL EXCH FEB21 (TAX)	Electric Utility	242.96
Total for Payment No.:						1,123.32

**Payment No: 018845**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021		00489168	45434	LSA - INVESTIGATION	Special Liability Insurance	1,121.00
Total for Payment No.:						1,121.00

**Payment No: 649506**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PACIFIC COAST SEED INC	00488278	O-68473-21	TURF PERENNIAL RYE	General Fund	1,089.00
Total for Payment No.:						1,089.00

**Payment No: 649489**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KAMBRIA EVANS PSYCHOTHERAPY,	00488784	#1	BEHAVIORAL HEALTH - #111	General Fund	400.00
03/12/2021	KAMBRIA EVANS PSYCHOTHERAPY,	00488786	#2	BEHAVIORAL COUNSELING #111	General Fund	673.00
Total for Payment No.:						1,073.00

**Payment No: 649329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BOB DISCOUNT LIQUOR # 1	00488943	47451-05 Utility Refund	UTILITY REFUND	General Fund	1,060.94

Total for Payment No.: 1,060.94

**Payment No: 002321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/03/2021	ELECTRONIC FEDERAL TAX	00488843	02/21/21-03/06/21	DD: FED TAXES W/H B2105	Payroll Liability&ClearingAcct	1,056.50

Total for Payment No.: 1,056.50

**Payment No: 649169**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	UNIVAR SOLUTIONS USA INC	00487876	48955338	DVR CHEM DEL SOD HYP FEB2021	Electric Utility	1,014.84
02/26/2021	UNIVAR SOLUTIONS USA INC	00487876	48955338	CALIFORNIA MILL FEE	Electric Utility	22.07

Total for Payment No.: 1,036.91

**Payment No: 018759**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LEE'S FORKLIFT SERVICE	00488482	20576	LABOR- V#3243 WO#129866	Fleet Operation Fund	250.00
03/12/2021	LEE'S FORKLIFT SERVICE	00488483	20577	LABOR-V#2047 WO#129867	Fleet Operation Fund	250.00
03/12/2021	LEE'S FORKLIFT SERVICE	00488484	20578	LABOR-V#2898 WO#129868	Fleet Operation Fund	250.00
03/12/2021	LEE'S FORKLIFT SERVICE	00488484	20578	PARTS-V#2898 WO#129868	Fleet Operation Fund	13.11
03/12/2021	LEE'S FORKLIFT SERVICE	00488486	20579	LABOR-V#2471 WO#129869	Fleet Operation Fund	250.00
03/12/2021	LEE'S FORKLIFT SERVICE	00488486	20579	PARTS-V#2471 WO#129869	Fleet Operation Fund	13.11

Total for Payment No.: 1,026.22

**Payment No: 649495**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LN CURTIS & SONS	00488743	INV465905	STATION DUTY BOOTS	Fire Department	529.14
03/12/2021	LN CURTIS & SONS	00488757	INV464582	CONFIDENCE PLUS CLEANER	General Fund	463.25

Total for Payment No.: 992.39



**Payment No: 649462**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CA EMERGENCY MEDICAL SERVICES	00488715	EMSA-888-956	MEDIC RENEWALS-MERRIC, SHADDLE	General Fund	450.00
03/12/2021	CA EMERGENCY MEDICAL SERVICES	00488715	EMSA-888-956	MEDIC RENEWALS-EICHHORN,DIBERN	General Fund	450.00
03/12/2021	CA EMERGENCY MEDICAL SERVICES	00488715	EMSA-888-956	LATE FEES	General Fund	100.00
Total for Payment No.:						1,000.00

**Payment No: 649589**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	DAVID FRANK	00489310	R220-EVC-078	EV CHRGRER REBATE; 36498-01	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 649637**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	STEVEN LE	00489417	R220-EVC-063	EV CHRGR REBATE; 15692-03	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 649604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KELLY CONOSCENTI	00489312	R220-EVC-070	EV CHRGR REBATE; 33208-06	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 649557**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	WINSTON RATNAM	00488499	R220-EVC-073	EV CHRGRER REBATE; 72003-02	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

**Payment No: 649548**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VANDANA SUNDARAM	00488498	R220-EVC-077	EV CHRGER REBATE; 59711-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 649445**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ABDULMUTI ALQURAINI	00488495	R220-EVC-075	EV CHRGE REBATE; 71655-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: W21252**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ICMA Retirement Corporation	00489271	02/21/21-03/06/21A	WT: B2105 457 PLN CONTRIBUTION	Fringe Benefits	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: W21238**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ICMA Retirement Corporation	00488259	02/07/21-02/20/21A	WT: B2104 457 PLN CONTRIBUTION	Fringe Benefits	1,000.00
				Total for Payment No.:		1,000.00

**Payment No: 649481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HAO WU	00488496	R220-EVC-074	EV CHRGER REBATE; 51771-02	Elec OperatingGrant Trust Fund	996.91
				Total for Payment No.:		996.91

**Payment No: 649092**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	ACTIVE WELLNESS LLC	00487537	SCCFD-093020	FIRE FLEX SEPTEMBER 2020	General Fund	990.00
Total for Payment No.:						990.00

**Payment No: 649635**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SPEEDO CHECK	00489585	3347	SPEEDOMETER CALIBRATION	General Fund	990.00
Total for Payment No.:						990.00

**Payment No: 649520**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ROYAL BRASS INC	00488640	947942-001	PARTS-V#3224	Fleet Operation Fund	183.02
03/12/2021	ROYAL BRASS INC	00488640	947942-001	PARTS-V#2785	Fleet Operation Fund	801.82
Total for Payment No.:						984.84

**Payment No: 018710**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TIFCO INDUSTRIES	00488092	71626452	PARTS-SHOP USE	Fleet Operation Fund	961.81
Total for Payment No.:						961.81

**Payment No: 649087**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ENGINEERS -CITY OF SANTA CLARA	00488263	01/24/21-02/20/21	UNION DUES B2104	Payroll Liability&ClearingAcct	959.17
Total for Payment No.:						959.17

**Payment No: 649593**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ELLEN WARD	00489311	R220-EVC-079	EV CHRGR REBATE; 76137-03	Elec OperatingGrant Trust Fund	950.00

Total for Payment No.: 950.00

**Payment No: 018639**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NALCO CO	00487869	6670017555	MO.SRV FEE DVR FEB21	Electric Utility	946.35
Total for Payment No.:						946.35

**Payment No: 649514**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	R.S. HUGHES COMPANY, INC.	00488781	78899493-00	TOXIRAE CO2 MONITOR	General Fund	946.12
Total for Payment No.:						946.12

**Payment No: 649492**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KRAFT INDUSTRIAL SUPPLY	00488651	35789	FUEL NOZZLE FLANGE GASKETS	Electric Utility	946.11
Total for Payment No.:						946.11

**Payment No: 649639**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	TESTAMERICA LABORATORIES, INC	00489231	3200026141	200.7 REV 4.4 FE 1/25/21	Electric Utility	49.80
03/19/2021	TESTAMERICA LABORATORIES, INC	00489231	3200026141	SM 2540D SOLID TSS 1/25/21	Electric Utility	59.13
03/19/2021	TESTAMERICA LABORATORIES, INC	00489231	3200026141	1664A HEM ONLY 1/25/21	Electric Utility	280.14
03/19/2021	TESTAMERICA LABORATORIES, INC	00489231	3200026141	SAFE AND ENVIRONMENTAL WASTE	Electric Utility	7.50
03/19/2021	TESTAMERICA LABORATORIES, INC	00489233	3200026688	200.7 REV 4.4 FE 1/28/21	Electric Utility	16.60
03/19/2021	TESTAMERICA LABORATORIES, INC	00489233	3200026688	1664A HEM ONLY 1/28/21	Electric Utility	93.38
03/19/2021	TESTAMERICA LABORATORIES, INC	00489233	3200026688	SM 2540D SOLID TSS 1/28/21	Electric Utility	19.71
03/19/2021	TESTAMERICA LABORATORIES, INC	00489233	3200026688	SAFE AND ENVIRONMENTAL WASTE	Electric Utility	2.50
03/19/2021	TESTAMERICA LABORATORIES, INC	00489233	3200026688	MINIMUM INVOICE AMOUNT	Electric Utility	17.81

03/19/2021	TESTAMERICA LABORATORIES, INC	00489236	3200026689	200.7 REV 4.4 FE 1/28/21	Electric Utility	49.80
03/19/2021	TESTAMERICA LABORATORIES, INC	00489236	3200026689	1664A HEM ONLY 1/28/21	Electric Utility	280.14
03/19/2021	TESTAMERICA LABORATORIES, INC	00489236	3200026689	SM 2540D SOLID TSS 1/28/21	Electric Utility	59.13
03/19/2021	TESTAMERICA LABORATORIES, INC	00489236	3200026689	SAFE AND ENVIRONMENTAL WASTE	Electric Utility	7.50
				Total for Payment No.:		943.14

**Payment No: 018820**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	FARWEST LINE SPECIALTIES LLC	00489094	326256	LINEMAN'S RATCHETING WRENCH	Electric Utility	129.14
03/19/2021	FARWEST LINE SPECIALTIES LLC	00489094	326256	KLEIN FOLDING KNIFE	Electric Utility	214.81
03/19/2021	FARWEST LINE SPECIALTIES LLC	00489094	326256	39' 6" TELESCOPIC HOT STICK	Electric Utility	580.08
03/19/2021	FARWEST LINE SPECIALTIES LLC	00489094	326256	SHIPPING	Electric Utility	15.55
				Total for Payment No.:		939.58

**Payment No: 018716**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	WILLIAMS SCOTSMAN INC	00488413	8548627	40X8 CONTAINER RENT MAR21	Electric Utility Construction	460.80
03/05/2021	WILLIAMS SCOTSMAN INC	00488414	8549271	CONTAINER RENTAL SERRA MAR21	Electric Utility Construction	459.63
				Total for Payment No.:		920.43

**Payment No: 018745**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GATES & ASSOC	00489024	1100MAR2021	RETENTION RELEASE	Parks And Recreation	919.88
				Total for Payment No.:		919.88

**Payment No: 649628**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	ROYAL BRASS INC	00488837	946740-001	NOSE PIECE ASSEMBLY	Water Utility	65.61
03/19/2021	ROYAL BRASS INC	00488838	946873-001	ASSORTED PARTS	Water Utility	849.79
				Total for Payment No.:		915.40

**Payment No: 018778**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PG&E	00488730	3847680826-0 FEB2021	ELEC SVC GRZ INTAKE TWR FEB21	Electric Utility	914.18
				Total for Payment No.:		914.18

**Payment No: 649241**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JAM SERVICES INC	00488617	141020	SIGNAL, 12IN, 1 WAY, 3 SECTION	Electric Utility	899.25
				Total for Payment No.:		899.25

**Payment No: 649448**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ANIMAL DAMAGE MANAGEMENT	00488470	3872C	PEST CONTROL- FEB 2021	General Fund	895.00
				Total for Payment No.:		895.00

**Payment No: 649229**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GENERAL PACIFIC INC	00488398	1398577	NUMBER PLATE, ALUMINUM, #5 3-3	Electric Utility	441.45
03/05/2021	GENERAL PACIFIC INC	00488398	1398577	NUMBER PLATE, ALUMINUM, #6 3-3	Electric Utility	441.45
				Total for Payment No.:		882.90

**Payment No: 649640**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	THE SOURCING GROUP, LLC	00488845	367370	DOORHANGERS	General Fund	637.65

03/19/2021	THE SOURCING GROUP, LLC	00489164	367371	1,000 CSC HR ENVELOPES	General Fund	174.40
03/19/2021	THE SOURCING GROUP, LLC	00489165	368238	BUSINESS CARDS - SSC RAM MISRA	General Fund	70.85
				Total for Payment No.:		882.90

**Payment No: 649226**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FEDEX FREIGHT INC	00487962	8994294654	TRANSFORMER FREIGHT CHARGES	Electric Utility	882.22
				Total for Payment No.:		882.22

**Payment No: 018762**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LINCOLN AQUATICS	00488275	36020136	INLINE THERMOMETER	General Fund	91.29
03/12/2021	LINCOLN AQUATICS	00488590	36021257	MURIATIC ACID	General Fund	739.67
03/12/2021	LINCOLN AQUATICS	00488590	36021257	PESTICIDE ASSESSMENT	General Fund	49.98
				Total for Payment No.:		880.94

**Payment No: 649451**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AT&T CALNET	00488722	000016083337	BN9391023721 1/25/21-2/24/21	Electric Utility	880.13
				Total for Payment No.:		880.13

**Payment No: 018849**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	UNITY COURIER SERVICES, INC	00489056	466786	LINK+ DELIVERY	General Fund	878.00
				Total for Payment No.:		878.00

**Payment No: 018847**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00489403	202178	TESTING, INSPECTION, MAINTENAN	Fleet Operation Fund	375.00
03/19/2021	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00489609	202050	SVP 2021 ANNUAL MONITORING CER	Electric Utility	500.00
				Total for Payment No.:		875.00

**Payment No: W21251**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ICMA Retirement Corporation	00489269	02/21/21-03/06/21	WT: B2105 401 (A) PLAN CONTRIB	Fringe Benefits	862.48
				Total for Payment No.:		862.48

**Payment No: W21237**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ICMA Retirement Corporation	00488258	02/07/21-02/20/21	WT: B2104 401 (A) PLAN CONTRIB	Fringe Benefits	862.48
				Total for Payment No.:		862.48

**Payment No: 018814**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CINTAS CORP #630	00488770	4077517773	UNIFORMS	General Fund	64.71
03/19/2021	CINTAS CORP #630	00488771	4076830882	UNIFORMS	General Fund	64.71
03/19/2021	CINTAS CORP #630	00488772	4077255226	UNIFORMS	General Fund	88.75
03/19/2021	CINTAS CORP #630	00488773	4076564534	UNIFORMS	General Fund	87.93
03/19/2021	CINTAS CORP #630	00489077	4077686035	SAFEWASHER MOBL SRVC-TXBL	Fleet Operation Fund	31.03
03/19/2021	CINTAS CORP #630	00489077	4077686035	FLEET RENTALS	Fleet Operation Fund	207.92
03/19/2021	CINTAS CORP #630	00489077	4077686035	STREET RENTALS	Fleet Operation Fund	311.62
				Total for Payment No.:		856.67

**Payment No: 649091**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	ACTIVE NETWORK	00488032	CB2020Q1_0017	REFUND FOR CC DISPUTE	General Fund	848.00
				Total for Payment No.:		848.00

**Payment No: 649219**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	DP NICOLI INC	00487960	300516	STEEL PLATES	Water Utility	825.19
				Total for Payment No.:		825.19

**Payment No: 649468**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	DYSERT ENVIRONMENTAL INC	00488723	15730	SMR 24HR COMP SAMPLE 9/8/20	Electric Utility	300.00
03/12/2021	DYSERT ENVIRONMENTAL INC	00488723	15730	AUTOSAMPLER ONSITE 9/8/20	Electric Utility	200.00
03/12/2021	DYSERT ENVIRONMENTAL INC	00488723	15730	LAB ANALYSIS 9/8/20	Electric Utility	325.00
				Total for Payment No.:		825.00

**Payment No: 649470**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	EGLESIA, MICHELLE	00464968	15313FEB2020	CSMFO CONFERENCE	General Fund	821.66
				Total for Payment No.:		821.66

**Payment No: 649260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PACIFIC COAST SEED INC	00487790	O-68434-21	TURF AQUA	General Fund	811.05
				Total for Payment No.:		811.05

**Payment No: 649438**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CA FRANCHISE TAX BOARD	00489265	02/21/21-03/06/21NG	WAGE ATTACHMENT B2105	Payroll Liability&ClearingAcct	810.49

Total for Payment No.: 810.49

**Payment No: 649465**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CRANE CERTIFICATION &	00488150	1113	INSPCTN- V#3506 WO#129824	Fleet Operation Fund	350.00
03/12/2021	CRANE CERTIFICATION &	00488150	1113	INSPCTN- V#3275 WO#129823	Fleet Operation Fund	450.00
Total for Payment No.:						800.00

**Payment No: 649234**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	HDL COREN & CONE	00488437	SIN006528	15% OF NET TAX REVENUES RECOVER	General Fund	797.91
Total for Payment No.:						797.91

**Payment No: 649221**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	EL RADIATOR DOCTOR	00488027	1853	PARTS-V#2572 WO#129723	Fleet Operation Fund	792.06
Total for Payment No.:						792.06

**Payment No: 649192**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	DEBBIE CHEN AGARENEW 4/21-3/22	General Fund	105.00
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	RACHEL COPES AGARENEW 4/21-3/22	General Fund	52.50
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	LIN FENG AGARENEW 4/21-3/22	General Fund	105.00
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	HUE GILLETTE AGARENEW 4/21-3/22	General Fund	52.50
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	JOYCE HSU AGARENEW 4/21-3/22	General Fund	105.00
03/05/2021	ASSOCIATION OF GOVERNMENT	00488415	27265JAN2021	CINDY JUANDY AGARENEW 4/21-	General Fund	105.00

	ACCOUNTANTS			3/2		
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	LINH LAM AGARENEW 4/21-3/22	General Fund	52.50
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	CANDY NELSON AGARENEW4/21-3/22	General Fund	105.00
03/05/2021	ASSOCIATION OF GOVERNMENT ACCOUNTANTS	00488415	27265JAN2021	DAVID NOCE AGARENEW 4/21-3/22	General Fund	105.00
				Total for Payment No.:		787.50

**Payment No: 018620**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	FIS AVANTGARD LLC	00487716	5900234608	APS 2 ASP SRVC MAR2021	General Fund	785.07
				Total for Payment No.:		785.07

**Payment No: 649466**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	D&M TRAFFIC SERVICES	00488151	76481	STRT SUPPLS- PAINT BOX	General Fund	284.76
03/12/2021	D&M TRAFFIC SERVICES	00488152	76482	STRT SUPPLS- RD WRK SIGN	General Fund	498.02
				Total for Payment No.:		782.78

**Payment No: 649151**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SAFETY-KLEEN SYSTEMS INC	00488053	85157705	50G VAT PARTS WASHER	General Fund	779.66
				Total for Payment No.:		779.66

**Payment No: 018733**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	CH 1500 WARBURTON AVE	Information Technology Service	154.71
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	IT 1405 CIVIC CNTR DR	Information Technology Service	55.81

03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	PD 1990 WALSH AVE	General Fund	147.75
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	32.25
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	41.05
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	PD 601 EL CAMINO REAL	General Fund	182.80
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	PD 3992 RIVERMARK PLZ	General Fund	34.62
03/12/2021	COMCAST	00488806	1/23/21AC8155400650182 213	SR CNTR 1303 FREMONT ST	General Fund	130.21
Total for Payment No.:						779.20

**Payment No: 018680**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GRAINGER	00487701	9791453559	BATTERIES	General Fund	117.48
03/05/2021	GRAINGER	00487702	9791957658	PVC BALL VALVE	General Fund	658.15
Total for Payment No.:						775.63

**Payment No: 649099**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	Solid Waste Utility- Constructi	29.24
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	General Fund	104.01
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	General Fund	104.01
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	General Fund	170.88
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	General Fund	170.88
02/26/2021	AT&T MOBILITY	00487950	828928594X02162021	STREET DEPT WIRELESS	General Fund	193.17
Total for Payment No.:						772.19

**Payment No: 649233**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488070	95674653	LABOR-V#3251 WO#129800	Fleet Operation Fund	292.00
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488070	95674653	PARTS-V#3251 WO#129800	Fleet Operation Fund	296.37
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488070	95674653	MISC SUPPLIES-V#3251 WO#129800	Fleet Operation Fund	14.60
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488071	95674654	LABOR-V#3352 WO#129753	Fleet Operation Fund	146.00
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488071	95674654	PARTS-V#3352 WO#129753	Fleet Operation Fund	14.17
03/05/2021	H&E EQUIPMENT SERVICES, INC	00488071	95674654	MISC SUPPLS-V#3352 WO/3129753	Fleet Operation Fund	8.80
				Total for Payment No.:		771.94

**Payment No: 649525**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488290	016457 01	BOLT & WASHER	General Fund	15.37
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488291	016555 01	POOL SUPPLY	General Fund	194.86
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488292	016555 04	PVC	General Fund	243.27
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488293	016692 01	IPS PIPE CLAMP	General Fund	96.56
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488597	016555 02	30 HG VAC	General Fund	38.42
03/12/2021	SANTA CLARA WINDUSTRIAL CO	00488600	017052 01	PVC 80 VANSTONE	General Fund	182.16
				Total for Payment No.:		770.64

**Payment No: 649524**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SANTA CLARA LIGHTING, INC.	00488283	20606	LED P&P BALLAST	General Fund	333.54
03/12/2021	SANTA CLARA LIGHTING, INC.	00488287	20609	MP50 & MP150	General Fund	417.25
03/12/2021	SANTA CLARA LIGHTING, INC.	00488288	20621	MED BI-PIN SHUNTED IS SOCKET	General Fund	19.62
				Total for Payment No.:		770.41

**Payment No: 649573**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/19/2021	BAKER DISTRIBUTING COMPANY LLC	00488762	BS26417	SUPPLIES	General Fund	16.62
03/19/2021	BAKER DISTRIBUTING COMPANY LLC	00488764	BT59430	FS 7 BAY HEATER	General Fund	147.76
03/19/2021	BAKER DISTRIBUTING COMPANY LLC	00488765	BV70181	SUPPLIES	General Fund	72.91
03/19/2021	BAKER DISTRIBUTING COMPANY LLC	00488766	BV61596	CH CHILLER	General Fund	313.92
03/19/2021	BAKER DISTRIBUTING COMPANY LLC	00488767	BR27606	YAC ICE MACHINE	General Fund	216.71
				Total for Payment No.:		767.92

**Payment No: 649113**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CONCENTRA MEDICAL CENTERS	00488017	70309158	AUTO DOT	Fleet Operation Fund	170.00
02/26/2021	CONCENTRA MEDICAL CENTERS	00488017	70309158	STREET MAINTENANCE DOT	General Fund	85.00
02/26/2021	CONCENTRA MEDICAL CENTERS	00488018	70384257	WATER	Water Utility	285.00
02/26/2021	CONCENTRA MEDICAL CENTERS	00488018	70384257	WATER/SEWER	Sewer Utility	50.00
02/26/2021	CONCENTRA MEDICAL CENTERS	00488018	70384257	PRE EMPLOY PHYSICALS	General Fund	170.00
				Total for Payment No.:		760.00

**Payment No: 649601**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	INDIA FOR EVERYONE	00489172	2A-2574	1241 AD BK	General Fund	754.70
				Total for Payment No.:		754.70

**Payment No: 649598**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GRAYBAR ELECTRIC	00489095	9319983592	PREFORMED LINE PRODS	Electric Utility Construction	420.03
03/19/2021	GRAYBAR ELECTRIC	00489096	9320002667	FIBER OPTIC STRIPPER	Electric Utility Construction	108.66
03/19/2021	GRAYBAR ELECTRIC	00489097	9320029330	COMPRESSED AIR DUSTER	Electric Utility Construction	18.99
03/19/2021	GRAYBAR ELECTRIC	00489098	9320077469	SQUEEKYKLEEN TELECOM CLEANER	Electric Utility Construction	152.38

03/19/2021	GRAYBAR ELECTRIC	00489098	9320077469	INBOUND FREIGHT	Electric Utility Construction	47.61
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Total for Payment No.:	747.67
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**Payment No: 018743**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GALE/CENGAGE LEARNING	00488206	73596121	1241 AD BK	General Fund	54.75
03/12/2021	GALE/CENGAGE LEARNING	00488207	73724880	1241 AD BK	General Fund	684.90

Total for Payment No.:	739.65
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**Payment No: 649629**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SAN JOSE MAILING	00489615	4693	MAILING & POSTAGE	General Fund	326.87
03/19/2021	SAN JOSE MAILING	00489615	4693	3335 KIFER -TAXABLE	General Fund	59.28
03/19/2021	SAN JOSE MAILING	00489620	4694	MAILING & POSTAGE	General Fund	297.38
03/19/2021	SAN JOSE MAILING	00489620	4694	2788/2721 SAN TOMAS - TAXABLE	General Fund	46.33

Total for Payment No.:	729.86
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**Payment No: 649216**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	D&M TRAFFIC SERVICES	00488297	76480	TREE DIVISION- ROAD SIGNS	General Fund	498.02
03/05/2021	D&M TRAFFIC SERVICES	00488550	76002	PAINT, MARKING, WHITE. AERVOE	Electric Utility	113.91
03/05/2021	D&M TRAFFIC SERVICES	00488550	76002	PAINT, MARKING, PURPLE. AERVOE	Electric Utility	56.95
03/05/2021	D&M TRAFFIC SERVICES	00488551	75839	PAINT, MARKING, WHITE CHALK AE	Electric Utility	58.26

Total for Payment No.:	727.14
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**Payment No: 649210**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CONSOLIDATED ENGINEERING	00488510	183215	AGREEMENT FOR MATERIALS	General Fund	717.12

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Total for Payment No.: 717.12

**Payment No: 649153**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SAN JOSE MAILING	00488113	4651	MAILING & POSTAGE	General Fund	312.78
02/26/2021	SAN JOSE MAILING	00488113	4651	TAXABLE	General Fund	54.80
02/26/2021	SAN JOSE MAILING	00488114	4616	MAILING & POSTAGE	General Fund	299.55
02/26/2021	SAN JOSE MAILING	00488114	4616	TAXABLE	General Fund	47.61
Total for Payment No.:						714.74

**Payment No: 649558**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ZCOLO, LLC	00489177	2021030034793	MRC 5101 LAFAYETTE MAR21	Electric Utility	711.41
Total for Payment No.:						711.41

**Payment No: 018723**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AIRGAS USA, LLC	00488720	9109941286	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
03/12/2021	AIRGAS USA, LLC	00488720	9109941286	DELIVERY FLAT FEE	Electric Utility	64.31
03/12/2021	AIRGAS USA, LLC	00488720	9109941286	FUEL SURCHARGE FLAT	Electric Utility	8.61
03/12/2021	AIRGAS USA, LLC	00488720	9109941286	AIRGAS HAZMAT CHARGE	Electric Utility	12.54
Total for Payment No.:						701.95

**Payment No: 018732**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CINTAS CORP #630	00485997	4073087778	SAFEWASHER MOBILE SVC	Fleet Operation Fund	31.03
03/12/2021	CINTAS CORP #630	00485997	4073087778	FLEET RENTALS	Fleet Operation Fund	213.85
03/12/2021	CINTAS CORP #630	00485997	4073087778	STREET RENTALS	General Fund	288.08



03/12/2021	CINTAS CORP #630	00489013	4069789469	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	16.29
03/12/2021	CINTAS CORP #630	00489014	4070490093	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	16.29
03/12/2021	CINTAS CORP #630	00489015	4071870518	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	16.29
03/12/2021	CINTAS CORP #630	00489016	4072454989	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	16.29
03/12/2021	CINTAS CORP #630	00489017	4073087150	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	31.29
03/12/2021	CINTAS CORP #630	00489018	4073731182	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
03/12/2021	CINTAS CORP #630	00489020	4074348652	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
				Total for Payment No.:		701.11

**Payment No: 649636**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	STEVEN DOLEZAL	00489116	892FEB2021	Psych Services	General Fund	700.00
				Total for Payment No.:		700.00

**Payment No: 018802**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	AIR FILTER SUPPLY INC	00488752	1461448	SUPPLIES	General Fund	225.76
03/19/2021	AIR FILTER SUPPLY INC	00488753	1461634	SUPPLIES	General Fund	241.24
03/19/2021	AIR FILTER SUPPLY INC	00488754	1462541	SUPPLIES	General Fund	225.76
				Total for Payment No.:		692.76

**Payment No: 649595**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	FIRST ALARM SECURITY & PATROL,	00488756	10997768	TASMAN	General Fund	690.00
				Total for Payment No.:		690.00

**Payment No: 649166**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	TULLETT PREBON AMERICAS CORP	00488036	09344-2498740121-00	BROKERAGE FEES JAN21	Electric Utility	682.00
				Total for Payment No.:		682.00

**Payment No: 649239**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	INDUSTRIAL SCIENTIFIC CORP	00488215	2398038	INET SUBSC 1/30/21-2/29/2021	Electric Utility	677.11
				Total for Payment No.:		677.11

**Payment No: 649345**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GARY GAIRAUD	00488964	64037-06 Utility Refund	UTILITY REFUND	General Fund	674.23
				Total for Payment No.:		674.23

**Payment No: 649084**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CA FRANCHISE TAX BOARD	00488273	02/07/21-02/20/21NG	WAGE ATTACHMENT B2104	Payroll Liability&ClearingAcct	673.33
				Total for Payment No.:		673.33

**Payment No: 649638**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	T-MOBILE USA INC	00488737	9433417503	GPS Locate 21-120084	General Fund	600.00
03/19/2021	T-MOBILE USA INC	00488738	9434218299	GPS Locate 20-830167	General Fund	60.00

Total for Payment No.: 660.00

**Payment No: 649540**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TMT ENTERPRISES INC	00488608	07691	STAB GOLD FINES	General Fund	659.60
Total for Payment No.:						659.60

**Payment No: 649186**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VALENTINA GUZMAN RIDAD	00488513	24597FEB2021	TUITION REIMB BISMARCK STATE	Electric Utility	652.79
Total for Payment No.:						652.79

**Payment No: 649486**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	INDUSTRIAL SCIENTIFIC CORP	00488746	2399906	2021 FEB INET GAS MONITORING	Sewer Utility	650.86
Total for Payment No.:						650.86

**Payment No: 649534**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SPECTRUM CANINE LLC	00488546	230	February K9 training	General Fund	650.00
Total for Payment No.:						650.00

**Payment No: 649205**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CAR KEYS EXPRESS	00488023	CKE-1508734	PARTS- V#2947 WO#129770	Fleet Operation Fund	119.70
03/05/2021	CAR KEYS EXPRESS	00488024	CKE-1495237	KEYS-V#3573	Vehicle Replacement Fund	79.80
03/05/2021	CAR KEYS EXPRESS	00488024	CKE-1495237	KEY-V#2778	Fleet Operation Fund	169.90
03/05/2021	CAR KEYS EXPRESS	00488024	CKE-1495237	KEY-V#3144	Fleet Operation Fund	39.90

03/05/2021	CAR KEYS EXPRESS	00488024	CKE-1495237	KEYS-V#3144	Fleet Operation Fund	239.80
				Total for Payment No.:		649.10

**Payment No: 649304**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VERIZON WIRELESS	00488327	9872937739	M2M CHARGES DEC20	Electric Utility Construction	647.49
				Total for Payment No.:		647.49

**Payment No: 018626**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	HARRIS COMPUTER SYSTEMS	00487925	MN00135200	EIP INTEGRATION MAINTENANCE	General Government - Other	645.00
				Total for Payment No.:		645.00

**Payment No: 649576**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	BAYSHORE SAFETY & INDUSTRIAL	00489463	5461	SOLVENT, CABLE CLEANER, AEROSO	Electric Utility	640.92
				Total for Payment No.:		640.92

**Payment No: 649551**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VERIZON WIRELESS	00488449	9874037315	FIRE PREVENTION WIRELESS	General Fund	638.68
				Total for Payment No.:		638.68

**Payment No: 649643**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	THOMSON WEST GROUP	00489065	843922931	Monthly CLEAR database 02/2021	General Fund	307.80
03/19/2021	THOMSON WEST GROUP	00489065	843922931	Monthly CLEAR database 02/2021	General Fund	307.80

Total for Payment No.: 615.60

**Payment No: 649243**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	KRAFT INDUSTRIAL SUPPLY	00488351	35774	PARTS	Electric Utility	340.28
03/05/2021	KRAFT INDUSTRIAL SUPPLY	00488351	35774	PARTS	Electric Utility	270.72
Total for Payment No.:						611.00

**Payment No: 649258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	OLDCASTLE INFRASTRUCTURE	00487972	1249516	NON TAXABLE	Water Utility	132.55
03/05/2021	OLDCASTLE INFRASTRUCTURE	00487972	1249516	WATER BOX	Water Utility	477.85
Total for Payment No.:						610.40

**Payment No: 018765**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MIDWEST TAPE LLC	00488461	500014604	1241 AD ABKS	General Fund	562.18
03/12/2021	MIDWEST TAPE LLC	00488461	500014604	1241 AD DVD'S	General Fund	45.74
Total for Payment No.:						607.92

**Payment No: 002331**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00489467	10334564	NAVIA ADMIN FEE FEB 2021	Payroll Liability&ClearingAcct	499.00
03/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00489467	10334564	NAVIA ADMIN FEE FEB 2021	General Fund	96.00
Total for Payment No.:						595.00

**Payment No: 649458**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	BESOSIE GANAL	00488501	61559-01 CPV JAN-2021	PBI JAN-2021 PYMT #41 VALLY HO	Elec OperatingGrant Trust Fund	594.24
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Total for Payment No.:						594.24
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**Payment No: 649307**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ZEP SALES & SERVICE	00488324	9005968988	CLEANER- SHOP USE	Fleet Operation Fund	592.69

Total for Payment No.:						592.69
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**Payment No: 018623**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GEI CONSULTANTS, INC.	00488047	3084494	BUCKS CREEK CEQA JAN21	Electric Utility Construction	248.40
02/26/2021	GEI CONSULTANTS, INC.	00488047	3084494	PRJ MGMT BUCKS CREEK JAN21	Electric Utility Construction	334.50

Total for Payment No.:						582.90
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**Payment No: 649493**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LEXISNEXIS PO BOX 894166	00488727	3093139636	ONLINE SERVICE CHARGES FEB21	Electric Utility	560.00

Total for Payment No.:						560.00
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**Payment No: 018691**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MIDWEST TAPE LLC	00488110	99969385	1241 AD ABKS	General Fund	433.58
03/05/2021	MIDWEST TAPE LLC	00488110	99969385	1241 AD DVD'S	General Fund	75.14
03/05/2021	MIDWEST TAPE LLC	00488110	99969385	1235 AD DVD	General Fund	27.77
03/05/2021	MIDWEST TAPE LLC	00488110	99969385	1235 Juv DVD	General Fund	22.85

Total for Payment No.:						559.34
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**Payment No: 018709**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	THERMAL MECHANICAL INC	00488355	80994	HVAC PREVENTATIVE MAINTENANCE	Information Technology Service	556.00
Total for Payment No.:						556.00

**Payment No: 649602**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	INTER DISPOSAL CORP OF CA	00489298	5127-000036426	DISPOSAL OF TIMBER/TRTED POLES	Electric Utility Construction	551.96
Total for Payment No.:						551.96

**Payment No: 018684**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JAVELCO EQUIPMENT SVC INC	00487969	57785	SMALL ENGINE PARTS	Water Utility	221.20
03/05/2021	JAVELCO EQUIPMENT SVC INC	00487969	57785	LABOR	Water Utility	330.00
Total for Payment No.:						551.20

**Payment No: 649491**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KC LIU	00488497	R220-EVC-076	EV CHARGR REBATE; 25635-04	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

**Payment No: 649531**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SIMON CARROLL	00477975	R220-EVC-053	EVC CHARGER REBATE; 11605-03	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

**Payment No: 018787**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SCOTT'S PPE RECON INC	00488741	36820	TURNOUT REPAIRS TAX - FEB 2021	Fire Department	21.80
03/12/2021	SCOTT'S PPE RECON INC	00488741	36820	TURNOUT REPAIR NONTAX FEB 2021	Fire Department	526.00
				Total for Payment No.:		547.80

**Payment No: 018676**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FARWEST LINE SPECIALTIES LLC	00488346	322683	BURNDY DIE	Electric Utility	303.21
03/05/2021	FARWEST LINE SPECIALTIES LLC	00488346	322683	SHIPPING	Electric Utility	11.79
03/05/2021	FARWEST LINE SPECIALTIES LLC	00488581	324499	HOOK, FOR HAND LINE BASHLIN #3	Electric Utility	218.52
03/05/2021	FARWEST LINE SPECIALTIES LLC	00488581	324499	SHIPPING	Electric Utility	12.70
				Total for Payment No.:		546.22

**Payment No: 649351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JAMES MYERS	00488898	16663-01 Utility Refund	UTILITY REFUND	General Fund	536.79
				Total for Payment No.:		536.79

**Payment No: 018728**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BOATMAN-JACKLIN INC.	00488502	62112-02 CPV JAN-2021	PBI SOLAR PROD PYMT #47 JAN-20	Elec OperatingGrant Trust Fund	531.20
				Total for Payment No.:		531.20

**Payment No: 649271**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	REED & GRAHAM INC	00488088	992806	EMULSION	General Fund	50.26
03/05/2021	REED & GRAHAM INC	00488089	993003	EMULSION	General Fund	280.23



03/05/2021	REED & GRAHAM INC	00488089	993003	FLUSH CHARGE (NONTXBL)	General Fund	200.00
Total for Payment No.:						530.49

**Payment No: 649537**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	STERICYCLE INC	00488475	3005450759	STREETS	Solid Waste Program	67.71
03/12/2021	STERICYCLE INC	00488475	3005450759	PD	General Fund	451.58
Total for Payment No.:						519.29

**Payment No: 649599**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	HACH COMPANY	00488820	12307288	KEYPAD AND STABLCAL	Water Utility	508.06
Total for Payment No.:						508.06

**Payment No: 649332**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CAPPASITY INC	00488962	61980-07 Utility Refund	UTILITY REFUND	General Fund	505.38
Total for Payment No.:						505.38

**Payment No: 649582**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CENTRAL COLO, LLC	00489243	CB218 - CI2182	FIBER PATHWAY INNERDUCTS APR21	Electric Utility	500.00
Total for Payment No.:						500.00

**Payment No: 649162**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SWAGELOK NORTHERN CALIFORNIA	00487874	93361	CAPS, PLUGS	Electric Utility	496.66
Total for Payment No.:						496.66

**Payment No: 018644**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487873	8733459618-3 FEB2021	GAS SVC 3025 RAYMOND JAN2021	Electric Utility	495.98
				Total for Payment No.:		495.98

**Payment No: 018717**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	OFF THE WALL SOCCER	00488508	63154-02 CPV JAN-2021	PBI SOLAR PROD PYMT #47 JAN 20	Elec OperatingGrant Trust Fund	491.52
				Total for Payment No.:		491.52

**Payment No: 649473**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FAST UNDERCAR SANTA CLARA	00488471	219384	PARTS- V#2905	Fleet Operation Fund	216.54
03/12/2021	FAST UNDERCAR SANTA CLARA	00488472	219552	PARTS-V#2905	Fleet Operation Fund	201.65
03/12/2021	FAST UNDERCAR SANTA CLARA	00488473	220928	PARTS-V#3208	Fleet Operation Fund	65.29
				Total for Payment No.:		483.48

**Payment No: 649528**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SHRED-IT USA LLC	00488653	8181514036	SHRED SVP DVR 2/11/2020	Electric Utility	153.47
03/12/2021	SHRED-IT USA LLC	00488733	8181503467	SHREDIT SVP 881MARTIN 1/27/21	Electric Utility	164.38
03/12/2021	SHRED-IT USA LLC	00488733	8181503467	SHREDIT SVP 881MARTIN 2/10/21	Electric Utility	164.78
				Total for Payment No.:		482.63

**Payment No: 649591**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	EDELMAN CORP	00489078	215621	ACCESS CARDS- STREET DEPT	General Fund	480.53
				Total for Payment No.:		480.53

**Payment No: 649291**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	T-MOBILE USA INC	00488143	9431846429	GPS Locate 20-721129	General Fund	240.00
03/05/2021	T-MOBILE USA INC	00488144	9431846430	GPS Locate 20-721129	General Fund	240.00
				Total for Payment No.:		480.00

**Payment No: 649326**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	BENNY BRIMER	00488935	39191-05 Utility Refund	UTILITY REFUND	General Fund	479.04
				Total for Payment No.:		479.04

**Payment No: 649457**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	BENCHMARK	00489211	E21-289	CITY HALL ASBESTOS MONITORING	General Fund	475.00
				Total for Payment No.:		475.00

**Payment No: 002322**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/04/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00488844	02/21/21-03/06/21	DD: SIT & SDI W/H B2104	Payroll Liability&ClearingAcct	473.27
				Total for Payment No.:		473.27

**Payment No: 018798**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	WAXIE SANITARY SUPPLY	00486332	79715191	PAPER TOWELS - STATION SUPPLIE	General Fund	463.03
				Total for Payment No.:		463.03

**Payment No: 649093**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ADI	00487758	TY54YB01	PD OUTSIDE INTERCOM	General Fund	459.97
				Total for Payment No.:		459.97

**Payment No: 018826**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	GREEN HALO SYSTEMS	00489082	3004	HOSTING & MAINT- MARCH 2021	Solid Waste Program	459.72
				Total for Payment No.:		459.72

**Payment No: 018621**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GALE/CENGAGE LEARNING	00487881	73568859	1241 AD BK	General Fund	220.63
02/26/2021	GALE/CENGAGE LEARNING	00487882	73569244	1241 AD BK	General Fund	238.63
				Total for Payment No.:		459.26

**Payment No: 018668**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CA DEPT OF JUSTICE	00488146	492958	CITY EE/AN - JANUARY	General Fund	364.00
03/05/2021	CA DEPT OF JUSTICE	00488146	492958	TWO CONTRACTORS - P&R	General Fund	94.00
				Total for Payment No.:		458.00

**Payment No: 649501**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NAPA AUTO PARTS	00488629	5983-636009	PARTS-V#2568	Fleet Operation Fund	252.95
03/12/2021	NAPA AUTO PARTS	00488630	5983-636097	PARTS-V#3020	Fleet Operation Fund	20.43
03/12/2021	NAPA AUTO PARTS	00488631	5983-636121	PARTS-STOCK	Fleet Operation Fund	58.47
03/12/2021	NAPA AUTO PARTS	00488632	5983-636287	PARTS-V#3308	Fleet Operation Fund	70.62
03/12/2021	NAPA AUTO PARTS	00488633	5983-636585	PARTS-V#3256	Fleet Operation Fund	26.14
03/12/2021	NAPA AUTO PARTS	00488634	5983-636813	PARTS-V#1376	Fleet Operation Fund	4.04

03/12/2021	NAPA AUTO PARTS	00488635	5983-637371	PARTS-V#3188	Fleet Operation Fund	13.59
03/12/2021	NAPA AUTO PARTS	00488636	5983-637383	PARTS-V#1951	Fleet Operation Fund	8.77
Total for Payment No.:						455.01

**Payment No: 649579**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CA DEPT OF INDUSTRIAL RELATIONS	00488778	E1780100SJ	PD ELEVATOR CONVEYANC	General Fund	225.00
03/19/2021	CA DEPT OF INDUSTRIAL RELATIONS	00488779	E1780102SJ	PD ELEVATOR CONVEYANCE	General Fund	225.00
Total for Payment No.:						450.00

**Payment No: 649255**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	NAPA AUTO PARTS	00488084	5983-632431	PARTS-V#2985	Fleet Operation Fund	8.03
03/05/2021	NAPA AUTO PARTS	00488085	5983-632611	PARTS-V#2938	Fleet Operation Fund	45.39
03/05/2021	NAPA AUTO PARTS	00488086	5983-632678	PARTS-V#2786	Fleet Operation Fund	3.44
03/05/2021	NAPA AUTO PARTS	00488087	5983-633711	PARTS-STOCK	Fleet Operation Fund	176.18
03/05/2021	NAPA AUTO PARTS	00488308	5983-634901	PARTS-V#D1161	Fleet Operation Fund	3.58
03/05/2021	NAPA AUTO PARTS	00488309	5983-635368	PARTS-SHOP USE	Fleet Operation Fund	86.66
03/05/2021	NAPA AUTO PARTS	00488310	5983-635584	PARTS-V#3497	Fleet Operation Fund	17.46
03/05/2021	NAPA AUTO PARTS	00488311	5983-635706	PARTS-V#3302	Fleet Operation Fund	48.83
03/05/2021	NAPA AUTO PARTS	00488312	5983-635834	PARTS-V#3293	Fleet Operation Fund	9.90
03/05/2021	NAPA AUTO PARTS	00488313	5983-635849	PARTS-V#3302	Fleet Operation Fund	50.51
Total for Payment No.:						449.98

**Payment No: 649633**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SMART CITY NETWORKS, L.P.	00489485	070-001-02-2021	IT MONTHLY SERVICE FEE	Deposit Funds.	448.50
Total for Payment No.:						448.50

**Payment No: 649311**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JOHN R ROMERO	00488763	33407FEB2021	2021 FEB WDO / WTO / WDO CLASS	Water Utility	446.53
				Total for Payment No.:		446.53

**Payment No: 649344**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FINISHLINE AUTO	00488899	17084-02 Utility Refund	UTILITY REFUND	General Fund	440.13
				Total for Payment No.:		440.13

**Payment No: 018844**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PRAXAIR DISTRIBUTION INC	00489104	61931989	IND HIGH PRESSURE>100CF	Electric Utility	51.91
03/19/2021	PRAXAIR DISTRIBUTION INC	00489104	61931989	SAFETY AND ENVIRONMENT FEE	Electric Utility	12.98
03/19/2021	PRAXAIR DISTRIBUTION INC	00489104	61931989	CYL TRACKING SERVICE FEE	Electric Utility	5.19
03/19/2021	PRAXAIR DISTRIBUTION INC	00489153	61861462	NITROGEN K	Electric Utility	253.83
03/19/2021	PRAXAIR DISTRIBUTION INC	00489153	61861462	HAZARDOUS MATERIAL CHARGE	Electric Utility	16.34
03/19/2021	PRAXAIR DISTRIBUTION INC	00489156	61893930	NITROGEN S	Electric Utility	82.69
03/19/2021	PRAXAIR DISTRIBUTION INC	00489156	61893930	HAZARDOUS MATERIAL CHARGE	Electric Utility	16.34
				Total for Payment No.:		439.28

**Payment No: 649523**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SAN MATEO CO HEALTH DEPT	00488747	98177	2021 JAN MANDATED COST LAB FEE	Water Utility	435.00
				Total for Payment No.:		435.00

**Payment No: 649069**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	BAY AREA AIR QUALITY	00487715	T123079	2021-2020 YR PERMIT 500 BENTON	Water Utility	431.00
Total for Payment No.:						431.00

**Payment No: 018701**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PRAXAIR DISTRIBUTION INC	00488200	99476657	NITROGEN K	Electric Utility	93.90
03/05/2021	PRAXAIR DISTRIBUTION INC	00488201	60713148	NITROGEN K	Electric Utility	335.65
Total for Payment No.:						429.55

**Payment No: 649073**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA AIR QUALITY	00487927	4JQ24	2021-2022 PERMIT 657 HUBBARD	Water Utility	428.00
Total for Payment No.:						428.00

**Payment No: 649072**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA AIR QUALITY	00487926	4JQ23	2021-2022 PERMIT 3460BROOKDALE	Water Utility	427.00
Total for Payment No.:						427.00

**Payment No: 649075**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA AIR QUALITY	00487930	4JQ27	2021-2022 PERMIT 200 LAWRENCE	Water Utility	424.00
Total for Payment No.:						424.00

**Payment No: 649440**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	METLIFE INDIVIDUAL LONG TERM	00489273	19647956 MAR2021	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83

Total for Payment No.: 421.83

**Payment No: 649074**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA AIR QUALITY	00487928	4JQ25	2021-2022 PERMIT 1693 POMEROY	Water Utility	416.00
Total for Payment No.:						416.00

**Payment No: 649070**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA AIR QUALITY	00487923	4JQ21	2021.2022 PERMIT 1005 SANTOMAS	Water Utility	411.00
Total for Payment No.:						411.00

**Payment No: 649288**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SUNNYVALE FORD	00488317	182229	PARTS-V#3154	Fleet Operation Fund	42.29
03/05/2021	SUNNYVALE FORD	00488318	182247	PARTS-V#3215	Fleet Operation Fund	15.55
03/05/2021	SUNNYVALE FORD	00488319	182251	PARTS-V#3215	Fleet Operation Fund	80.65
03/05/2021	SUNNYVALE FORD	00488320	182355	PARTS-V#3302	Fleet Operation Fund	96.63
03/05/2021	SUNNYVALE FORD	00488321	182366	PARTS-V#3126	Fleet Operation Fund	175.84
Total for Payment No.:						410.96

**Payment No: 649097**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487948	828848268X02162021	BLDG MAINT WIRELESS	General Fund	410.86
Total for Payment No.:						410.86

**Payment No: 649138**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	MEDWASTE MANAGEMENT, LLC	00488034	MW45276	MEDICAL WASTE SERVICES	General Fund	199.00
02/26/2021	MEDWASTE MANAGEMENT, LLC	00488035	MW46181	MEDICAL WASTE SERVICES	General Fund	210.00
Total for Payment No.:						409.00

**Payment No: 649191**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ARAMARK UNIFORM SERVICES	00488339	511000011873	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
Total for Payment No.:						408.56

**Payment No: 649096**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ARAMARK UNIFORM SERVICES	00487867	511000008608	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
Total for Payment No.:						408.56

**Payment No: 649572**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ARAMARK UNIFORM SERVICES	00489242	511000020022	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
Total for Payment No.:						408.56

**Payment No: 649449**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ARAMARK UNIFORM SERVICES	00488648	511000015258	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
Total for Payment No.:						408.56

**Payment No: 649071**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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02/26/2021	BAY AREA AIR QUALITY	00487924	4JQ22	2021-2022 PERMIT 3305 AGATE	Water Utility	406.00
				Total for Payment No.:		406.00

**Payment No: 649284**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SHREDLOGIX INC	00488517	0009738	SHREDDING SERVICES: 2/1/2021-1	General Fund	225.00
03/05/2021	SHREDLOGIX INC	00488518	0009932	SHREDDING SERVICES: 2/1/2021-1	General Fund	180.00
				Total for Payment No.:		405.00

**Payment No: 649285**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	STATEWIDE TRAFFIC SAFETY AND SIGNS	00488553	05032373	PAINT, MARKING, BLUE. AERVOE #	Water Utility	178.21
03/05/2021	STATEWIDE TRAFFIC SAFETY AND SIGNS	00488553	05032373	PAINT, MARKING, GREEN. AERVOE	Water Utility	118.80
03/05/2021	STATEWIDE TRAFFIC SAFETY AND SIGNS	00488553	05032373	PAINT, BLACK MARKING WATER SYS	Water Utility	105.19
				Total for Payment No.:		402.20

**Payment No: 649095**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	APPLIED INDUSTRIAL TECHNOLOGIES INC	00487746	7020723609	PD CHILLER WATER PUMP	General Fund	328.14
02/26/2021	APPLIED INDUSTRIAL TECHNOLOGIES INC	00487747	7020698526	PD CHILLER WATER PUMP	General Fund	73.54
				Total for Payment No.:		401.68

**Payment No: 018713**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	VANTAGE DATA CENTERS	00488214	2132	CARRIER ACCESS FEB21 2897 NORT	Electric Utility	400.00
				Total for Payment No.:		400.00

**Payment No: 649173**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	AARON DRUMRIGHT	00488541	5882FEB2021	REIMB AH 330 STRIKE TEAM LEAD	General Fund	400.00
Total for Payment No.:						400.00

**Payment No: 649532**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SIMPLEVIEW LLC	00489118	INV120222	MONTHLY LICENSING 2/21-1/24	Deposit Funds.	400.00
Total for Payment No.:						400.00

**Payment No: 018702**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ROBERT M MAHOWALD	00488219	22761RP	BOX FILE PEDESTAL	General Fund	398.57
Total for Payment No.:						398.57

**Payment No: 018810**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CA DEPT OF JUSTICE	00489122	496735	Finger Printing	General Fund	66.00
03/19/2021	CA DEPT OF JUSTICE	00489167	498225	CITY EE - FEBRUARY 2021	General Fund	228.00
03/19/2021	CA DEPT OF JUSTICE	00489167	498225	P&R - TWO CONTRACTORS	General Fund	98.00
Total for Payment No.:						392.00

**Payment No: 018624**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	GRAINGER	00487768	9781663431	SUPPLIES	General Fund	34.99
02/26/2021	GRAINGER	00488009	9624953254	PD EXHAUST BLOWER	General Fund	27.77
02/26/2021	GRAINGER	00488048	9792741473	PVC BALL VALVE	General Fund	329.06
Total for Payment No.:						391.82

**Payment No: 649504**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	OIL CHANGER	00488637	JAN 21 CAR WASH	JAN 2021 CAR WASHES	Fleet Operation Fund	390.00
				Total for Payment No.:		390.00

**Payment No: 649443**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	A TOOL SHED	00488558	1478394-4	POWER SOD CUTTER	General Fund	394.58
				Total for Payment No.:		394.58

**Payment No: 018707**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00488054	189-1105718	PARTS-V#3213	Fleet Operation Fund	374.29
03/05/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00488054	189-1105718	CA WASTE TIRE FEE- NONTXBL	Fleet Operation Fund	3.83
				Total for Payment No.:		378.12

**Payment No: 649100**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487951	876361352X02162021	DPW WIRELESS	General Fund	375.56
				Total for Payment No.:		375.56

**Payment No: 649275**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SAN JOSE MAILING	00488441	4632	POSTAGE	General Fund	85.35
03/05/2021	SAN JOSE MAILING	00488441	4632	MAILING	General Fund	233.57
03/05/2021	SAN JOSE MAILING	00488441	4632	RELATED SC SIGN	General Fund	56.16
				Total for Payment No.:		375.08

**Payment No: 649527**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SCP DISTRIBUTORS LLC	00488294	36021023	NSF-MILTICHLOR	General Fund	49.42
03/12/2021	SCP DISTRIBUTORS LLC	00488603	36021246	SANTOPRENE PUMP TUBE	General Fund	120.84
03/12/2021	SCP DISTRIBUTORS LLC	00488605	36021379	INJECTION CHECK VALVE	General Fund	204.64
Total for Payment No.:						374.90

**Payment No: 649515**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	R.S. HUGHES COMPANY, INC.	00488783	78894116-00	ISOBUTYLENE	General Fund	132.86
03/12/2021	R.S. HUGHES COMPANY, INC.	00488783	78894116-00	4-GAS 18% LEL 50% H2S	General Fund	241.65
Total for Payment No.:						374.51

**Payment No: 649339**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ERIC BAHENA	00488944	48084-06 Utility Refund	UTILITY REFUND	General Fund	368.77
Total for Payment No.:						368.77

**Payment No: 018647**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487735	0541963339-0 JAN2021	TS @ CALVERT/CALVERT	General Fund	39.02
02/26/2021	PG&E	00487872	5918427025-0 FEB2021	ELEC SVC BLACK BUTTE HYD JAN21	Electric Utility	287.07
02/26/2021	PG&E	00487931	8978316890-2 JAN2021	2020 DEC 700 LOS ESTEROS SJTP	Sewer Utility	31.92
02/26/2021	PG&E	00487932	8311198632-5 FEB2021	2021 JAN GUADALUPE CHART STATN	Sewer Utility	10.04
Total for Payment No.:						368.05

**Payment No: 649209**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/05/2021	CONCENTRA MEDICAL CENTERS	00488149	70224370	AUTO SERVICES	Fleet Operation Fund	85.00
03/05/2021	CONCENTRA MEDICAL CENTERS	00488149	70224370	REG & AN PRE EMPLOY PHYSICAL	General Fund	272.00
Total for Payment No.:						357.00

**Payment No: 649553**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VERIZON WIRELESS	00488452	9874046504	METER READERS WIRELESS	General Fund	353.80
Total for Payment No.:						353.80

**Payment No: 649198**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BOBCAT OF FREMONT	00488021	P37572	PARTS- V#3338	Fleet Operation Fund	350.09
Total for Payment No.:						350.09

**Payment No: 018832**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	INTERSTATE TRAFFIC CONTROL	00489083	242644	TRAFFIC SUPPLIES	General Fund	50.53
03/19/2021	INTERSTATE TRAFFIC CONTROL	00489084	242735	TRAFFIC SUPPLIES	General Fund	298.13
Total for Payment No.:						348.66

**Payment No: 649109**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CENTURY GRAPHICS	00487902	54237	Polo Shirts	General Fund	348.34
Total for Payment No.:						348.34

**Payment No: 649343**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FERMA CORPORATION	00488915	24482-15 Utility Refund	UTILITY REFUND	General Fund	344.82

Total for Payment No.: 344.82

**Payment No: 649389**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NAOMI KOLNIK	00488960	59184-16 Utility Refund	UTILITY REFUND	General Fund	342.02
Total for Payment No.:						342.02

**Payment No: 649617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PEACE OFFICERS RESEARCH ASSOC OF CA	00489366	617881	2nd qtr 2021 legal dfnce fund	General Fund	342.00
Total for Payment No.:						342.00

**Payment No: 018750**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HI-TECH EMERGENCY VEHICLE SERVICE INC	00488479	169748	PARTS-V#1990	Fleet Operation Fund	263.79
03/12/2021	HI-TECH EMERGENCY VEHICLE SERVICE INC	00488479	169748	NON TAXABLE	Fleet Operation Fund	64.10
Total for Payment No.:						327.89

**Payment No: 649535**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SPRAY MART II	00488748	09913	2021 FEB 2700 PSI MITM PW PUMP	Water Utility	326.66
Total for Payment No.:						326.66

**Payment No: 018604**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AMAZON.COM	00487937	90FEB2021	1231 JUV BK	General Fund	85.84
02/26/2021	AMAZON.COM	00487937	90FEB2021	1235 JUV BK	General Fund	10.34

02/26/2021	AMAZON.COM	00487937	90FEB2021	1235 AD VG	General Fund	76.28
02/26/2021	AMAZON.COM	00487937	90FEB2021	SUPPLIES	General Fund	153.88
				Total for Payment No.:		326.34

**Payment No: 649632**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SHRED-IT USA LLC	00489117	8181526942	Shredding Service	General Fund	316.78
				Total for Payment No.:		316.78

**Payment No: 018638**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	NALCO CO	00487889	6670018933	MO.SRV FEE COGEN FEB21	Electric Utility	315.46
				Total for Payment No.:		315.46

**Payment No: 649549**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VERIZON WIRELESS	00488446	9872685687	WATER/SEWER WIRELESS	Water Utility	124.66
03/12/2021	VERIZON WIRELESS	00488446	9872685687	WATER/SEWER WIRELESS	Water Recycling Program	62.33
03/12/2021	VERIZON WIRELESS	00488446	9872685687	WATER/SEWER WIRELESS	Sewer Utility	124.66
				Total for Payment No.:		311.65

**Payment No: 649510**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PETERSON TRACTOR CO	00488638	PC001729274	PARTS-V#3293	Fleet Operation Fund	188.10
03/12/2021	PETERSON TRACTOR CO	00488638	PC001729274	PARTS-V#2835	Fleet Operation Fund	75.18
03/12/2021	PETERSON TRACTOR CO	00488639	PC001729275	PARTS-V#3293	Fleet Operation Fund	47.71
				Total for Payment No.:		310.99



**Payment No: 018839**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489102	1543429391-4 MAR2021	ELEC SVC STONY GORGE HYD FEB21	Electric Utility	304.64
Total for Payment No.:						304.64

**Payment No: 649270**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	RANDY DYER	00488333	740557	EBIKE REBATE; 52929-02; 3523 G	Electric Utility	300.00
Total for Payment No.:						300.00

**Payment No: 649252**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	MICHAEL YAMAICHI	00488332	715892	EBIKE REBATE;48809-01 1215 MOR	Electric Utility	300.00
Total for Payment No.:						300.00

**Payment No: 649433**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	YU YING CHEN	00488952	56807-20 Utility Refund	UTILITY REFUND	General Fund	299.06
Total for Payment No.:						299.06

**Payment No: 018714**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	WESTERN RENEWABLE ENERGY	00488329	WR23766	DELIVERABILITY-NERC TAG	Electric Utility	212.00
03/05/2021	WESTERN RENEWABLE ENERGY	00488329	WR23766	CERTS CREATED	Electric Utility	81.62
03/05/2021	WESTERN RENEWABLE ENERGY	00488329	WR23766	CERTS TRANSFERRED	Electric Utility	5.04
Total for Payment No.:						298.66

**Payment No: 649566**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KYLE DANIEL STERN	00489447	PRCK#89823	REPLACE OUTDTD CK#89823	Payroll Liability&ClearingAcct	295.18
				Total for Payment No.:		295.18

**Payment No: 649272**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	REGENTS OF THE UNIV OF CALIF	00488666	10997301	LEGAL REFERENCES	General Fund	292.70
				Total for Payment No.:		292.70

**Payment No: 649110**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CITY OF SAN JOSE	00487934	19408800	2020 DEC 4495 1ST WATER METER	Water Utility	288.44
				Total for Payment No.:		288.44

**Payment No: 018674**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	EFFICIENCY SERVICES GROUP, LLC	00488141	3063	ADMIN/PROGRAM SUPP SRV JAN21	Elec OperatingGrant Trust Fund	116.25
03/05/2021	EFFICIENCY SERVICES GROUP, LLC	00488141	3063	ADMIN/PROGRAM SUPP SRV JAN21	Electric Utility	168.75
				Total for Payment No.:		285.00

**Payment No: 649511**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PINE CONE LUMBER CO	00488593	89428	3/4" 4X8 MARINE	General Fund	282.78
				Total for Payment No.:		282.78

**Payment No: 018748**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	GRAINGER-SAN JOSE	00488157	9785148512	STRT SUPPLS- BLADE	General Fund	76.25
03/12/2021	GRAINGER-SAN JOSE	00488268	9804290535	SHEET STCK	General Fund	11.33
03/12/2021	GRAINGER-SAN JOSE	00488270	9804290543	EAR MUFF, SAFE GLSS, HOSE CLMP	General Fund	190.49
				Total for Payment No.:		278.07

**Payment No: 018673**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ECONOMIC & PLANNING SYSTEMS, INC.	00488436	181136-19	Amendment No. 2 ? Contingency	General Fund	275.00
				Total for Payment No.:		275.00

**Payment No: 649122**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	EL RADIATOR DOCTOR	00487857	1852	LABOR- V#3224 WO#19690	Fleet Operation Fund	275.00
				Total for Payment No.:		275.00

**Payment No: 018777**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PG&E	00488652	3889347290-2 FEB2021	ELE SV GRIZ MICROWAV FEB21	Electric Utility	272.54
				Total for Payment No.:		272.54

**Payment No: 018800**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	WILLIAMS SCOTSMAN INC	00488662	8553395	40X8 CONTAINER RENT MAR21	Street Lighting	241.32
03/12/2021	WILLIAMS SCOTSMAN INC	00488662	8553395	CONTAINER LOCK - RENTAL MAR21	Street Lighting	19.62
03/12/2021	WILLIAMS SCOTSMAN INC	00488662	8553395	PROPERTY TAX RECOVERY MAR21	Street Lighting	9.65
				Total for Payment No.:		270.59

**Payment No: 018737**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021		00489154	36020FEB2021	LEGAL SERVICES	Special Liability Insurance	270.00
Total for Payment No.:						270.00

**Payment No: 002323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/25/2021	NAVIA BENEFIT SOLUTIONS, INC	00489058	02/21/21-03/0621	COMMUTER BENEFIT DED B2105	Payroll Liability&ClearingAcct	270.00
Total for Payment No.:						270.00

**Payment No: 018648**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PRAXAIR DISTRIBUTION INC	00487890	61772554	IND LIQUID 200-300LT	Electric Utility	176.76
02/26/2021	PRAXAIR DISTRIBUTION INC	00487890	61772554	SPEC HIGH PRESSURE>100CF	Electric Utility	26.85
02/26/2021	PRAXAIR DISTRIBUTION INC	00487890	61772554	SAFETY AND ENVIRONMENT FEE	Electric Utility	25.95
02/26/2021	PRAXAIR DISTRIBUTION INC	00487890	61772554	CYL TRACKING SERVICE FEE	Electric Utility	38.04
Total for Payment No.:						267.60

**Payment No: 018781**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	PW Capital Proj ManagementFund	21.87
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	PW Capital Proj ManagementFund	21.88
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	PW Capital Proj ManagementFund	21.88
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	Water Utility	43.75
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	Electric Utility Construction	87.50

03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	Sewer Utility	43.75
03/12/2021	PMIT	00488797	11	EBUILDER CONSULTNG DEC20-JAN21	General Fund	21.87
Total for Payment No.:						262.50

**Payment No: 018840**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489103	5918427025-0 MAR2021	ELEC SVC BLACK BUTTE HYD FEB21	Electric Utility	253.64
Total for Payment No.:						253.64

**Payment No: 649292**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TARGET CORPORATION	00488167	R21-FSR-0084	FOOD SRV REBATE; ACCT 75282-1	Elec OperatingGrant Trust Fund	250.00
Total for Payment No.:						250.00

**Payment No: 649584**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CONCENTRA MEDICAL CENTERS	00489169	70531243	RANDOM AUDIO - WATER	Water Utility	110.00
03/19/2021	CONCENTRA MEDICAL CENTERS	00489169	70531243	RANDOM - FIELD SERVICES	Electric Utility	45.00
03/19/2021	CONCENTRA MEDICAL CENTERS	00489170	70467941	AUDIO - WATER	Water Utility	90.00
Total for Payment No.:						245.00

**Payment No: 649137**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MCMMASTER-CARR SUPPLY CO	00488069	53104366	HEX HEAD SCREW AND WASHER	General Fund	237.09
Total for Payment No.:						237.09

**Payment No: 649567**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ADI	00488807	VB39KT01	AUTOMATIC VOLTAGE REGULATOR	Water Utility	203.82
03/19/2021	ADI	00488808	VC16KF01	PATCH CABLES	Water Utility	30.49
Total for Payment No.:						234.31

**Payment No: 649321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ALCHEMY POWER INC	00488902	17803-05 Utility Refund	UTILITY REFUND	General Fund	234.09
Total for Payment No.:						234.09

**Payment No: 649496**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MATTHEWS INTERNATIONAL CORP	00488718	94764506	BRONZE PLAQUE - HUI, KELLY T.	Cemetery	229.38
Total for Payment No.:						229.38

**Payment No: 649508**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PEACE OFFICERS RESEARCH ASSOC OF CA	00488545	308054	2nd qtr 2021 membership dues	General Fund	228.00
Total for Payment No.:						228.00

**Payment No: 649360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KARIN REED	00488975	71291-04 Utility Refund	UTILITY REFUND	General Fund	224.94
Total for Payment No.:						224.94

**Payment No: 018678**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GARDENLAND POWER EQUIPMENT	00487963	827996	SMALL ENGINE PARTS	Water Utility	224.72
				Total for Payment No.:		224.72

**Payment No: 649374**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LIANG, HUI	00488938	44435-05 Utility Refund	UTILITY REFUND	General Fund	220.13
				Total for Payment No.:		220.13

**Payment No: 018760**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LEHR AUTO ELECTRIC	00488487	SI57188	PARTS-V#3370	Fleet Operation Fund	109.28
03/12/2021	LEHR AUTO ELECTRIC	00488489	SI57698	PARTS-V#3370	Fleet Operation Fund	109.32
				Total for Payment No.:		218.60

**Payment No: 649522**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SAN JOSE MAILING	00489027	4669	TABACCO POSTCARD	Other City Dept Op Grant Fund	25.65
03/12/2021	SAN JOSE MAILING	00489027	4669	MAILING/POSTAGE NON TAX	Other City Dept Op Grant Fund	192.20
				Total for Payment No.:		217.85

**Payment No: 649427**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VIRGINIA ROGERS	00488925	28884-21 Utility Refund	UTILITY REFUND	General Fund	215.40
				Total for Payment No.:		215.40

**Payment No: 649631**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SEG, INC	00489076	33398MAR2021	Bldg Plan Review BLD2021-60675	General Fund	215.08
				Total for Payment No.:		215.08

**Payment No: 649545**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UNIQUE TOWING	00489022	00169343	1988 acura #21-217116	General Fund	215.00
				Total for Payment No.:		215.00

**Payment No: 649098**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487949	828850115X02162021	ADMIN/IT WIRELESS	Information Technology Service	39.57
02/26/2021	AT&T MOBILITY	00487949	828850115X02162021	CDD/COVID WIRELESS	Other City Dept Op Grant Fund	62.07
02/26/2021	AT&T MOBILITY	00487949	828850115X02162021	LIBRARY/BOOKMOBILE WIRELESS	General Fund	112.71
				Total for Payment No.:		214.35

**Payment No: 649432**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	YANELI SANCHEZ	00488931	36310-11 Utility Refund	UTILITY REFUND	General Fund	212.23
				Total for Payment No.:		212.23

**Payment No: 649570**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ALTEC INDUSTRIES INC	00489150	11590544	PARTS-STOCK	Fleet Operation Fund	94.76
03/19/2021	ALTEC INDUSTRIES INC	00489150	11590544	PARTS-V#3188	Fleet Operation Fund	112.84
				Total for Payment No.:		207.60



**Payment No: 649196**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	BELLECCI & ASSOCIATES INC	00488412	18119-H	PROJ MGR SRVS JUL-OCT2020 BEN	Electric Utility	207.00
Total for Payment No.:						207.00

**Payment No: 018607**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BELL ELECTRICAL SUPPLY	00487906	5650433	RACO OCTAGON BOX	General Fund	4.84
02/26/2021	BELL ELECTRICAL SUPPLY	00487907	5649893	LF050R LIQ-TITE FEX 1000	General Fund	200.32
Total for Payment No.:						205.16

**Payment No: 018628**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00487862	4516723-00	LANDSCAPING SUPPLIES	General Fund	103.90
02/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00487863	4516723-01	LANDSCAPING SUPPLIES	General Fund	98.12
Total for Payment No.:						202.02

**Payment No: 018724**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AMERICAN BEVERAGE EQUIPMENT	00488721	52442	MAR21 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
Total for Payment No.:						200.00

**Payment No: 649187**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	XL CONSTRUCTION	00488360	28181FEB2021	REFUND DEVELOPER DEPOSIT BAL	Deposit Funds.	200.00
Total for Payment No.:						200.00

**Payment No: 649156**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	CITY ATTORNEY'S OFFICE	General Fund	33.24
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	CCO-RECORDS CENTER	General Fund	33.25
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	FINANCE-ACCOUNTING	General Fund	33.25
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	FINANCE-MUNICIPAL SERVICES	General Fund	33.25
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	HOUSING	General Fund	33.24
02/26/2021	SHRED-IT USA LLC	00487933	8181413807	HUMAN RESOURCES	General Fund	33.24
Total for Payment No.:						199.47

**Payment No: 018617**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	EMPLOYMENT SCREENING RESOURCES	00487955	222823	TWO EXECUTIVE HIRES	General Fund	199.00
Total for Payment No.:						199.00

**Payment No: 649410**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SMITH, KATHY	00488903	19836-07 Utility Refund	UTILITY REFUND	General Fund	197.86
Total for Payment No.:						197.86

**Payment No: 649555**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VERIZON WIRELESS	00488457	9874052966	FIRE - EMS WIRELESS	General Fund	197.46
Total for Payment No.:						197.46

**Payment No: 649354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JINGHAI WANG	00488921	27231-09 Utility Refund	UTILITY REFUND	General Fund	193.92

Total for Payment No.: 193.92

**Payment No: 649167**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	UNITED PARCEL SERVICE	00488112	00009882E5061A	DELIVERY ELEC & WATER/SEWER	Water Utility	34.66
02/26/2021	UNITED PARCEL SERVICE	00488112	00009882E5061A	DELIVERY ELEC & WATER/SEWER	Electric Utility	11.11
02/26/2021	UNITED PARCEL SERVICE	00488255	00009882E5071A	DELIVERY CHGS POLICE/AUTO	Fleet Operation Fund	32.92
02/26/2021	UNITED PARCEL SERVICE	00488255	00009882E5071A	DELIVERY CHGS POLICE/AUTO	General Fund	112.14
Total for Payment No.:						190.83

**Payment No: 649236**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00488148	02547221	SAFETY TINT GLASSES B. VENTURA	Electric Utility	50.81
03/05/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00488148	02547221	DISPENSING FEE	Electric Utility	28.00
03/05/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00488218	02547400	CLEAR SAFETY - B. VENTURA	Electric Utility	73.75
03/05/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00488218	02547400	DISPENSING FEE	Electric Utility	28.00
Total for Payment No.:						180.56

**Payment No: 649076**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CA DEPT OF CONSUMER AFFAIRS	00488001	3414FEB2021	TE LICENSE RENEWAL FOROUHI	General Fund	180.00
Total for Payment No.:						180.00

**Payment No: 649529**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SHREDLOGIX INC	00489208	0010117	SHREDDING SERVICES: 2/1/2021-1	General Fund	180.00
Total for Payment No.:						180.00

**Payment No: 649189**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ALLIED AUTO STORES	00488019	482279B	PARTS- STOCK	Fleet Operation Fund	172.00
Total for Payment No.:						172.00

**Payment No: 649560**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ADAM GARCIA	00489650	02/21/21-03/06/21	DD RET'D FOR CLOSED ACCT	Payroll Liability&ClearingAcct	171.14
Total for Payment No.:						171.14

**Payment No: 649630**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	SANTA CLARA LIGHTING, INC.	00488780	20712	supplies	General Fund	91.94
03/19/2021	SANTA CLARA LIGHTING, INC.	00489091	19504	LIGHTS- FRNKLN SQRE	Downtown Parking Maintenance D	78.26
Total for Payment No.:						170.20

**Payment No: 649264**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PIONEER MANUFACTURING CO	00487791	INV772181	MACGREGOR SPORT VOLLEYBALL	General Fund	169.71
Total for Payment No.:						169.71

**Payment No: 649461**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BRINK'S INCORPORATED	00488665	11455155	ARMORED COURIER SERVICE	General Fund	167.45
Total for Payment No.:						167.45

**Payment No: 649168**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	UNITED SITE SERVICES INC	00487781	114-11535794	WKLY SINK SRV@SERRA 1/19-2/15	Electric Utility Construction	138.00
02/26/2021	UNITED SITE SERVICES INC	00487781	114-11535794	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
02/26/2021	UNITED SITE SERVICES INC	00487781	114-11535794	ADA SINK @SERRA SUB 1/19-2/15	Electric Utility Construction	10.91
Total for Payment No.:						164.83

**Payment No: 649274**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SAN JOSE BMW	00488315	4340720	PARTS-V#3242	Fleet Operation Fund	163.98
Total for Payment No.:						163.98

**Payment No: 649614**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	OBESO, ANGELA	00461157	33403DEC2019	2019 BOOT RMBRSMNT UNIT 4	General Fund	156.95
Total for Payment No.:						156.95

**Payment No: 649348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HEATHER MARTELL	00488999	79624-02 Utility Refund	UTILITY REFUND	General Fund	156.85
Total for Payment No.:						156.85

**Payment No: 649380**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MAXIM MINTS	00488905	20306-03 Utility Refund	UTILITY REFUND	General Fund	153.93
Total for Payment No.:						153.93

**Payment No: 649437**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CA FRANCHISE TAX BOARD	00489264	02/21/21-03/06/21CB	WAGE ATTACHMENT B2105	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 649083**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CA FRANCHISE TAX BOARD	00488272	02/07/21-02/20/21CB	WAGE ATTACHMENT B2104	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 649242**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JOSEPH LASALA	00488335	714855	EBIKE REBATE; 40523-01 2129 FO	Electric Utility	149.90
				Total for Payment No.:		149.90

**Payment No: 649430**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	XINRU LI	00488959	58968-11 Utility Refund	UTILITY REFUND	General Fund	149.81
				Total for Payment No.:		149.81

**Payment No: 649401**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ROSE BOOTH	00488940	44942-08 Utility Refund	UTILITY REFUND	General Fund	148.41
				Total for Payment No.:		148.41

**Payment No: 649646**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ULINE	00489092	129139437	RED PAILS- BATTERY PICKUPS	Solid Waste Program	144.17

Total for Payment No.: 144.17

**Payment No: 649565**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KIM HOANG NGO	00489449	PRCK#90097	REPLACE OUTDTD CK#90097	Payroll Liability&ClearingAcct	143.07
Total for Payment No.:						143.07

**Payment No: 018715**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	WESTERN STATES OIL CO	00488322	450002	UNLDED- PD MOTRCYL TANK #91	Fleet Operation Fund	142.96
Total for Payment No.:						142.96

**Payment No: 649340**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ERICK VAZQUEZ	00488914	23655-15 Utility Refund	UTILITY REFUND	General Fund	142.28
Total for Payment No.:						142.28

**Payment No: 649079**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	DENNIS HAYSE	00487920	31550FEB2021	ICC Inspector Renewal Certs	General Fund	142.00
Total for Payment No.:						142.00

**Payment No: 649353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JASON MACK	00488989	75584-08 Utility Refund	UTILITY REFUND	General Fund	141.42
Total for Payment No.:						141.42

**Payment No: 649439**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CAL PERS LONG TERM CARE PROGRAM	00489268	13815037	BIWEEKLY PR CALPERS LT B2105	Payroll Liability&ClearingAcct	138.01
				Total for Payment No.:		138.01

**Payment No: 649086**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CAL PERS LONG TERM CARE PROGRAM	00488262	13779234	BIWEEKLY PR CALPERS LT	Payroll Liability&ClearingAcct	138.01
				Total for Payment No.:		138.01

**Payment No: 649378**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MASAHIRO YAMADA	00488924	27616-19 Utility Refund	UTILITY REFUND	General Fund	133.68
				Total for Payment No.:		133.68

**Payment No: 649220**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	DUNN-EDWARDS CORP	00487788	2011168599	ARISTOSHIELD	General Fund	132.63
				Total for Payment No.:		132.63

**Payment No: 649068**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	ARMAND LOBAO	00487929	32343FEB2021	SafetyBootReimbursementFY20-21	General Fund	129.89
				Total for Payment No.:		129.89

**Payment No: 649324**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AMRITA YASIN	00488916	24920-18 Utility Refund	UTILITY REFUND	General Fund	128.52



Total for Payment No.: 128.52

**Payment No: 649336**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	DEEPAK KAPOOR	00488983	74700-02 Utility Refund	UTILITY REFUND	General Fund	128.08
Total for Payment No.:						128.08

**Payment No: 649105**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY LIGHTING SUPPLY	00487855	133132	F. SQUARE- MOG BASE	Downtown Parking Maintenance D	128.08
Total for Payment No.:						128.08

**Payment No: 649519**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ROSS RECREATION EQUIPMENT INC	00488280	118378	HEX NUT	General Fund	127.63
Total for Payment No.:						127.63

**Payment No: 649418**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TALAT UYARER	00488917	24977-21 Utility Refund	UTILITY REFUND	General Fund	124.63
Total for Payment No.:						124.63

**Payment No: 649312**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JOSHUA CRAIG	00489030	23205FEB2021	REIMB. EVIDENCE PROCESSING MAT	General Fund	122.97
Total for Payment No.:						122.97

**Payment No: 649417**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	TAKEHARU NAKASHIMA	00488994	77564-04 Utility Refund	UTILITY REFUND	General Fund	122.12
				Total for Payment No.:		122.12

**Payment No: 649081**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	MEI NG	00487691	31151FEB2021	ICC 2021 Renewals	General Fund	121.00
				Total for Payment No.:		121.00

**Payment No: 649309**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	GRANT KOEPLIN	00488760	18647FEB2021	2021 FEB RAIN GEAR REIMB	Water Utility	120.09
				Total for Payment No.:		120.09

**Payment No: 649408**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SHARMA, DEEPAK	00488974	70328-05 Utility Refund	UTILITY REFUND	General Fund	119.70
				Total for Payment No.:		119.70

**Payment No: 649352**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	JANI AHAMED	00488941	45383-22 Utility Refund	UTILITY REFUND	General Fund	119.03
				Total for Payment No.:		119.03

**Payment No: 649552**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	VERIZON WIRELESS	00488450	9874037316	CMO WIRELESS	General Fund	76.02

03/12/2021	VERIZON WIRELESS	00488450	9874037316	DPW / PD STADIUM	Information Technology Service	4.08
03/12/2021	VERIZON WIRELESS	00488450	9874037316	CDD	General Government - Other	38.01
Total for Payment No.:						118.11

**Payment No: 649606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KIMBALL MIDWEST	00488822	8612584	TORQ CB NON-CHLORINE	Water Utility	117.59
Total for Payment No.:						117.59

**Payment No: 649333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	CHRISTIAN MCKENROE	00488897	16264-05 Utility Refund	UTILITY REFUND	General Fund	117.37
Total for Payment No.:						117.37

**Payment No: 649368**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KIYASA CORPORATION	00488900	17517-10 Utility Refund	UTILITY REFUND	General Fund	117.31
Total for Payment No.:						117.31

**Payment No: 649318**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ADHIRAJ KOHLI	00488894	13541-26 Utility Refund	UTILITY REFUND	General Fund	114.70
Total for Payment No.:						114.70

**Payment No: 649143**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	OMNETRIC CORP.	00488240	5720011343	MDMS & ENERGY ENGAGE IMPLEMENT	Electric Utility Construction	112.50

Total for Payment No.: 112.50

**Payment No: 649364**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KELLY SCHELL	00488967	67108-11 Utility Refund	UTILITY REFUND	General Fund	112.00
Total for Payment No.:						112.00

**Payment No: 649435**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ZHONGCHENG ZHU	00488933	38808-05 Utility Refund	UTILITY REFUND	General Fund	111.58
Total for Payment No.:						111.58

**Payment No: 649101**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	AT&T MOBILITY	00487952	876361410X02162021	PARKS & REC WIRELESS	General Fund	73.25
02/26/2021	AT&T MOBILITY	00487952	876361410X02162021	PARKS & REC WIRELESS	General Fund	36.57
Total for Payment No.:						109.82

**Payment No: 649298**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	TURF STAR INC	00488093	7157349-00	PARTS-V#3325	Fleet Operation Fund	109.50
Total for Payment No.:						109.50

**Payment No: 649330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BRIJESH NAMBIAR	00488966	66686-03 Utility Refund	UTILITY REFUND	General Fund	109.02
Total for Payment No.:						109.02

**Payment No: 649300**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	UNIQUE TOWING	00488094	21-168248	TOW-V#2734 WO#129691	Fleet Operation Fund	107.50
				Total for Payment No.:		107.50

**Payment No: 649127**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	GLR FASTENERS INC	00487861	P082946	TRAFFIC HARDWARE	General Fund	49.89
02/26/2021	GLR FASTENERS INC	00487909	P082947	FLAT WASHER AND HEX BOLTS	General Fund	57.16
				Total for Payment No.:		107.05

**Payment No: 649286**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	STEVENS CREEK CHEVROLET	00488091	119193	PARTS-V#3511	Fleet Operation Fund	20.83
03/05/2021	STEVENS CREEK CHEVROLET	00488316	119709	PARTS-V#3020	Fleet Operation Fund	86.03
				Total for Payment No.:		106.86

**Payment No: 649335**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	DANIELA LITA	00488939	44659-30 Utility Refund	UTILITY REFUND	General Fund	106.85
				Total for Payment No.:		106.85

**Payment No: 649421**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	TARAKA SATYA NARAPAREDDY	00488923	27266-19 Utility Refund	UTILITY REFUND	General Fund	105.88
				Total for Payment No.:		105.88

**Payment No: 649230**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	GEXPRO	00488602	S129895467.001	BREAKER, CIRCUIT, 100A, 2 POLE	Electric Utility	105.88
				Total for Payment No.:		105.88

**Payment No: 649561**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ALEX PRICE	00489393	32132MAR2021	MILEAGE REIMB	Electric Utility	105.84
				Total for Payment No.:		105.84

**Payment No: 649154**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	SANTA CLARA LIGHTING, INC.	00487771	20577	SUPPLIES	General Fund	105.73
				Total for Payment No.:		105.73

**Payment No: 649379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MAX MOORE	00488971	69880-03 Utility Refund	UTILITY REFUND	General Fund	104.70
				Total for Payment No.:		104.70

**Payment No: 649414**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SUNAYANA BEDI	00488884	10644-03 Utility Refund	UTILITY REFUND	General Fund	103.00
				Total for Payment No.:		103.00

**Payment No: 649130**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	KELLY KWAN	00487724	36145FEB2021	2021 RAIN BARREL REBATE	Water Utility	100.00
				Total for Payment No.:		100.00

**Payment No: W21239**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	WASHINGTON TRUST BANK	00488260	02/07/21-02/20/21	WT:VEBA CONTRIB B2104	Fringe Benefits	100.00
				Total for Payment No.:		100.00

**Payment No: 649387**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	MONOWARA HOQUE	00488945	48414-14 Utility Refund	UTILITY REFUND	General Fund	98.25
				Total for Payment No.:		98.25

**Payment No: 649386**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	MONICA GOOMBER	00488981	73131-10 Utility Refund	UTILITY REFUND	General Fund	98.19
				Total for Payment No.:		98.19

**Payment No: 649281**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	SCP DISTRIBUTORS LLC	00487792	36020184	INLINE THERMOMETER	General Fund	97.64
				Total for Payment No.:		97.64

**Payment No: 649182**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/05/2021	PHILLIP WILLKOMM	00488323	36103FEB2021A	FY20-21 RAINGEAR REIMBRSMT	General Fund	97.23
				Total for Payment No.:		97.23

**Payment No: 018642**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	PG&E	00487870	1501762727-2 FEB2021	ELEC SVC HIGH LINE CANAL JAN21	Electric Utility	94.94

Total for Payment No.: 94.94

**Payment No: 649397**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RAMAKRISHNAN SUNDARAM	00488948	49476-06 Utility Refund	UTILITY REFUND	General Fund	94.88
Total for Payment No.:						94.88

**Payment No: 649479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GLR FASTENERS INC	00488266	87814	HEX BOLT	General Fund	94.39
Total for Payment No.:						94.39

**Payment No: 018649**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	R & R INDUSTRIES INC	00487868	593351	STRT SUPPLIES- RAINPANTS	General Fund	93.32
Total for Payment No.:						93.32

**Payment No: 018838**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489101	1501762727-2 MAR2021	ELEC SVC HIGH LINE CANAL FEB21	Electric Utility	93.26
Total for Payment No.:						93.26

**Payment No: 018657**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	WAXIE SANITARY SUPPLY	00488212	79708010	16.8 Volt Battery 6800 MAH	Other City Dept Op Grant Fund	93.20
Total for Payment No.:						93.20

**Payment No: 649347**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GRETCHEN SHANOFSKY	00488928	33436-30 Utility Refund	UTILITY REFUND	General Fund	93.03
				Total for Payment No.:		93.03

**Payment No: 649616**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PACIFIC COAST FLAG	00488776	24381	PD SANTA CLARA FLAG	General Fund	91.19
				Total for Payment No.:		91.19

**Payment No: 018606**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	BAY AREA DATA SUPPLY	00487859	206867	INSTAL CHECK PRINTER MNTCE KIT	General Fund	90.00
				Total for Payment No.:		90.00

**Payment No: 649362**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KAVYA RAVI SHANKAR	00488972	69894-10 Utility Refund	UTILITY REFUND	General Fund	89.97
				Total for Payment No.:		89.97

**Payment No: 649398**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RAVI IYER	00488979	72503-15 Utility Refund	UTILITY REFUND	General Fund	89.26
				Total for Payment No.:		89.26

**Payment No: 649206**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CARLOS SANTOS	00488337	735814	EBIKE REBATE; 23065-01 2125 CA	Electric Utility	87.90
				Total for Payment No.:		87.90

**Payment No: 018677**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FASTENAL CO	00488331	CASA666987	3/8-16x3/4HWSLCS BNy	Electric Utility	4.04
03/05/2021	FASTENAL CO	00488331	CASA666987	BLVL. 1/2 AM231213	Electric Utility	58.60
03/05/2021	FASTENAL CO	00488331	CASA666987	3/8 NylN FW	Electric Utility	1.50
03/05/2021	FASTENAL CO	00488331	CASA666987	12-10 #10 RNG VNL BS	Electric Utility	9.33
03/05/2021	FASTENAL CO	00488331	CASA666987	12-10 #10 RNG VNL BS	Electric Utility	9.33
Total for Payment No.:						82.80

**Payment No: 018842**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	PG&E	00489192	3135894939-9 JAN2021	ELE SVC BENICIA PUMPHOUS JAN21	Electric Utility	32.50
03/19/2021	PG&E	00489193	3219228267-4 JAN2021	ELE SVC BENICIA HOUSE JAN21	Electric Utility	11.73
03/19/2021	PG&E	00489194	3219228267-4 MAR2021	ELE SVC BENICIA HOUSE FEB21	Electric Utility	10.65
03/19/2021	PG&E	00489196	3135894939-9 MAR2021	ELE SVC BENICIA PUMPHOUS FEB21	Electric Utility	27.36
Total for Payment No.:						82.24

**Payment No: 649436**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ZIHAN ZHANG	00488920	26518-26 Utility Refund	UTILITY REFUND	General Fund	81.93
Total for Payment No.:						81.93

**Payment No: 649159**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	STORAGE EXPRESS INC	00487778	69068	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
Total for Payment No.:						81.75

**Payment No: 649477**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FRONTIER FORD	00488474	651537	PARTS- V#3143	Fleet Operation Fund	78.71
Total for Payment No.:						78.71

**Payment No: 649124**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	FEDERAL EXPRESS	00487888	7-268-09786	MISC. SHIPPING DVR	Electric Utility	5.05
02/26/2021	FEDERAL EXPRESS	00487957	7-275-04519	MISC. ENG SHIPPING	Electric Utility Construction	65.73
02/26/2021	FEDERAL EXPRESS	00487957	7-275-04519	MISC FIELD SHIPPING	Electric Utility	7.57
Total for Payment No.:						78.35

**Payment No: 649405**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SEOKHEE WON	00488993	77461-02 Utility Refund	UTILITY REFUND	General Fund	77.17
Total for Payment No.:						77.17

**Payment No: 649590**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ED JONES CO INC	00489130	47749	Sgt. Badge Refurbished	General Fund	74.95
Total for Payment No.:						74.95

**Payment No: 649178**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JOHN N HSUEH-MARTIN JR	00488073	1714FEB2021	FY20-21 TOOL REIMBURSEMENT	Fleet Operation Fund	73.46
Total for Payment No.:						73.46

**Payment No: 649313**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RAJESH PARANGI SHARAHALINGAPPA	00465000	13256-19 Utility Refund	UTILITY REFUND	General Fund	72.80
				Total for Payment No.:		72.80

**Payment No: 018637**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	MT TIRE SERVICE	00487864	15730	LABOR-V#3224 WO#129690	Fleet Operation Fund	35.00
02/26/2021	MT TIRE SERVICE	00487865	15731	LABOR-V#3365 WO#15731	Fleet Operation Fund	35.00
				Total for Payment No.:		70.00

**Payment No: 649213**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CRIME SCENE CLEANERS INC	00488519	76473	VEHICLE 3374	General Fund	70.00
				Total for Payment No.:		70.00

**Payment No: 649587**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CRIME SCENE CLEANERS INC	00489594	80232	VEHICLE #3302	General Fund	70.00
				Total for Payment No.:		70.00

**Payment No: 649370**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KYUIL CHO	00488895	13586-15 Utility Refund	UTILITY REFUND	General Fund	65.37
				Total for Payment No.:		65.37

**Payment No: 649399**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ROBERT HWANG	00488995	77823-05 Utility Refund	UTILITY REFUND	General Fund	64.78

Total for Payment No.: 64.78

**Payment No: 649373**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LEOBARDO ALMAGUER	00488968	67471-02 Utility Refund	UTILITY REFUND	General Fund	64.69
Total for Payment No.:						64.69

**Payment No: 649395**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PON CHEIRMARAJ SELVA S PANDIAN	00488908	21593-06 Utility Refund	UTILITY REFUND	General Fund	63.29
Total for Payment No.:						63.29

**Payment No: 649273**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	ROYAL BRASS INC	00487987	945560-001	BUSHINGS	Water Utility	39.98
03/05/2021	ROYAL BRASS INC	00488314	947337-001	PARTS-SHOP USE	Fleet Operation Fund	23.12
Total for Payment No.:						63.10

**Payment No: 649314**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SHANE KUBO	00488531	14148FEB2021	SAFETY BOOTS/CLOTH REIMB 2021	Electric Utility	61.67
Total for Payment No.:						61.67

**Payment No: 649404**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SEAN BRADY	00488978	72486-14 Utility Refund	UTILITY REFUND	General Fund	60.88
Total for Payment No.:						60.88

**Payment No: 649376**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LYNETTE KELLY	00488946	48665-04 Utility Refund	UTILITY REFUND	General Fund	58.91
				Total for Payment No.:		58.91

**Payment No: 649431**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	YAMIING YU	00488932	36549-03 Utility Refund	UTILITY REFUND	General Fund	58.77
				Total for Payment No.:		58.77

**Payment No: 649411**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SPANDAN CHATTERJEE	00488958	58852-22 Utility Refund	UTILITY REFUND	General Fund	57.45
				Total for Payment No.:		57.45

**Payment No: 649563**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	DEAN W RODRIGUEZ	00489446	PRCK#89735	REPLACE OUTDTD CK#89735	Payroll Liability&ClearingAcct	57.25
				Total for Payment No.:		57.25

**Payment No: 649375**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LIZA WARREN	00488892	13314-07 Utility Refund	UTILITY REFUND	General Fund	56.58
				Total for Payment No.:		56.58

**Payment No: 649181**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	PHIL ORR	00488691	9007FEB2021	REIMB BATTERIES FOR AGNEWS	Cemetery	55.68

Total for Payment No.: 55.68

**Payment No: 018776**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PELICAN SIGN SERVICE INC	00488805	62106	NAME BADGE - MAUN	General Fund	27.51
03/12/2021	PELICAN SIGN SERVICE INC	00488805	62106	NAME BADGE - WILDEROTTER	General Fund	27.51
Total for Payment No.:						55.02

**Payment No: 018829**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	IMPERIAL SPRINKLER SUPPLY INC	00488821	4515027-00	STRAW WADDLES	Sewer Utility	54.70
Total for Payment No.:						54.70

**Payment No: 649355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JOONGYEON CHO	00488886	12624-13 Utility Refund	UTILITY REFUND	General Fund	53.85
Total for Payment No.:						53.85

**Payment No: 649442**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	US TREASURY	00489267	02/21/21-03/06/21JO	WAGE ATTACHMENT B2105	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

**Payment No: 649089**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	US TREASURY	00488274	02/07/21-02/20/21JO	WAGE ATTACHMENT B2104	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

**Payment No: 649316**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	US TREASURY	00481723	10/18/20-10/31/20JO	WAGE ATTACHMENT B2023	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

**Payment No: 018764**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MCCAMPBELL ANALYTICAL INC	00489229	2102F15	Laboratory Services with McCam	Water Utility	24.00
03/12/2021	MCCAMPBELL ANALYTICAL INC	00489235	2102F16	Laboratory Services with McCam	Water Utility	24.00
Total for Payment No.:						48.00

**Payment No: 649323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ALVARO VEGA	00488929	34028-13 Utility Refund	UTILITY REFUND	General Fund	47.01
Total for Payment No.:						47.01

**Payment No: 649499**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MISSION VALLEY FORD TRUCK	00488492	753928	PARTS-V#3126	Fleet Operation Fund	46.41
Total for Payment No.:						46.41

**Payment No: 649402**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	RYAN PITMAN	00488912	22112-28 Utility Refund	UTILITY REFUND	General Fund	46.27
Total for Payment No.:						46.27

**Payment No: 018729**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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03/12/2021	BOUNDTREE MEDICAL LLC	00488714	83955991	MEDICAL SUPPLIES	General Fund	44.85
				Total for Payment No.:		44.85

**Payment No: 649588**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	D&M TRAFFIC SERVICES	00488815	76325	CONE SIGNS	Water Utility Construction	43.60
				Total for Payment No.:		43.60

**Payment No: 649365**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KENNETH JUSTO	00488934	38975-09 Utility Refund	UTILITY REFUND	General Fund	43.55
				Total for Payment No.:		43.55

**Payment No: 649385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MOHAMMAD ALNAJJAR	00488911	22082-10 Utility Refund	UTILITY REFUND	General Fund	43.44
				Total for Payment No.:		43.44

**Payment No: 649585**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	CONSOLIDATED PARTS INC	00488813	5065613	BUSS FUSE	Sewer Utility	42.51
				Total for Payment No.:		42.51

**Payment No: 649424**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TZU-SCENG HSU	00488955	57821-23 Utility Refund	UTILITY REFUND	General Fund	41.96
				Total for Payment No.:		41.96

**Payment No: 649569**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	ALHAMBRA & SIERRA SPRINGS	00489149	4973747 021921	WATER- OFFICE USE	Fleet Operation Fund	41.79
				Total for Payment No.:		41.79

**Payment No: 649423**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	THOMSON, RYAN	00488913	23539-13 Utility Refund	UTILITY REFUND	General Fund	40.54
				Total for Payment No.:		40.54

**Payment No: 649363**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KEITH HOWARD	00488977	72099-19 Utility Refund	UTILITY REFUND	General Fund	40.36
				Total for Payment No.:		40.36

**Payment No: 649174**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	CONRAD REYNOLDS	00488445	2299FEB2021	CAP REIMBURSE - FEBRUARY 2021	General Fund	40.00
				Total for Payment No.:		40.00

**Payment No: 649179**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	JOSEPH GARTNER III	00488444	17413FEB2021	CAP REIMBURSE - JANUARY 2021	General Fund	40.00
				Total for Payment No.:		40.00

**Payment No: 649082**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	RANDY KENT	00487697	35349FEB2021	CAP REIMBURSE- FEBRUARY 2021	General Fund	40.00

Total for Payment No.: 40.00

**Payment No: 649078**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	CONRAD REYNOLDS	00487696	02299JAN2021	CAP REIMBURSE - JANUARY 2021	General Fund	40.00
Total for Payment No.:						40.00

**Payment No: 649434**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	YUKOH HAMMURA	00488986	75449-06 Utility Refund	UTILITY REFUND	General Fund	39.65
Total for Payment No.:						39.65

**Payment No: 649409**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SHUANGLI QIN	00488890	13235-18 Utility Refund	UTILITY REFUND	General Fund	39.50
Total for Payment No.:						39.50

**Payment No: 649125**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	FIX AIR	00487766	3073195	STREET AC COMPRESSOR	General Fund	38.82
Total for Payment No.:						38.82

**Payment No: 649369**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KOHEI UEDA	00488947	49437-09 Utility Refund	UTILITY REFUND	General Fund	37.84
Total for Payment No.:						37.84

**Payment No: 649325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	BEN BAYLISS	00488976	71502-09 Utility Refund	UTILITY REFUND	General Fund	37.45
				Total for Payment No.:		37.45

**Payment No: 649319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	AHMED SHALBI	00488909	21904-19 Utility Refund	UTILITY REFUND	General Fund	37.43
				Total for Payment No.:		37.43

**Payment No: 649377**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MARTIN KARDASZ	00488987	75510-08 Utility Refund	UTILITY REFUND	General Fund	37.19
				Total for Payment No.:		37.19

**Payment No: 649494**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021		00489148	1514633	CHANGE ORDER #3: ADDITIONAL FU	General Fund	37.00
				Total for Payment No.:		37.00

**Payment No: 649420**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	TANGLUNG CHEUNG	00488991	76436-03 Utility Refund	UTILITY REFUND	General Fund	36.15
				Total for Payment No.:		36.15

**Payment No: 649474**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FEDERAL EXPRESS	00488726	7-275-49345	DVR MISC SHIPPING	Electric Utility	35.62
				Total for Payment No.:		35.62

**Payment No: 018609**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	BRUCE BARTON PUMP SERVICE INC	00488004	0106100-IN	PD HOT WATER PUMP	General Fund	35.40
				Total for Payment No.:		35.40

**Payment No: 649358**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	KANAKA KOPPARTI SATYA VENKATA	00488887	12782-22 Utility Refund	UTILITY REFUND	General Fund	35.15
				Total for Payment No.:		35.15

**Payment No: 649328**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	BLUESKY RESTORATION CONTRACTORS LLC	00488896	15439-02 Utility Refund	UTILITY REFUND	General Fund	34.08
				Total for Payment No.:		34.08

**Payment No: 649394**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	PATRICK JOSEPH CHUA	00488985	75329-04 Utility Refund	UTILITY REFUND	General Fund	33.40
				Total for Payment No.:		33.40

**Payment No: 649403**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SARAH MEJIA	00488954	57365-12 Utility Refund	UTILITY REFUND	General Fund	33.15
				Total for Payment No.:		33.15

**Payment No: 649426**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	VASCO SARRAO	00488926	28937-08 Utility Refund	UTILITY REFUND	General Fund	32.81

Total for Payment No.: 32.81

**Payment No: 649334**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	DAN HILL	00488970	69870-07 Utility Refund	UTILITY REFUND	General Fund	32.78
Total for Payment No.:						32.78

**Payment No: 649538**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SUNNYVALE FORD	00488643	181968	PARTS-V#3535	Fleet Operation Fund	32.11
Total for Payment No.:						32.11

**Payment No: 649412**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	STEVE HAYES	00488949	53829-01 Utility Refund	UTILITY REFUND	General Fund	31.37
Total for Payment No.:						31.37

**Payment No: 649539**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SYNERGETIC CONSULTING INC	00486333	19-0609	TIDEMARK PROGRAMMING 8/2019	General Fund	31.25
Total for Payment No.:						31.25

**Payment No: 649114**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	CONLEFF PLUMBING SUPPLY CO	00488045	193553	PLUMBING SUPPLIES	General Fund	30.16
Total for Payment No.:						30.16

**Payment No: 649247**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LINDA HUYNH	00488334	700780	EBIKE REBATE; 71370-03 2580 HO	Electric Utility	30.00
				Total for Payment No.:		30.00

**Payment No: 649244**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	LAWSON PRODUCTS, INC	00488306	9308229709	PARTS-SHOP USE	Fleet Operation Fund	28.74
				Total for Payment No.:		28.74

**Payment No: 649429**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	XIAOLONG WANG	00488990	75718-06 Utility Refund	UTILITY REFUND	General Fund	28.31
				Total for Payment No.:		28.31

**Payment No: 649346**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	GOURAV AGARWAL	00488992	76826-03 Utility Refund	UTILITY REFUND	General Fund	27.17
				Total for Payment No.:		27.17

**Payment No: 649485**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	ICONIX WATERWORKS (US) INC	00488576	U2116006878	GALV BELL REDUCER	General Fund	27.04
				Total for Payment No.:		27.04

**Payment No: 018613**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	COMCAST	00487700	1/27/21AC8155100091701 239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	26.74
				Total for Payment No.:		26.74

**Payment No: 649337**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	DEREK LEE	00488956	58056-05 Utility Refund	UTILITY REFUND	General Fund	26.02
				Total for Payment No.:		26.02

**Payment No: 018780**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	PG&E	00488745	8978316890-2 FEB2021	2021 JAN 700 LOS ESTEROS SJTP	Sewer Utility	25.78
				Total for Payment No.:		25.78

**Payment No: 649341**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	FATIMA RIOS AVELLANEDA	00488997	78768-02 Utility Refund	UTILITY REFUND	General Fund	24.46
				Total for Payment No.:		24.46

**Payment No: 649416**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SWAPNIL BHAVE	00488889	13074-18 Utility Refund	UTILITY REFUND	General Fund	23.57
				Total for Payment No.:		23.57

**Payment No: 649400**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	RON CATA CUTAN	00488998	79457-02 Utility Refund	UTILITY REFUND	General Fund	22.53
				Total for Payment No.:		22.53

**Payment No: 649396**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	PRARTHANA POKHAREL	00488907	21407-09 Utility Refund	UTILITY REFUND	General Fund	22.22



Total for Payment No.: 22.22

**Payment No: 649422**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	THOMAS GOODSON	00488980	72954-03 Utility Refund	UTILITY REFUND	General Fund	21.87
Total for Payment No.:						21.87

**Payment No: 649406**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SHANMUGAM, KARTHIKEYAN	00488950	54002-09 Utility Refund	UTILITY REFUND	General Fund	21.43
Total for Payment No.:						21.43

**Payment No: 649603**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	KALLCENTS	00488736	E42516022821	Monthly Q-Card	General Fund	20.66
Total for Payment No.:						20.66

**Payment No: 649388**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	NABI SHAIK	00488951	56308-32 Utility Refund	UTILITY REFUND	General Fund	20.61
Total for Payment No.:						20.61

**Payment No: 649415**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SUSAN TRAN	00488910	21921-27 Utility Refund	UTILITY REFUND	General Fund	20.14
Total for Payment No.:						20.14

**Payment No: 649185**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	SANTA CLARA CO CLERK-RECORDER	00488536	2432FEB2021	RECORD LEGAL DOC NCIP#10301	H.U.D Capital Projects	20.00
				Total for Payment No.:		20.00

**Payment No: 649392**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PANKAJ BC	00489000	80138-02 Utility Refund	UTILITY REFUND	General Fund	19.16
				Total for Payment No.:		19.16

**Payment No: 649371**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LARISA DASHUT	00488953	56872-13 Utility Refund	UTILITY REFUND	General Fund	18.04
				Total for Payment No.:		18.04

**Payment No: 649384**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MIN DU	00489002	80604-02 Utility Refund	UTILITY REFUND	General Fund	17.88
				Total for Payment No.:		17.88

**Payment No: 649383**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MIKAEL VIERGE	00488885	12612-17 Utility Refund	UTILITY REFUND	General Fund	17.76
				Total for Payment No.:		17.76

**Payment No: 649381**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	MEHTAB MANN	00488893	13387-22 Utility Refund	UTILITY REFUND	General Fund	17.52
				Total for Payment No.:		17.52

**Payment No: 649366**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	KEYSTONE AUTO REPAIR	00488919	25330-02 Utility Refund	UTILITY REFUND	General Fund	17.35
				Total for Payment No.:		17.35

**Payment No: 649308**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	CHANG YEE	00482243	44003-14 Utility Refund	UTILITY REFUND	General Fund	17.07
				Total for Payment No.:		17.07

**Payment No: 649562**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/19/2021	CAROLINE CHEN	00464286	31969FEB2020	REIMB-FENTANYL SAFETY COURSE	General Fund	17.00
				Total for Payment No.:		17.00

**Payment No: 649320**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	AIMER BHAT	00488930	34305-14 Utility Refund	UTILITY REFUND	General Fund	15.47
				Total for Payment No.:		15.47

**Payment No: 649361**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	KATHERINE SUN	00488904	20079-27 Utility Refund	UTILITY REFUND	General Fund	12.86
				Total for Payment No.:		12.86

**Payment No: 649104**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
02/26/2021	BAKER DISTRIBUTING COMPANY LLC	00488003	BT77620	STREET COMPRESSOR	General Fund	12.82

Total for Payment No.: 12.82

**Payment No: 649372**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	LAVAKUMAR SANGEETAM	00488937	44389-21 Utility Refund	UTILITY REFUND	General Fund	11.14
Total for Payment No.:						11.14

**Payment No: 649349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	HERSI HUSSEIN	00488969	67545-08 Utility Refund	UTILITY REFUND	General Fund	10.14
Total for Payment No.:						10.14

**Payment No: 649554**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	VERIZON WIRELESS	00488454	9874052965	FIRE - STADIUM WIRELESS	General Fund	10.02
Total for Payment No.:						10.02

**Payment No: 649546**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UNITED PARCEL SERVICE	00489025	00009882E5091A	DELIVERY CHARGES AUTO	Fleet Operation Fund	9.58
Total for Payment No.:						9.58

**Payment No: 649425**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	UROS OBRADOVIC	00488988	75529-04 Utility Refund	UTILITY REFUND	General Fund	9.23
Total for Payment No.:						9.23

**Payment No: 018643**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
02/26/2021	PG&E	00487871	3931013954-6 FEB2021A	ELEC SVC GRIZL COMPT JAN2021	Electric Utility	9.20
				Total for Payment No.:		9.20

**Payment No: 649342**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	FELIPE ZAMORA CANAS	00489001	80266-02 Utility Refund	UTILITY REFUND	General Fund	9.07
				Total for Payment No.:		9.07

**Payment No: 649356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	JUNG-SUK LEE	00488973	70247-11 Utility Refund	UTILITY REFUND	General Fund	9.05
				Total for Payment No.:		9.05

**Payment No: 649393**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	PARISA POURATTAR	00488888	12790-26 Utility Refund	UTILITY REFUND	General Fund	8.67
				Total for Payment No.:		8.67

**Payment No: 649413**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	SUMIT DORLE	00488891	13238-30 Utility Refund	UTILITY REFUND	General Fund	8.59
				Total for Payment No.:		8.59

**Payment No: 649367**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KIEN NGYUEN	00488927	31486-20 Utility Refund	UTILITY REFUND	General Fund	8.05
				Total for Payment No.:		8.05

**Payment No: 649390**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	NATALIE ROSS	00488996	77855-04 Utility Refund	UTILITY REFUND	General Fund	7.01
				Total for Payment No.:		7.01

**Payment No: 649407**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	SHARANYA SARVOTHAMAVHAT	00488906	21068-10 Utility Refund	UTILITY REFUND	General Fund	6.97
				Total for Payment No.:		6.97

**Payment No: 649322**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	ALEX PLANT	00488918	24987-17 Utility Refund	UTILITY REFUND	General Fund	6.90
				Total for Payment No.:		6.90

**Payment No: 649331**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	BURKE, CHRIS	00488982	74426-03 Utility Refund	UTILITY REFUND	General Fund	6.65
				Total for Payment No.:		6.65

**Payment No: 649357**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	KAMALESH DAS	00488936	43468-13 Utility Refund	UTILITY REFUND	General Fund	6.37
				Total for Payment No.:		6.37

**Payment No: 649428**

<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
03/12/2021	WEI WEI	00488957	58671-23 Utility Refund	UTILITY REFUND	General Fund	6.11

Total for Payment No.: 6.11

**Payment No: 649391**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	OM JAGDISH BATHIJA	00488922	27236-26 Utility Refund	UTILITY REFUND	General Fund	5.53
Total for Payment No.:						5.53

**Payment No: 649338**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	DHRUBAJYOTI CHAKRABORTY	00488942	46938-24 Utility Refund	UTILITY REFUND	General Fund	5.52
Total for Payment No.:						5.52

**Payment No: 649228**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/05/2021	FLEETPRIDE, INC.	00488052	68349856	PARTS-V#2902	Fleet Operation Fund	5.25
Total for Payment No.:						5.25

**Payment No: 649596**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	FRONTIER FORD	00489217	651627	PARTS-V#3333	Fleet Operation Fund	5.10
Total for Payment No.:						5.10

**Payment No: 649359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/12/2021	KAPIL VYAS	00488961	61066-10 Utility Refund	UTILITY REFUND	General Fund	5.06
Total for Payment No.:						5.06

**Payment No: 018821**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/19/2021	FASTENAL CO	00488818	CASA667028	FASTENERS	Sewer Utility	2.38
				Total for Payment No.:		2.38
				Overall Total	45,789,759.64	





## Agenda Report

21-484

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on Monthly Financial Status and Investment Reports for February 2021 and Approve 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 February 2021 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 February 28, 2021. 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 58.3% through February 2021. Excluding transfers that occur at the beginning of the year, this figure drops to 50.2% of the General Fund revenues received through February. 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. Based on current trends, revenue is expected to end the year below budget by \$25+ million due to these COVID-19 impacts, with the largest impact to the Transient Occupancy Tax category. On March 9, 2021, the City Council approved budget actions that reduced the FY 2020/21 revenue estimates by \$17.3 million, addressing the majority of the lower anticipated collections. Additional revenue adjustments may be brought forward at year end. These adjustments are expected to be offset by expenditure savings and, if necessary, the Budget Stabilization Reserve and/or Federal Stimulus funding.

As shown in Attachment 1, General Fund expenditures were at 60% of budget through February 28, 2021. Excluding transfers, this figure drops to 56.7% expended, which is below the par level of 66.7%. 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. All departments are tracking at or below budget through February and year-end savings are expected to be generated. As part of the March 9, 2021 budget balancing actions, expenditure reductions were brought forward to offset \$17.3 million of the lower revenue collections. Additional savings are expected by year end based on current trends.

Total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 58.4% of the budget. Total Enterprise Fund expenses were at 55.4% through February. Total revenue for Special Revenue Funds (Housing funds) were at 10.3% of the budget, while total expenditures were at 6.7% of budget.

In the month of February, the City received donations of \$11,153, bringing the year-to-date total to \$88,504. 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 experienced a significant decline. Economic conditions, however, have started to improve. According to the March 2021 UCLA Anderson Forecast, robust economic growth and recovery is expected in 2021, following the worst economic decline in the last 60 years.

On a national level, the unemployment rate remains high at 6.2% in February 2021. This rate, however, was well below the record setting high of 14.7% in April 2020 and below the peak reached during the last recession a decade ago, when unemployment briefly hit 10%. In the fourth quarter 2020 advance estimate, the Gross Domestic Product (GDP) increased by approximately 4.1%, following a 33.4% increase in the GDP in the third quarter 2020. While there was significant improvement in the last two quarters, real GDP for the fourth quarter 2020 remains 2.4% 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 5.4% in February, down from a revised 5.8% in January 2021, but significantly higher than the February 2020 level of 2.6%.

While economic conditions have started to improve, Santa Clara's General Fund revenues have been significantly impacted this fiscal year and this impact is expected to continue over the longer term as certain sectors take time to recover. 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 were approved on March 9, 2021, but further adjustments may be necessary at year-end. Discussion of the COVID-19 impacts and the General Fund performance is included in Attachment 1.

#### Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of February 28, 2021 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 February 2021 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 1.41%.

### 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, an adjustment in the Housing Successor Agency Fund is recommended to correct a previous amendment recognizing developer contributions. These developer contributions should be recognized in the City Affordable Housing Fund, and an associated adjustment in that fund is also included in the attachment. An amendment recognizing a grant in the Library Grant Operating Trust Fund is recommended to provide funding for the Dia De Los Ninos program. There is also an amendment included to appropriate funds in the Special Liability Insurance Fund from the Reserve for Future Claims, to make a payment required by the City's insurance contract, in satisfaction of the City's self-insured retention obligation on claims matters. In the Electric Utility Fund and Electric Grant Operating Trust Fund, amendments are included to account for the Financial Rate Assistance Program discount, and in the Water and Sewer Utility funds, the transfers of funding to the Annual Maintenance and Rehabilitation project in the Streets and Highways Capital Fund are recommended.

<b>Net Budget Change – FY 2020/21 Budget Amendments</b>		
<b>Fund</b>	<b>Source of Funds</b>	<b>Use of Funds</b>
City Affordable Housing Fund	\$6,000,000	\$6,000,000
Electric Utility Fund	\$287,301	\$287,301
Electric Grant Operating Trust Fund	\$0	\$0
Library Grant Operating Trust Fund	\$1,500	\$1,500
Housing Successor Agency Fund	(\$6,000,000)	(\$6,000,000)
Sewer Utility Fund	\$0	\$0
Special Liability Insurance Fund	\$0	\$0
Streets and Highways Capital Fund	\$242,887	\$242,887
Water Utility Fund	\$0	\$0
<b>Total Net Budget Change</b>	<b>\$531,688</b>	<b>\$531,688</b>

### 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

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and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>>.

### RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for February 2021 as Presented and Approve Related Budget Amendments in various funds requiring five affirmative votes and consistent with City Charter Section 1305, "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," as noted for each individual item in Attachment 3.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Monthly Financial Status Report February 2021
2. Monthly Investment Report February 2021
3. FY 2020/21 Budget Amendments



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

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# **MONTHLY FINANCIAL STATUS REPORT**

**February 2021**

This report summarizes the City's financial performance for the month ended February 28, 2021. 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 \$301.2 million to reflect carryover appropriations from fiscal year 2019/20 and various budget amendments approved by the City Council through February 2021.

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 several months of additional data and the continued implementation of COVID-19 safety precautions, further downward adjustments of \$25+ million are expected to be necessary. On March 9, 2021, the City Council approved budget actions that reduced the FY 2020/21 revenue estimates by \$17.3 million, addressing the majority of the lower anticipated collections. Additional revenue adjustments may be brought forward at year end. These adjustments are expected to be offset by expenditure savings and, if necessary, the Budget Stabilization Reserve and/or Federal Stimulus funding.

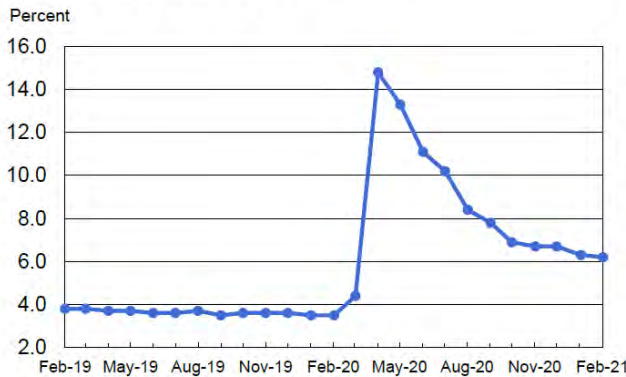
Through February, departmental expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures. Some departments have also significantly changed their operations to comply with the COVID-19 safety measures. As part of the March 9, 2021 budget balancing actions, expenditure savings were brought forward to offset \$17.3 million of the lower revenue collections. Additional savings are expected by year end based on current trends.

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 been negatively impacted. However, this impact has been uneven, with a much more significant impact on low-wage workers and certain business sectors, such as leisure and hospitality, retail, and restaurants. Over the last several months, economic activity has improved from the severe drop off experienced in spring 2020, as reflected in the economic indicators.

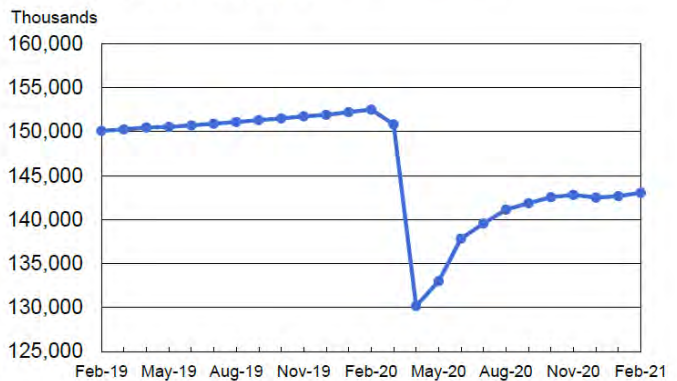
On a national level, the unemployment rate remained unchanged at 6.2% in February 2021. This rate was well below the record setting high of 14.7% in April 2020 but is still significantly higher than the February 2020 level of 3.5%. In February, the number of unemployed persons fell slightly to 10.0

million. While the improvements in the labor market continue to reflect the resumption of activity that had been curtailed due to COVID-19, the pace of improvement has moderated in recent months.<sup>1</sup>

**Chart 1. Unemployment rate, seasonally adjusted, February 2019 – February 2021**



**Chart 2. Nonfarm payroll employment, seasonally adjusted, February 2019 – February 2021**



In the fourth quarter 2020 advance estimate, the Gross Domestic Product (GDP) increased by 4.1%, following a GDP increase of 33.4% in the third quarter 2020. The estimated increase in the fourth 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 fourth quarter 2020 remains 2.4% below the level experienced in the fourth quarter of 2019.<sup>2</sup>

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 dropped to 8.5% by February 2021. This is a 0.5% decrease in the unemployment compared to January 2021. With the slight decrease in the unemployment rate between January and February, California has now regained nearly 39% of the 2.7 million jobs lost due to COVID-19 in March and April 2020.<sup>3</sup>

As shown in the chart below, the unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 5.4% in February 2021, down from a revised 5.8% in January 2021 but significantly higher than the February 2020 level of 2.6%. Between February 2020 and February 2021, employment in this region dropped by 102,300 jobs, or 8.8%.<sup>4</sup> The largest drops were in leisure and hospitality (down 45,700 jobs), private educational and health services (down 16,400 jobs), and government (down 8,400 jobs).

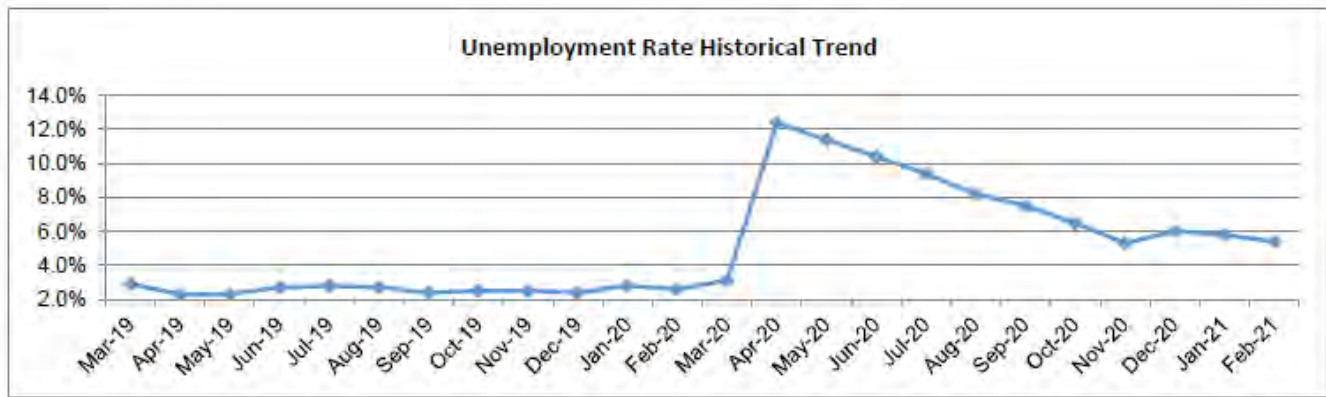
<sup>1</sup> <https://www.bls.gov/news.release/pdf/empsit.pdf>

<sup>2</sup> [https://www.bea.gov/sites/default/files/2021-02/tech4q20\\_2nd.pdf](https://www.bea.gov/sites/default/files/2021-02/tech4q20_2nd.pdf)

<sup>3</sup> <https://www.edd.ca.gov/newsroom/unemployment-february-2021.htm>

<sup>4</sup> [https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

Chart 3: San José-Sunnyvale-Santa Clara Metropolitan Statistical Area Unemployment Rate



Economic conditions are expected to improve in 2021. According to the March 2021 UCLA Anderson Forecast, robust economic growth and recovery is expected in 2021, following the worst economic decline in the last 60 years. This growth is expected to be driven by “a partial release of pent-up savings, a resumption of services consumption back to previous trends, and a robust housing sector. Offsetting some of this growth is a return of above-average consumption of goods to prior trends. During the pandemic, Americans consumed more goods and fewer services. We expect these patterns to reverse as the pandemic wanes and the economy fully reopens.”<sup>5</sup> Staff will continue to monitor economic conditions and its impact on the City’s performance.

While economic conditions have started to improve, Santa Clara’s General Fund revenues have been significantly impacted this fiscal year and this impact is expected to continue over the longer term as certain sectors take time to recover. 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. As discussed above, additional downward revenue adjustments of \$17.3 million were approved on March 9, 2021, and further adjustments may be necessary at year-end.

The City currently has \$57.7 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 through the remainder of the year and provide updates as part of future Monthly Financial Reports. There are other General Fund Reserves that amount to \$36.7 million, but these reserves are designated for specific purposes. These reserves can be used by an act of Council.

<sup>5</sup> ULCA Anderson Forecast for the Nation and California, March 2021 Report



### General Fund Revenues

As of February 28, 2021, \$126.6 million or 50.2% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$48.9 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 02/28/2021	Percentage Received	Actual Through 02/29/2020	Change From Prior Year	Percentage Change
<b>TAXES</b>							
Sales Tax	\$ 55,600,000	\$ 55,600,000	\$ 28,813,019	51.82%	\$ 30,903,475	\$ (2,090,456)	-6.76%
Property Tax	66,982,000	66,982,000	34,594,415	51.65%	34,283,440	310,975	0.91%
Transient Occupancy Tax	17,625,000	17,625,000	1,496,646	8.49%	11,896,879	(10,400,233)	-87.42%
Other Taxes	5,938,000	5,938,000	2,684,909	45.22%	2,756,983	(72,074)	-2.61%
<b>Total Taxes</b>	<b>146,145,000</b>	<b>146,145,000</b>	<b>67,588,989</b>	<b>46.25%</b>	<b>79,840,777</b>	<b>(12,251,788)</b>	<b>-15.35%</b>
<b>LICENSES &amp; PERMITS</b>							
Business Licenses	934,000	934,000	558,470	59.79%	569,188	(10,718)	-1.88%
Fire Operation Permits	2,375,000	2,375,000	1,182,896	49.81%	1,395,195	(212,299)	-15.22%
Building Permits	5,700,000	5,700,000	4,569,289	80.16%	3,894,621	674,668	17.32%
Electric Permits	475,000	475,000	863,707	181.83%	435,604	428,103	98.28%
Plumbing Permits	428,000	428,000	592,038	138.33%	382,497	209,541	54.78%
Mechanical Permits	380,000	380,000	675,227	177.69%	316,236	358,991	113.52%
Miscellaneous Permits	92,000	92,000	44,479	48.35%	46,054	(1,575)	-3.42%
<b>Total Licenses &amp; Permits</b>	<b>10,384,000</b>	<b>10,384,000</b>	<b>8,486,106</b>	<b>81.72%</b>	<b>7,039,395</b>	<b>1,446,711</b>	<b>20.55%</b>
<b>FINES &amp; PENALTIES</b>	<b>1,570,000</b>	<b>1,570,000</b>	<b>236,467</b>	<b>15.06%</b>	<b>964,816</b>	<b>(728,349)</b>	<b>-75.49%</b>
<b>INTERGOVERNMENTAL</b>	<b>226,000</b>	<b>226,000</b>	<b>704,439</b>	<b>311.70%</b>	<b>5,640,695</b>	<b>(4,936,256)</b>	<b>-87.51%</b>
<b>CHARGES FOR SERVICES</b>	<b>37,174,855</b>	<b>37,174,855</b>	<b>20,885,087</b>	<b>56.18%</b>	<b>24,792,920</b>	<b>(3,907,833)</b>	<b>-15.76%</b>
<b>CONTRIBUTION IN LIEU</b>	<b>23,699,830</b>	<b>23,699,830</b>	<b>16,228,990</b>	<b>68.48%</b>	<b>16,222,183</b>	<b>6,807</b>	<b>0.04%</b>
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest	5,246,000	5,501,000	881,943	16.03%	2,073,543	(1,191,600)	-57.47%
Rent	9,407,909	9,407,909	5,605,124	59.58%	5,957,798	(352,674)	-5.92%
<b>Total Use of Money &amp; Property</b>	<b>14,653,909</b>	<b>14,908,909</b>	<b>6,487,067</b>	<b>43.51%</b>	<b>8,031,341</b>	<b>(1,544,274)</b>	<b>-19.23%</b>
<b>MISCELLANEOUS REVENUES</b>	<b>350,000</b>	<b>4,337,922</b>	<b>4,219,085</b>	<b>97.26%</b>	<b>1,136,037</b>	<b>3,083,048</b>	<b>271.39%</b>
<b>LAND PROCEED</b>	<b>-</b>	<b>4,050,000</b>	<b>-</b>	<b>0.00%</b>	<b>164,606</b>	<b>(164,606)</b>	<b>-100.00%</b>
<b>OTHER FINANCING SOURCES</b>							
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	39,468,333	39,468,333	100.00%	13,685,582	25,782,751	188.39%
Operating Transfer In - Fund Balances <sup>(2)</sup>	-	4,273,692	4,273,692	100.00%	5,338,670	(1,064,978)	-19.95%
Operating Transfer In - Miscellaneous	2,527,419	3,747,419	3,747,419	100.00%	1,736,115	2,011,304	115.85%
<b>Total Other Financing Sources</b>	<b>42,939,502</b>	<b>48,949,444</b>	<b>48,949,444</b>	<b>100.00%</b>	<b>22,158,512</b>	<b>26,790,932</b>	<b>120.91%</b>
<b>STADIUM OPERATION</b>							
Charges for Services	9,102,263	9,102,263	1,743,327	19.15%	4,964,269	(3,220,942)	-64.88%
Rent and Licensing	647,500	647,500	-	0.00%	627,820	(627,820)	-100.00%
<b>Total Stadium Operation</b>	<b>9,749,763</b>	<b>9,749,763</b>	<b>1,743,327</b>	<b>17.88%</b>	<b>5,592,089</b>	<b>(3,848,762)</b>	<b>-68.83%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 286,892,859</b>	<b>\$ 301,195,723</b>	<b>\$ 175,529,002</b>	<b>58.28%</b>	<b>\$ 171,583,372</b>	<b>\$ 3,945,630</b>	<b>2.30%</b>

(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 16.4% 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 \$25+ 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 February 28, 2021, \$28.8 million has been collected. This reflects lower collections than through the same period last fiscal year by \$2.1 million (down 6.7%). Following a decline of 15.4% in the second quarter 2020, cash receipts were down 6.4% in the third quarter 2020 and 7.4% in the fourth quarter 2020. The third quarter performance, however, included a large positive adjustment for periods prior to 2020. Without that adjustment, receipts would have dropped almost 15% in that quarter. In the fourth quarter, the local business activity was down 15.7% while the Countywide pool was up 11.5%. In the fourth quarter 2020, all economic sectors experienced declines when compared to the fourth quarter 2019. These quarterly declines by sector were as follows: Food Products (down 37.5%), General Retail (down 23.0%), Construction (down 17.0%), Transportation (down 11.3%), and Business to Business (down 7.8%). Based on lower actual collections and the continuation of the COVID-19 safety precautions, it is anticipated that revenues may fall below the budgeted estimate of \$55.6 million by approximately \$1 million.

**Property Tax:** Property tax receipts totaled \$34.6 million through February, which is slightly above collections through the same period last year. The majority of property tax revenue is collected in February and April each year. Based on the latest estimates from the County of Santa Clara, property tax receipts are estimated to total \$66.9 million, which is within 0.1% of the budgeted estimate of \$67.0 million. This estimate includes excess Education Revenue Augmentation Fund (ERAF) revenue of \$3.3 million and reflects the latest information from the County. 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. In February, the County received high-level Excess ERAF calculation guidance from the State Controller's Office (SCO). The County, together with other Excess ERAF counties, is waiting for further clarification and confirmation from the SCO on certain items. The estimated property Tax receipts would have exceeded the budgeted estimate if the City's receipts had not 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 February, \$1.5 million has been received in this category, which is down 87% from the \$11.9 million received through the same period last fiscal year. TOT has been impacted severely by COVID-19. Based on the extremely low collection level, the

revenue estimate was adjusted downwards by \$14.0 million to \$3.6 million on March 9, 2021 as part of the budget rebalancing actions.

**Other Taxes:** Includes franchise tax and documentary transfer tax. The City has collected \$2.7 million through February, which is approximately 45.2% of the budgeted estimate of \$5.9 million. Overall, receipts are tracking slightly below the prior year collection level of \$2.8 million. While documentary transfer tax collections are tracking higher than prior year levels, franchise tax collections are lower than through the same period last fiscal year. With growth of 1.5% needed in this category to meet the budgeted estimate, receipts may end the year slightly below budget if current collection trends continue.

**Licenses & Permits:** Includes business licenses, building permits, and other building and planning permits and fees. Overall, licenses and permits revenue collections are tracking well above par with receipts totaling \$8.5 million, or 81.7% 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 February of \$0.2 million is lower than the prior year actual collection level of \$0.9 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 well below the budgeted estimate of \$1.6 million. As part of the budget rebalancing actions, this revenue estimate was reduced by \$0.3 million to \$1.3 million on March 9, 2021. Receipts, however, are tracking to end the year below this revised estimate and further downward adjustments may be necessary at year-end.

**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 February 28, 2021, approximately \$0.7 million has been collected, which exceeds the budgeted estimate of \$0.2 million. The collections through February reflect a portion of mutual aid reimbursement received for the Fire Department. This collection level is well below the prior fiscal year level of \$5.6 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 February 28, 2021, collections totaled approximately \$19.1 million or 51.4% of the budget. This reflects a 22.8% decrease compared to last year's collections through the same period of \$24.8 million, particularly in the plan check and sign fees, planning and zoning fees, engineering fees, fire construction permits, interdepartmental services, and miscellaneous charges for services (includes parks and recreation fees). As a result of the COVID-19 safety precautions, the revenues from various recreational activities are expected to fall well below the budget. As part of the budget rebalancing

actions, a downward adjustment to this revenue category of \$2.2 million was approved on March 9, 2021.

**Contribution in Lieu:** In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues for services rendered. These revenues provide funding for general government services such as public safety, public works, parks and recreation, library, and administration. Through February, \$16.2 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.

**Use of Money & Property:** Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$6.5 million, or 43.7% of the budget. The collections through February are below the prior year collections of \$8.0 million, primarily as a result of lower interest earnings due to lower interest yields and prior year accruals.

**Miscellaneous Revenues:** Includes developer fees, donations, damage recovery, sale of scrap, and one-time miscellaneous revenues. Through February, collections of \$4.2 million are almost at the budgeted level of \$4.3 million. This collection level is significantly higher than collections through the same period last fiscal year due to the receipt of one-time funds this year. Finance staff identified various special assessment district funds with remaining balances. On October 13, 2020, the City Council approved the resolution to treat the remaining balances in these special assessment district funds as unclaimed funds. The significant increase in collections was the result of the recognition of these unclaimed funds.

**Stadium Operation:** The revenue for Stadium Operations totaled approximately \$1.7 million through February 28, 2021, 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.

### General Fund Expenditures

As of February 28, 2021, \$180.7 million or 60% of the General Fund operating budget was expended. Overall, expenditures are tracking below the par level through February of 66.7%. This reflects savings in the departmental and stadium authority categories, while the transfer category is fully expended as all transfers are booked early in the year. Departmental expenditures totaled \$149.7 million, or 56.7% of the budget, and Stadium expenditures totaled \$1.1 million, or only 15.3% 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 and help offset the lower General Fund revenues. Downward expenditure adjustments of \$17.3 million were approved on March 9, 2021 as part of the budget rebalancing actions. Additional savings above this amount are expected by year end.

#### 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 02/28/2021	Percentage Used	Actual Through 02/29/2020	Change From Prior Year	Percentage Change
<b>GENERAL GOVERNMENT</b>							
Non-Departmental	\$ 7,849,688	\$ 12,295,532	\$ 2,505,516	20.38%	\$ 2,562,592	\$ (57,076)	-2.23%
City Council	834,241	884,241	478,172	54.08%	606,568	(128,396)	-21.17%
City Clerk	2,070,555	2,091,412	1,256,461	60.08%	808,783	447,678	55.35%
City Manager	6,125,034	6,550,938	3,369,779	51.44%	3,601,323	(231,544)	-6.43%
City Attorney	2,716,125	2,730,674	1,443,326	52.86%	1,382,576	60,750	4.39%
Human Resources	4,477,933	4,745,273	2,055,901	43.33%	2,520,641	(464,740)	-18.44%
Finance	17,456,419	17,959,742	9,996,420	55.66%	9,380,682	615,738	6.56%
<b>Total General Government</b>	<b>41,529,995</b>	<b>47,257,812</b>	<b>21,105,575</b>	<b>44.66%</b>	<b>20,863,165</b>	<b>242,410</b>	<b>1.16%</b>
<b>PUBLIC WORKS</b>	<b>24,287,567</b>	<b>25,093,684</b>	<b>14,849,563</b>	<b>59.18%</b>	<b>15,398,062</b>	<b>(548,499)</b>	<b>-3.56%</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>17,233,763</b>	<b>18,680,674</b>	<b>9,139,361</b>	<b>48.92%</b>	<b>8,986,366</b>	<b>152,995</b>	<b>1.70%</b>
<b>PARKS AND RECREATION</b>	<b>22,987,124</b>	<b>23,738,192</b>	<b>11,034,359</b>	<b>46.48%</b>	<b>14,078,684</b>	<b>(3,044,325)</b>	<b>-21.62%</b>
<b>PUBLIC SAFETY</b>							
Fire	58,731,539	59,194,989	38,917,864	65.75%	37,013,923	1,903,941	5.14%
Police	78,033,073	78,118,360	49,082,442	62.83%	49,210,101	(127,659)	-0.26%
<b>Total Public Safety</b>	<b>136,764,612</b>	<b>137,313,349</b>	<b>88,000,306</b>	<b>64.09%</b>	<b>86,224,024</b>	<b>1,776,282</b>	<b>2.06%</b>
<b>LIBRARY</b>	<b>11,905,848</b>	<b>11,968,930</b>	<b>5,611,063</b>	<b>46.88%</b>	<b>6,965,300</b>	<b>(1,354,237)</b>	<b>-19.44%</b>
<b>DEPARTMENTAL TOTAL</b>	<b>254,708,909</b>	<b>264,052,641</b>	<b>149,740,227</b>	<b>56.71%</b>	<b>152,515,601</b>	<b>(2,775,374)</b>	<b>-1.82%</b>
<b>OTHER FINANCING USES</b>							
Operating Transfer Out - Miscellaneous	10,445	1,014,286	1,014,286	100.00%	428,445	585,841	136.74%
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	926,920	926,920	100.00%	917,331	9,589	1.05%
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%	11,643,673	8,034,999	69.01%
Operating Transfer Out - Reserves	924,654	4,933,085	4,933,085	100.00%	863,660	4,069,425	471.18%
<b>Total Other Financing Uses</b>	<b>24,876,813</b>	<b>29,825,076</b>	<b>29,825,076</b>	<b>100.00%</b>	<b>16,267,073</b>	<b>13,558,003</b>	<b>83.35%</b>
<b>STADIUM OPERATION</b>	<b>7,307,137</b>	<b>7,318,006</b>	<b>1,122,098</b>	<b>15.33%</b>	<b>5,787,560</b>	<b>(4,665,462)</b>	<b>-80.61%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 286,892,859</b>	<b>\$ 301,195,723</b>	<b>\$ 180,687,401</b>	<b>59.99%</b>	<b>\$ 174,570,234</b>	<b>\$ 6,117,167</b>	<b>3.50%</b>

### 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 February, expenditures totaled \$2.5 million, or 20.3% of the budget. Lower expenditures are primarily attributable to the materials, services, and supplies category, which includes contractual services, operating supplies, and advertising. This category also includes funding of \$4.1 million that was carried over from FY 2019/20 for a developer loan associated with the construction of an affordable housing project. This loan payment has not yet occurred.

**City Council:** Through February, expenditures totaled \$0.5 million, or 54.8% of budget, which is below par. Compared to the same period through last fiscal year, this reflects a spending decrease of approximately 21% 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 February were at 51.4% of the budget, which is below par for this time of the year. Expenditures are slightly lower compared with the spending level through the same period last fiscal year.

**City Attorney:** Actual expenditures through February totaled \$1.4 million, which is 52.9% of the budget, which is below par. Spending is slightly above the total expenditures through the same time last fiscal year by 4.3% due to one additional position approved by the City Council for FY 2020/21.

**City Clerk:** Through February, actual expenditures were tracking below budget at \$1.2 million or approximately 55.8% of the budget. This reflects an increase of 63.7% 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 as well as the general election costs.

**Community Development:** This department consists of three divisions: Planning, Building, and Housing and Community Services. Through February, departmental expenditures of \$9.1 million were at 49% of the budget, which is below par. This reflects slightly lower personnel costs as well as lower actual non-personnel costs.

**Finance Department:** Through February, the Department's expenditures totaled \$10.0 million, or 55.7% of the budget, which is below par. This expenditure level was approximately 6.6% 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 and higher contractual services spending.

**Fire Department:** Through February, actual expenditures in the General Fund totaled \$38.9 million, or 65.8% of the budget, which is slightly below par (66.7%). These expenditures reflect a 5.1% 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 \$0.7 million to this fund. Combined with the \$38.9 million charged in the General Fund, total Fire Department expenditures through February totaled \$39.6

million, or 66.9% 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 64.8% of the budget. While expenditures are tracking slightly below budget, overtime spending was 132% expended through February. Taking the mutual aid into account, overtime spending is still tracking well above budget at 89.8%. While this overtime figure appears 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 February are tracking below expected levels at \$49.1 million, or 62.8% of the budget; this is on par with 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 February, charges to this fund totaled approximately \$0.2 million. Accounting for the General Fund and Other City Departments Operating Grant Trust Fund, department expenditures totaled \$49.3 million or 63.1% 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 \$1.1 million through February 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.

**Special Revenue Funds**

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of February 28, 2021. 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 February 2021. Revenues totaled approximately \$3.1 million, while expenditures totaled approximately \$2.6 million through the end of February. Overall, revenues and expenditures are both tracking below budgeted levels.

**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 2/28/2021	Percentage Received	Actual Through 2/29/2020	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 285,000	\$ 5,485,000	\$ 332,018	6.05%	\$ 259,138	\$ 72,880	28.12%
City Affordable Housing Fund	781,703	781,703	528,038	67.55%	135,116	392,922	290.80%
Housing Successor Fund	531,000	18,181,000	727,687	4.00%	614,488	113,199	18.42%
Housing and Urban Development	5,150,000	5,289,384	1,474,115	27.87%	842,304	631,811	75.01%
<b>TOTAL</b>	<b>\$ 6,747,703</b>	<b>\$ 29,737,087</b>	<b>\$ 3,061,858</b>	<b>10.30%</b>	<b>\$ 1,851,046</b>	<b>\$ 1,210,812</b>	<b>65.41%</b>

Fund Description	EXPENDITURES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 2/28/2021	Percentage Used	Actual through 2/29/2020	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 552,222	\$ 7,287,822	\$ 90,405	1.24%	\$ 79,640	\$ 10,765	13.52%
City Affordable Housing Fund	1,556,772	3,517,150	501,641	14.26%	443,483	58,158	13.11%
Housing Successor Fund	5,964,944	22,812,712	401,693	1.76%	281,421	120,272	42.74%
Housing and Urban Development	5,150,000	6,037,313	1,644,464	27.24%	1,783,144	(138,680)	-7.78%
<b>TOTAL</b>	<b>\$13,223,938</b>	<b>\$ 39,654,997</b>	<b>\$ 2,638,203</b>	<b>6.65%</b>	<b>\$ 2,587,688</b>	<b>\$ 50,515</b>	<b>1.95%</b>



**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 February 2021. As of February 28, 2021, these capital fund expenditures totaled \$26.0 million, or 19.7% 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 were approved as part of the FY 2019/20 year-end reconciliation process, which are reflected in the table below.

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. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

**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 2/28/2021	Percentage Used	
Parks & Recreation	\$ 5,758,558	\$ 15,336,255	\$ 21,094,813	\$ 5,013,107	23.76%	
Streets & Highways	24,360,764	46,453,110	70,813,874	13,070,098	18.46%	
Storm Drain	4,489,447	7,427,038	11,916,485	1,290,259	10.83%	
Fire	290,796	741,737	1,032,533	42,772	4.14%	
Library	102,562	211,227	313,789	17,797	5.67%	
Public Buildings	1,737,751	6,214,027	7,951,778	580,988	7.31%	
General Gov't - Other	4,098,669	11,660,153	15,758,822	5,105,243	32.40%	
Related Santa Clara Developer	2,949,540	-	2,949,540	898,679	30.47%	
<b>TOTAL</b>	<b>\$ 43,788,087</b>	<b>\$ 88,043,547</b>	<b>\$ 131,831,634</b>	<b>\$ 26,018,943</b>	<b>19.74%</b>	

**Enterprise Funds**

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of February 28, 2021. Overall, revenues and expenditures are tracking below budgeted levels.

At the end of February 2021, revenue is tracking slightly higher than last fiscal year, while expenditures are tracking lower.

**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 2/28/2021	Percentage Received	Actual Through 2/29/2020	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 515,406,680	\$ 515,406,680	\$ 305,933,748	59.36%	\$ 297,752,404	\$ 8,181,344	2.75%
Water Utility Fund	57,220,287	57,220,287	32,159,202	56.20%	32,216,378	(57,176)	-0.18%
Sewer Utility Fund	45,495,100	45,495,100	26,112,400	57.40%	25,365,077	747,323	2.95%
Cemetery Fund	600,000	600,000	332,187	55.36%	337,955	(5,768)	-1.71%
Solid Waste Utility Fund	31,219,000	31,219,000	15,507,676	49.67%	16,619,115	(1,111,439)	-6.69%
Water Recycling Fund	7,064,710	7,064,710	3,746,296	53.03%	3,910,913	(164,617)	-4.21%
<b>TOTAL REVENUE</b>	<b>\$ 657,005,777</b>	<b>\$ 657,005,777</b>	<b>\$ 383,791,509</b>	<b>58.42%</b>	<b>\$ 376,201,842</b>	<b>\$ 7,589,667</b>	<b>2.02%</b>

Fund Description	EXPENSES - FISCAL YEAR 2020/21				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 2/28/2021	Percentage Used	Actual through 2/29/2020	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 474,259,218	\$ 476,842,064	\$ 262,396,262	55.03%	\$ 278,539,677	\$ (16,143,415)	-5.80%
Water Utility Fund	49,106,767	49,322,081	27,885,928	56.54%	29,213,472	(1,327,544)	-4.54%
Sewer Utility Fund	28,338,164	28,509,889	20,064,078	70.38%	18,802,911	1,261,167	6.71%
Cemetery Fund	1,412,953	1,412,953	855,770	60.57%	818,125	37,645	4.60%
Solid Waste Utility Fund	32,563,421	34,013,675	15,350,882	45.13%	15,193,816	157,066	1.03%
Water Recycling Fund	5,867,938	5,871,208	3,671,609	62.54%	4,675,662	(1,004,053)	-21.47%
<b>TOTAL - Operating Appropriations</b>	<b>\$ 591,548,461</b>	<b>\$ 595,971,870</b>	<b>\$ 330,224,529</b>	<b>55.41%</b>	<b>\$ 347,243,663</b>	<b>\$ (17,019,134)</b>	<b>-4.90%</b>

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.

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through February 2021 totaled \$42.2 million, or 15.3% 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 were approved as part of the FY 2019/20 year-end reconciliation process which are reflected in the table below.

**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 2/28/2021	Percentage Used	Actual Through 2/29/2020
Electric Utility Fund	\$ 58,872,602	\$ 119,415,943	\$ 178,288,545	\$ 28,349,348	15.90%	\$ 19,020,771
Street Lighting <sup>(1)</sup>	125,000	5,868,161	5,993,161	13,080	0.22%	35,551
Water Utility Fund	4,610,000	15,010,727	19,620,727	5,089,414	25.94%	1,207,114
Sewer Utility Fund	42,114,351	26,766,225	68,880,576	8,547,399	12.41%	43,130,184
Cemetery Fund	300,000	-	300,000	-	-	-
Solid Waste Utility Fund	882,000	1,202,437	2,084,437	192,632	9.24%	297,816
Water Recycling Fund	550,000	-	550,000	2,063	0	-
<b>TOTAL - CIP Appropriations</b>	<b>\$ 107,453,953</b>	<b>\$ 168,263,493</b>	<b>\$ 275,717,446</b>	<b>\$ 42,193,936</b>	<b>15.30%</b>	<b>\$ 63,691,436</b>

(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  
February 28, 2021**

**DETAIL OF SELECTED FUND RESERVE BALANCES:**

	<b>GENERAL FUND</b>	<b>ELECTRIC</b>	<b>WATER</b>	<b>SEWER</b>
Budget Stabilization Reserve	\$ 57,759,656			
Capital Projects Reserve	5,630,354			
Land Sale Reserve	24,250,767			
Building Inspection Reserve	16,591,018			
Technology Fee Reserve	770,772			
Rate Stabilization Fund Reserve		\$ 25,000,000		
DVR Power Plant Contracts Reserve		78,163		
Replacement & Improvement			\$ 303,090	
<b>TOTALS</b>	<b>\$ 105,002,566</b>	<b>\$ 25,078,163</b>	<b>\$ 303,090</b>	<b>\$ -</b>

### Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through February 2021. The loan from the General Fund to 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. The Santa Clara Golf and Tennis Club advance was written off as part of the November Monthly Financial Report, which was approved by the City Council on February 12, 2021.

#### DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

<b>Fund Receiving Advance/Loan</b>	<b>Fund Making Advance/Loan</b>	<b>Type</b>	<b>Amount of Advance/Commitment</b>
Cemetery	General Fund	Advance	\$ 7,111,149
Parks and Recreation Facilities	General Fund	Loan	9,033,044
<b>TOTALS</b>			<b>\$ 16,144,193</b>

### Donations to the City of Santa Clara

Donations received by department during the month of February 2021 and for fiscal year 2020/21 are shown in the table below.

<b>Department</b>	<b>Fiscal Year 2020/21</b>		<b>Donor</b>	<b>Designated Use</b>
	<b>Feb-21</b>	<b>Year To Date</b>		
City Manager's Office	\$ 970	\$ 18,400	Various	Help Your Neighbor
Non-Departmental	10,000	37,571	Various	COVID-19
Parks and Recreation	183	27,533	Various	Case Management
Police	-	5,000	Various	COVID-19
<b>TOTALS</b>	<b>\$ 11,153</b>	<b>\$ 88,504</b>		



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY INVESTMENT REPORT**

**February 2021**

# **City of Santa Clara**

## **Monthly Investment Report**

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**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of February 28, 2021 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 February 28, 2021.

	<u>COST VALUE</u>	<u>PERCENTAGE</u>
City	\$782,702,007	99.50%
SOSA	17,127	0.00%
HA	<u>3,901,350</u>	<u>0.50%</u>
Unrestricted	\$786,620,484	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,146,155</u>	
Total Investments	<u>\$788,766,639</u>	

On February 28, 2021 the cost value and market value of the City's unrestricted pooled investment portfolio were \$786,620,484 and \$795,888,007, respectively.

Investment Strategy and Market Update

The City's investment strategy for February 2021 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 February 28, 2021, 45.09% of the City's portfolio consists of U.S. Treasury Notes, 39.38% consists of Federal Agencies, 8.83% consists of Local Agency Investment Fund (LAIF), 3.55% consists of investment grade Corporate Notes, 2.33% consists of Negotiable Certificates of Deposit and 0.53% consists of investment grade Municipal Bonds. 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 1.41% and the average maturity of the City's portfolio was 2.26 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) as of February 28, 2021 was as follows:

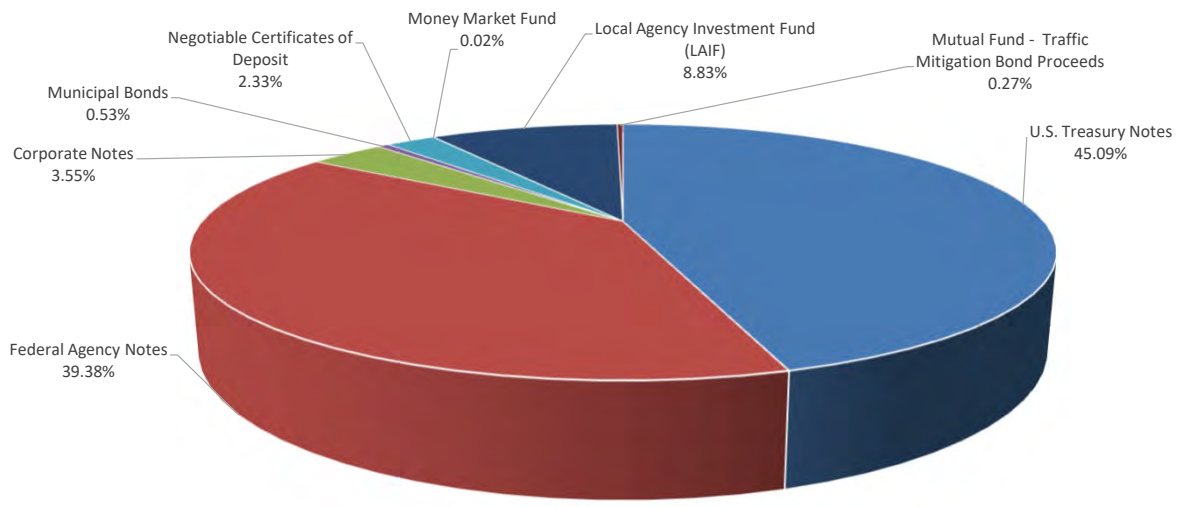
Description	Average Maturity (Years)	Yield to Maturity (At Cost) <sup>1</sup>
Santa Clara Portfolio	2.47	1.57%
Benchmark	2.26	0.97%

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.*

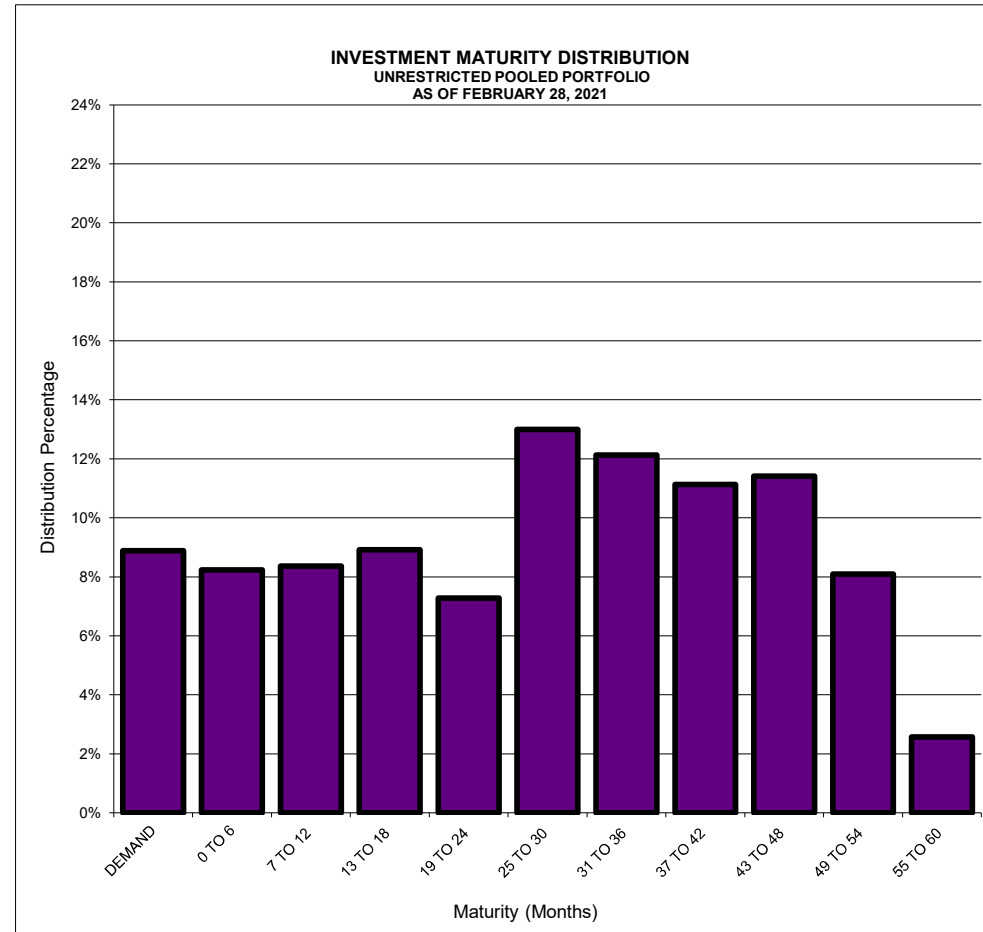
**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS FEBRUARY 28, 2021**

<u>INVESTMENT TYPE</u>	<u>COST VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	355,658,480	45.09%	No Limit
Federal Agency Notes	310,616,750	39.38%	80%
Corporate Notes	27,965,754	3.55%	15%
Municipal Bonds	4,145,000	0.53%	20%
Negotiable Certificates of Deposit	18,360,000	2.33%	25%
Money Market Fund	188,520	0.02%	10% Per Fund
Local Agency Investment Fund (LAIF)	69,685,980	8.83%	\$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,146,155	0.27%	10% Per Fund
<b>TOTAL INVESTMENTS</b>	<b>\$ 788,766,639</b>	<b>100.00%</b>	



**INVESTMENT MATURITY DISTRIBUTION  
AS OF FEBRUARY 28, 2021  
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>COST VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND	\$ 69,874,500 (a)	2	8.88%
0 TO 6	\$64,729,482	11	8.23%
7 TO 12	\$65,728,261	11	8.36%
13 TO 18	\$70,179,283	10	8.92%
19 TO 24	\$57,290,919	11	7.28%
25 TO 30	\$102,254,992	16	13.00%
31 TO 36	\$95,439,603	17	12.13%
37 TO 42	\$87,500,148	14	11.13%
43 TO 48	\$89,755,291	14	11.41%
49 TO 54	\$63,615,420	8	8.09%
55 TO 60	\$20,252,585	3	2.57%
<b>TOTAL</b>	<b>\$ 786,620,484</b>	<b>117</b>	<b>100.00%</b>



Average Maturity of Unrestricted Pool: 2.26 Years

(a) \$20 million is earmarked for the City's Electric Utility power-trading.

## City of Santa Clara Monthly Report

2/28/2021

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	3/31/2016	1.250%	3/31/2021	912828Q37	1,920,000.00	AA+	2/13/2017	1,877,925.00	1.80%	1,921,862.40	43,937.40
UNITED STATES TREASURY	4/16/2018	2.375%	4/15/2021	9128284G2	5,000,000.00	AA+	6/18/2018	4,961,132.81	2.66%	5,014,200.00	53,067.19
UNITED STATES TREASURY	6/30/2014	2.125%	6/30/2021	912828WR7	5,000,000.00	AA+	2/15/2019	4,957,617.19	2.49%	5,034,400.00	76,782.81
UNITED STATES TREASURY	7/31/2014	2.250%	7/31/2021	912828WY2	10,000,000.00	AA+	10/23/2019	10,108,984.38	1.62%	10,092,200.00	-16,784.38
UNITED STATES TREASURY	8/31/2019	1.500%	8/31/2021	912828YC8	9,860,000.00	AA+	10/20/2020	9,976,702.34	0.13%	9,930,499.00	-46,203.34
UNITED STATES TREASURY	10/15/2018	2.875%	10/15/2021	9128285F3	5,000,000.00	AA+	1/16/2019	5,043,554.69	2.54%	5,087,100.00	43,545.31
UNITED STATES TREASURY	11/30/2016	1.750%	11/30/2021	912828U65	10,000,000.00	AA+	5/21/2018	9,648,046.88	2.80%	10,125,800.00	477,753.12
UNITED STATES TREASURY	1/3/2017	2.000%	12/31/2021	912828U81	5,000,000.00	AA+	11/8/2017	5,016,796.88	1.92%	5,079,700.00	62,903.12
UNITED STATES TREASURY	1/31/2017	1.875%	1/31/2022	912828V72	5,000,000.00	AA+	2/23/2018	4,878,125.00	2.53%	5,081,450.00	203,325.00
UNITED STATES TREASURY	3/2/2015	1.750%	2/28/2022	912828J43	2,800,000.00	AA+	3/3/2017	2,735,687.50	2.24%	2,846,144.00	110,456.50
UNITED STATES TREASURY	3/31/2017	1.875%	3/31/2022	912828W89	5,000,000.00	AA+	1/24/2018	4,902,343.75	2.37%	5,096,500.00	194,156.25
UNITED STATES TREASURY	5/1/2017	1.875%	4/30/2022	912828X47	5,000,000.00	AA+	1/19/2018	4,901,757.81	2.36%	5,102,750.00	200,992.19
UNITED STATES TREASURY	6/1/2015	1.875%	5/31/2022	912828XD7	5,000,000.00	AA+	6/8/2017	5,024,218.75	1.77%	5,109,200.00	84,981.25
UNITED STATES TREASURY	6/30/2015	2.125%	6/30/2022	912828XG0	25,000,000.00	AA+	12/21/2018	25,448,046.88	1.60%	25,666,000.00	217,953.12
UNITED STATES TREASURY	7/31/2017	1.875%	7/31/2022	9128282P4	5,000,000.00	AA+	3/26/2018	4,853,515.63	2.59%	5,122,650.00	269,134.37
UNITED STATES TREASURY	8/31/2015	1.875%	8/31/2022	912828L24	5,000,000.00	AA+	9/28/2017	4,991,015.00	1.91%	5,129,500.00	138,485.00
UNITED STATES TREASURY	10/2/2017	1.875%	9/30/2022	9128282W9	5,000,000.00	AA+	4/19/2018	4,820,117.19	2.74%	5,136,700.00	316,582.81
UNITED STATES TREASURY	9/30/2015	1.750%	9/30/2022	912828L57	5,000,000.00	AA+	10/5/2017	4,950,781.25	1.96%	5,126,550.00	175,768.75
UNITED STATES TREASURY	11/2/2015	1.875%	10/31/2022	912828M49	5,000,000.00	AA+	10/25/2017	4,953,515.63	2.07%	5,142,950.00	189,434.37
UNITED STATES TREASURY	11/30/2015	2.000%	11/30/2022	912828M80	5,000,000.00	AA+	12/15/2017	4,960,546.88	2.17%	5,160,950.00	200,403.12
UNITED STATES TREASURY	12/31/2015	2.125%	12/31/2022	912828N30	1,300,000.00	AA+	5/14/2018	1,260,187.50	2.84%	1,346,670.00	86,482.50
UNITED STATES TREASURY	1/15/2020	1.500%	1/15/2023	912828Z29	10,000,000.00	AA+	4/20/2020	10,343,750.00	0.24%	10,251,600.00	-92,150.00
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	5,000,000.00	AA+	2/13/2018	4,810,937.50	2.57%	5,152,350.00	341,412.50
UNITED STATES TREASURY	2/29/2016	1.500%	2/28/2023	912828P79	10,000,000.00	AA+	2/27/2018	9,450,000.00	2.68%	10,267,200.00	817,200.00
UNITED STATES TREASURY	3/31/2016	1.500%	3/31/2023	912828Q29	10,000,000.00	AA+	4/10/2018	9,479,290.00	2.62%	10,275,400.00	796,110.00
UNITED STATES TREASURY	5/2/2016	1.625%	4/30/2023	912828R28	10,000,000.00	AA+	5/8/2018	9,446,875.00	2.82%	10,309,400.00	862,525.00
UNITED STATES TREASURY	5/31/2016	1.625%	5/31/2023	912828R69	10,000,000.00	AA+	7/16/2018	9,484,375.00	2.76%	10,319,100.00	834,725.00
UNITED STATES TREASURY	6/30/2016	1.375%	6/30/2023	912828S35	20,000,000.00	AA+	1/17/2019	20,053,710.95	1.31%	20,536,800.00	483,089.05
UNITED STATES TREASURY	7/31/2018	2.750%	7/31/2023	912828Y61	10,000,000.00	AA+	9/18/2018	9,918,710.94	2.93%	10,609,800.00	691,089.06
UNITED STATES TREASURY	8/31/2016	1.375%	8/31/2023	9128282D1	5,000,000.00	AA+	9/12/2018	4,657,031.25	2.87%	5,142,200.00	485,168.75
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,718,250.00	771,082.03
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	5,181,850.00	394,154.69
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	10,507,000.00	255,437.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	5,276,350.00	318,537.50
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	5,318,350.00	-89,071.88
UNITED STATES TREASURY	1/31/2017	2.250%	1/31/2024	912828V80	5,000,000.00	AA+	2/13/2020	4,936,328.13	2.52%	5,282,400.00	346,071.87
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	5,000,000.00	AA+	3/19/2019	4,926,950.00	2.44%	5,268,950.00	342,000.00
UNITED STATES TREASURY	3/31/2017	2.125%	3/31/2024	912828W71	5,000,000.00	AA+	4/29/2019	4,955,078.13	2.32%	5,273,850.00	318,771.87
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	5,260,150.00	307,415.62
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	10,000,000.00	AA+	8/16/2019	10,466,404.38	1.48%	10,686,700.00	220,295.62
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	7,574,582.50	321,184.06
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	5,266,400.00	130,071.87
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	5,290,250.00	156,934.25
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	5,000,000.00	AA+	3/10/2020	5,275,780.00	0.62%	5,248,850.00	-26,930.00
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	5,050,000.00	AA+	1/5/2021	5,240,164.06	0.21%	5,191,450.50	-48,713.56
UNITED STATES TREASURY	10/2/2017	2.125%	9/30/2024	9128282Y5	5,000,000.00	AA+	10/25/2019	5,116,406.25	1.63%	5,297,450.00	181,043.75
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	10,645,300.00	354,675.00

## City of Santa Clara Monthly Report

2/28/2021

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	5,301,550.00	182,604.69
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	10,657,400.00	356,618.75
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	5,159,550.00	-79,121.88
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	10,000,000.00	AA+	3/6/2020	11,049,609.38	0.61%	10,869,100.00	-180,509.38
<b>U.S. Treasury Bond / Note</b>				<b>Subtotal</b>	<b>355,680,000.00</b>			<b>355,658,480.21</b>		<b>368,493,358.40</b>	<b>12,834,878.19</b>
FANNIE MAE	11/7/2012	1.600%	5/7/2021	3136G02F7	2,000,000.00	AA+	6/2/2016	2,011,920.00	1.47%	2,005,560.00	-6,360.00
FANNIE MAE	10/7/2016	1.375%	10/7/2021	3135G0Q89	5,000,000.00	AA+	10/7/2016	4,982,000.00	1.45%	5,038,750.00	56,750.00
FANNIE MAE	1/9/2017	2.000%	1/5/2022	3135G0S38	5,000,000.00	AA+	10/10/2018	4,845,050.00	3.01%	5,081,100.00	236,050.00
FANNIE MAE	10/6/2017	2.000%	10/5/2022	3135G0T78	5,000,000.00	AA+	1/26/2018	4,890,750.00	2.50%	5,148,150.00	257,400.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,943,664.00	-693.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,218,312.00	-12,487.75
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	15,670,050.00	103,960.25
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,815,375.00	316,350.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,996,800.00	-53,800.00
FANNIE MAE	6/19/2020	0.500%	6/17/2025	3135G04Z3	5,000,000.00	AA+	7/17/2020	5,008,950.00	0.46%	4,963,200.00	-45,750.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,836,917.40	-28,011.60
<b>FNMA Medium Term Note</b>				<b>Subtotal</b>	<b>66,535,000.00</b>			<b>66,894,470.50</b>		<b>67,717,878.40</b>	<b>823,407.90</b>
FANNIE MAE	9/29/2016	1.350%	3/29/2021	3136G4BD4	5,540,000.00	AA+	9/26/2016	5,540,000.00	1.35%	5,545,484.60	5,484.60
<b>FNMA Coupon Note</b>				<b>Subtotal</b>	<b>5,540,000.00</b>			<b>5,540,000.00</b>		<b>5,545,484.60</b>	<b>5,484.60</b>
FEDERAL FARM CREDIT BANKS	10/14/2016	1.400%	4/14/2022	3133EGYS8	5,000,000.00	AA+	2/4/2020	4,994,485.00	1.45%	5,069,550.00	75,065.00
FEDERAL FARM CREDIT BANKS	7/19/2019	1.850%	7/19/2022	3133EKVE3	5,000,000.00	AA+	7/17/2019	4,994,300.00	1.89%	5,117,100.00	122,800.00
FEDERAL FARM CREDIT BANKS	8/5/2019	1.850%	8/5/2022	3133EKYJ9	5,000,000.00	AA+	8/13/2019	5,029,800.00	1.64%	5,120,850.00	91,050.00
FEDERAL FARM CREDIT BANKS	11/1/2017	2.080%	11/1/2022	3133EHM91	1,800,000.00	AA+	10/7/2019	1,834,398.00	1.44%	1,857,690.00	23,292.00
FEDERAL FARM CREDIT BANKS	3/16/2018	2.710%	12/16/2022	3133EJGU7	5,000,000.00	AA+	3/28/2018	5,015,935.00	2.64%	5,228,750.00	212,815.00
FEDERAL FARM CREDIT BANKS	6/19/2018	2.890%	6/19/2023	3133EJSD2	5,000,000.00	AA+	11/28/2018	4,980,250.00	2.98%	5,308,500.00	328,250.00
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELHZ0	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	5,163,850.00	165,650.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJVV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	5,325,700.00	348,650.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	8,118,127.50	534,507.15
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	3,115,740.60	109,645.70
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	5,335,200.00	302,050.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	5,338,750.00	88,100.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	5,209,950.00	247,100.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	7,638,566.40	-50,800.80
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,934,300.00	-48,500.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,926,000.00	-71,540.00
<b>FFCB Medium Term Note</b>				<b>Subtotal</b>	<b>89,660,000.00</b>			<b>90,330,490.45</b>		<b>92,808,624.50</b>	<b>2,478,134.05</b>
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,919,800.00	-97,840.00
<b>FFCB Coupon Note</b>				<b>Subtotal</b>	<b>10,000,000.00</b>			<b>10,017,640.00</b>		<b>9,919,800.00</b>	<b>-97,840.00</b>
FEDERAL HOME LOAN BANKS	5/5/2014	2.250%	6/11/2021	3130A1W95	10,000,000.00	AA+	11/18/2016	10,184,300.00	1.83%	10,060,700.00	-123,600.00
FEDERAL HOME LOAN BANKS	7/14/2016	1.125%	7/14/2021	3130A8QS5	5,000,000.00	AA+	11/28/2016	4,847,750.00	1.81%	5,019,700.00	171,950.00
FEDERAL HOME LOAN BANKS	3/5/2012	2.375%	9/10/2021	313378JP7	5,000,000.00	AA+	10/31/2016	5,221,200.00	1.43%	5,062,200.00	-159,000.00

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
FEDERAL HOME LOAN BANKS	11/14/2018	3.000%	12/10/2021	3130AFFN2	5,000,000.00	AA+	2/8/2019	5,068,100.00	2.50%	5,113,900.00	45,800.00
FEDERAL HOME LOAN BANKS	2/17/2012	2.250%	3/11/2022	313378CR0	5,000,000.00	AA+	3/13/2020	5,150,900.00	0.72%	5,111,450.00	-39,450.00
FEDERAL HOME LOAN BANKS	8/15/2013	3.125%	9/9/2022	313383WD9	5,000,000.00	AA+	12/12/2018	5,039,800.00	2.90%	5,226,850.00	187,050.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	5,267,900.00	103,765.00
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	5,426,600.00	278,730.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	5,264,900.00	-17,525.00
FEDERAL HOME LOAN BANKS	3/29/2017	2.375%	3/8/2024	3130AB3H7	5,000,000.00	AA+	4/11/2019	4,998,795.00	2.38%	5,315,950.00	317,155.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	5,402,800.00	132,595.00
FEDERAL HOME LOAN BANKS	8/15/2014	2.875%	9/13/2024	3130A2UW4	5,000,000.00	AA+	10/16/2019	5,285,750.00	1.66%	5,426,800.00	141,050.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	5,422,150.00	-39,150.00
FEDERAL HOME LOAN BANKS	2/17/2015	2.375%	3/14/2025	3130A4CH3	10,000,000.00	AA+	4/27/2020	10,819,340.00	0.67%	10,703,800.00	-115,540.00
<b>FHLB Medium Term Note</b>				<b>Subtotal</b>	<b>80,000,000.00</b>			<b>82,941,870.00</b>		<b>83,825,700.00</b>	<b>883,830.00</b>
FEDERAL HOME LOAN BANKS	6/28/2019	2.220%	6/28/2024	3130AGMK8	5,000,000.00	AA+	6/13/2019	5,000,000.00	2.22%	5,032,950.00	32,950.00
FEDERAL HOME LOAN BANKS	8/26/2019	1.650%	8/26/2024	3130AGXF7	5,000,000.00	AA+	8/20/2019	5,000,000.00	1.65%	5,028,550.00	28,550.00
FEDERAL HOME LOAN BANKS	11/4/2019	1.875%	11/4/2024	3130AHGL1	3,840,000.00	AA+	10/31/2019	3,840,000.00	1.87%	3,881,472.00	41,472.00
<b>FHLB Coupon Note</b>				<b>Subtotal</b>	<b>13,840,000.00</b>			<b>13,840,000.00</b>		<b>13,942,972.00</b>	<b>102,972.00</b>
FREDDIE MAC	7/26/2016	1.875%	7/26/2021	3134G9M20	5,000,000.00	AA+	2/25/2020	5,041,950.00	1.28%	5,035,900.00	-6,050.00
FREDDIE MAC	5/7/2020	0.375%	5/5/2023	3137EAER6	5,000,000.00	AA+	5/8/2020	5,014,545.00	0.28%	5,021,650.00	7,105.00
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	3,215,000.00	AA+	9/4/2020	3,215,587.09	0.24%	3,213,424.65	-2,162.44
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,292,895.45	-687.20
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EA EY1	5,920,000.00	AA+	10/16/2020	5,897,918.40	0.25%	5,897,622.40	-296.00
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEP0	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	5,190,650.00	-36,310.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	9,223,984.80	-137,751.30
<b>FHLMC Medium Term Note</b>				<b>Subtotal</b>	<b>37,820,000.00</b>			<b>38,052,279.24</b>		<b>37,876,127.30</b>	<b>-176,151.94</b>
FREDDIE MAC	5/3/2019	2.600%	5/3/2024	3134GTKG7	3,000,000.00	AA+	4/18/2019	3,000,000.00	2.60%	3,011,280.00	11,280.00
<b>FHLMC Coupon Note</b>				<b>Subtotal</b>	<b>3,000,000.00</b>			<b>3,000,000.00</b>		<b>3,011,280.00</b>	<b>11,280.00</b>
CALIFORNIA EARTHQUAKE AUTH	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,466,550.80	36,550.80
LOS ANGELES COMMUNITY COLL	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,710,275.90	-4,724.10
<b>Municipals</b>				<b>Subtotal</b>	<b>4,145,000.00</b>			<b>4,145,000.00</b>		<b>4,176,826.70</b>	<b>31,826.70</b>
BANK OF AMERICA	7/23/2013	4.100%	7/24/2023	06053FAA7	4,070,000.00	A-	9/15/2020	4,482,494.50	0.52%	4,426,450.60	-56,043.90
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,879,400.00	-146,520.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,946,000.00	-77,550.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,690,220.75	15,220.75
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	6,094,510.00	-5,124.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	662,283.60	3,128.40
<b>Corporate Note</b>				<b>Subtotal</b>	<b>27,505,000.00</b>			<b>27,965,753.70</b>		<b>27,698,864.95</b>	<b>-266,888.75</b>
BARCLAYS BANK PLC NY	2/12/2021	0.290%	2/4/2022	06742TWL6	11,000,000.00	A-1	2/12/2021	11,000,000.00	0.29%	10,996,590.00	-3,410.00
HSBC BANK USA NA*	2/26/2021	0.250%	2/25/2022	40435RKU4	7,360,000.00	A-1	2/26/2021	7,360,000.00	0.25%	0.00	-7,360,000.00

# City of Santa Clara Monthly Report

2/28/2021

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
<b>Certificate of Deposit</b>				<b>Subtotal</b>	18,360,000.00			18,360,000.00		10,996,590.00	-7,363,410.00
WELLS FARGO PUBLIC INSTITU			3/1/2021	992995944	188,520.20		9/1/2020	188,520.20	0.07%	188,520.20	-
LOCAL AGENCY INVESTMENT F			3/1/2021		69,685,980.20		9/30/1997	69,685,980.20	0.62%	69,685,980.20	-
DREYFUS TREASURY			3/1/2021		2,146,154.78		10/31/1997	2,146,154.78	0.03%	2,146,154.78	-
<b>Cash Equivalent</b>				<b>Subtotal</b>	72,020,655.18			72,020,655.18		72,020,655.18	-
<b>Grand Total</b>			<b>Count</b>	<b>118</b>	<b>784,105,655.18</b>			<b>788,766,639.28</b>		<b>798,034,162.03</b>	<b>9,267,522.75</b>

\*Issue date is the same as settlement date, on the last business of the month; no closing market value was available to record.



## FY 2020/21 Budget Amendments

### City Affordable Housing Fund (165)

Department/Item	Source of Funds	Use of Funds	Explanation
Developer Contributions / Ending Fund Balance	6,000,000	6,000,000	Recognizes developer contributions in the amount of \$6.0 million for an affordable housing project located at 2302 Calle Del Mundo. The associated project funding of \$6.0 million was carried over as part of the FY 2019/20 Budgetary Year-End Report approved on January 12, 2021. Because the project funding was previously carried over, the offsetting action to this developer contribution is an increase to the ending fund balance. Included in this report is an offsetting action in the Housing Successor Agency Fund as the developer contribution was approved in that fund on October 27, 2020 in error <b>(five affirmative Council votes required for the recognition of revenue not included in the budget)</b> .
	6,000,000	6,000,000	

### Housing Successor Agency Fund (169)

Department/Item	Source of Funds	Use of Funds	Explanation
Developer Contributions / Ending Fund Balance	(6,000,000)	(6,000,000)	On October 27, 2020, the City Council approved a budget amendment in the Housing Successor Agency Fund that included the recognition of developer contributions of \$6.0 million for an affordable housing agreement for the property located at 2302 Calle Del Mundo. This amendment, however, should have been brought forward in the City Affordable Housing Fund to align with the expenditure budget. This action reverses the budget amendment approved in October 2020. A corresponding action is recommended in the City Affordable Housing Fund to recognize the developer contributions in that fund <b>(majority affirmative Council votes required)</b> .
	(6,000,000)	(6,000,000)	

## FY 2020/21 Budget Amendments

### Electric Utility Fund (091)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Electric Operating Grant Trust Fund / Ending Fund Balance	287,301	287,301	Recognizes a transfer from the Electric Operating Grant Trust Fund to the Electric Utility Fund for the Financial Rate Assistance Program (FRAP) discount provided to residential customers in FY 2018/19 and FY 2019/20 as part of regular utility operations. This recommended action reimburses the Electric Utility Fund for FRAP discounts from FY 2018/19 and FY 2019/20 that are eligible to be paid from the Electric Operating Grant Trust Fund. Future FRAP discounts will be calculated and reallocated annually at year-end closing <b>(five affirmative Council votes required for the recognition of revenue not included in the budget)</b> .
	287,301	287,301	

### Electric Operating Grant Trust Fund (191)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Electric Utility Fund		287,301	Transfers funds to the Electric Utility Fund for the Financial Rate Assistance Program (FRAP) discount provided to residential customers in FY 2018/19 and FY 2019/20 as part of regular utility operations. This recommended action reimburses the Electric Utility Fund for FRAP discounts from FY 2018/19 and FY 2019/20 that are eligible to be paid from the Electric Operating Grant Trust Fund. Future FRAP discounts will be calculated and reallocated annually from the Electric Operating Grant Trust Fund at year-end closing <b>(five affirmative Council votes required for the use of unused balances)</b> .
Ending Fund Balance		(287,301)	Decreases the ending fund balance to offset the action recommended above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	

## FY 2020/21 Budget Amendments

### Library Grant Operating Trust Fund (112)

Department/Item	Source of Funds	Use of Funds	Explanation
Dia De Los Ninos Grant	1,500	1,500	Recognizes and appropriates a grant from the California State Library as part of the Early Learning With Families Initiative. The purpose of this grant is to assist libraries in providing programming for Dia De Los Ninos, an annual event emphasizing the important of literacy for children of all linguistic and cultural backgrounds. The Santa Clara City Library's Youth Services Department will be using the funds for the purchase of craft supplies that will be distributed to participating local school sites and libraries <b>(five affirmative Council votes required for the recognition of revenue not included in the budget).</b>
	1,500	1,500	

### Sewer Utility Fund (094)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Streets and Highways Capital Fund		93,887	Increases the transfer to Streets and Highways Capital Fund for the Annual Maintenance and Rehabilitation project to cover costs associated with adjusting sanitary sewer manhole frames for work approved in FY 2019/20 <b>(five affirmative Council votes required for the use of unused balances).</b>
Ending Fund Balance		(93,887)	Decreases the ending fund balance to offset the action recommended above <b>(five affirmative Council votes required for the use of unused balances).</b>
	-	-	

### Special Liability Insurance Fund (082)

Department/Item	Source of Funds	Use of Funds	Explanation
Insurance and Claims		2,750,000	Increases the insurance claims appropriation to provide funds for satisfaction of City's self-insured retention obligation on claims matters <b>(five affirmative Council votes required for the use of unused balances).</b>
Reserve for Future Claims		(2,750,000)	Decreases the Reserve for Future Claims to offset the action recommended above <b>(five affirmative Council votes required for the use of unused balances).</b>
	-	-	

## FY 2020/21 Budget Amendments

### Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfers from the Water Utility Fund and the Sewer Utility Fund / Annual Street Maintenance and Rehabilitation Project	242,887	242,887	This action recognizes and appropriates transfers from the Water Utility Fund (\$149,000) and Sewer Utility Fund (\$93,887) to the Annual Street Maintenance and Rehabilitation Project for work supporting these funds approved in FY 2019/20. This funding covers costs associated with removing and replacing water valve boxes and adjusting sanitary sewer manhole frames <b>(five affirmative Council votes required for the recognition of revenue not included in the budget)</b> .
	242,887	242,887	

### Water Utility Fund (092)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the Streets and Highways Capital Fund		149,000	Increases the transfer to the Streets and Highways Capital Fund for the Annual Maintenance and Rehabilitation project to cover costs associated with removing and replacing water valve boxes for work approved in FY 2019/20 <b>(five affirmative Council votes required for the use of unused balances)</b> .
Ending Fund Balance		(149,000)	Decreases the ending fund balance to offset the action recommended above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	



## Agenda Report

21-260

Agenda Date: 4/20/2021

### REPORT TO PUBLIC FACILITIES FINANCING CORPORATION (PFFC)

#### SUBJECT

Action on the Federal and State Income Tax Exempt Reporting for Fiscal Year 2019/2020

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

The City Council established the City of Santa Clara Public Facilities Financing Corporation (PFFC) in 1997 mainly to render financial assistance to the City of Santa Clara by financing, refinancing, acquiring, constructing, improving, leasing and selling of buildings for the benefit of residents of the City of Santa Clara. The PFFC was the issuing agency for the 1997 Police Administration Building Project Certificates of Participation (COPs), which was refunded on July 13, 2010 by the 2010 Lease Agreement between the City of Santa Clara and the City of Santa Clara PFFC for the use of the Police Administration Building; and the 2002 COPs, Series A Bonds which were refunded March 28, 2013 by the 2013 Refunding COPs for the purpose of constructing the City's Central Park Library. Debt Service on the lease and COPs is secured by lease payments made by the City to the PFFC in exchange for the use of the Police Administration Building and Library.

Established as a tax exempt organization, the PFFC is required to file the Internal Revenue Service (IRS) Form 990 annually. The Form 990 is required to be accepted by the organization's governing body prior to its filing. Once approved by the Board, it will be transmitted to the IRS. This tax form should be filed by the 15<sup>th</sup> day of the 5<sup>th</sup> month (November 15<sup>th</sup>) after the end of the City's accounting period of June 30<sup>th</sup>. However, the City's Comprehensive Annual Financial Report (CAFR) was not completed until December 2020 and an extension was requested and granted by the IRS. The revised deadline to file the 2019-2020 fiscal year Form 990 is now May 15, 2021.

#### DISCUSSION

The IRS Form 990 is the reporting form that federally tax-exempt organizations must file with the IRS each year. This form allows the IRS and the public to evaluate a nonprofit's operations. As an organization exempt from income tax, the Public Facilities Financing Corporation (PFFC) is required to file Form 990 under section 501(c) of the Internal Revenue Code. The form is referred to by the IRS as the year beginning the fiscal year, in this case 2019.

The PFFC is also required to file the State of California Franchise Tax Board Form 199, Exempt Organization Annual Information Return, which is the State's equivalent to the IRS Form 990.

A copy of both the 2019 Form 990 (Attachment 1) and Form 199 (Attachment 2) for the period commencing July 1, 2019 and ending June 30, 2020, prepared by a certified public accounting firm (Maze & Associates) on the City's behalf, are made available to the public on the City's website and

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at the City Clerk's Office.

### ENVIRONMENTAL REVIEW

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

### FISCAL IMPACT

Preparation of IRS Form 990 and State Form 199 was included in the cost of the contract with the City's external auditor, Maze & Associates, at a cost of \$1,053, and there is also a \$10 filing fee to file the similar California version of the Form (Form 199) with the Franchise Tax Board.

### PUBLIC CONTACT

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

### RECOMMENDATION

Authorize the City Manager, or her designee, to file the 2019 Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) and the State of California Form 199 (Exempt Organization Annual Information Return) on behalf of the City of Santa Clara Public Facilities Financing Corporation.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, Executive Director

### ATTACHMENTS

1. 2019 Federal Form 990
2. 2019 State Form 199

2019

**FEDERAL FILING INSTRUCTIONS**  
CITY OF SANTA CLARA PUBLIC FACILITIES  
FINANCING CORPORATION

31-1611044

**ELECTRONICALLY FILED:**

FORM 990 - 2019 RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX

THE ABOVE TAX RETURN WILL BE ELECTRONICALLY FILED WITH THE INTERNAL  
REVENUE SERVICE UPON RECEIPT OF A SIGNED FORM 8879-E0 - IRS E-FILE  
SIGNATURE AUTHORIZATION.

**PAYMENT:**

NO PAYMENT IS REQUIRED.

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2019**

**Open to Public Inspection**

**A** For the 2019 calendar year, or tax year beginning 7/01, 2019, and ending 6/30, 2020

**B** Check if applicable:

- Address change
- Name change
- Initial return
- Final return/terminated
- Amended return
- Application pending

**C** CITY OF SANTA CLARA PUBLIC FACILITIES  
FINANCING CORPORATION  
1500 WARBURTON AVENUE  
SANTA CLARA, CA 95050-3713

**D** Employer identification number  
31-1611044

**E** Telephone number  
(408) 615-2368

**G** Gross receipts \$ 1,721,147.

**F** Name and address of principal officer: DEANNA J. SANTANA  
SAME AS C ABOVE

**H(a)** Is this a group return for subordinates?  Yes  No

**H(b)** Are all subordinates included?  Yes  No  
If "No," attach a list. (see instructions)

**H(c)** Group exemption number ▶

**I** Tax-exempt status:  501(c)(3)  501(c) ( 4 ) (insert no.)  4947(a)(1) or  527

**J** Website: ▶ N/A

**K** Form of organization:  Corporation  Trust  Association  Other ▶

**L** Year of formation: 1997 **M** State of legal domicile: CA

**Part I Summary**

**1** Briefly describe the organization's mission or most significant activities: TO RENDER FINANCIAL ASSISTANCE TO THE CITY OF SANTA CLARA BY FINANCING, REFINANCING, LEASING AND CONSTRUCTING VARIOUS FACILITIES FOR THE BENEFIT OF THE CITY'S RESIDENTS.

**2** Check this box  if the organization discontinued its operations or disposed of more than 25% of its net assets.

**3** Number of voting members of the governing body (Part VI, line 1a) 3 **6**

**4** Number of independent voting members of the governing body (Part VI, line 1b) 4 **0**

**5** Total number of individuals employed in calendar year 2019 (Part V, line 2a) 5 **0**

**6** Total number of volunteers (estimate if necessary) 6 **0**

**7a** Total unrelated business revenue from Part VIII, column (C), line 12 7a **0.**

**b** Net unrelated business taxable income from Form 990-T, line 39 7b **0.**

	Prior Year	Current Year
<b>8</b> Contributions and grants (Part VIII, line 1h)		
<b>9</b> Program service revenue (Part VIII, line 2g)	2,501,494.	1,710,474.
<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	15,305.	10,673.
<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
<b>12</b> Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12)	2,516,799.	1,721,147.
<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶		
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,498,141.	2,502,739.
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,498,141.	2,502,739.
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	18,658.	-781,592.
<b>20</b> Total assets (Part X, line 16)	19,057,769.	16,362,880.
<b>21</b> Total liabilities (Part X, line 26)	17,551,284.	15,637,987.
<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	1,506,485.	724,893.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: KENN LEE Date: \_\_\_\_\_  
Type or print name and title: DIR. OF FINANCE

**Paid Preparer Use Only**

Print/Type preparer's name: TIMOTHY J KRISCH, CPA Preparer's signature: [Signature] Date: 3-27-2021  
Firm's name: MAZE & ASSOCIATES Check  if self-employed PTIN: P00283083  
Firm's address: 3478 BUSKIRK AVE STE 215 PLEASANT HILL, CA 94523 Firm's EIN: 94-2590179  
Phone no.: 925-930-0902

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No



**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III.  X

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code: ) (Expenses \$ 2,502,739. including grants of \$ ) (Revenue \$ )

DEBT SERVICE EXPENDITURES RELATED TO POLICE ADMINISTRATION BUILDING, LIBRARY BUILDING CONSTRUCTION, AND LEASE OBLIGATIONS.

4 b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4 c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4 d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4 e Total program service expenses ▶ 2,502,739.

**Part IV Checklist of Required Schedules**

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A		X
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I		X
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If 'Yes,' complete Schedule D, Part V		X
11	If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI		X
b	Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII		X
c	Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI and XII		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions)		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III		X
20a	Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b	If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If 'Yes,' complete Schedule I, Parts I and II		X

**Part IV Checklist of Required Schedules** (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If 'Yes,' complete Schedule I, Parts I and III.		X
23	Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If 'Yes,' complete Schedule J.		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.	X	
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		X
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		X
d	Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		X
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If 'Yes,' complete Schedule L, Part I.		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I.		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If 'Yes,' complete Schedule L, Part II.		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If 'Yes,' complete Schedule L, Part III.		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If 'Yes,' complete Schedule L, Part IV.		X
b	A family member of any individual described in line 28a? If 'Yes,' complete Schedule L, Part IV.		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If 'Yes,' complete Schedule L, Part IV.		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If 'Yes,' complete Schedule M.		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If 'Yes,' complete Schedule M.		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If 'Yes,' complete Schedule N, Part I.		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If 'Yes,' complete Schedule N, Part II.		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' complete Schedule R, Part I.		X
34	Was the organization related to any tax-exempt or taxable entity? If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' complete Schedule R, Part V, line 2.		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If 'Yes,' complete Schedule R, Part V, line 2.		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If 'Yes,' complete Schedule R, Part VI.		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V.

		Yes	No
1 a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

**Part V** Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
<b>2 a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. . . . . <b>2 a</b> 0		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? . . . . . <b>2 b</b>		
<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
<b>3 a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year? . . . . . <b>3 a</b>		X
<b>b</b>	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O. . . . . <b>3 b</b>		
<b>4 a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . . . . . <b>4 a</b>		X
<b>b</b>	If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5 a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? . . . . . <b>5 a</b>		X
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? . . . . . <b>5 b</b>		X
<b>c</b>	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? . . . . . <b>5 c</b>		
<b>6 a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? . . . . . <b>6 a</b>		X
<b>b</b>	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? . . . . . <b>6 b</b>		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? . . . . . <b>7 a</b>		
<b>b</b>	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? . . . . . <b>7 b</b>		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? . . . . . <b>7 c</b>		
<b>d</b>	If 'Yes,' indicate the number of Forms 8282 filed during the year. . . . . <b>7 d</b>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? . . . . . <b>7 e</b>		
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? . . . . . <b>7 f</b>		
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? . . . . . <b>7 g</b>		
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? . . . . . <b>7 h</b>		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year? . . . . . <b>8</b>		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966? . . . . . <b>9 a</b>		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person? . . . . . <b>9 b</b>		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12. . . . . <b>10 a</b>		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities . . . . . <b>10 b</b>		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders . . . . . <b>11 a</b>		
<b>b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) . . . . . <b>11 b</b>		
<b>12 a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041? . . . . . <b>12 a</b>		
<b>b</b>	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. . . . . <b>12 b</b>		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? . . . . . <b>13 a</b>		
<b>Note:</b> See the instructions for additional information the organization must report on Schedule O.			
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans . . . . . <b>13 b</b>		
<b>c</b>	Enter the amount of reserves on hand . . . . . <b>13 c</b>		
<b>14 a</b>	Did the organization receive any payments for indoor tanning services during the tax year? . . . . . <b>14 a</b>		X
<b>b</b>	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O. . . . . <b>14 b</b>		
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? . . . . . <b>15</b>		X
If 'Yes,' see instructions and file Form 4720, Schedule N.			
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? . . . . . <b>16</b>		X
If 'Yes,' complete Form 4720, Schedule O.			

**Part VI Governance, Management, and Disclosure** For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.  
 Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year. . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O. . . . .		
1 b	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
6	Did the organization have members or stockholders? . . . . .		X
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		X
7 b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8 a	a The governing body? . . . . .	X	
8 b	b Each committee with authority to act on behalf of the governing body? . . . . .	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses on Schedule O. . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10 a	Did the organization have local chapters, branches, or affiliates? . . . . .		X
10 b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
11 a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .	X	
11 b	Describe in Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O		
12 a	Did the organization have a written conflict of interest policy? If 'No,' go to line 13. . . . .		X
12 b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .		
12 c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done. . . . .		
13	Did the organization have a written whistleblower policy? . . . . .		X
14	Did the organization have a written document retention and destruction policy? . . . . .		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	a The organization's CEO, Executive Director, or top management official. . . . .		X
15 b	b Other officers or key employees of the organization. . . . . If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		X
16 b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ▶ CA
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. SEE SCHEDULE O
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶  
 KENN LEE 1500 WARBURTON AVENUE SANTA CLARA CA 95050-3713 (408) 615-2345

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1 a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) KATHLEEN WATANABE BOARD MEMBER	0.5 0	X						0.	0.	0.
(2) DEBI DAVIS BOARD MEMBER	0.5 0	X						0.	0.	0.
(3) RAJ CHAHAL BOARD MEMBER	0.5 0	X						0.	0.	0.
(4) KAREN HARDY VICE PRESIDENT	0.5 0	X		X				0.	0.	0.
(5) TERESA O'NEILL BOARD MEMBER	0.5 0	X						0.	0.	0.
(6) LISA M. GILLMOR PRESIDENT	0.5 0	X		X				0.	0.	0.
(7) DEANNA J. SANTANA EXECUTIVE DIR.	0.1 0			X				0.	0.	0.
(8) KENN LEE DIR. OF FINANCE	0.1 0			X				0.	0.	0.
(9) NORA PIMENTAL SECRETARY	0.1 0			X				0.	0.	0.
(10)										
(11)										
(12)										
(13)										
(14)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										

<b>1 b Subtotal</b> .....	0.	0.	0.
<b>c Total from continuation sheets to Part VII, Section A</b> .....	0.	0.	0.
<b>d Total (add lines 1b and 1c)</b> .....	0.	0.	0.

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i> .....		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes,' complete Schedule J for such individual</i> .....		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1 a Federated campaigns.....	1 a					
	b Membership dues.....	1 b					
	c Fundraising events.....	1 c					
	d Related organizations.....	1 d					
	e Government grants (contributions)....	1 e					
	f All other contributions, gifts, grants, and similar amounts not included above....	1 f					
	g Noncash contributions included in lines 1a-1f.....	1 g					
	<b>h Total.</b> Add lines 1a-1f.....						
<b>Program Service Revenue</b>	Business Code						
	2 a LEASE REVENUE		1,710,474.	1,710,474.			
	b						
	c						
	d						
	e						
	<b>g Total.</b> Add lines 2a-2f.....		1,710,474.				
<b>Other Revenue</b>	3 Investment income (including dividends, interest, and other similar amounts).....		10,673.	10,673.			
	4 Income from investment of tax-exempt bond proceeds..						
	5 Royalties.....						
	6 a Gross rents.....	6 a	(i) Real				
			(ii) Personal				
	b Less: rental expenses	6 b					
	c Rental income or (loss)	6 c					
	<b>d Net rental income or (loss)</b> .....						
	7 a Gross amount from sales of assets other than inventory	7 a	(i) Securities				
			(ii) Other				
	b Less: cost or other basis and sales expenses	7 b					
	c Gain or (loss).....	7 c					
	<b>d Net gain or (loss)</b> .....						
8 a Gross income from fundraising events (not including \$_____ of contributions reported on line 1c). See Part IV, line 18.....	8 a						
b Less: direct expenses.....	8 b						
<b>c Net income or (loss) from fundraising events</b> .....							
9 a Gross income from gaming activities. See Part IV, line 19.....	9 a						
b Less: direct expenses.....	9 b						
<b>c Net income or (loss) from gaming activities</b> .....							
10 a Gross sales of inventory, less returns and allowances	10 a						
b Less: cost of goods sold....	10 b						
<b>c Net income or (loss) from sales of inventory</b> .....							
<b>Miscellaneous Revenue</b>	Business Code						
	11 a						
	b						
	c						
	<b>d All other revenue</b> .....						
<b>e Total.</b> Add lines 11a-11d.....							
<b>12 Total revenue.</b> See instructions.....			1,721,147.	1,721,147.	0.	0.	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	0.	0.	0.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	0.	0.	0.	0.
7 Other salaries and wages.				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.				
10 Payroll taxes.				
11 Fees for services (nonemployees):				
a Management.				
b Legal.				
c Accounting.				
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion.				
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.				
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.	643,739.	643,739.		
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.				
23 Insurance.				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>PRINCIPAL DEBT PAYMENTS</u>	1,859,000.	1,859,000.		
b				
c				
d				
e All other expenses.				
25 Total functional expenses. Add lines 1 through 24e.	2,502,739.	2,502,739.	0.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year
<b>Assets</b>	1	Cash – non-interest-bearing		1
	2	Savings and temporary cash investments	1,506,485.	2 724,893.
	3	Pledges and grants receivable, net		3
	4	Accounts receivable, net		4
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6
	7	Notes and loans receivable, net		7
	8	Inventories for sale or use		8
	9	Prepaid expenses and deferred charges		9
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D		
		10a		
		b Less: accumulated depreciation		10c
	10b			
	11	Investments – publicly traded securities		11
	12	Investments – other securities. See Part IV, line 11		12
	13	Investments – program-related. See Part IV, line 11		13
14	Intangible assets		14	
15	Other assets. See Part IV, line 11	17,551,284.	15 15,637,987.	
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 33)	19,057,769.	16 16,362,880.	
<b>Liabilities</b>	17	Accounts payable and accrued expenses		17
	18	Grants payable		18
	19	Deferred revenue		19
	20	Tax-exempt bond liabilities	14,462,284.	20 13,542,987.
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22
	23	Secured mortgages and notes payable to unrelated third parties		23
	24	Unsecured notes and loans payable to unrelated third parties		24
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	3,089,000.	25 2,095,000.
	26	<b>Total liabilities.</b> Add lines 17 through 25	17,551,284.	26 15,637,987.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	27	Net assets without donor restrictions		27
	28	Net assets with donor restrictions		28
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	29	Capital stock or trust principal, or current funds	1,506,485.	29 724,893.
	30	Paid-in or capital surplus, or land, building, or equipment fund		30
	31	Retained earnings, endowment, accumulated income, or other funds		31
	32	<b>Total net assets or fund balances.</b>	1,506,485.	32 724,893.
	33	<b>Total liabilities and net assets/fund balances.</b>	19,057,769.	33 16,362,880.

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,721,147.
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,502,739.
3	Revenue less expenses. Subtract line 2 from line 1	3	-781,592.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,506,485.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	724,893.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		X
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990. Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

Employer identification number

31-1611044

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, grants, and end of year, and two yes/no questions about donor information.

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

Table with 3 columns: Question, Held at the End of the Tax Year. Rows include purpose of easements, number of easements, and various monitoring and reporting questions.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

Table with 3 columns: Question, Revenue, Assets. Rows include questions about reporting art and historical treasures and the amounts reported.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange program
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
1 c Beginning balance	
1 d Additions during the year	
1 e Distributions during the year	
1 f Ending balance	

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

**Part V Endowment Funds.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment  \_\_\_\_\_ %
- b Permanent endowment  \_\_\_\_\_ %
- c Term endowment  \_\_\_\_\_ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) Unrelated organizations	3a(i)	
(ii) Related organizations	3a(ii)	
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings				
c Leasehold improvements				
d Equipment				
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)  0.

**Part VII Investments – Other Securities.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 12.)		

**Part VIII Investments – Program Related.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 13.)		

**Part IX Other Assets.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) NET INVESTMENT IN LEASE	15,637,987.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 15.)	15,637,987.

**Part X Other Liabilities.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LEASE AGREEMENT WITH CITY OF SANTA CLARA	2,095,000.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, column (B) line 25.)	2,095,000.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII.

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments.....	2 a		
	b Donated services and use of facilities.....	2 b		
	c Recoveries of prior year grants.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).....		5	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities.....	2 a		
	b Prior year adjustments.....	2 b		
	c Other losses.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.).....		5	

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**SCHEDULE K  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information on Tax-Exempt Bonds**

▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 24a. Provide descriptions, explanations, and any additional information in Part VI.  
▶ Attach to Form 990.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

CITY OF SANTA CLARA PUBLIC FACILITIES  
FINANCING CORPORATION

Employer identification number

31-1611044

**Part I Bond Issues**

	(a) Issuer name	(b) Issuer EIN	(c) CUSIP #	(d) Date issued	(e) Issue price	(f) Description of purpose	(g) Defeased		(h) On behalf of issuer		(i) Pooled financing	
							Yes	No	Yes	No	Yes	No
A	CITY OF SANTA CLARA	94-6000426	801400EK4	3/28/2013	19,571,640.	CENTRAL PARK LIBRARY REFUNDING		X		X		
B												
C												
D												

**Part II Proceeds**

	A		B		C		D	
1	Amount of bonds retired		1,913,297.					
2	Amount of bonds legally defeased							
3	Total proceeds of issue		19,571,640.					
4	Gross proceeds in reserve funds		703,637.					
5	Capitalized interest from proceeds							
6	Proceeds in refunding escrows		18,437,270.					
7	Issuance costs from proceeds		430,733.					
8	Credit enhancement from proceeds							
9	Working capital expenditures from proceeds							
10	Capital expenditures from proceeds							
11	Other spent proceeds							
12	Other unspent proceeds							
13	Year of substantial completion							
	Yes	No	Yes	No	Yes	No	Yes	No
14	Were the bonds issued as part of a refunding issue of tax-exempt bonds (or, if issued prior to 2018, a current refunding issue)?		X					
15	Were the bonds issued as part of a refunding issue of taxable bonds (or, if issued prior to 2018, an advance refunding issue)?				X			
16	Has the final allocation of proceeds been made?		X					
17	Does the organization maintain adequate books and records to support the final allocation of proceeds?		X					



**Part III Private Business Use**

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
1 Was the organization a partner in a partnership, or a member of an LLC, which owned property financed by tax-exempt bonds? .....								
2 Are there any lease arrangements that may result in private business use of bond-financed property? .....								
3a Are there any management or service contracts that may result in private business use of bond-financed property? .....								
b If 'Yes' to line 3a, does the organization routinely engage bond counsel or other outside counsel to review any management or service contracts relating to the financed property? ...								
c Are there any research agreements that may result in private business use of bond-financed property? .....								
d If 'Yes' to line 3c, does the organization routinely engage bond counsel or other outside counsel to review any research agreements relating to the financed property? .....								
4 Enter the percentage of financed property used in a private business use by entities other than a section 501(c)(3) organization or a state or local government .....		%		%		%		%
5 Enter the percentage of financed property used in a private business use as a result of unrelated trade or business activity carried on by your organization, another section 501(c)(3) organization, or a state or local government .....		%		%		%		%
6 Total of lines 4 and 5 .....		%		%		%		%
7 Does the bond issue meet the private security or payment test? .....								
8a Has there been a sale or disposition of any of the bond-financed property to a nongovernmental person other than a 501(c)(3) organization since the bonds were issued? ...								
b If 'Yes', to line 8a, enter the percentage of bond-financed property sold or disposed of. ....		%		%		%		%
c If 'Yes' to line 8a, was any remedial action taken pursuant to Regulations sections 1.141-12 and 1.145-2? .....								
9 Has the organization established written procedures to ensure that all nonqualified bonds of the issue are remediated in accordance with the requirements under Regulations sections 1.141-12 and 1.145-2? .....								

**Part IV Arbitrage**

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
1 Has the issuer filed Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate? .....		X						
2 If 'No' to line 1, did the following apply?								
a Rebate not due yet? .....	X							
b Exception to rebate? .....		X						
c No rebate due? .....		X						
If 'Yes' to line 2c, provide in Part VI the date the rebate computation was performed.								
3 Is the bond issue a variable rate issue? .....		X						

**Part IV Arbitrage** (continued)

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
<b>4 a</b> Has the organization or the governmental issuer entered into a qualified hedge with respect to the bond issue?.....		X						
<b>b</b> Name of provider.....								
<b>c</b> Term of hedge.....								
<b>d</b> Was the hedge superintegrated?.....								
<b>e</b> Was the hedge terminated?.....								
<b>5 a</b> Were gross proceeds invested in a guaranteed investment contract (GIC)?.....		X						
<b>b</b> Name of provider.....								
<b>c</b> Term of GIC.....								
<b>d</b> Was the regulatory safe harbor for establishing the fair market value of the GIC satisfied?....								
<b>6</b> Were any gross proceeds invested beyond an available temporary period?.....		X						
<b>7</b> Has the organization established written procedures to monitor the requirements of section 148?.....	X							

**Part V Procedures To Undertake Corrective Action**

	A		B		C		D	
	Yes	No	Yes	No	Yes	No	Yes	No
Has the organization established written procedures to ensure that violations of federal tax requirements are timely identified and corrected through the voluntary closing agreement program if self-remediation isn't available under applicable regulations?.....	X							

**Part VI Supplemental Information.** Provide additional information for responses to questions on Schedule K. See instructions

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization  
**CITY OF SANTA CLARA PUBLIC FACILITIES  
FINANCING CORPORATION**

Employer identification number  
**31-1611044**

**FORM 990, PART III, LINE 1 - ORGANIZATION MISSION**

TO RENDER FINANCIAL ASSISTANCE TO THE CITY OF SANTA CLARA BY FINANCING, REFINANCING, ACQUIRING, CONSTRUCTING, IMPROVING, LEASING AND SELLING OF BUILDINGS, BUILDING IMPROVEMENTS, EQUIPMENT, AND OTHER PUBLIC IMPROVEMENTS, LANDS, AND ANY OTHER REAL OR PERSONAL PROPERTY FOR THE BENEFIT OF RESIDENTS OF THE CITY OF SANTA CLARA CALIFORNIA.

**FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS**

THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION HAS ITS FORM 990 PREPARED BY AN OUTSIDE TAX PREPARER BASED ON INFORMATION PROVIDED BY THE CITY. THE FOLLOWING PROCESS OCCURS PRIOR TO THE FORM 990 FILING:

WHEN THE FORM 990 IS PREPARED , IT IS REVIEWED BY MANAGEMENT AND IS PRESENTED TO MEMBERS OF THE GOVERNING BODY PRIOR TO ITS SUBMISSION. THE GOVERNING BODY IS PROVIDED WITH AT LEAST 3 DAYS TO REVIEW THE PREPARED FORM 990 AND PROVIDE THEIR COMMENTS TO MANAGEMENT. THE FORM 990 IS THEN PRESENTED FOR ACCEPTANCE AT A SPECIAL CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION BOARD MEETING.

**FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE**

ALL FORMAL DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC ON REQUEST.

2019

**CALIFORNIA FILING INSTRUCTIONS**

CITY OF SANTA CLARA PUBLIC FACILITIES  
FINANCING CORPORATION

31-1611044

**ELECTRONICALLY FILED:**

FORM 199 - 2019 CALIFORNIA EXEMPT ORGANIZATION ANNUAL INFORMATION  
RETURN WILL BE ELECTRONICALLY FILED UPON RECEIPT OF A SIGNED FORM  
8453-E0.

**PAYMENT:**

THERE IS A BALANCE DUE OF \$10.

**FORM TO FILE:**

FORM 3586 - PAYMENT VOUCHER FOR E-FILED RETURNS

**WHERE TO FILE:**

FRANCHISE TAX BOARD  
P.O. BOX 942857  
SACRAMENTO, CA 94257-0531

**WHEN TO FILE:**

AS SOON AS POSSIBLE.

California Exempt Organization Annual Information Return

Calendar Year 2019 or fiscal year beginning (mm/dd/yyyy) 7/01/2019, and ending (mm/dd/yyyy) 6/30/2020

Corporation/Organization name CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION
California corporation number 2011023
FEIN 31-1611044
PMB no.
Street address (suite or room) 1500 WARBURTON AVENUE
City SANTA CLARA State CA Zip code 95050-3713
Foreign country name Foreign province/state/county Foreign postal code

A First Return Yes No
B Amended Return Yes No
C IRC Section 4947(a)(1) trust Yes No
D Final Information Return? Dissolved Surrendered (Withdrawn) Merged/Reorganized
E Check accounting method: 1 Cash 2 Accrual 3 Other
F Federal return filed? 1 990T 2 990-PF 3 Sch H (990) 4 Other 990 series
G Is this a group filing?
H Is this organization in a group exemption?
I Did the organization have any changes to its guidelines not reported to the FTB?
J If exempt under R&TC Section 23701d, has the organization engaged in political activities?
K Is the organization exempt under R&TC Section 23701g?
L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box.
M Is the organization a Limited Liability Company?
N Did the organization file Form 100 or Form 109 to report taxable income?
O Is the organization under audit by the IRS or has the IRS audited in a prior year?
P Is federal Form 1023/1024 pending? Date filed with IRS

Part I Complete Part I unless not required to file this form. See General Information B and C.

Table with 3 columns: Description, Line Number, Amount. Rows include Receipts and Revenues (1-8), Expenses (9-10), and Filing Fee (11-17).

Sign Here: Signature of officer, Title (DIR. OF FINANCE), Date (3-27-2021), Telephone (408) 615-2368
Paid Preparer's Use Only: Preparer's signature, Firm's name (MAZE & ASSOCIATES), Address (4476 BUSKIRK AVE STE 215, PLEASANT HILL, CA 94523), Telephone 925-930-0902
May the FTB discuss this return with the preparer shown above? Yes No

**Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts – complete Part II or furnish substitute information.**

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	1	
	2	Interest	2	10,673.
	3	Dividends	3	
	4	Gross rents	4	
	5	Gross royalties	5	
	6	Gross amount received from sale of assets (See Instructions)	6	
	7	Other income. Attach schedule SEE STATEMENT 1	7	1,710,474.
Expenses and Disbursements	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Page 1, Part I, line 1.	8	1,721,147.
	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule	9	
	10	Disbursements to or for members	10	
	11	Compensation of officers, directors, and trustees. Attach schedule SEE STMT 2	11	0.
	12	Other salaries and wages	12	
	13	Interest	13	643,739.
	14	Taxes	14	
	15	Rents	15	
	16	Depreciation and depletion (See instructions)	16	
	17	Other Expenses and Disbursements. Attach schedule SEE STATEMENT 3	17	1,859,000.
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Page 1, Part I, line 9.	18	2,502,739.

Schedule L Balance Sheet		Beginning of taxable year		End of taxable year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		1,506,485.		724,893.
2	Net accounts receivable				
3	Net notes receivable				
4	Inventories				
5	Federal and state government obligations				
6	Investments in other bonds				
7	Investments in stock				
8	Mortgage loans				
9	Other investments. Attach schedule				
10a	Depreciable assets				
	b Less accumulated depreciation				
11	Land				
12	Other assets. Attach schedule STM 4		17,551,284.		15,637,987.
13	Total assets		19,057,769.		16,362,880.
<b>Liabilities and net worth</b>					
14	Accounts payable				
15	Contributions, gifts, or grants payable				
16	Bonds and notes payable. ST 5		14,462,284.		13,542,987.
17	Mortgages payable				
18	Other liabilities. Attach schedule STM 6		3,089,000.		2,095,000.
19	Capital stock or principal fund		1,506,485.		724,893.
20	Paid-in or capital surplus. Attach reconciliation				
21	Retained earnings or income fund				
22	Total liabilities and net worth		19,057,769.		16,362,880.

Schedule M-1 Reconciliation of income per books with income per return				
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000				
1	Net income per books	-781,592.	7	Income recorded on books this year not included in this return. Attach schedule
2	Federal income tax		8	Deductions in this return not charged against book income this year. Attach schedule
3	Excess of capital losses over capital gains		9	Total. Add line 7 and line 8
4	Income not recorded on books this year. Attach schedule		10	Net income per return. Subtract line 9 from line 6
5	Expenses recorded on books this year not deducted in this return. Attach schedule			
6	Total. Add line 1 through line 5	-781,592.		

**IF PAID ELECTRONICALLY: DO NOT FILE THIS FORM**

**WHERE TO FILE:** Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the California corporation number, FEIN, or CA SOS file number and "2019 FTB 3539" on the check or money order. Detach form below. Enclose, but **do not** staple, the payment with the form and mail to:

**FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO CA 94257-0531**

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

**WHEN TO FILE:** Calendar year C corporations – File and Pay by April 15, 2020  
Calendar year S corporations – File and Pay by March 16, 2020  
Calendar year exempt organizations – File and Pay by May 15, 2020  
Employees' trust and IRA – File and Pay by April 15, 2020  
Fiscal year filers – See instructions

When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

**ONLINE SERVICES:** Make payments online using Web Pay for Businesses. Corporations or exempt organizations can make an immediate payment or schedule payments up to a year in advance. Go to [ftb.ca.gov/pay](http://ftb.ca.gov/pay) for more information.

----- DETACH HERE -----

IF NO PAYMENT IS DUE, DO NOT MAIL THIS FORM

----- DETACH HERE -----

**CAUTION:** You may be required to pay electronically, see instructions.

TAXABLE YEAR

CALIFORNIA FORM

**2019**

**Payment for Automatic Extension  
for Corporations and Exempt Organizations**

**3539 (CORP)**

2011023 CITY 31-1611044 000000000000 19 FORM 3

TYB 07-01-2019 TYE 06-30-2020

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

KENN LEE

1500 WARBURTON AVENUE

SANTA CLARA CA 95050-3713

(408) 615-2368

AMOUNT OF PAYMENT 10.

**STATEMENT 1**  
**FORM 199, PART II, LINE 7**  
**OTHER INCOME**

PROGRAM SERVICE REVENUE..... \$ 1,710,474.  
TOTAL \$ 1,710,474.

**STATEMENT 2**  
**FORM 199, PART II, LINE 11**  
**COMPENSATION OF OFFICERS, DIRECTORS, TRUSTEES AND KEY EMPLOYEES**

**CURRENT OFFICERS:**

NAME AND ADDRESS	TITLE AND AVERAGE HOURS PER WEEK DEVOTED	TOTAL COMPEN- SATION	CONTRI- BUTION TO EBP & DC	EXPENSE ACCOUNT/ OTHER
KATHLEEN WATANABE 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	\$ 0.	\$ 0.	\$ 0.
DEBI DAVIS 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
RAJ CHAHAL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
KAREN HARDY 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	VICE PRESIDENT 0.50	0.	0.	0.
TERESA O'NEILL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
LISA M. GILLMOR 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	PRESIDENT 0.50	0.	0.	0.
DEANNA J. SANTANA 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	EXECUTIVE DIR. 0.10	0.	0.	0.
KENN LEE 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	DIR. OF FINANCE 0.10	0.	0.	0.
NORA PIMENTAL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	SECRETARY 0.10	0.	0.	0.
<b>TOTAL</b>		<u>\$ 0.</u>	<u>\$ 0.</u>	<u>\$ 0.</u>



**STATEMENT 3**  
**FORM 199, PART II, LINE 17**  
**OTHER EXPENSES**

PRINCIPAL DEBT PAYMENTS..... \$ 1,859,000.  
 TOTAL \$ 1,859,000.

**STATEMENT 4**  
**FORM 199, SCHEDULE L, LINE 12**  
**OTHER ASSETS**

NET INVESTMENT IN LEASE..... 15,637,987.  
 TOTAL \$ 15,637,987.

**STATEMENT 5**  
**FORM 199, SCHEDULE L, LINE 16**  
**BONDS AND NOTES PAYABLE**

TAX-EXEMPT BONDS	BALANCE DUE
<hr/>	
PURPOSE OF ISSUE: CENTRAL PARK LIBRARY REFUNDING	
ISSUE DATE: 3/28/2013	
ORIGINAL ISSUE AMOUNT: 19,571,640.	
TYPE OF FORM FILED: FORM 8038-G	
FORM 8038 FILING DATE: 3/28/2013	
OUTSTANDING ISSUE AMT:	13,542,987.
	TOTAL TAX-EXEMPT BONDS \$ <u>13,542,987.</u>
	TOTAL NOTES AND BONDS PAYABLE \$ <u>13,542,987.</u>

**STATEMENT 6**  
**FORM 199, SCHEDULE L, LINE 18**  
**OTHER LIABILITIES**

LEASE AGREEMENT WITH CITY OF SANTA CLARA..... 2,095,000.  
 TOTAL \$ 2,095,000.



## Agenda Report

21-513

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Agreement with CentralSquare Technologies, LLC for Enterprise Asset Management Software and Services

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City has thousands of physical assets that need ongoing maintenance and improvements. Examples of these assets include properties, facilities, infrastructure, vehicles, equipment, streetlights, trees, fleet, and underground utility structures. In order to efficiently manage these assets, the City established an Enterprise Asset Management Program (EAM PROGRAM) that was originally deployed in 2013. The goal of the program is to:

- Optimize quality, utilization, and performance of these assets
- Reduce operational costs
- Streamline the process for scheduling preventive maintenance, work order management to log, assign and track issues that require attention
- Catalog and track the geographical location of assets
- Ensure regulatory compliance when required

The City's EAM PROGRAM utilizes two key software applications to accomplish these goals: Enterprise Geographic Information System (GIS) and Enterprise Asset Management (EAM) from software providers ESRI and CentralSquare, respectively. The GIS application records the location of physical assets as described above. Both applications have been integrated to provide seamless functionality. The EAM application is integrated with GIS to provide both asset management and work order management services, enabling City departments to track the location, status, labor, cost, utilization, and maintenance of assets. In day-to-day operations, the EAM application tracks City assets, captures inventory for departments, schedules maintenance tasks, and provides the necessary data for strategic planning of critical infrastructure replacements.

The EAM application was competitively let and originally implemented in 2013 for the Water and Sewer Utilities Department. The solution proved successful and as a result Public Works Building Maintenance Division, Parks & Recreation Department and Silicon Valley Power have adopted the software.

The original agreement that covered the implementation described above term out in 2019. Staff has been issuing purchase orders for ongoing software support and maintenance services. To date,

the City has invested approximately \$365,000 for the EAM application.

The purpose of this report is to request authorization to enter into a master agreement with CentralSquare Technologies, LLC to provide professional services required for product integration and configuration to further expand the EAM PROGRAM for use by various Departments throughout the City and memorialize the terms of the software license and ongoing support and maintenance services.

## DISCUSSION

Staff is requesting authority to execute a Master Agreement with CentralSquare to further expand the system for use throughout the City. The Master Agreement has three major components as follows:

### Professional Services for Product Integration and Configuration

The maximum compensation of \$250,000 for professional services over the initial five-year term of the agreement as required to expand the system for future utilizations Citywide. The initial project under the new agreement will be to implement the EAM application for the Public Works Tree, Traffic Signs & Markings, Streets, Sidewalk, Curb & Gutter, and Storm Drain Maintenance Divisions which has an estimated cost of \$43,000. In addition, individual service orders will be issued for City Departments as new requirements are identified, scoped, and funding secured.

### Ongoing Software Maintenance and Support

The cost for annual software support and maintenance is \$31,184 in year 1 for a total of \$172,312 (inclusive of the maximum 5% annual rate increases) over the initial five-year term. This cost is subject to change over the term of the agreement if additional software licenses are purchased.

### Additional Software Licenses

The City currently owns a sufficient number of concurrent software licenses. In the event additional user licenses are required, the cost is \$2,000 per license which is subject to annual increases no greater than 5%.

This recommendation is consistent with the single/source criteria in Section 2.105.160(b)(2) of the City Code "When required to ensure operation or function to match other products with respect to repair, expansion, or completion of a system, existing structure or program currently in use by the City, including, but not limited to, utility and technology purchases required to achieve interoperability with existing systems or programs."

Staff benchmarked pricing with other government agencies as well as previous implementations at the City. Staff validated that the pricing for software and related professional services is fair and reasonable.

## 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

Funding for these services is available in various departmental budgets. Professional integration services for system expansion will be executed by issuing service orders and are subject to appropriation of funds.

Software support and maintenance services is \$31,184 in year 1 for a total of \$172,312 over the initial five-year term. The five-year total assumes the maximum rate increase of 5% are exercised each year.

### COORDINATION

This report was coordinated with the Water & Sewer Utilities, Public Works 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) <<mailto:clerk@santaclaraca.gov>>.

### RECOMMENDATION

1. Authorize the City Manager to execute a Master Agreement with CentralSquare Technologies, LLC for Enterprise Asset Management Software and Services to provide professional services for software implementation and configuration for an initial five-year term starting on or around May 1, 2021 and ending on or around April 30, 2026, with maximum compensation not to exceed \$250,000, subject to the appropriation of funds;
2. Authorize the City Manager to execute Purchase Orders with CentralSquare Technologies, LLC for ongoing software support and maintenance services at the rate of \$31,184 in year 1, subject to a maximum rate increase of 5% per year, for an estimated total of \$172,312, assuming 5% increases are exercised each year, subject to the annual appropriation of funds and the terms and conditions of the Master Agreement;
3. Authorize the City Manager to execute Purchase Orders with CentralSquare Technologies, LLC for the purchase of additional concurrent software licenses as may be required (currently at \$2000 per license), and to adjust the rate for ongoing software support and maintenance services associated with the purchase of additional software licenses (currently at \$400 per license per year), subject to the appropriation of funds and the terms and conditions of the Master Agreement; and
4. Authorize the City Manager to execute one-year renewals to extend the term of the Master Agreement after the initial five-year term as may be required, subject to the appropriation of funds.

Reviewed by: Gaurav Garg, Director of Information Technology/CIO

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. CentralSquare Solutions Agreement

## CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the City of Santa Clara ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	CITY OF SANTA CLARA
1000 Business Center Dr. Lake Mary, FL 32746	1500 Warburton Avenue Santa Clara, CA 95050
DocuSigned by: <i>Dan Maier</i>	By:
E4124F28B4F5410 Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 4/7/2021	Date Signed:

### 1. **Solution: Enterprise Asset Management**

### 2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** Except as otherwise provided in Section 16.3 below, this Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party sixty (60) calendar days prior to the expiration of the current contract term.

### 3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Schedule of Fees**").

### 4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

- 4.19. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.21. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.23. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

## **5. License, Access & Services and Audit.**

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms and conditions of this Agreement.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date.**"
- 5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request and reasonable advance notice, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
  - 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
  - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and

use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
  - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
  - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
  - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
  - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
  - 5.7.6. any relocation of the Solution other than by CentralSquare personnel;
  - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
  - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions, provided that they do not materially derogate the overall quality of the Support Services and Solutions, that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a CentralSquare issued Add-On Quote and attached to a Service Order Form (Exhibit 5) signed by both Parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare



may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

**6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

**7. Customer Obligations.**

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

**8. Professional Services.**

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements,

works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

**9. Confidentiality. Confidential Information.** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

9.1. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section 9; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.2. Upon expiration or termination of this Agreement, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

## **10. Security.**

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

**11. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**12. Representations and Warranties.**

- 12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.
- 12.2. CentralSquare expressly warrants that all Professional Services and Support Services covered by this Agreement shall be fit for the purpose intended, in accordance with industry standards and shall conform to the specifications, requirements and instructions upon which this Agreement is based. CentralSquare agrees to promptly replace or correct any incomplete, inaccurate or defective Professional Services and Support Services at no further cost to City when defects are due to the negligence, errors or omissions of CentralSquare.
- 12.3. CentralSquare warrants that the Solution(s) will conform in all material respects to the specification, functions, descriptions, standards, and criteria set forth in this Agreement and any applicable Documentation.
- 12.4. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE**

**OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to  
CentralSquare : **CentralSquare**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**      **email: [info@CentralSquare.com](mailto:info@CentralSquare.com)**  
**Attention: Senior Counsel / Contracts Department**

If to Customer: **City of Santa Clara**  
**1500 Warburton Avenue**  
**Santa Clara, CA 95050**  
**Email: [GGarg@santaclaraca.gov](mailto:GGarg@santaclaraca.gov)**  
**Attention: Gaurav Garg**

- 14. Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

**15. Indemnification.**

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Centralsquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors,

Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRAL SQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

**16. Termination.** This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay undisputed amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 16.3. Customer's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. CentralSquare acknowledges that Customer, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the Customer shall pay CentralSquare for any Services performed in accordance with this Agreement up to the date of termination.

**17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and
- 17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

**18. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

**19. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.
- 19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).
- 19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.
- 19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

- 19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.
- 19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in California. Parties agree to hold the deliberations in such arbitration confidential.
- 19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 20. Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 21. LIABILITY**. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
- 21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR LIQUIDATED DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
- 21.2. CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED \$1,000,000. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO DAMAGES ARISING FROM CENTRAL SQUARE'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 15.
- 22. Third-Party Materials**. CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-

party materials are provided “as-is” and any representation or warranty concerning them is strictly between Customer and the third-party.

- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 26. Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a “Material Adverse Change”), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 27. Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

**28. Order of Precedence.**

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer’s purchase terms and conditions or CentralSquare’s sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Schedule of Fees

Exhibit 2 – Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Minimum Insurance Requirements

Exhibit 5 – Sample Service Order Form

**EXHIBIT 1**  
**Schedule of Fees**

**LICENSED SOLUTIONS:**

<b>Product</b>	<b>Unit</b>	<b>Number of Licenses</b>
Assets Management	Concurrent Users	21
Work Order Management	Concurrent Users	31
GIS Desktop	Site	1
GIS Server / Web	Site	1
Lucity API	Site	1
Mobile	Site	1
CitizenPortal	Site	1
PublicStuff (Integration)	Site	1

**MAXIMUM COMPENSATION FOR PROFESSIONAL SERVICES:** The maximum compensation shall be as set forth in each Approved Service Order (Maximum Service Order Compensation). No services will be performed unless both Parties execute an Approved Service Order outlining the services requested and the compensation agreed for such services. Compensation shall be negotiated to be paid on lump sum or time and material basis in accordance with the rates set forth below.

**Time & Materials Services Rates:**

Consulting Rate - \$180 per hour  
 Technical Services Rate - \$180 per hour.  
 Development Reporting Services Rate - \$180 per hour  
 GIS Service Rate - \$180 per hour  
 Data Conversion Rate - \$180 per hour  
 Project Management Rate - \$180 per hour

**Fixed Services Rates:**

Consulting Rate - \$195 per hour  
 Technical Services Rate - \$195 per hour  
 Development Programming Rate - \$195 per hour  
 GIS Service Rate - \$195 per hour  
 Data Conversion Rate - \$195 per hour  
 Project Management Rate - \$195 per hour  
 Development Reporting/Cognos Rate - \$195 per hour

All payments for services shall be tied to a deliverable/work product. The City is not allowed to prepay for Professional Services.

Hourly rates are subject to increases ; however, in no event shall the increase in hourly rates from one year to another be greater than 5% over the previous year.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.



**SUPPORT SERVICES:** City shall pay \$31,184.18 beginning May 1, 2021. A separate Purchase Order (PO) will be issued as required by the City and in accordance with the terms and conditions of this Agreement.

Code	Application	Qty	5/1/2021-4/30/2022
2343LG	EAM- API Annual Maintenance Fee	1	\$ 356.39
2343LG	EAM- API Annual Maintenance Fee	1	\$ 1,217.69
2343LG	Asset Management - Assets Annual Maintenance Fee	1	\$ 712.79
2343LG	Asset Management - Assets Annual Maintenance Fee	1	\$ 904.59
2343LG	Asset Management - Assets Annual Maintenance Fee	1	\$ 8,401.98
2343LG	Asset Management - GIS Desktop Annual Maintenance Fee	1	\$ 2,647.58
2343LG	Asset Management - GIS Desktop Annual Maintenance Fee	1	\$ 730.60
2343LG	Asset Management - GIS Web Annual Maintenance Fee	1	\$ 2,435.36
2343LG	Asset Management - Mobile Annual Maintenance Fee	1	\$ 3,653.03
2343LG	Asset Management - Citizen Portal Annual Maintenance Fee	1	\$ 1,217.69
2343LG	Asset Management - Work Annual Maintenance Fee	1	\$ 1,356.88
2343LG	Asset Management - Work Annual Maintenance Fee	1	\$ 7,549.61
<b>Total</b>			<b>\$ 31,184.18</b>

Fees are subject to increases; however, in no event shall increases be greater than 5% over the previous year.

**ADDITIONAL SOFTWARE LICENSES/PRODUCTS:**

A separate Purchase Order (PO) will be issued as required by the City and in accordance with the terms and conditions of this Agreement for any additional licenses. Additional licenses will be \$2000 per license. This license fee is subject to annual increase; however, in no event shall increases be greater than 5% over the previous year.

**ANCILLARY FEES:**

- a. Reimbursement of travel and living expenses will be governed by Exhibit 3 (“**Travel Expense Guidelines**”) attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- c. If Customer fails to make any payment when due, and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

## EXHIBIT 2

### Maintenance & Support Standards

**I. Support Hours: Hours During Which CentralSquare’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

**II. Targeted Response Times.**

“Notification” means a communication to CentralSquare’s help desk by means of: (i) CentralSquare’s web helpline; or (ii) the placement of a telephone call.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement.

With respect to CentralSquare’s support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare “Telephone Support” hour occurring after CentralSquare’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.  A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning CentralSquare’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

*Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) CentralSquare’s support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare’s online support portal, and b) when CentralSquare’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.*

#### IV. Telephone Support & Support Portal

- a. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration
- b. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.
- c. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

### EXHIBIT 3

#### Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. The City will pay for other incidental expenses in the amount established by the GSA for the destination location (available at: <http://www.gsa.gov/perdiem>). With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – The City will pay for meals during authorized travel, including tax and tips, up to the per diem amount established by the General Service Administration (GSA) for the destination location (available at: <http://www.gsa.gov/perdiem>). The City will not pay for alcoholic beverages or service/delivery charges.

## EXHIBIT 4

### Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by CentralSquare in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CentralSquare in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**EXHIBIT 5**  
**Sample Service Order Form**

This Service Order is issued by the City of Santa Clara to the contractor listed below. This Service Order shall constitute a binding legal contract between the City and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Service Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

**PART A: GENERAL INFORMATION**

<b>Service Order No.:</b>		<input type="checkbox"/> Original <input type="checkbox"/> First Revised <input type="checkbox"/> Second Revised <input type="checkbox"/> Other _____	
<b>Contract No.</b>			
<b>Contractor Name/Address:</b>			
<b>Master Agreement Name:</b>			
<b>Expiration Date of Agreement:</b>			
<b>Contractor's Project Manager:</b>	<b>Name:</b>	<b>Email:</b>	
<b>City's Project Manager</b>	<b>Name:</b>	<b>Email:</b>	
<b>Period of Performance for this Service Order:</b>	<b>Start Date:</b>	<b>Expected Completion Date:</b>	
<b>Maximum Service Order Compensation:</b>			
<b>Sufficient funds are available in Fund #:</b> (to be completed by City)			
<b>Signatures:</b>			
Contractor Name [Print]:		Date:	
_____	<i>Signature</i>	_____	
City's Project Manager [Print]:		Date:	
_____	<i>Signature</i>	_____	
City's Department Director Name [Print]:		Date:	
_____	<i>Signature</i>	_____	

**PART B: SERVICES TO BE PERFORMED FOR SERVICE ORDER**

**1. REVISED SERVICE ORDER**

- No
- If yes, provide a brief description of the change(s).

**2. SCOPE OF WORK TO BE PERFORMED**

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

**3. COMPENSATION**

**a. Basis of Compensation:**     Time & Materials         Fixed Fee

**b. Reimbursable Expenses:**

- No expenses are reimbursable.
- Expenses are separately reimbursable in the maximum amount of: \_\_\_\_\_

**c. Payment Schedule:**  Monthly     Completion of Deliverable/Milestone  Completion of Work

**Payment Terms.** Provide payment terms below or attach as a separate file.



## Agenda Report

21-478

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 1 to the Affordable Housing Agreement with LS-Santa Clara, LLC for the Project Located at 1433-1493 El Camino Real

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

On December 3, 2019, City Council approved the Affordable Housing Agreement with LS-Santa Clara, LLC for Project located at 1433-1493 El Camino Real. The Parties entered into the Original Agreement for the purpose of having Developer provide four (4) Below Market Purchase (BMP) units designated as Units 6, 10, 24, and 28. The Developer now wishes to amend the Original Agreement to replace unit #6 with unit #3; however, the Plan identification and Affordable Sales Price will remain the same.

The project consists of for-sale condominium units with attached two-car garage distributed among five three-story buildings; a private street and eight visitor parking spaces with access from Civic Center Drive; and common landscaped open space and a 3,048 square foot on-site private recreation area. The project also includes future private maintenance provisions with the establishment of a Homeowners Association and Covenants, Conditions and Restrictions.

As a condition of the land use entitlements, and per the City's inclusionary housing policy governing at the time of the entitlement, the Developer was required to enter into an Affordable Housing Agreement (AHA) with the City to designate 10 percent of the total units (i.e., 3.9 dwelling units) as Below Market Purchase (BMP) units to be sold to qualified first-time homebuyers at an affordable price based upon Area Median Income (AMI).

#### DISCUSSION

The BMP Policies and Procedures Guidelines adopted by the City Council ("BMP Program") provide that in the case of a fractional obligation of 3.9 units, a developer can either elect to provide four (4) BMP units or three (3) BMP units and pay a BMP in-lieu fee for the fractional units. In this case the Developer is proposing to provide four BMP units. The BMP units will be sold to households whose incomes are at or below 110 percent of 2019 AMI with an average affordability level of 100% AMI. The resulting sales prices for the BMP units will be as follows:



- 3 bedroom/ and 3 Bath, Plan 1 \$388,000 (90% AMI)
- 3 bedroom/ and 3 Bath, Plan 1 \$445,000 (100% AMI)
- 3 bedroom/ and 3 Bath, Plan 2 \$445,000 (100% AMI)
- 3 bedroom/ and 3.5 Bath, Plan 3 \$472,000 (110% AMI)

At the time of approval, the Developer designated Units 6, 10, 24 and 26 as affordable. The sales staff mistakenly sold unit 6 as a market-rate home during early December and were unable to cancel the sale. As per Amendment No. 1, Unit 6 will now be replaced with Unit 3 which has the same plan layout, square footage, and Affordable Sales Price.

### 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

In accordance with the policies of the BMP Program, the City will realize a recapture of the inclusionary subsidy value of the BMP units when resold in the future if the unit is sold within twenty (20) years of the date of the AHA. The principal amount of the BMP subsidy value is due in full at the end of the 20-year term.

### COORDINATION

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

### PUBLIC CONTACT

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

### RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 1 to the Affordable Housing Agreement with LS-Santa Clara, LLC, to execute amendments thereto, and to take any other action necessary to implement the requirement for the provision of four (4) Below Market Purchase homes within a 39-unit townhome project at 1433-1493 El Camino Real; and
2. Authorize the recordation thereof.

Reviewed by: Andrew Crabtree, Director, Community Development

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Amendment No. 1
2. Affordable Housing Agreement with LS-Santa Clara, LLC

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
LS-Santa Clara LLC  
3130 Crow Canyon Pl #325  
San Ramon, CA 94583  
And  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
For Units, 3,10,24,26

**AMENDMENT NO. 1  
TO THE AFFORDABLE HOUSING AGREEMENT  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LS-SANTA CLARA, LLC**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, (the "Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation, (City) and LS-Santa Clara, LLC, a Delaware Limited Liability company with its principal place of business located at 3130 Crow Canyon Pl, Suite 325, San Ramon, CA 94583 (the Developer). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment."

**RECITALS**

- A. The Parties previously entered into an agreement entitled Affordable Housing Agreement dated December 3, 2019 (the "Original Agreement") which was recorded with Santa Clara County on December 13, 2019, Recording Number 24356708; and
- B. The Parties entered into the Original Agreement for the purpose of having Developer provide four (4) Below Market Purchase (BMP) units designated as Units 6, 10,24, and 28.
- C. The Parties now wish to amend the Original Agreement to replace unit #6 with unit #3, the Plan identification and Affordable Sales Price will remain the same.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AMENDMENT TERMS AND CONDITIONS**

That paragraph number a. of Section 1 of the Original Agreement, entitled "Developer Obligations is hereby amended to read as follows:

a. The BMP Units shall be sold at the following "Affordable Sales Price":

- i. Unit # 10, 3 bedroom/ and 3 Bath, Plan 1 \$445,000 (100% AMI)
- ii. Unit # 26, 3 bedroom/ and 3 Bath, Plan 1 \$388,000 ( 90% AMI)
- iii. Unit # 3, 3 bedroom/ and 3.5 Bath, Plan 2 \$445,000 (100% AMI)
- iv. Unit# 24, 3 bedroom/ and 3.5 Bath, Plan 3 \$472,000(110% AMI)

That on **Attachment B- "BMP UNIT LOCATIONS"** the Site Map will be replaced with an updated Site Map, attached here to as **Attachment A- AMENDED BMP UNIT LOCATIONS,"** showing unit 3 that is being revised in this Amendment No. 1.

**2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

**3. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**LEGEND SANTA CLARA, LLC**

Dated: March 8, 2021  
By (Signature):   
Name: Mark Chamberlain  
Title: Vice President  
Principal Place of Business Address: LS-Santa Clara c/o Landsea Homes  
3130 Crow Canyon Pl., Ste 325, San Ramon, CA 94583  
Email Address: mchamberlain@landseahomes.com  
Telephone: 925-369-0221  
Fax: ( ) N/A  
"DEVELOPER"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )SS  
COUNTY OF CONTRA COSTA )

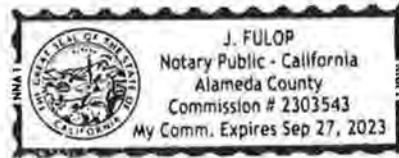
On March 8, 2021, before me, J. Fulop, Notary Public, personally appeared Mark Chamberlain, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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

J. Fulop



*This area for official notarial seal*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss:

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2019 before me,  
\_\_\_\_\_

Notary Public (insert name and title of the officer),

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

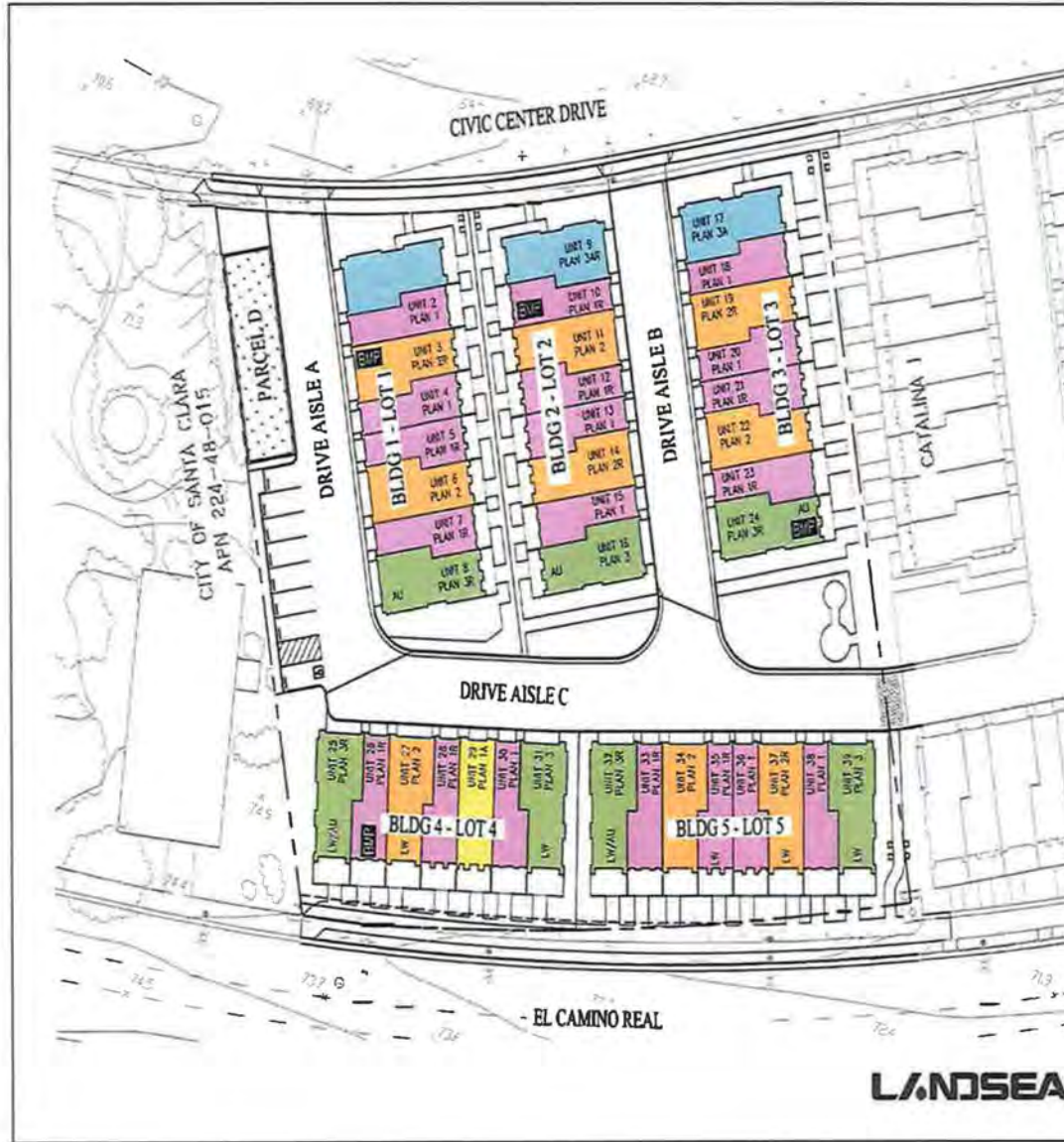
[Seal]

**AMENDMENT NO.1 TO  
AFFORDABLE HOUSING AGREEMENT  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA,  
AND**

**LS-SANTA CLARA, LLC**

**ATTACHMENT A  
AMENDED BMP UNIT LOCATIONS**

(Map Attached)



**UNIT PLAN SUMMARY**

PLAN TYPE	UNIT LIVING AREA (SF)	UNIT COUNT
1	1,620	19
1A	1,634	1
2	1,695	9
3	1,955	7
3A	1,972	3
<b>TOTAL</b>		<b>39</b>

(BELOW MARKET PRICE) UNIT: 4 UNITS  
 LIVE WORK UNIT: 7 UNITS

**CATALINA II  
 AFFORDABLE HOUSING  
 AGREEMENT EXHIBIT**

CITY OF SANTA CLARA SANTA CLARA COUNTY CALIFORNIA  
 DATE: FEBRUARY 2021 SCALE: 1"=40'



P:\2724-09\ACADEMIC\REVIEWS-464 EXHIBIT\_2021.02.DWG



24356908

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
12/13/2019 08:07 AM

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
LS-Santa Clara, LLC  
3130 Crow Canyon Pl. #325  
San Ramon, CA 94583  
And  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
For Units 6, 10, 24, and 26

**AFFORDABLE HOUSING AGREEMENT  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LS-SANTA CLARA, LLC**

**PREAMBLE**

This Affordable Housing Agreement (the "Agreement") is entered into on this 3 day of December, 2019, (the "Effective Date") between LS-Santa Clara LLC, a Delaware Limited Liability Company with its principal place of business located at 3130 Crow Canyon Pl. Suite #325 San Ramon, CA 94583, (the "Developer"), and the City of Santa Clara, a chartered municipal organization, with its primary business address located at 1500 Warburton Avenue, Santa Clara, CA 95050 (the "City"). City and Developer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The purpose of this Agreement is to increase, improve and preserve the supply of low and moderate income housing in the City by ensuring the Developer's construction and sale of housing affordably priced for Median Income Household(s), as defined in Section 1.b below.
- B. Developer owns certain real property (the "Project Site") located within the jurisdiction of the City, which is described in Attachment A attached hereto and incorporated herein.
- C. Developer intends to construct thirty nine (39) townhouse housing units ("Units") on the Project Site pursuant to the June 25, 2019 City Council land use approvals ("Project").
- D. As a condition of Project entitlement by the City, and to satisfy the City's Inclusionary Housing Policy, the Developer is required to designate four (4) condominium housing

units, as shown on Attachment B attached hereto and incorporated herein, to be marketed and made available for sale exclusively to Moderate Income Household(s), as defined on an annual basis according to Household Income Limits set by the California Department of Housing and Community Development based on gross (pre-tax) annual household income ("Low and Moderate Income Household"), for a below market price (the "BMP Units") that is required by the Project's conditions of approvals and the City's Below Market Purchase Program Policies and Procedures Guidelines (the BMP Program Policies & Procedures") The BMP Units will be sold at a price not to exceed an Affordable Sales Price as defined in Section 1.b below.

- E. "Developer," for purposes of this Agreement, includes Developer and any assignee or successor in interest, but excluding a homeowner that purchases a completed residence for which a certificate of occupancy has issued.

The Parties therefore agree as follows:

## AGREEMENT PROVISIONS

### 1. DEVELOPER OBLIGATIONS.

As provided in this Agreement, in compliance with the Project conditions of approval and subject to the approval of the City, the Developer hereby designates four (4) of the units to be completed on the Project Site as BMP Units. Such BMP Units shall be the units designated as such on Attachment B attached. Developer agrees to complete the 4 BMP units (units 6, 10, 24, 26) in 5 phases of development, and shall meet the following criteria: The BMP Units shall all have the standard amenities available to market rate units, including equivalent parking facilities, and shall have 3 bedrooms and 3 and 3.5 bathrooms. The BMP units shall be offered for sale by the City or its designee.

- a. The BMP Units shall be sold at the following "Affordable Sales Price":
- i. **Unit # 10, 3 bedroom/ and 3 Bath, Plan 1 \$445,000 (100% AMI)**
  - ii. **Unit # 26, 3 bedroom/ and 3 Bath, Plan 1 \$388,000 ( 90% AMI)**
  - iii. **Unit # 6, 3 bedroom/ and 3.5 Bath, Plan 2 \$445,000 (100% AMI)**
  - iv. **Unit # 24, 3 bedroom/ and 3.5 Bath, Plan 3 \$472,000 (110% AMI)**
- b. The BMP Units shall be sold exclusively to and for occupancy by persons and families whose affordable housing cost is not less than 25 percent of the gross income of the household, nor which exceeds the product of 35 percent times 100 percent of area median income adjusted for family size ("Median Income Household(s)")
- c. The BMP Units shall be marketed and made available for sale by the City or its designee to Low and Moderate Income Households at the applicable Affordable Sales Price. The City reserves the right to use consultants as necessary to qualify eligible buyers and to market the BMP Units. Developer agrees not to engage in direct marketing of the BMP Units without prior approval of the City.

- d. Developer agrees to abide by the BMP Program Policies & Procedures, as they may be amended from time to time. A true and correct copy of the current BMP Program Policies & Procedures is attached hereto and incorporated herein as Attachment C.
- e. Unless otherwise released from this Agreement as provided herein, Developer and City agree that concurrently with the closing of the sale of each BMP Unit: (i) City and the BMP Unit buyer shall execute and record against the BMP Unit covenants substantially in the form of Exhibit A of the BMP Program Policies & Procedures; (ii) the BMP Unit buyer shall execute a promissory note substantially in the form of Exhibit B of the BMP Program Policies & Procedures; and (iii) the BMP Unit buyer shall execute and record against the BMP Unit a deed of trust substantially in the form of Exhibit C of the BMP Program Policies & Procedures.

**2. CITY OBLIGATIONS.**

The City agrees to make a good faith effort to initiate marketing of the BMP Units itself or through its designee, within 30-days of the Developer providing notice to the City of completion of construction, and availability for sale, of the BMP Units. The City, at its sole discretion, may consent to a developer request to conduct earlier marketing efforts.

**3. TERM OF AGREEMENT.**

The term of this Agreement shall begin on the Effective Date, and shall automatically terminate when all BMP Units have received certificates of occupancy and escrow has closed on all BMP Units, thereby transferring title to City-approved buyers. Upon such termination, Developer shall have no further obligations or liabilities with respect to the BMP Units, including without limitation, any responsibility for compliance by the buyer or its successors with the terms and conditions of the resale restrictions applicable to such BMP Units.

**4. ASSIGNMENT OF AGREEMENT; SUCCESSORS IN INTEREST.**

No interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City, which approval shall not be unreasonably withheld.

**5. RELATIONSHIP OF CITY AND DEVELOPER.**

No written or verbal statement, including but not limited to this Agreement, shall be deemed or construed to create a partnership, tenancy, joint venture or co-ownership between the City and the Developer. The City shall not be responsible or liable for the debts, losses, obligations or duties of the Developer with respect to the Project Site, the Project or otherwise.

**6. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties other than the record owner of title to the Project Site, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**7. FAIR EMPLOYMENT.**

Developer shall not discriminate against any employee 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 in the performance of this Agreement.

**8. HOLD HARMLESS/INDEMNIFICATION.**

Developer agrees to defend, hold harmless and indemnify the City, its Council members, officers, employees and agents (collectively, the "Indemnified Parties") from any claim, injury, liability, loss, cost, and/or expense or damage arising from or in any way connected with this Agreement and the performance thereof, including any such claim, etc., arising from the actual or alleged presence of hazardous substances on the Property, or any environmental claim relating in any way to the Property or Project. Developer's duty to defend, hold harmless and indemnify the Indemnified Parties shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

**9. COMPLIANCE WITH ENVIRONMENTAL LAWS.**

Developer shall comply with all environmental laws and environmental permits applicable to the operations of the Developer on the Project Site and the ownership or use of the Project Site and the Project, shall immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance, shall keep the Project Site and Project free and clear of any environmental claims or liens imposed pursuant to any environmental law, and shall obtain and renew all environmental permits required for ownership or use of the Project Site and the Project.

**10. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any required time thereafter as set forth below, Developer shall purchase and maintain in full force and effect, at no cost to City, the following insurance policies:

- Commercial general liability policy (bodily injury and property damage);
- Comprehensive automobile liability policy; and
- Workers' compensation and employer's liability policy

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as set forth in Attachment E, attached hereto and incorporated herein.

**11. INTEGRATED DOCUMENT; AMENDMENT.**

This Agreement and its terms and conditions, and the Project's conditions of approval, embody the entire agreement between the Parties. No other understanding, agreements, or conversations with any officer, agent, or employee of City shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. It is mutually understood and agreed that no amendment to this Agreement shall be valid unless made in writing and signed by the Parties.

**12. SEVERABILITY CLAUSE.**

In case any one or more of the provisions contained herein 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.

**13. WAIVER.**

Developer agrees that waiver by a Party 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.

**14. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be addressed as follows:

City:                               Housing & Community Services Division  
  City of Santa Clara  
  1500 Warburton Avenue  
  Santa Clara, California 95050  
  or by facsimile at (408) 248-3381

Developer:                        LS-Santa Clara, LLC  
  3130 Crow Canyon Pl.#325  
  San Ramon, CA 94583

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.

**15. GOVERNING LAW; VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. In the event that suit shall be brought by either Party, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, in the United States District Court, Northern District of California.

**16. COMPLIANCE WITH LAWS.**

Developer shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, applicable to the Project Site and Project.

**17. DISPUTE RESOLUTION.**

- a. Unless otherwise mutually agreed to by the Parties, any controversies between Developer and the 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. Submission to mediation shall be a pre-condition to filing of any litigation.

- 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. The costs of mediation shall be borne by the Parties equally.

#### 18. **CONFLICTS OF INTEREST.**

Developer certifies that to the best of its knowledge, no City employee or officer has any pecuniary interest in the business of Developer and that no person associated with Developer has any interest that would conflict in any manner or degree with the performance of this Agreement. Developer represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Developer is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts that constitute a violation of said provisions. Developer will advise City if a conflict arises.

#### 19. **COVENANTS RUNNING WITH THE LAND.**

The Parties agree that this Agreement shall run with the land, and, subject to the terms hereof, shall bind any and all successors in interest. The Parties agree that this Agreement shall be duly recorded with the County of Santa Clara against each legal parcel associated with the BMP Units within twenty (20) days after the date the Final Map creating the separate legal parcels associated with the BMP Units is recorded. Upon recordation of a condominium plan establishing condominium units for the Project, at the request of Developer, the parties shall record an amendment to this Agreement specifically identifying the Affordable Units by reference to the Condominium Plan, upon which event this Agreement shall be automatically terminated and released as to all portions of the Project other than the BMP Units designated in Section 1 above. A "Condominium Plan" for this Agreement is defined as "each of the following: (a) each condominium plan recorded against the Property pursuant to California Civil Code Section 4285, *et seq.* that encumbers all or any portion of the Property, and all amendments to each such plan; and (b) any recorded condominium plan or plans, including amendments thereto, affecting any Phase which has been annexed hereto.

#### 20. **COMPLIANCE WITH ETHICAL STANDARDS.**

As a condition precedent to entering into this Agreement, Developer shall review and agrees to comply with the City's "Ethical Standards Ethical Standards For Contractors Seeking To Enter Into An Agreement With The City Of Santa Clara, California" (viewable at <http://santaclaraca.gov/home/showdocument?id=58299>).


#### 21. **MARKET RATE UNITS.**

Upon the request of the Developer, the City shall execute one or more agreements in recordable form certifying that a market rate unit within the Project is not subject to the requirements of this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**


APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

Dated: 12-5-19  
   
\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**LEGEND SANTA CLARA, LLC**  
A California limited liability company

Dated: 10/21/2019  
By:   
\_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Developer)  
Name: Alec Tappin  
Title: Assistant Vice President  
Local Address: 3130 Crow Canyon Pl. #325  
San Ramon, CA 94583  
Email Address: atappin@landsea.us  
Telephone: 925-683-7782  
Fax: NA

"DEVELOPER"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Santa Clara )

On December 5, 2019 before me,  
Kathy M. Bunce

Notary Public (insert name and title of the officer),

personally appeared Greg Buch, 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: Kathy M. Bunce

[Seal]





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Contra Costa )

On October 21, 2019 before me,  
Emily Ann Slater

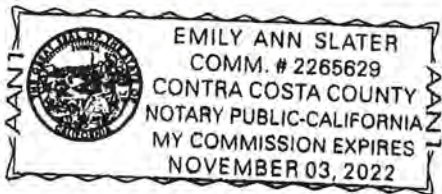
Notary Public (insert name and title of the officer),

personally appeared Alec Tappin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

[Seal] 

**AFFORDABLE HOUSING AGREEMENT  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA,  
AND**

**LEGEND SANTA CLARA, LLC**

**ATTACHMENT A**

**LEGAL DESCRIPTION OF PROJECT SITE**

[behind this page]

## LEGAL DESCRIPTION FOR CATALINA II

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

COMMENCING AT A STAKE IN THE NORTHWESTERLY LINE OF CLAY STREET, DISTANT THEREON EIGHT HUNDRED AND TWENTY-FIVE FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SAID NORTHWESTERLY LINE OF CLAY STREET WITH THE SOUTHWESTERLY LINE OF JACKSON STREET, THE SAID STAKE BEING ALSO DISTANT SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF CLAY STREET, FOUR HUNDRED AND SEVENTY-SIX FEET FROM THE EASTERLY CORNER OF SUBLOT NO. 17 OF THE TOWN OF SANTA CLARA; AND RUNNING THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, THREE HUNDRED AND FOURTEEN AND FORTY-SEVEN HUNDREDTHS FEET TO A STAKE IN THE NORTHWESTERLY LINE OF THE SAID SUBLOT NO. 17; THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, TWO HUNDRED AND SEVENTYSEVEN FEET TO A STAKE STANDING IN THE MOST WESTERLY CORNER OF THE SAID SUBLOT NO. 17; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF THE SAID SUBLOT NO. 17, THREE HUNDRED AND FOURTEEN AND SEVENTY-FOUR HUNDREDTHS FEET TO A STAKE STANDING IN THE NORTHWESTERLY LINE OF CLAY STREET AT THE MOST SOUTHERLY CORNER OF THE SAID SUBLOT NO. 17; THENCE NORTHEASTERLY ALONG THE SAID NORTHWESTERLY LINE OF CLAY STREET, TWO HUNDRED AND SEVENTY-SEVEN FEET TO THE POINT OF COMMENCEMENT; AND BEING A PORTION OF THE SAID SUBLOT NO. 17 OF THE SAID TOWN OF SANTA CLARA.

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF CLAY STREET, SAID POINT BEING DISTANT THEREON 606 FEET EASTERLY FROM THE INTERSECTION OF THE NORTHERLY LINE OF CLAY STREET WITH THE EASTERLY LINE OF LINCOLN STREET; AND RUNNING THENCE SOUTH 66° WEST ALONG THE NORTHERLY LINE OF CLAY STREET 277 FEET; THENCE NORTH 24° 25' WEST 52 FEET; THENCE ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 1450 FEET AND ITS CENTER TO THE LEFT AND A TANGENT BEARING OF NORTH 78° 56' EAST 280.08 FEET; THENCE SOUTH 24° 25' EAST 16 FEET TO THE NORTHERLY LINE OF CLAY STREET, AND POINT OF COMMENCEMENT, AND BEING A PART OF SUBLOT NO. 17 OF THE CITY OF SANTA CLARA. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA CLARA BY INSTRUMENT RECORDED JUNE 1, 1970 IN BOOK 8938 OF OFFICIAL RECORDS AT PAGE 445, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE (FORMERLY SCOTT STREET), WHICH IS COINCIDENT WITH THE NORTHERLY COMMON CORNER OF THE LANDS OF IVANCOVICH AND THE LANDS CONVEYED TO BACON BY DEED FILED FOR RECORD IN BOOK 1319 OF SAID OFFICIAL RECORDS, AT PAGE 44; THENCE SOUTHEASTERLY, FOLLOWING THE COMMON BOUNDARY BETWEEN SAID LANDS OF IVANCOVICH AND BACON, SOUTH 24° 00' 00" EAST 21.32 FEET TO A POINT IN A LINE PARALLEL TO AND DISTANT SOUTHEASTERLY 35 FEET,

MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF CIVIC CENTER DRIVE, AS SAID CENTERLINE IS SHOWN ON THE MAP OF SAID DRIVE FILED FOR RECORD IN THE OFFICE OF SAID COUNTY RECORDER IN BOOK 3 OF OFFICIAL PLAN LINE MAPS, AT PAGE 47; THENCE FOLLOWING SAID PARALLEL LINE SOUTH 65° 48' 10" WEST 96.06 FEET TO THE POINT OF TANGENCY WITH A 788 FOOT RADIUS CIRCULAR CURVE DEFLECTING TO THE RIGHT; THENCE FOLLOWING THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 13° 16' 11" AN ARC DISTANCE OF 182.50 FEET TO A POINT IN THE EASTERLY LINE OF THOSE CENTER LANDS CONVEYED TO THE CITY OF SANTA CLARA, A MUNICIPAL CORPORATION, BY DEED FILED FOR RECORD IN BOOK 5358 OF SAID OFFICIAL RECORDS, AT PAGE 332; THENCE NORTHWESTERLY, FOLLOWING THE COMMON BOUNDARY BETWEEN SAID LANDS OF THE CITY OF SANTA CLARA AND SAID LANDS OF IVANCOVICH, NORTH 24° 00' 20" WEST 1.29 FEET TO A POINT IN THE ABOVE MENTIONED SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE; THENCE NORTHEASTERLY COINCIDENT WITH SAID SOUTHEASTERLY LINE OF CIVIC CENTER DRIVE NORTH 66°00' 44" EAST 277.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF THE COURSE WITH A LENGTH OF 52.00 FEET AS SHOWN ON THE RECORD OF SURVEY, LANDS OF ANNA IVANCOVICH RECORDED MARCH 5, 1965 IN BOOK 191 OF MAPS, AT PAGE 47, RECORDS OF SANTA CLARA COUNTY; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID COURSE NORTH 23° 25' 06" WEST 0.33 OF A FOOT; THENCE FROM A TANGENT THAT BEARS NORTH 82° 09' 02" EAST ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1490.00 FEET, THROUGH AN ANGLE OF 0° 19' 30" AN ARC LENGTH OF 8.45 FEET TO THE NORTHERLY LINE OF THE EXISTING EL CAMINO REAL; THENCE ALONG LAST SAID LINE FROM A TANGENT THAT BEARS SOUTH 79° 37' 22" WEST ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1449.92 FEET, THROUGH AN ANGLE OF 0° 19' 50" AN ARC LENGTH OF 8.37 FEET TO THE POINT OF COMMENCEMENT.

APN: 224-48-004 and 224-48-005 and 224-48-006

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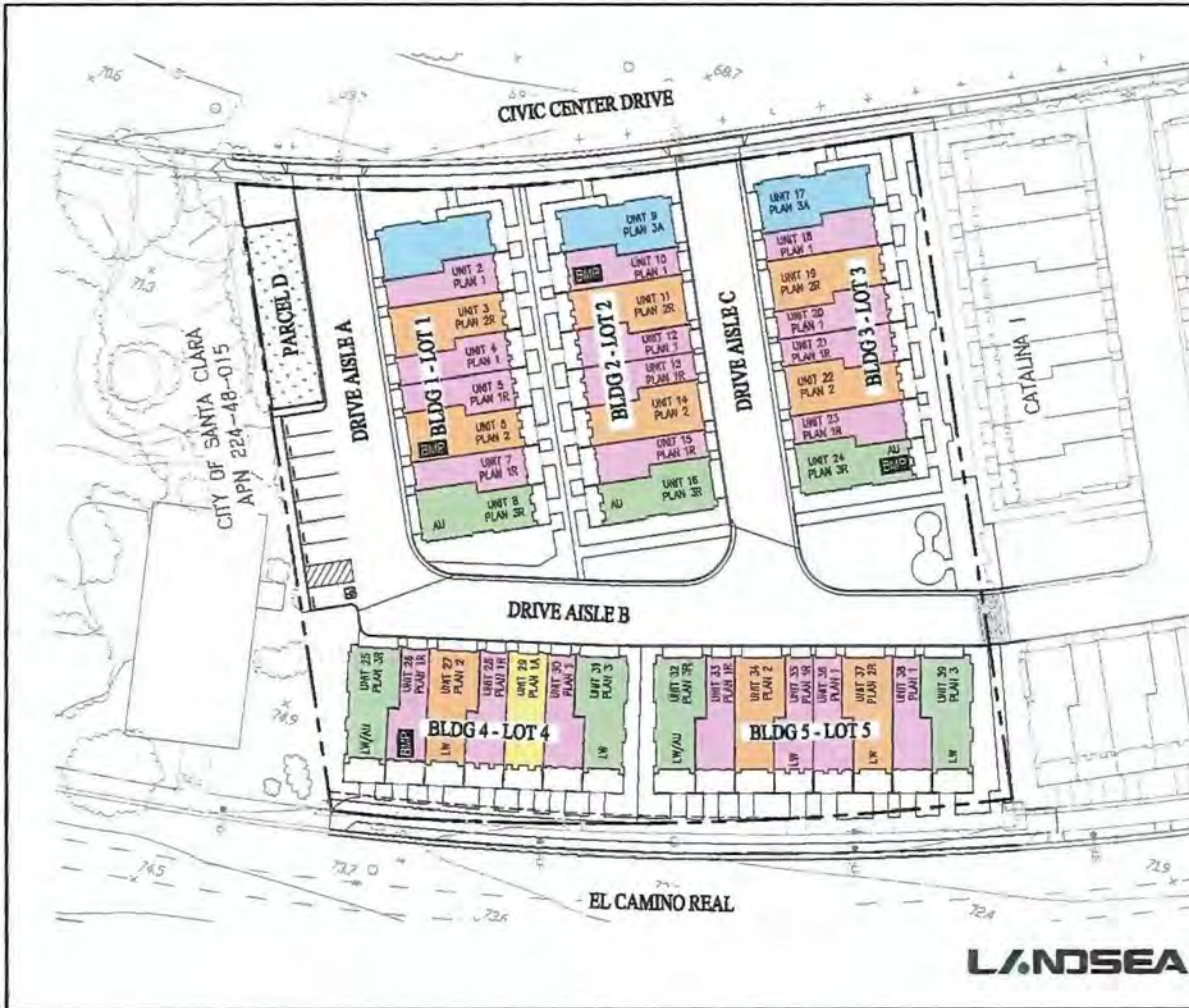
**AFFORDABLE HOUSING AGREEMENT**  
by and between the  
**CITY OF SANTA CLARA, CALIFORNIA,**  
**AND**

**LEGEND SANTA CLARA, LLC**

**ATTACHMENT B**

**BMP UNIT LOCATIONS**

(Map Attached)



### UNIT PLAN SUMMARY

PLAN TYPE	UNIT LIVING AREA (SF)	UNIT COUNT
1	1,620	19
1A	1,534	1
2	1,895	9
3	1,955	7
3A	1,972	3
TOTAL	-	39

**BMP** (BELOW MARKET PRICE) UNIT: 4 UNITS  
**LW** (LIVE WORK) UNIT: 7 UNITS

## CATALINA II AFFORDABLE HOUSING AGREEMENT EXHIBIT

CITY OF SANTA CLARA SANTA CLARA COUNTY CALIFORNIA  
 DATE: SEPTEMBER 2019 SCALE: 1"=40'



**cbg** SAN RAMON (925) 806-0222  
 SACRAMENTO (916) 378-1877  
 WWW.CBGENR.COM  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

**L.N. NSEA**

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8/15/2019 8:02 AM

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**AFFORDABLE HOUSING AGREEMENT**  
by and between the  
**CITY OF SANTA CLARA, CALIFORNIA,**  
**AND**

**LEGEND SANTA CLARA, LLC**

**ATTACHMENT C**

**BMP PROGRAM POLICIES AND PROCEDURES**

(Attached hereto)



**City of  
Santa Clara**

Housing and Community Service  
1500 Warburton Ave  
Santa Clara, CA 95050  
(408) 615 2490

# **Below Market Purchase (BMP) Program**

## **Policies and Procedures Manual**

**February 9, 2016**

**Updated July 2018**

**(Updated 2018 Income  
Level Table,  
Updated Attachment I )**





**Table of Contents**

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VI. Financing the Home Purchase .....12  
VII. Post-Closing Activities .....14  
Attachments and Exhibits .....15

## **I. Introduction**

The City of Santa Clara (City) has operated a Below-Market Price Purchase Program (BMP) since 1995 to help low- and moderate-income families achieve the goal of homeownership and to fulfill State mandates for the production of housing for all income levels.

The City updated its Housing Element in December, 2014, and the California Department of Housing and Community Development determined that the Housing Element complies with state law in February, 2015. The Housing Element includes an affordable housing policy that requires "developers of residential developments of 10 or more units to provide at least 10 percent of their units at prices affordable to very low, low and moderate-income households." Specifically, for-sale housing developers are required to designate at least ten percent of the total units in an approved project as BMP units to be sold to qualified buyers.

In 2006, the City Council adopted significant enhancements to the original BMP program. To maintain long-term affordability, a twenty (20) year restrictive resale covenant (Covenant) is enforced and recorded against the property. The resale restrictions within the Covenant include:

1. If home is sold within 5 years of acquisition, the homeowner must sell the BMP unit to another income-eligible homebuyer.
2. After 5 years of ownership, the homeowner can resell the home at market price; however the City and the homeowner will share in the appreciation of the home (Appreciation Amount). The homeowner's share of any appreciation beyond the Initial Market Value (IMV) will increase by five percent per year for twenty years.
3. After the Covenant expires in twenty years, the equity sharing requirements is exhausted and the homeowner will realize full gain beyond the IMV.

In addition to the 20-year Covenant, the homebuyer must also execute a promissory note and Deed of Trust for the difference between the original BMP Affordable Sales Price (ASP) as determined by the City, and the IMV (City Loan) as defined in Section II.F.3.a. below. IMV is defined as the unit's unrestricted initial market value as shown in Section II.B. The calculation for determining the seller's pay-off obligation to the City is explained in Section II.F.3.

The intent of these changes is to further the City's strong commitment to producing and maintaining affordable housing while increasing the level of interest among prospective homebuyers in the BMP Program.

The BMP Program is administered by the City of Santa Clara Housing and Community Services Division, with certain functions delegated under a service contract to Housing Trust Silicon Valley (HTSV). The Division administers the City's approval process for each proposed housing development, the Developer Affordable Housing Agreement (AHA), and the agreement between the buyer and developer to purchase the unit at an affordable price according to the Covenant. HTSV is the City's exclusive marketing agent for sale of the BMP units. HTSV also manages the homebuyer eligibility,

qualification and selection process as well as facilitates the sale of the BMP units. HTSV has ongoing responsibilities for monitoring developer and homebuyer compliance with the BMP Program terms and for managing resale of the BMP units.

The Policies and Procedures describe:

The BMP Program requirements for developers of single-family, townhome, and condominium residential projects

The BMP Program requirements for homebuyers of BMP units

The procedures for administration of the BMP Program and the roles of each participant in the BMP Program

The BMP Program's documents and other useful reference material

For further information, please contact:

City of Santa Clara Housing & Community Services Division

1500 Warburton Avenue, Santa Clara, CA 95050

Phone: (408) 615-2490

Adopted by Santa Clara City Council on: February 9, 2016; Updated July 2018

## **II. BMP Requirements for Homeownership Projects**

### **A. General**

The BMP Program applies to any housing project of ten or more units for which an AHA was executed after July 18, 2006. Such projects include proposed new single-family detached, townhouse, or condominium developments as well as any proposed conversion of existing structures to condominiums. Each developer is required to enter into an AHA with the City.

The AHA describes the project and states current applicable zoning and land use requirements. It provides the ASP for each unit as discussed below. The AHA requires that BMP units shall be sold to eligible households whose incomes are at or below 120% of current Area Median Income.

### **B. Initial Market Value (IMV)**

For each BMP unit, the City sets an IMV based upon an independent appraisal prior to the initial sale. The IMV reflects each unit's unrestricted initial market value. The IMV is used to establish the difference between the market value and the ASP for which the BMP unit will be sold. The IMV provides the basis for computing:

1. What the developer would owe the City if the developer chooses to pay an in-lieu fee for a fractional unit, as discussed below, and
2. The amounts that the homebuyer would owe the City if the home is resold at an unrestricted resale price, as discussed in **Section II.F.3.**

### **C. Affordable Sales Price (ASP)**

For each BMP unit in a project, the City establishes an Affordable Sales Price (ASP), which is a discounted sales price that is primarily determined by household size and income. The ASP is calculated as follows: (See Attachment #1 Illustrative

#### Calculation of Affordable Sales Price)

1. Calculate the assumed household size by counting the number of bedrooms in the subject BMP unit and adding one. For example, if the unit is a two-bedroom unit, the assumed household size is three persons.
2. Ascertain the current Area Median Income (AMI) for the assumed household size based on data set annually by the U.S. Department of Housing and Urban Development and the California Department of Housing and Community Development.
3. Multiply the applicable AMI by 35% and divides the product by 12 to derive a maximum monthly Affordable Housing Cost (AHC).
4. Convert the AHC to an ASP as follows:
  - a) Obtain the estimated amount available for first mortgage principal and interest payment by subtracting from the AHC the estimated cost of property taxes, insurance, homeowner association dues (if any), mortgage insurance, and allowances for utilities, maintenance and repairs.
  - b) Utilizing the amount available for principal and interest, calculate the maximum principal amount of the first mortgage loan that can be borrowed, assuming the interest rate for a 30-year fixed-rate mortgage that would be reasonable for the City's housing program client base (typically first-time homebuyers).
  - c) Set the maximum sales price by dividing the first mortgage loan amount by one hundred percent minus the assumed percentage of the first mortgage that will be provided by the homebuyer as down payment. For example, if a ten percent down payment is assumed, then the mortgage loan amount is divided by 90%.

In setting the ASP, the City will also consider the following:

1. Housing characteristics: Age of unit (new construction/conversion); type of unit (single-family detached/townhouse/condominium) using a factor of 70 to 90% (percent) of the single family sales price, based upon research of available comparable cost and sales price information.
2. Whether the developer will sustain a documented financial loss for basic production costs, based upon the *pro forma* that the developer has submitted to financial institutions for project financing purposes.
3. Whether the ASP exceeds the maximum sales price published by the California Housing Finance Agency.

#### D. In-Lieu Fee for a Fractional Unit

If the City determines that the required number of BMP units includes a fraction, the developer may either round up and provide an additional BMP unit within the project or pay an in-lieu fee for the fractional unit. The fee is determined by multiplying the fractional unit percentage (rounded to the nearest 1/10) by the difference between the initial Market Value (IMV) and the Affordable Sales Price (ASP).

For example, a developer of a 16-unit project would be required to provide 1.6 BMP units. The developer may either:

1. Round up and provide two BMP units and pay no in-lieu fee, or
2. Provide one unit and pay an in-lieu fee for the 0.6 units (0.6 X (IMV-ASP)).

#### E. Developer and City Actions

The City imposes the BMP program requirements as a condition of approval for projects receiving new land use or subdivision entitlements. Prior to the City issuing building permits for a given project the developer and the City shall have fully executed the Affordable Housing Agreement (AHA). Effective July 2018, an administrative fee will be collected by the City of Santa Clara from the developer at the time discussion of the AHA is initiated. The fee will be billed to the developer and may be amended every fiscal year by City Council and published on the City's website. At the time of project approval, the City will issue a preliminary notice to HTSV. This notice will provide an estimated date for the delivery of the BMP units. It will also provide the location, size, bedroom mix, unit type (single-family, townhouse, condominium), amenities, and targeted income groups.

The Developer shall notify both the City and HTSV no less than one hundred eighty (180) days prior to the estimated occupancy of the BMP units, to enable the start of marketing and homebuyer selection process. The developer shall provide current project and unit descriptive information as a basis for preparation of marketing materials.

At least 30 days prior to start of BMP unit sales, the City shall have set the IMV based upon an independent appraisal.

#### F. BMP Requirements and Obligations for Homeownership

Each BMP unit is subject to a twenty-year Covenant on the unit as follows: (See form legal documents attached as **Exhibits A-C**).

1. The unit must be owned and occupied by the homeowner as their principal residence and for no other purpose. The unit, or any parts thereof, shall not be leased or rented by the homebuyer to any person or entity.
2. If the initial BMP homebuyer sells their unit during the first five years after the close of escrow, the homeowner must sell to a BMP qualified new homebuyer whose income does not exceed 120% of AMI as required by the City, at a newly established Restricted Resale Price (RSP). The RSP shall be the ASP adjusted by any percent change in the AMI from the date of the original BMP home purchase. The City may increase the RSP to account for any individual capital improvements valued at greater than \$2,000. No amounts are owed by the homeowner to the City if the home is sold at the RSP. **Section II.C.** above indicates the method for deriving the ASP. The homebuyer executes a note and deed of trust in favor of the City, which represents the difference between the ASP and the IMV. The City sets the IMV based upon an appraisal prior to the sale. The homebuyer executes a 20 year Covenant Restriction Agreement with the City.
3. After the five-year resale restriction period ends, the homeowner may sell the home at market rate, subject to the following conditions, through Year Twenty at which time the restriction expires:
  - a) The homeowner shall first pay-off the City Promissory Note held by the City. The City Promissory Note represents the difference between the ASP and the IMV that the City sets when the home is initially sold.
  - b) The homeowner will also pay the City the lesser of:
    - i. A decreasing portion of the Appreciation Amount gained during

the time of ownership. The Appreciation Amount is calculated as the difference between the IMV and the current market price at the time of resale (Unrestricted Resale Price). The homeowner pays the City a proportionate share of the Appreciation Amount that decreases at the rate of 5% per year during the 20-year term of the Note. The homeowner's share of the Appreciation Amount will increase 5% for each year the BMP unit is owned. After twenty years, the homeowner realizes the full, unrestricted appreciation amount of any equity gain in the market value of the unit, or

- ii. Seven percent (7%) simple interest per year on the City Loan as defined above in Section II .F. 3.a.

**Attachment # 3** (Loan Payoff and Equity Share Illustration) illustrates and compares how the amounts received by the City and the homeowner would be calculated under the shared appreciation or simple interest payment alternatives.

**Attachment # 5** (Calculation of Interest on City Loan) illustrates the procedure for computing interest on the City Loan.

4. The owner may not refinance the first mortgage or encumber the unit without prior approval from the City. Any attempt to refinance or encumber without such approval will be considered as a breach of contract as outlined in the Promissory Note. The City, at its sole discretion, may consent to a refinancing of the first mortgage or encumbrance of the unit in hardship situations or to allow the homeowner to access lower interest rates. Any such new first mortgage must be a fixed rate mortgage with no negative amortization; the new loan amount cannot exceed the current principal payoff amount plus closing costs; the new loan must not contain balloon payments or pre-payment penalties; and the borrower shall not receive any cash out.

### **III. Below Market Purchase Program**

#### A. Administration

The City has contracted with Housing Trust Silicon Valley (HTSV) to administer the BMP Program. The scope of services includes administering eligibility applications, evaluating applicants during the selection processes, providing a BMP orientation and application workshop, pre-purchase counseling, and facilitating communication between buyer and developer to ensure that sale of the BMP unit is completed. HTSV also provides on-going monitoring of units and unit resale services to the City. Housing Trust Silicon Valley can be reached at:

75 E. Santa Clara Street, Suite 1350  
San Jose, CA 95113  
(408) 436-3450  
[www.housingtrustsv.org](http://www.housingtrustsv.org)

## B. Marketing

HTSV shall be responsible for preparing and implementing the BMP unit marketing plan for newly constructed and resale homes.

## C. Initial Inquiries

HTSV will respond to inquiries from prospective homebuyers by providing a summary of the BMP Program, which will include the program's requirements and contact information. Housing Trust Silicon Valley will invite prospective homebuyers who express an interest in a BMP unit to complete an intake over the phone and register for the HUD Approved 8 Hour Homebuyer Education classes, the Orientation and Application Workshop, and (if needed) offer pre-purchase counseling.

The purpose of the intake form is to conduct a preliminary assessment of the prospective homebuyer's mortgage readiness and to develop a plan of action designed to move the homebuyer through the homeownership process. HTSV shall insure that interested persons receive information regarding the steps to BMP homeownership and other program materials within a reasonable time after initial contact. Interested applicants will be placed on a general interest list to receive program updates.

HTSV shall serve as exclusive marketing agent for the City. HTSV will select the buyers in accordance with the City's policies and procedures, and will facilitate in the execution of the purchase agreement between the buyer and the developer. HTSV will facilitate the close of escrow. It will perform these functions in coordination with the Developer's project sales team.

## D. Verifications/Selection Process

Interested buyers will be provided an eligibility application and a copy of the deed restrictions, written description of the selection process with submittal deadlines, a flyer from the developer describing the unit, sale price, and amenities. Applicants shall be given at least a two-week period to file applications prior to any established submittal deadline. In the event there is not a qualified list of applicants, HTSV has the discretion to implement an open application process as needed by project/development.

Upon receipt of an eligibility application for the BMP Program, HTSV will meet with each prospective homebuyer to check for completeness of application and required documentation. Any missing documentation or information will result in rendering application incomplete and may not be accepted. Homebuyers are required to submit any missing documentation within 7 calendar days.

HTSV will follow the Homebuyer Selection Process outlined in Section V.

# **IV. Guidelines for Program Eligibility**

## A. Eligibility

To be eligible for the BMP Program, the household must meet all of the following criteria:

1. Have a gross household income of not more than 120% of the AMI,

adjusted for household size. The maximum amount of this income for Santa Clara County is set by the U.S. Department of Housing and Urban Development and published by the California Department of Housing and Community Development in *Title 25 California Code of Regulations Section 6930*. The AMI limits are updated and published annually. **Attachment # 2** (Income and Asset Definitions) lists the types of income that are included or excluded from gross household income.

#### Maximum Allowable Household Income Levels for 2018

Household	1	2	3	4	5	6
100% AMI	\$87,650	\$100,150	\$112,700	\$125,200	\$135,200	\$145,250
120% AMI	\$105,200	\$120,200	\$135,250	\$150,250	\$162,250	\$174,300

Source: California Department of Housing and Community Development, Division of Housing Policy Development, May 2018.

2. Be a first-time homebuyer, defined as an individual or individuals who meets any one of the following criteria:
  - a) An individual who has had no ownership in a principal residence during the three-year period ending on the date of purchase of the property.
  - b) An individual who is a displaced homemaker. Displaced homemaker means:
    - i. Is an adult; and
    - ii. Has not worked full-time in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and
    - iii. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
  - c) An individual who has only owned a principal residence not permanently affixed to a permanent foundation.
  - d) Qualify to purchase a BMP unit with a fixed-rate, thirty-year conventional loan, applying prudent debt-to-income ratios for principal, interest, taxes, insurance and HOA and total debt.
  - e) Borrowers must have a minimum 640 middle FICO score.
  - f) Attend an in-person HUD approved 8-Hour Homebuyer Education Class from a designated HUD certified agency and obtain a Homebuyer Education Certificate that is less than 2 years old from the date of anticipated closing.
  - g) Attend an Orientation and Application Workshop for the BMP program, a one-on-one counseling session with Housing Trust Silicon Valley, and complete the BMP Program test.
  - h) Have less than \$100,000 in financial assets (post closing liquid and non-liquid assets). Assets accumulated under a certified down payment assistance program are excluded from this limit. **Attachment # 2** (Income



and Asset Definitions) defines those assets that are required to be included and those that may be excluded.

- i) Agree to contribute a minimum of 3% of liquid or non-liquid assets to the purchase transaction.
- 
3. Requests for approval of exceptions to eligibility criteria will be sent to the Housing and Community Services Division Manager in the form of a memorandum with supporting documents.

## **V. Homebuyer Selection**

### **A. Qualifications**

To be considered for a BMP unit, the prospective homebuyer must complete and submit a BMP eligibility application along with all required documentation. HTSV will verify compliance with all BMP program homebuyer requirements established by the City, to ensure applicant meets all applicable eligibility criteria.

HTSV will also verify the applicant's residency and employment for purposes of ranking the applicant according to the City's Priority Criteria. An applicant is required to submit to HTSV sufficient verification of residency (e.g. lease agreement, cancelled checks, utility bills, verification of rent and/or landlord affidavits). In addition, the applicant must provide HTSV with verification of employment or evidence of self-employment (E.g. copies of current paycheck stubs, complete tax returns including W2s and/or 1099s, and all schedules.) Self-employed individuals must submit year-to-date Profit & Loss Statements and a copy of an active Business license. The documents submitted will be for the time period from the eligibility application and cannot be more than 90 days old at the date of closing.

After determination of Prequalification for the BMP Program, the applicants must apply and receive a loan pre-approval determination for a first mortgage loan from an approved BMP lender. Once the household has been determined as program eligible, the household will be considered for selection of a BMP unit in accordance with the Priority Criteria and Process specified in Section IV.B. The household will receive a letter indicating program eligibility, verified priority level and minimum/maximum bedroom per household size allowed for unit purchased. The minimum/maximum bedroom per household size is determined by the Occupancy Standards. (**Attachment #8**)

### **B. Priority Criteria**

The City Council has established the following Priority Criteria for the allocation of the BMP units as they become available to the community:

1 <sup>st</sup> Priority Level	At least one household member who both lives within the City Limits of the City of Santa Clara <i>and</i> operates a business or is employed by a business or a public or quasi-public agency in the City of Santa Clara.
2 <sup>nd</sup> Priority Level	At least one household member lives within the City Limits of the City of Santa Clara.
3 <sup>rd</sup> Priority Level	At least one household member operates a business or is employed by a business or a public or quasi-public agency in the City of Santa Clara.
4 <sup>th</sup> Priority Level	Any other qualified applicant household without regard to residency or employment.
<i>Note:</i>	<i>The qualifying household member must be the person or a dependent of a person whose name will appear on title and who will use the unit as their primary residence.</i>

HTSV will verify residency and employment of each applicant. HTSV will apply the above-described Priority Criteria to rank BMP Program applicants. Those selected for the highest priority level will be screened first and selected either through a lottery selection, if necessary, or without a lottery if the number of candidates in the priority level is less than or equal to the number of units available.

Applicant(s) must provide Valid Third-Party Documentation as described in the Eligibility Applications to support their request for the applicable Priority level. The list of program eligible buyers in a higher priority category must be exhausted before a BMP unit will be offered to someone who in the next priority level. BMP Program Guidelines Handbook provides additional information on the selection process.

### C. Lottery Policy

At the time a BMP unit within any given project is near completion, the City, directly and/or through HTSV, will advertise availability. Prospective qualified homebuyers, who indicate an interest in buying a BMP unit, will be pooled according to the priorities set forth below. If the number of interested and qualified prospective homebuyers is greater than the number of units available in any one project, a lottery will be held, administered by HTSV, to determine who will have the first opportunity to purchase.

1. Housing Trust Silicon Valley will select by lottery a "Designated Buyer" and two "Alternate Buyers" for each available unit. All "Designated Buyers" shall be selected first, followed by all First "Alternate Buyers" and then by all Second "Alternate Buyers."
  - a) If a Designated Buyer is unable to obtain financing at an affordable cost or is unable to meet program requirements to purchase the BMP unit, the next highest ranked "Alternate Buyer" will be offered the unit.
  - b) In the event that the "Alternate Buyer" is unable to purchase the BMP unit, the second highest ranked "Alternate Buyer" will be offered the unit.

- c) If no qualified applicants are able to purchase the BMP unit from the initial advertisement or notice, Housing Trust Silicon Valley will re-advertise the unit
2. Having one's name drawn in the lottery is not a guarantee by the City, Housing Trust Silicon Valley, or the BMP unit developer that the selected household will be able to avail itself of the opportunity to purchase a BMP unit. The prospective homebuyer must successfully complete his or her responsibilities under the purchase agreement, and, within the time constraints of the purchase agreement and the BMP Program, must obtain all financing needed to close the transaction.
3. Failure of the homebuyer to perform such requirements shall result in disqualification from the program. Application and qualification for a BMP unit in one housing development are not transferable to another housing development. A new application must be submitted for each development in accordance with the time constraints and application procedures as published for each development by the City and/or Housing Trust Silicon Valley.

Prior to any selection, HTSV may, if requested, review with City staff any application that was disqualified.

## **VI. Financing the Home Purchase**

Each homebuyer is responsible for arranging and qualifying for the mortgage financing that is required to purchase the BMP unit. The first mortgage must be a thirty year fixed-rate mortgage.

The proposed financing package is subject to review by HTSV. Such package may include first-time homebuyer loan assistance, other subordinate financing offered by other public agencies and/or nonprofit entities. **Attachment #4** (Purchase Application) indicates the documents that must be submitted for review.

### **A. Approved BMP Lenders**

The City has designated lenders as BMP Approved Lenders. This list is provided as a courtesy by the City of Santa Clara's Housing and Community Services Division. The City does not limit participation in its BMP program to the lenders on this list.

1. Homebuyers are free to select any lender they choose. Non-approved lenders must obtain participation approval from the City of Santa Clara and Housing Trust Silicon Valley prior to the acceptance of a non-approved lender pre-approval letter.
2. Pre-approval letters from non-approved lenders will not be accepted until the lender has acknowledged receipt and review of all BMP documents (Below Market Purchase Program Promissory Note, Below Market Purchase Program Deed of Trust and Security Agreement, Below Market Purchase Program Covenants, Restrictions and Options to Purchase, Lender Instructions to Escrow, and the BMP Policies and Procedures, BMP Program Guidelines Handbook) by the company's legal and underwriting departments.
3. Lender must submit a letter on company letterhead that confirms their review

and acceptance of all the BMP documents for full loan approval and requests participation in the Program, to Housing Trust Silicon Valley, 75 E. Santa Clara Street, Suite 1350, San Jose, CA 95113.

#### B. Financing Requirements

The following financing requirements apply both at the time of home purchase, and to any subsequent refinance:

1. Total encumbrances (liens, mortgages, loans or debts of any kind secured by the home) may not amount to more than 97% of the home's maximum (restricted) BMP home price, or actual appraised value, if less than the BMP price, at the time the encumbrance is incurred (when the loan is made to home buyer/owner). Therefore, the combined loan-to-value (CLTV) ratio on a BMP home may not exceed 97% of the then-current BMP home price as determined by HTSV. Liens include tax liens, court judgments, and other non-voluntary liens imposed by any party.
  - a) No mortgage or other residential loan secured by a BMP home (including home equity loans or lines of credit, etc.) may include any of the following terms or rates; prepayment penalty, balloon payments, negative amortization (such as interest-only payments, etc.), and/or adjustable and/or non-prime interest rate.
2. Home equity lines of credit (HELOCs) are prohibited
3. Front and back ratios may not exceed the limits set forth above in the Affordability Standards subsection of the BMP Program Guidelines Handbook, using the ratios corresponding to the borrower's actual income level at time of loan application.
4. All first mortgage loans must be provided by a conventional residential lender with standard underwriting and loan servicing capabilities.
5. For purchase transactions, the first mortgage loan cannot be below 70% loan-to-value.

#### C. Execution of BMP Home Purchase Agreement

Upon completion of the selection process, HTSV will arrange for execution of a Purchase Agreement between the developer and the approved buyer. The Purchase Agreement will be subject to the buyer completing the arrangements for financing the home purchase, and the sale price shall be the ASP set by the City. The Purchase Agreement shall also reference IMV and the amount of the City Promissory Note. The Purchase Agreement shall be accompanied by a Purchase Application (**Attachment #4**) and the Affirmative Buyer Disclosure & Acknowledgment of Below Market Purchase Unit (**Attachment #6**), signed by the buyer, disclosing the Covenant and the amount and terms of the City Promissory Note. Prior to proceeding with close of escrow, HTSV must review the proposed financing package. **Attachment #4** (Purchase Application) indicates the financing documents that must be submitted for review.

#### D. One-on-One Counseling

Applicants must attend an in-person BMP Homebuyer One-on-One Counseling session at the office of Housing Trust Silicon Valley (HTSV), at which the Below Market Purchase (BMP) Program is explained and the applicants have an opportunity to ask any questions.

The applicants will receive and review sample copies of Promissory Note, Deed of Trust, and the Below Market Purchase Program Covenants, Restrictions and Option to Purchase collectively forming the BMP Program Loan Documents. Applicants will also complete the Verification of Homebuyer Awareness and Comprehension of the City of Santa Clara Below Market Purchase (BMP) Program Resale, Refinancing, and Affordability Restrictions.

Applicant will acknowledge that completion of the BMP Homebuyer One-on-One Counseling session is not a guarantee of final program approval.

#### E. Close of Escrow

HTSV is responsible for coordinating the close of escrow with the title company, the developer, the City, the lender(s), and the homebuyer. The City shall provide HTSV with Escrow Instructions to transmit to the Title Company. HTSV will ensure that real estate purchase and financing documents are executed correctly and are recorded in the following order of priority:

1. First Deed of Trust for first mortgage lender
2. Second Deed of Trust for a down-payment assistance loan or other subordinate financing offered by other public agencies and/or non-profit entities, if applicable
3. Covenants, Restrictions, and City Option to Purchase
4. Deed of Trust securing the City's Promissory Note
5. Deed(s) of Trust securing other secondary financing, if applicable
6. Requests for Notice on the City loan(s)

## **VII. Post-Closing Activities**

#### A. Reports to County Assessor

The County Assessor has indicated that the base year value for real property tax purposes shall be the restricted price established by the government agency (the ASP for homes purchased under the City of Santa Clara's BMP Program). No later than May 1 of each year, HTSV shall prepare and provide to the City and the County Assessor an annual BMP report. This report will indicate for each BMP unit transaction recorded during the previous 12 month period, the APN and property address, the buyer(s) name, the ASP amount, and the terms and restrictions of the transactions. The Escrow Officer shall provide the County Assessor with a change of ownership form with each sale or resale of a BMP unit.

#### B. Post Purchase Counseling and Compliance Monitoring

HTSV shall provide post purchase counseling services for each homebuyer. HTSV is

also responsible for ongoing administration of the BMP Program, including:

1. Facilitating resale of BMP units to eligible households at a RSP during the five-year resale restriction period;
2. Monitoring compliance with BMP requirements;
3. Reviewing requests for refinancing of the BMP units; and
4. Calculating payoff demands for any BMP unit that is to be resold at market value, after expiration of the resale restriction period and until the twenty-year restriction period expires.

## **Attachments and Exhibits**

Attachments:

1. Illustrative Calculation of Affordable Sales Price
2. Income and Asset Definitions
3. Loan Payoff/Equity Share Illustration
4. Purchase Application
5. Calculation of Interest on City Loan
6. Affirmative Buyer Disclosure and Acknowledgment of Below Market Purchase Unit
7. Verification of Homebuyer Awareness and Comprehension of the City of Santa Clara Below Market Purchase (BMP) Program Resale, Refinancing and Affordability Restrictions
8. Occupancy Standards
9. Document Checklist

Exhibits:

- A. Covenants, Restrictions and Option to Purchase
- B. City Promissory Note
- C. Deed of Trust and Security Agreement
- D. Request for Notice
- E. Escrow Instructions

Attachment #1  
Illustrative Calculation of Affordable Sales Price  
(Behind this page)

Attachment #1

Illustrative Calculation of the Affordable Sales Price

(Please note that these are illustrative only, and may not represent the actual costs, fees or mortgage rates actually applied to a particular unit or project.)

The calculation in this Attachment is based on the following definition of household size: The defined household size is equal to one person greater than the number of bedrooms in the unit

Assumptions for calculating the Affordable Sales Price (ASP):

1. Unit Size = \_\_\_\_\_

2. Family Size = \_\_\_\_\_

3. Interest Rate\* = \_\_\_\_\_

4. Property taxes and assessments (per month) = \_\_\_\_\_

(based on actual tax rate with value based on the Affordable Sales Price (ASP) of the unit)

5. Actual insurance premiums (per month) = \_\_\_ (if not included in homeowners' association dues)

6. Property maintenance and repair (per month) \*\* = \_\_\_ (if not included in homeowners' association dues)

7. Project's budgeted homeowners' association dues (per month) = \_\_\_\_\_

8. Utility allowance (per month)\*\*\* = \_\_\_\_\_

9. Mortgage insurance premium, if any = \_

\*The interest rate shall be based upon a 10% down, 30-year, fully amortizing fixed rate mortgage that would be reasonable for the City's housing program client base (typically first-time homebuyers).

\*\* Amount is obtained from the City's Community Development Department, Planning Division.

\*\*\* Amount is obtained from the Housing Authority of the County of Santa Clara's most recent schedule of allowances for tenant purchased utilities by unit size.



Attachment #1 (cont.)

Illustrative Calculation of the Affordable Sales Price

(This is only an example and may not be reflective of the home you select. This is used for illustrative purposes only.)

- I. Calculate monthly Affordable Housing Cost:  
**125,200** ((100% of Area Median Income adjusted for family size (4 person household /3 bedroom unit))  
  
X .35 (Affordable Housing Cost cannot exceed 35% times 100% of  
**\$43,820** Area Median Income)  
  
divided by 12 (To calculate the monthly Affordable Housing Cost)  
  
**\$3,652** (As this hypothetical illustrates, no family with an income of 110% of Area Median Income with a family size of 4 shall spend more than \$3,410 per month, as of the date hereof, on the sum of the items which make up the Affordable Housing Cost).
- II. Calculation of the maximum amount to be spent on principal and interest of all mortgage loans:
  - A. **\$3,652** (Maximum monthly Affordable Housing Cost) *less:*
  - B. (-451) Property taxes and assessments (per month)
  - C. (-100) Insurance premiums (per month)
  - D. (-309) Utility allowance (per month)
  - E. (-169) Mortgage insurance premiums (per month)
  - F. (-150) Property maintenance and repair (per month)
  - G. (-300) Homeowners' association dues (per month) *equals:*
  - H. **\$2,173** \_\_\_\_\_ Maximum Monthly Mortgage Payment
- III. Calculation of Affordable Sales Price: The ASP is calculated by adding the Maximum Monthly Mortgage Amount to the down payment. The Maximum Mortgage Amount will be based upon a 10% down, 30-year, fully amortizing fixed rate mortgage at an interest rate that would be reasonable for the City's housing program client base (typically first- time homebuyers). The calculation is as follows:
  1. At a **5.25%** interest rate, and a loan term of 30 years, the Maximum Monthly Mortgage Payment (H.) of **\$2,173** will allow a Maximum Mortgage Amount of \$389,580.  
(Note: The above step requires the use of a financial calculator.)
  2. The Maximum Mortgage Amount of \$ 389,580 divided by .90 (for an assumed 10% down payment) equals the (ASP) Affordable Sales Price of **\$433,000** (rounded \$432,857 figure) for a 3 bedroom single family home.
  3. ASP of **\$433,000**\_ adjusted for townhouse/condominium/conversion using a factor of 90%, 80% or 70% equals **\$390,000** ASP for a townhouse.

Attachment #2  
Income and Asset Definitions  
(Behind this page)

## Attachment #2

### Income and Asset Definitions

#### Determine Gross Income:

1. In calculating gross income, the applicant shall present evidence of all household income including that of the applicant, and other individuals who have and will share the same dwelling unit or will share in ownership of the unit. All household income shall be considered as set forth below:
  - a. Gross pay in the case of an employee, as determined by the employer before any payroll tax or other deductions are taken, whether voluntary or involuntary; and including salaries, overtime pay, commissions, fees, tips, and bonuses; and/or
  - b. Net income from the operation of a professional business, the production and/or sale of goods, or the provision of a service as determined by calculating the average net income as reflected in the venture's federal income-tax return for the past three years; and/or
  - c. Interest, dividends, and other net income derived from any kind from real or personal property; and/or
  - d. The full amount of periodic payments actually received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment in lieu of a periodic payment; and/or
  - e. Payments in lieu of earnings, such as unemployment, worker's compensation, severance pay, and welfare assistance. Although such payments may be excluded by the first mortgage lender for underwriting purposes, they shall be included in determining the applicant's eligibility for the BMP Program; and/or
  - f. Periodic and determinable allowances such as alimony and child support payments, regular contributions or gifts received from persons not residing in the home; to the extent that such payments are reasonably expected to continue; and/or
  - g. All regular pay, special pay and allowances due to an applicant or other household resident as a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit; and/or
  - h. Any earned income tax credit to the extent it exceeds income tax liability; and/or
  - i. Any other income that must be reported for federal and State Income tax purposes.
  
2. The following household income shall not be counted in the determination of gross household income:
  - a. Payments received for the care of foster children;
  - b. Amounts specifically excluded by any federal or state statute from consideration as income;
  - c. Casual, sporadic, or irregular gifts;
  - d. Amounts that are paid specifically for meeting medical expenses or are reimbursements for medical costs incurred;

Attachment #2 (cont.)

- e. Lump-sum supplements to family assets such as an inheritance, insurance payment (including payments under health care or accident insurance and Worker's Compensation); and settlement payments for personal injury or property losses.  
*Note: Although not considered income, these payments will be considered in estimating total household assets, and may result in a determination that total assets exceed qualifying limits.*
  - f. Payments for educational scholarships made directly to the student or to the educational institution, including amounts paid by the government to veterans to cover the cost of tuition, fees, books, and equipment.
3. The applicant shall be required to provide federal and State income-tax returns for the prior three years and verification of current income in order to establish eligibility for the program.

**Determine Assets:**

The applicant shall not possess liquid or non-liquid assets in excess of \$100,000, excluding assets accumulated under a certified down payment assistance program.

- 1. For purposes of the BMP program, the following types of assets shall be considered in determining eligibility:
  - a. Cash savings;
  - b. Marketable securities, stocks, bonds, and other forms of capital investment, including tax-exempt securities *other than individual, tax-deferred retirement accounts*;
  - c. Inheritance or lump-sum insurance payments already received;
  - d. Settlements for personal or property damage already received;
  - e. Equity in real estate, except as stated below; and
  - f. Personal property that is readily convertible to cash.
- 2. The following are *not* considered assets:
  - a. Ordinary household effects, including furniture, fixtures, and personal property;
  - b. Automobiles used for personal use;
  - c. Depreciable property used in a business that generates a significant portion of household income; and
  - d. Individual tax-deferred retirement accounts.

Attachment #3  
Loan Payoff/Equity Share Illustration  
(Behind this page)

### Attachment #3

#### Equity Share and 7% Simple Interest Illustration

The seller will pay the lesser of the City's Equity Share of the Appreciation Amount or 7% simple interest based on a 20-Year Promissory Note

Example:

Initial Market Value of the Unit	\$500,000
Less Affordable Sales Price at time of initial sale equals Principal amount of City Note	\$385,000
	\$115,000

#### Equity Share Calculation of the Appreciation Amount (Equity Subject to Sharing):

Year Resale Occurs

	6	10	15
Assumed Unrestricted Resale Price	\$600,000	\$675,000	\$750,000
Less capital improvements approved by City	5,000	7,500	10,000
Net Unrestricted Resale Price	595,000	667,500	740,000
Less Initial Market Value	500,000	500,000	500,000
 Appreciation Amount	 \$ 95,000	 \$167,500	 \$240,000
 City's Equity Share			
(20-6)/20 times the Appreciation Amount	(\$66,500)		
(20-10)/20 times the Appreciation Amount		(\$83,750)	
(20-15)/20 times the Appreciation Amount			(\$60,000)
 <i>Seller's Equity (Appreciation Amount less City's Share)</i> <i>(Seller gets 5%/yr increase in shared Appreciation Amount)</i>	 \$28,500	 \$83,750	 \$180,000

OR

#### 7% Simple Interest Illustration\*:

Appreciation Amount	\$95,000	\$167,500	\$240,000
 7% simple interest (\$115,000 principal)	 (\$48,300)	 (\$80,500)	 (\$120,750)
 <i>Seller's Equity (Appreciation Amount less City's Interest)</i>	 \$46,700	 \$87,000	 \$119,250
 Principal amount of City Note	 \$115,000	 \$115,000	 \$115,000

\*Borrower must pay principal amount of the City Note in addition to either the City's share of the Appreciation Amount or the 7% simple interest amount.

It is assumed that no further encumbering of the property has occurred since the initial sale. Further encumbering of the unit is prohibited without the written permission of the City. The City offers no assurances or guarantee whatsoever that the property will increase in value to any extent or that it will not decrease in value. This illustration is solely created to serve as an illustration of calculated equity share or interest that may be owed.

Attachment #4  
Purchase Application  
(Behind this page)

**Attachment #4**

**City of Santa Clara  
Below Market Purchase Program  
Purchase Application**

**Please complete and submit this form to Housing Trust Silicon Valley within 10 days of making an offer to purchase a BMP home with all listed documents below.**

Applicant  
Name: \_\_\_\_\_  
Applicant Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

Lender  
Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax# \_\_\_\_\_ E-mail \_\_\_\_\_

Title Company Name \_\_\_\_\_ Escrow Officer Name: \_\_\_\_\_

Escrow#: \_\_\_\_\_ Phone#: \_\_\_\_\_

Home Information Purchase Price \$ \_\_\_\_\_

Developer/Seller: \_\_\_\_\_ Date Purchase Contract signed: \_\_\_\_\_

The following documentation must be attached:

- \_\_\_\_\_ Signed Purchase Application
- \_\_\_\_\_ Signed Buyer/Seller accepted Purchase and Sale agreement
- \_\_\_\_\_ 1003 Fannie Mae Form/Freddie Mac Form 65 (Uniform Residential Loan Application) /
- \_\_\_\_\_ 1008 Fannie Mae Form/Freddie Mac Form 1077 (Uniform Underwriting Transmittal Summary)
- \_\_\_\_\_ Senior Lender loan commitment letter or equivalent
- \_\_\_\_\_ Evidence of other proposed Non-City subordinate financing (CalHFA, Teacher or MCC, etc.) **if applicable**
- \_\_\_\_\_ Copy of Property Appraisal
- \_\_\_\_\_ Preliminary Title Report (no more than 60 days old)
- \_\_\_\_\_ Signed Affirmative Buyer Disclosure & Acknowledgment of Below Market Purchase Unit
- \_\_\_\_\_ Wiring Instructions from Title Company
- \_\_\_\_\_ \$500 Non-Refundable check or money order made out to Housing Trust Silicon Valley

\_\_\_\_\_  
Primary Applicant Signature

\_\_\_\_\_  
Date

Please submit to Housing Trust Silicon Valley  
75 E. Santa Clara Street, Suite 1350, San Jose CA 95113  
408.436.3450 Homeownership Program Department



Attachment #5  
Calculation of Interest on City Loan  
(Behind this page)

**Attachment #5**  
**Calculation of Interest on City Loan**

The method for calculating interest on the City BMP Program Loan is as follows:

*Step 1* -- Multiply the City loan amount by the annual interest amount and by the number of whole calendar years during the period that the loan is outstanding.

*Step 2* -- For each fractional year during the loan period, divide the number of partial year days by 360, then multiply the result by the loan amount times the annual interest rate.

*Step 3*—Add *Step 1* and *Step 2* totals to obtain total interest that the borrower(s) owe the City.

*Example -Loan that closes March 31, 2015 and is repaid June 30, 2025*

Step 1 - \$40,000 loan amount x 7% x 9 calendar years (2016-2024)      = \$25,200

Step 2 - For Fractional Year 2015 – (270 days/360) x \$40,000 x 7%      = \$2,100

For Fractional Year 2024 - (180 days/360) x \$40,000 x 7%      = \$1,400

Step 3 - Total of Step 2 and Step 3 Amounts      = **\$28,700**

Attachment #6  
Affirmative Buyer Disclosure & Acknowledgement  
of Below Market Purchase Unit  
(behind this page)

Attachment #6

**AFFIRMATIVE BUYER DISCLOSURE  
& ACKNOWLEDGEMENT OF BELOW MARKET PURCHASE UNIT**

**RESALE, REFINANCING & AFFORDABILITY RESTRICTIONS  
PRIOR TO PURCHASE**

RECITALS

I/We Mr. Jose S. Public and Mrs. Clara S. Public

Currently residing at 1156 N. Fourth Street, San Jose, CA 95112-4944

the ("DESIGNATED BUYER(S)") who have been allowed an opportunity by the City of Santa Clara, ("CITY") to qualify to purchase the dwelling located at 1500 Civic Center Drive, Santa Clara, CA 95050 which has been designated by the CITY as a Below Market Purchase Unit (the "BMP UNIT").

I/We have been informed by the CITY and their non-profit administrator, Housing Trust Silicon Valley (HTSV) that the City has required the developer of the development project ("the DEVELOPER") to provide this dwelling (the BMP UNIT) at a sales price that is significantly lower than the other market rate units in the development.

I/We fully understand that without the CITY'S assistance, I/we would not otherwise have the ability to purchase this dwelling (the BMP UNIT) with the same favorable terms or at the Affordable Sales Price noted by the CITY.

I/We fully understand and have been informed by the CITY and Housing Trust Silicon Valley of the following facts related to the opportunity provided to purchase the dwelling (the BMP UNIT):

1. The unrestricted Initial Market Value (IMV) of the dwelling based on a recent appraisal is \$425,000
2. I/We are being allowed the opportunity to qualify to purchase the dwelling (the BMP UNIT) at the reduced sales price of \$385,000 (the "Affordable Sales Price recorded as the official transaction price)
3. This represents a reduction of \$ 40,000 from the Initial Market Value;
4. I/We will sign a Promissory Note payable to the City for this amount (\$40,000) and it will become a separate subordinate loan obligation and must be paid to the CITY with interest, if the dwelling (the BMP UNIT) is sold for a price higher than an Affordable Sales Price after the five-year resale restriction period (discussed in Item 8 below) expires.

Attachment #6 (cont.)

5. The Appreciation Amount of the dwelling (the BMP UNIT) after 5 years of ownership is the difference of the Initial Market Value (IMV) appraised at
  - a. \$425,000 and the future unrestricted market value determined at the time of resale.
6. The interest that must be paid to the City based on the City Promissory Note is the lesser of either 7% simple interest or a decreasing share of the Appreciation Amount due to the City calculated at a rate of -5% per year of ownership.

**Example A:** In addition to the Promissory Note Value of \$ 40,000 after 6 years the City could receive interest equal to 70% of the Appreciation Amount gained above the Unrestricted Initial Market Value [100% of the equity - (6 years X 5%/year) = 70%] or 7% simple interest \$ 16,800 , whichever is less.

**Example B:** After 20 years, the City would receive only the Promissory Note Value of \$ 40,000, because the equity share would be less than 7% simple interest. [100% of the equity - (20 years X 5%/year) = 0%]

7. I/We fully understand if I/we sell the dwelling (the BMP UNIT) during the first 5 years that I/we will not be able to sell the unit at a full market price because the Resale, Refinance, and Affordability Restrictions I/we will be signing give the City a right to buy the BMP UNIT (or designate another qualified buyer to buy the BMP UNIT) at a reduced purchase price that equals the Affordable Sales Price I/we paid adjusted overtime in accordance with the City's BMP Procedures. If the City or another designated buyer purchases the unit at the Affordable Sales Price, the City will forgive the City Promissory Note and I/we will not have to pay the \$ 40,000 to the City.
8. I/We fully understand that only improvements that are consistent with the City's BMP Procedures and of at least \$ 2,000 in value will be eligible to increase the Affordable Sales Price of dwelling (the BMP UNIT) during the first 5 years of ownership.
9. I/ We fully understand that the original primary mortgage loan of \$ 300,000 used to purchase this property may not be refinanced without prior written approval from the City and that it may only be replaced with a loan of equal or lesser value.
10. I/We fully understand that I/we must live in the dwelling (the BMP UNIT) until the end of the Resale, Refinancing, and Affordability Restrictions (i.e. 20 years from the date of purchase) or the property is sold, whichever comes first.

Attachment #6 (cont.)

11. I/We fully understand that the Santa Clara County Tax Assessor will use the restricted value of the dwelling (the BMP UNIT) as represented in the Affordable Sales Price of \$385,000 to calculate property taxes for the property and that this amount may be adjusted by the Santa Clara County Tax Assessor as allowed by California Law.

Prior to close of escrow, I/we acknowledge that I/we have read and fully understand and comprehend this disclosure and the buyer documents provided by the CITY and Housing Trust Silicon Valley (Attachments \_\_\_\_\_ thru \_\_\_\_\_). I/We have no reservations regarding the terms or conditions that limit our use and ability to resell or refinance the dwelling during the effective 20 year term of the Resale, Refinancing and Affordability Restrictions. I/We accept the terms and conditions noted in these documents.

Accepted: 1500 Civic Center Drive Designated Buyer(s)

Jose S. Public  
Buyer #1 Printed Name

\_\_\_\_\_  
Buyer #1 Signature

\_\_\_\_\_  
Date:

Clara S. Public  
Buyer #2 Printed Name

\_\_\_\_\_  
Buyer #2 Signature

\_\_\_\_\_  
Date:

---

Return Original to HTSV to be placed in BMP File with Copies of all Attachments  
Provide 1 Copy to Buyer with Copies of all Attachments  
Provide 1 Copy to City of Santa Clara with Copies of all Attachments

Attachment #7  
Verification of Homebuyer Awareness & Comprehension of the City of  
Santa Clara Below Market Purchase (BMP) Program  
Resale, Refinancing, & Affordability Restrictions

(Behind this page)

**Attachment #7**

**Verification of Homebuyer Awareness & Comprehension of the City of Santa Clara  
Below Market Price Program Resale, Refinancing, and Affordability Restrictions**

*This is a test of your understanding of the City of Santa Clara (CITY) Below Market Purchase (BMP) Program and the Resale, Refinancing, & Affordability Restrictions that will apply to the dwelling you may be given the opportunity to purchase. You must understand the concepts noted in each question and be able to answer all the questions correctly or you will not be allowed to purchase the designated BMP Unit.*

1. What is the address of the dwelling (the BMP UNIT) that I may be given the opportunity to purchase? \_\_\_\_\_.
2. Given my/our current financial circumstances, I/we would not otherwise have the ability to purchase the BMP UNIT with the same favorable terms or at the Affordable Sales Price (ASP) noted by the CITY. True or False? \_\_\_\_\_.
3. The Initial Market Value (IMV) of the dwelling without the CITY's Resale, Refinancing, and Affordability Restrictions based on an appraisal is \$ \_\_\_\_\_.
4. I/We are being allowed the opportunity to qualify to purchase the BMP UNIT at the reduced sales price of \$ \_\_\_\_\_ which is also referred to as the ASP and this is the official recorded transaction price.
5. The difference between the Initial Market Value and the Affordable Sales Prices is \$ \_\_\_\_\_.
6. The eventual buyer of the BMP UNIT will record a second Promissory Note payable to the CITY and it will become a separate loan from the primary mortgage loan used to purchase the unit and must be paid to the CITY with interest, if after the five-year resale restriction expires, the dwelling is sold for a price higher than the allowed Affordable Sales Price. What is the amount that will be on the City Promissory Note and when must it be paid to the CITY with interest? \_\_\_\_\_.
7. What is the Affordable Sales Price? \$ \_\_\_\_\_.
8. In addition to the value on the City Promissory Note, what is the interest that must be paid to the CITY if the he BMP UNIT is sold for a price higher than the Affordable Sales Price?  
\_\_\_\_\_.
9. Can improvements made to the BMP UNIT during the first 5 years of ownership be used to adjust the Affordable Sales Price? If so what is the minimum value of the improvements eligible? \_\_\_\_\_.
10. Can the original mortgage loan used to purchase this property be refinanced and if so for what amount? \_\_\_\_\_.
11. Can I rent out the dwelling (the BMP UNIT)? \_\_\_\_\_.



Attachment #7 (cont.)

12. What is the transaction price used by the Santa Clara County Tax Assessor to calculate property taxes for this property? \_\_\_\_\_.

**COMPLETED BY:**

\_\_\_\_\_  
Buyer #1 Printed Name                      Buyer #1 Signature                      Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer #2 Printed Name                      Buyer #2 Signature                      Date: \_\_\_\_\_

**HOUSING TRUST SILICON VALLEY VERIFICATION OF HOMEBUYER COMPREHENSION  
OF THE SANTA CLARA BMP PROGRAM RESALE, REFINANCING, & AFFORDABILITY  
RESTRICTIONS**

\_\_\_\_\_  
HTSV Representative                      Signature                      Date: \_\_\_\_\_



Return Original to HTSV to be placed in BMP File with Copies of all Attachments  
Provide 1 Copy to Buyer with Copies of all Attachments  
Provide 1 Copy to City of Santa Clara RDA with Copies of all Attachments

Attachment #8  
Occupancy Standards  
(Behind this page)

## Attachment #8

### Occupancy Standards

To determine the size of BMP home (number of bedrooms) an Applicant may be eligible to purchase, the number of people in his/her household, and their age, gender and familial relationships (siblings, couples/spouses, parent, child, etc.) are considered.

The maximum occupancy allowed in a BMP home is two people per bedroom, plus one additional person. The minimum allowed is no less than one person per bedroom, however couples and/or household members (particularly young siblings) of similar age and same gender may be required to share a bedroom. Reasonable accommodations to these standards may be requested in the case of medical or disability needs, and will be considered on a case-by-case basis.

Number of Bedrooms in BMP Home	Minimum Household Size	Maximum Household Size
One	1	3
Two	2	5
Three	3	7
Four	4	9
Five	5	11

Some households may qualify for a range of bedroom sizes (e.g., a 3-person household may qualify for a 1-, 2- or 3-bedroom home), depending on specific household characteristics, and may choose to buy whichever sized home they prefer, among those for which they qualify, assuming they can afford the home's price. Program staff will review household composition details provided in Eligibility Applications and notify Applicants in their initial Eligibility Determination letter what home sizes they are eligible to buy.

If Applicant's household size and/or composition changes between date of Eligibility Application and date of Application to Purchase (according to information provided in Applications), Applicant may be determined to qualify for a different home size(s) than that stated in initial Eligibility Determination Letter.

Attachment #9  
Document Checklist  
(Behind this page)

## Attachment #9

### Document Transmittal Checklist

Lender/Mortgage Broker Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone # \_\_\_\_\_ Fax# \_\_\_\_\_ E-mail \_\_\_\_\_

Title Company Name \_\_\_\_\_ Escrow Officer Name \_\_\_\_\_

Phone # \_\_\_\_\_ Purchase Price \_\_\_\_\_

#### Items Required for BMP Program or First-Time Homebuyer Program Commitment, Funding and Close of Escrow

1. Signed original of Homebuyer Program Application
2. Two current pay stubs
3. Signed purchase and sale agreement
4. Current appraisal\*
5. Preliminary title report (no more than 45 days old)
6. Freddie Mac Form 65/Fannie Mae Form 1003 (Uniform Residential Loan Application)
7. Freddie Mac Form 1077/Fannie Mae Form 1008 (Uniform Underwriting Transmittal Summary)
8. Federal income tax returns for past three years
9. Senior lender loan commitment letter or equivalent
10. Evidence of other proposed non-City financial commitments (CalHFA, Teacher MCC, regular MCC, HTSCC \$6,500, HomeVenture Fund, etc.) if applicable
11. Statement indicating vesting, correct corporate name of beneficiary and trustee (page 1 of 1<sup>st</sup> deed of trust, if available), and estimated close of escrow date
12. Certificate of completion of homebuyer training course
13. Wiring Instructions (First-Time Homebuyer Program Only)

\*May be submitted after FTHB loan commitment is issued but at least 7 days before close of escrow.

## **Exhibits**

Exhibits:

- A. Covenants, Restrictions and Option to Purchase
- B. City Promissory Note
- C. Deed of Trust and Security Agreement
- D. Request for Notice
- E. Escrow Instructions

Exhibit A

Covenants, Restrictions and Option to Purchase

(Behind this page)

COMPLIMENTARY RECORDING  
REQUESTED PURSUANT  
TO GOVERNMENT CODE SECTION 27383

Recording Requested by and  
When Recorded Mail To:  
CITY OF SANTA CLARA  
1500 Warburton Avenue  
Santa Clara, California 95050  
Attn: City Manager

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**BELOW MARKET PURCHASE PROGRAM**  
**COVENANTS, RESTRICTIONS**  
**AND OPTION TO PURCHASE**

This agreement, entitled Covenants, Restrictions and Option to Purchase (the "City Covenants") is entered into as of this **DATE**, by and between the City of Santa Clara (the "City") and **OWNER** (the "Owner").

**RECITALS**

WHEREAS, the City has determined that it is desirable to encourage the purchase of homes by Moderate Income Households, and,

WHEREAS, the City has established a Below Market Purchase Program to assist Moderate Income Households, and

WHEREAS, concurrently with the execution of these City Covenants, Owner is purchasing the Residence for a purchase price that is affordable to Owner in accordance with a certain Affordable Housing Agreement (the "AHA") by and between the City and **DEVELOPER** dated **DATE OF THE AGREEMENT**. Without the benefits afforded by the City's BMP Program, the purchase price of the Residence would exceed the amount that is affordable to Owner; and,

WHEREAS, accordingly, in order to preserve the affordability of the Residence for Moderate Income Households, and in return for and in consideration of the opportunity for the Owner to purchase the Residence under the above-referenced circumstances and for other good and valuable consideration, the receipt and legal sufficiency of which the undersigned hereby acknowledges, the Owner, has agreed to execute these City Covenants; and,

WHEREAS, these City Covenants place certain use restrictions on the Residence, establish resale controls with respect to the Residence, and reserve to the City an option to purchase or designate an



Eligible Purchaser to purchase the Residence from the Owner in order to provide for the continued availability of the Residence to Moderate Income Households.

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, the Owner and the City agree, as follows:

1. **Definitions.** The terms set forth in this section shall have the following meanings when used herein:

“Affordable Housing Cost” shall mean a monthly housing cost not exceeding one-twelfth (1/12) of thirty-five percent (35%) of one hundred percent (100%) of Median Income, adjusted for household size appropriate for the size of the Residence.

“Affordable Sales Price” shall mean a sales price for a Residence that is derived from the Affordable Housing Cost, as determined by the City.

“Appreciation Amount” shall mean the difference between the Initial Market Value and the Unrestricted Resale Price less the Owner’s “capital improvements” as this term is defined in these City Covenants, and which is approved by the City.

“City Covenants” shall mean these Covenants, Restrictions and Option to Purchase executed by and between the City and the Owner, of even date herewith, as amended, modified or supplemented from time to time.

“City Lien” shall mean that certain subordinate mortgage lien, made to the Owner by the City and evidenced by the City Note.

“City Lien Documents” shall collectively mean the City Note, these City Covenants and the City Subordinate Deed of Trust.

“City Manager” shall mean the City Manager of the City of Santa Clara or his/her designee.

“City Note” shall mean the promissory note from the Owner to the City, as amended from time to time, evidencing the City Lien, as amended, modified or supplemented from time to time.

“City Subordinate Deed of Trust” shall mean the deed of trust recorded against the Residence from the Owner in favor of the City, as amended, modified or supplemented from time to time, securing the City Note and these City Covenants.

“CalHFA” shall mean the California Housing Finance Agency.

“Eligible Household” shall mean a prospective purchaser of the Residence who meets the then current requirements established by the City, including, but not limited to, having a household income that does not exceed 120% of the Area Median Income.

“Fair Market Value” shall be determined by an appraisal of the Residence as provided hereunder.

“First Mortgage Deed of Trust” shall mean the Deed of Trust on the Home from the Homebuyer in favor of the First Mortgage Lender, securing the First Mortgage Lender Note.

“First Mortgage Lender” shall mean **LENDER**, its successors and assigns.

“First Mortgage Loan” shall mean the first mortgage loan provided by the First Mortgage Lender to the Owner and secured by the First Mortgage Deed of Trust.

“Initial Market Value” shall mean the unrestricted Fair Market Value of the Residence as determined by the City as of the date of these City Covenants.

“Moderate Income Household” shall be a household with a gross income which does not exceed one hundred and twenty percent (120%) of the Median Income, adjusted for household size.

“Area Median Income” shall mean the median gross yearly income for households in Santa Clara County, California, as published periodically by the California Department of Housing and Community Development (“HCD”). In the event such income determinations are no longer published by HCD, or are not updated for a period of at least eighteen months, the City shall provide the First Mortgage Lender with other income determinations which are reasonably similar with respect to method of calculation to those previously published by HCD.

“Notice of Intended Transfer” shall mean the notice required under Section 5 of these City Covenants that shall specify all the terms of the intended Transfer.

“Program” shall mean the City’s Below Market Purchase Program.

“Purchase Option” shall have the meaning ascribed thereto under Section 7 below.

“Resale Restriction Period” shall mean five years from the date of these City Covenants.

“Residence” shall mean the housing unit commonly known as **ADDRESS**, together with the land thereon, and any subparts thereof, which is more particularly described in Exhibit A attached to the City Subordinate Deed of Trust that secures the City Note, which is incorporated herein by reference.

“Restricted Resale Price”- see Section 6.

“Senior Lender” or “Senior Lenders” shall mean any of the following entities and their successors and assigns, which are the beneficiary of a recorded security instrument used to secure financing for the purchase of the Residence: (i) the First Mortgage Lender (ii) CalHFA; (iii) the City of Santa Clara; or (iv) a lender under a CalHFA first mortgage program.

“Senior Loan” or “Senior Loans” shall refer to loans made by Senior Lenders to the Owner.

“Senior Loan Deeds of Trust” shall refer to the deeds of trust securing each Senior Loan, which documents shall at all times be senior to the City Lien Documents.

“Transfer” shall mean any sale, assignment, transfer, encumbrance voluntary or involuntary, in part or in full, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, a lien or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title; provided, however, that Transfer shall not include transfers by gift, devise or inheritance to an existing spouse, surviving joint tenant, or transfers to a spouse in the course of a dissolution proceeding or in connection with marriage, or transfers by devise or inheritance to children, or a transfer into an inter vivos trust of which the Owner is the sole beneficiary.

“Unrestricted Resale Price” shall mean the actual unrestricted price of the Residence that the Owner transfers between the expiration of the Resale Restriction Period and the twentieth (20<sup>th</sup>) anniversary of this Agreement.

2. **Owner Representations and Warranties.** The Owner represents and warrants that:

(a) The financial and other information provided by Owner to the City, its contractors and agents, and all lenders in order to qualify to purchase the Residence is true and correct as of the date first written above;

(b) The Owner intends and shall occupy the Residence as the Owner's principal place of residence, except as otherwise provided in Paragraph (c) of Section 3 below.

3. **Owner-Occupancy.**

(a) Owner shall occupy the Residence as his or her or their primary residence, and the Residence shall be used as the primary residence of Owner and Owner's household and for no other purpose. The Residence shall not be leased or rented by Owner to any person or entity.

(b) The City shall have the right to monitor whether the Residence is Owner-occupied by requesting that Owner provide the City, not more frequently than annually, with a written certification under penalty of perjury that the Residence is Owner-occupied, accompanied by supporting documentation reasonably satisfactory to the City.

(c) These Owner-occupancy restrictions may be waived, modified or terminated only upon the prior written approval of the City Manager.

4. **Maintenance of Property.** Owner agrees it shall maintain the interior and exterior of the Residence and any landscaping on the Residence in good condition and repair and in a manner consistent with the community standards which will uphold the value of the Residence, and in accordance with all applicable City codes. Failure to maintain the Residence in accordance with this Section 4, including, but not limited to, any violations of applicable building, plumbing, electric, fire, housing or other applicable City of Santa Clara Building Codes, shall be a default by the Owner under this Agreement.

5. **Notice of Intended Transfer.** In the event Owner vacates the Residence (e.g., to use the Residence as their primary residence) or Transfer any interest therein or any portion thereof, Owner shall give the City a Notice of Intended Transfer at least ninety (90) days prior to the intended date for

vacating the Residence or executing the Transfer. Any Transfer in violation of this Section 5 or any other provision of these City Covenants is prohibited and shall be null and void.

In the case of a Transfer by sale, the Notice of Intended Transfer shall also be accompanied by a written certification by the Owner and the proposed purchaser, in a form that is reasonably acceptable to the City, that the Owner and the proposed purchaser have not paid, have no agreement to pay and will not pay, to the other such party, or to any other person, any money or other consideration in addition to the consideration described in the terms of the sale.

6. **Determination of Restricted Resale Price.** During the Resale Restriction Period, the maximum sales price that the Owner may receive from any source for any type of Transfer of the Residence (“Restricted Resale Price”) shall be the lowest of the following: (a) the Increased Base Price (defined below); (b) the Fair Market Value (defined below); or (c) the Affordable Sales Price (as defined in Section 1.).

(a) **Increased Base Price.** The “Increased Base Price” means the purchase price that Owner paid for the Residence, increased by the percentage change in the Area Median Income, as published by the U.S. Department of Housing and Urban Development, from the purchase date to the date of notification stated in Section 5, above. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, the City may use or develop such other reasonable method as it may choose to determine the Area Median Income for Santa Clara County.

The Increased Base Price shall also be adjusted for the “Value of Capital Improvements”. The “Value of Capital Improvements” shall mean the value of substantial structural or permanent fixed improvements that cannot be removed without substantial damage to the Residence or substantial or total loss of value of said improvements. No such valuation shall be made except for improvements: (a) made or installed by or under the direction of the Owner; (b) with an initial cost of Two Thousand Dollars (\$2,000) or more; and (c) which can be documented by the Owner to the reasonable satisfaction of the City Manager. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the appraised market value of the improvements when considered as additions or fixtures to the Residence (i.e., the amount by which said improvements enhance the market value of the Residence at the time of sale or valuation). The adjustment to the Increased Base Price for such improvements shall be limited to the increase in value, and shall be determined by the City Manager and the Owner, or in the event of a failure to agree, by an independent residential appraiser selected by the Owner from a list of appraisers established by the City. The cost of the appraisal shall be borne by the Owner.

(b) **Fair Market Value.** The “Fair Market Value” of the Residence shall be determined by an independent residential appraiser selected by the Owner from a list of appraisers established by the City. To the extent possible, the appraisal shall be based on the sales prices of comparable properties sold in the market area during the preceding three (3) month period. The cost of the appraisal shall be borne by the Owner. In the event the Owner has made capital improvements to the Residence which have individually cost more than Two Thousand Dollars (\$2,000) and can be documented to the appraiser and which have increased the value of the Residence, or if damage or deferred maintenance have occurred while the Owner owned the Residence which have decreased the value of the Residence, the appraisal shall specifically determine the Value of Capital Improvements as set forth in Section 6.a. or the adjustment for damage and deferred maintenance and shall state what the fair market value of the

Residence would be without such value or adjustments. Nothing in this Section shall preclude the Owner and the City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal pursuant to this Section.

7. **Purchase Option.**

(a) As a material part of the consideration for these City Covenants, Owner covenants and agrees for itself, its successors and its assigns and every successor in interest to the Residence that for the Resale Restriction Period of these City Covenants, Owner hereby grants to the City an exclusive option to purchase the Residence or designate an Eligible Household to purchase the Residence from Owner in the event of an uncured default under the First Mortgage Loan or the City Lien Documents (subject to the First Mortgage Lender and Senior Lender's rights to cure under Section 12 herein), or upon receipt by the City of a Notice of Intended Transfer (the "Purchase Option"); provided, however, that the City shall be deemed to have waived such Purchase Option unless it gives notice to the Owner, the First Mortgage Lender and the Senior Lenders of its intention to exercise the Purchase Option within thirty (30) days, and to the extent possible, subsequently completes the purchase of the Residence within one hundred twenty (120) days from earliest of: (i) the expiration of the applicable cure period in the event of a default by the Owner under the City Lien Documents; or (ii) receipt by the City of a notice of default under the First Mortgage Loan, a Senior Loan, or a Notice of Intended Transfer.

(b) Within thirty (30) days following the exercise of the Purchase Option, the parties agree that the City shall open, or cause to be opened, an escrow with a title insurance company or such other escrow agent reasonably acceptable to the City (the "Escrow Agent") and the parties agree to execute escrow instructions with Escrow Agent as may be required by Escrow Agent, or to implement or give effect to the terms and conditions of these City Covenants. The parties agree to the following escrow terms and conditions:

(1) The escrow shall be for a period of one hundred (120) days or sooner if mutually agreed by the parties;

(2) The City agrees that it will pay, or cause to be paid by an Eligible Household designated by the City, the Restricted Resale Price upon the close of escrow or as otherwise mutually agreed to by the parties. Notwithstanding the foregoing, prior to the close of escrow, the Owner hereby agrees that the Escrow Agent shall withhold that portion of the Restricted Resale Price necessary to pay off the outstanding principal balance and interest due under the First Mortgage Loan, the Senior Loans and any outstanding liens or encumbrances against the Residence other than as due under the City Lien Documents. Any remaining funds shall be disbursed by the Escrow Agent to Owner;

(3) The Owner agrees that it shall pay the premium for a standard C.L.T.A. policy of Owner's title insurance issued by the Escrow Agent or title insurance company reasonably acceptable to the City in the amount of the Restricted Resale Price, insuring title to the Residence in the City's (or Eligible Household's, as the case may be) name, subject only to those matters approved by the City in writing. In the event the City (or Eligible Household, as the case may be) requests an A.L.T.A. policy of Owner's insurance and/or any title endorsements, the additional costs associated with the issuance of an A.L.T.A. policy or the endorsements shall be paid by the City (or Eligible Household, as the case may be);

(4) In the event the City exercises its Purchase Option, the Owner and City agree that all costs and fees charged in connection with the closing and escrow shall be borne one-half (1/2) by the City (or Eligible Household, as the case may be) and one-half (1/2) by the Owner; provided, however, in the event the City exercises its Purchase Option upon default by the Owner under the City Lien, the First Mortgage Loan or a Senior Loan, the Owner agrees to pay all costs and fees charged in connection with the closing and escrow;

(5) The Owner agrees that it shall deposit in escrow for delivery to the City (or Eligible Household, as the case may be) a grant deed to the City (or Eligible Household, as the case maybe) in such form as may be reasonably acceptable to the City Manager in his or her sole discretion);

(6) Taxes and assessments shall be prorated at the close of escrow with Owner paying all such taxes and assessments due and payable prior to the close of escrow and City (or Eligible Household, as the case may be) paying all such taxes and assessments due and payable following the close of escrow;

(7) Owner agrees that title shall be conveyed by Owner at the close of escrow to the City (or Eligible Household, as the case may be) free and clear of all mortgages, deeds of trust, liens and encumbrances. Owner agrees that any costs to remove or satisfy any mortgages, deeds of trusts, liens or encumbrances shall be the responsibility of Owner, at Owner's sole cost and expense; and

(8) Any other terms or conditions mutually agreed to by the parties.

(c) Priority of Option. The Option granted pursuant to these City Covenants shall be senior in priority to any lien or encumbrance, with the exception of the First Mortgage Loan, the Senior Loans and the documents securing such loans.

(d) In no event shall the City become in any way liable or obligated to the Owner or any successor-in-interest to the Owner by reason of the exercise of, or the failure to exercise the Purchase Option.

8. **Appraisal; Fair Market Value.** Upon a Transfer of the Residence, the First Mortgage Lender shall conduct an appraisal of the Residence, subject to the City's right to have an independent appraisal conducted. The cost of the appraisal shall be borne by the Owner. Nothing in this Section shall preclude Owner and City from establishing the Fair Market Value of the Residence by mutual agreement in lieu of an appraisal.

9. **Transfer by Owner at an Unrestricted Resale Price.** If, after the expiration of the Resale Restriction Period, the Owner Transfers the Residence at an Unrestricted Resale Price, and such Transfer occurs prior to the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement, the City shall be entitled to receive, and Owner shall pay to the City, an amount equal to the principal balance of the City Note. In addition to paying the entire outstanding balance of the City Note, Owner shall pay the City the lesser of either (i) simple interest at the rate of seven percent (7%) on the principal amount of the City Lien or (ii) an equity share, defined as the City's proportionate share of the Appreciation Amount decreased at the rate of five percent (5%) per year commencing from the date of this Agreement and the City Note until the twentieth (20<sup>th</sup>) anniversary. These obligations to pay the City shall be evidenced by a promissory note secured by a deed of trust recorded against the Residence.

10. **Restrictions on Transfer Proceeds.** The proceeds from any Transfer that ensues following the waiver or other failure by the City to exercise the Purchase Option under Section 7 above, after paying any and all superior liens and costs and fees relating to the transaction (such as any escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), shall be applied in the following order of priority: (i) the outstanding balance on the City Note; and (ii) any excess proceeds shall belong to the Owner.

11. **Default.** The occurrence of any of the following shall be deemed a default hereunder:

(a) Failure or delay by Owner to perform any covenant or agreement of the Owner under these City Covenants; or

(b) Failure or delay by Owner to perform any other covenant or agreement of the City Lien Documents or any other lien recorded against the Residence.

12. **Notice of Default; Cure Periods.**

(a) Regardless of whether any notice is given, in the event of a failure or delay amounting to a default by the Owner in the performance of any term or provision of these City Covenants or any other City Lien Document, the Owner must immediately commence to cure, correct, or remedy such default and shall complete such cure, correction or remedy with reasonable diligence. In the event the Owner is unable or unwilling to implement the required cure, correction or remedy, the First Mortgage Lender and Senior Lenders shall have the right to cure, correct, or remedy any such default of the Owner, provided the First Mortgage Lender and Senior Lenders give notice to the City of its intention to cure, correct, or remedy the default within thirty (30) days after receipt of notice thereof. The City shall not exercise the Purchase Option, commence foreclosure proceedings or accept a deed in lieu of foreclosure until it has given the First Mortgage Lender and Senior Lenders at least thirty (30) days' prior notice of the default in accordance with this Section 12.

(b) In the event of a non-monetary default by the Owner, the City shall give, or cause to be given, notice of default to the Owner, the First Mortgage Lender and the Senior Lenders, specifying: (1) the default complained of by the City; (2) the action required to cure such default; (3) a date by which such default is to be cured; (4) that failure to cure such default on or before the date specified in the notice may result in the exercise by the City of the Purchase Option pursuant to these City Covenants and such other remedies available to the City under the City Lien Documents or as provided by law; and (5) that Owner has the right to seek reinstatement and the right to bring a court action to assert the nonexistence of default or any other defense of the Owner to acceleration and sale. If the non-monetary default is reasonably capable of being cured within thirty (30) days, the City may grant the Owner, the First Mortgage Lender or the Senior Lenders such period after receipt of the notice to effect a cure. If such default is not reasonably capable of being cured within thirty (30) days, and the Owner, the First Mortgage Lenders or the Senior Lenders (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, the City may grant the Owner, the First Mortgage Lenders or the Senior Lenders such additional time as is reasonably necessary to cure the default.

(c) In the event of a monetary default, the Owner shall receive notice, and shall be accorded the appropriate period of time to effect a cure, in the manner and under the terms and conditions applicable to such default as provided under the City Lien Documents.

(d) Notwithstanding the cure periods established in this Section 12, in no event shall the City be precluded from sooner exercising any remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default or delinquency is given.

(e) Any omission or delay by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13. **Notices.** Except as otherwise expressly provided in these City Covenants, in every case when, under the provisions of these City Covenants, it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; or (iv) by facsimile machine, with transmission and receipt confirmed, addressed as follows:

To Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To First Mortgage Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Senior Lenders: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City                      The City of Santa Clara  
                                    1500 Warburton Avenue  
                                    Santa Clara, CA 95050  
                                    Fax: (408) 248-3381  
                                    (Or such other address as may be provided by the City)



Any notice that is transmitted by electronic facsimile transmission during regular business hours of regular business days followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission by facsimile; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

14. **Binding on Successors and Assigns.** Notwithstanding any other provision of law, these City Covenants shall run with the land and shall be enforceable against the Owner and its successors in interest by the City. The requirements of these City Covenants shall remain in effect with respect to the Residence until the first to occur of the following:

- (a) The end of twenty (20) years from the date hereof;
- (b) The exercise by the City of the Purchase Option granted herein;
- (c) A Transfer of the Residence and payment to the City of the full amount due on the City Note (including principal and the equity share or accrued interest);
- (d) The acquisition of title to the Residence, by the First Mortgage Lender, a Senior Lender or other party, upon foreclosure of the First Mortgage Deed of Trust or a Senior Loan Deed of Trust;
- (e) The acquisition of title to the Residence by the First Mortgage Lender or a Senior Lender or other party by a deed in lieu of foreclosure of the First Mortgage Deed of Trust or Senior Loan Deed of Trust, as applicable.

15. **Superiority of City Covenants/Subordination.** Upon close of escrow for the purchase of this Residence and the valid recordation of these Covenants, these Covenants shall supersede and replace the AHA, any other prior document restricting the unit, and all restrictions in such document are void and of no further effect.

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, these City Covenants is controlling as to the rights and obligations between and among the Owner, the City and their respective successors.

Notwithstanding anything to the contrary contained herein, these City Covenants shall, at all times, be subordinate to the First Mortgage Loan Documents and the Senior Loan Deeds of Trust.

16. **Refinance of First Lender Loan; Subordinate Loans**

- (a) **City Consent Required.** The Owner covenants and agrees not to place any additional mortgage or deed of trust, including any line of credit, on the Home without obtaining prior written consent of

the City. In the event the Owner desires to refinance the First Lender Loan, the Owner shall submit in writing to the City a Request to Refinance.

(b) **Refinance of First Lender Loan.** The City, at its sole discretion, may consent to a prepayment and refinance of the First Lender Loan and may agree to subordinate this Agreement and the City Deed of Trust to the refinanced First Lender Loan provided that the proposed refinance meets all of the requirements listed in the then-current version of the City's Below Market Purchase Program Policies and Procedures.

17. **Right To Consent To Changes, Enforce.** No changes shall be made to these City Covenants without the prior written consent of the City. Only the City, the First Mortgage Lender, a Senior Lender, the Owner and their respective successors and assigns in and to the Residence shall have the right to consent and agree to changes in, or to eliminate in whole or in part, these City Covenants or to subject the Residence to additional covenants, easements, or other restrictions without the consent of any tenant, lessee, easement holder, licensee, trustee, beneficiary under a deed of trust (other than those securing the First Mortgage Loan, a Senior Loan or the City Lien) or any other person or entity having an interest less than a fee in the Residence. These City Covenants, without regard to technical classification or designation, shall not benefit or be enforceable by any person, or firm, or corporation, public or private, except the City of Santa Clara and the Owner and their respective successors and assigns.

18. **Invalid Provisions.** If any one or more of the provisions contained in these City Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in these City Covenants, and these City Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **Controlling Law; Venue.** The terms of these City Covenants shall be interpreted under the laws of the State of California. Any lawsuit brought to enforce these covenants shall be brought in the Superior Court for this County of Santa Clara, and/or the federal district courts Northern District of California, San Jose.

20. **Exhibits.** Any exhibits referred to in these City Covenants are incorporated in these City Covenants by such reference. Owner agrees that he or she has had adequate opportunity to discuss these covenants with a representative of their choosing, and fully understand and accept all obligations assumed by execution of this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Owner has executed these City Covenants as of the date first written above.

**THE CITY OF SANTA CLARA, CA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Facsimile: (408) 241-677

"City"

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

"Owner"

EXHIBIT A

RESIDENCE DESCRIPTION

[To be added]

State of California )  
 )  
County of Santa Clara )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under  
PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

State of California )  
 )  
County of Santa Clara )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under  
PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

Exhibit B

City Promissory Note

(Behind this page)

**NOTICE TO BORROWER:**

This document contains provisions restricting resales and assumptions.

**BELOW MARKET PURCHASE PROGRAM  
PROMISSORY NOTE**

Secured by City Subordinate Deed of Trust

Note Amount: **\$XX,000.00**  
Loan Date: **DATE**

Santa Clara, California

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the CITY OF SANTA CLARA ("City") at such place as the City may designate from time to time in writing, the principal sum of **\$XX,000.00**. All sums hereunder shall be payable in lawful money of the United States of America.

1. **Definitions.** The terms set forth in this section shall have the following meanings in this Note.

"Affordable Housing Cost" shall mean a Monthly Housing Cost not exceeding one-twelfth (1/12) of thirty-five percent (35%) of one hundred percent (100%) of Median Income, adjusted for household size appropriate for the size of the Residence, but in no event less than one-twelfth (1/12) of twenty-five percent (25%) of the Borrower's actual gross income.

"Affordable Sales Price" shall mean a below-market sales price for a Residence, as **ADDRESS** determined by the City as of the date of the City Covenant.

"Appreciation Amount" shall mean the difference between the Initial Market Value and the Unrestricted Resale Price (less Borrower's "capital improvements" as this term is defined in the City Covenants and approved by the City).

"City Covenants" shall mean those certain Covenants, Restrictions and Option to Purchase entered into by and between the Borrower and the City, as amended, modified or supplemented from time to time.

"City Lien" shall mean that certain secondary mortgage lien, made to the Borrower by the City and evidenced by this Note.

"City Lien Documents" shall collectively mean this City Note, the City Covenants and the City Deed of Trust.

"City Note" or "Note" shall mean this promissory note from the Borrower to the City evidencing the City Lien to the Borrower, as amended, modified or supplemented from time to time.

“City Subordinate Deed of Trust” shall mean the deed of trust against the Residence executed by the Borrower in favor of the City, securing the City Note, as amended, modified or supplemented from time to time.

“CalHFA” shall mean the California Housing Finance Agency.

“Eligible Household” shall mean a Moderate Income Household which: (i) is defined as a first-time homebuyer in the City Covenants; (ii) intends to owner-occupy the Residence; and, (iii) meets the Program’s household income and liquid assets requirements.

“Initial Market Value” shall mean the fair market value of the Residence, as determined by the City as of the date of the City Covenants.

“Moderate Income Household” shall be a household with a gross income which does not exceed one hundred and twenty percent (120%) of the Median Income, adjusted for household size.

“Notice of Intended Transfer” shall mean the notice required under Section 4 of the City Covenants that shall specify all the terms of the intended Transfer.

“Program” shall mean the City’s Below Market Purchase Program.

“Resale Restriction Period” shall mean five years from the date of the City Covenants.

“Restricted Resale Price” shall mean that price determined by the City in accordance with the provisions in the City Covenants.

“Residence” shall mean the housing unit commonly known as **ADDRESS**, together with the land thereon and any subparts thereof, and more particularly described in Exhibit A attached to the City Subordinate Deed of Trust that secures this Note.

“Senior Lender” or “Senior Lenders” shall mean any of the following entities and their successors and assigns, which is the beneficiary of a recorded security instrument used to secure financing for the purchase of the Residence: (i) the First Mortgage Lender, (ii) CalHFA; (iii) the City of Santa Clara; or (iv) a lender under a CalHFA first mortgage program.

“Senior Loan” or “Senior Loans” shall refer to loans made by Senior Lenders to the Borrower.

“Senior Loan Deeds of Trust” shall refer to the deeds of trust securing each Senior Loan, which documents shall at all times be senior to the City Lien Documents.

“Term” shall mean the twenty (20) year period commencing upon the date of this Note.



“Transfer” shall mean any sale, assignment, transfer, or encumbrance voluntary or involuntary, in part or in full, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Residence is transferred and Borrower retains title; provided, however, that Transfer shall not include transfers by gift, devise or inheritance to an existing spouse, surviving joint tenant, or transfers to a spouse in the course of a dissolution proceeding or in connection with marriage, or transfers by devise or inheritance to children, or a transfer into an inter vivos trust of which the Borrower is the sole beneficiary.

“Unrestricted Resale Price” shall mean the actual unrestricted price of the Residence that the Owner transfers between the expiration of the Resale Restriction Period and the twentieth (20<sup>th</sup>) anniversary of this Note.

2. **City Lien.** This Note is made and delivered pursuant to, and in implementation of, the City’s Below Market Purchase Program, under which the City, in order to assist Borrower to purchase the Residence, is making the City Lien to Borrower in the amount set forth above. The amount of the City Lien consists of the difference between the Initial Market Value and the Affordable Sales Price for the Residence, as determined by the City as of the date of the City Covenants. Concurrently with the execution of this City Note, Borrower is executing the following instruments in connection with the purchase of the Residence:
  - (a) The City Subordinate Deed of Trust that secures this Note; and
  - (b) The City Covenants, recorded concurrently with the City Subordinate Deed of Trust.
3. **Loan Security.** This Note is secured by the City Subordinate Deed of Trust of even date herewith. Borrower shall purchase an ALTA lender’s policy of title insurance, insuring such City Subordinate Deed of Trust as a secondary lien on the Residence, with no delinquent taxes or assessment liens that appear as exceptions to title.
4. **Repayment.**
  - (a) Notwithstanding any other provision of this Note, the entire outstanding principal balance of this Note and the amount set forth in subsection (b) below, shall be due and payable upon the first to occur of the following:
    - (i) a default by Borrower under the City Lien Documents;
    - (ii) a Transfer that occurs after the expiration of the Resale Restriction Period and before the expiration date of this Note, except as otherwise provided herein;
    - (iii) payment in full of the First Mortgage Loan;

(iv) Borrower refinances all, or any part of, the First Mortgage Loan without first obtaining the written consent of the City to the proposed refinancing. City may approve or deny the proposed refinancing at its sole discretion, depending on whether the proposed refinancing would meet all the requirements listed in the then-current version of the City's Below Market Purchase Program Policies and Procedures; or

(v) twenty (20) years from the date of this Note.

(b) In addition to paying the entire outstanding principal balance of the Note, Borrower shall pay the City the lesser of either (i) simple interest at the rate of seven percent (7%) on the principal amount of the City Lien commencing from the date of this Note to the date all amounts due under this Note have been repaid in full, or (ii) an equity share, defined as the City's proportionate share of the Appreciation Amount decreased at the rate of five percent (5%) per year commencing from the date of this Note until the maturity date of this Note. See Equity Share/Interest Payment Example attached hereto as **Attachment A**.

c) After payment of the outstanding balance of the Note and any interest or equity share, the City shall then remove or cause to be removed the City Covenants as a lien on the Residence and the City Covenants shall cease to be covenants running with the land for the Residence.

5. **Repayment Deferral/Forgiveness.** Except as provided under Section 4 above, the Borrower is not obligated to repay this Note during the Resale Restriction Period if the Residence is transferred at a Restricted Resale Price pursuant to and in accordance with the City Covenants.

6. **Exception.** The City may, at its sole and absolute discretion, permit exceptions on a case-to-case basis to the accelerated repayment provisions under paragraph (a) of the preceding Section 4 of this Note.

7. **Prepayments.** Borrower may prepay all or part of the principal balance due under this Note. If prepayment occurs after the expiration of the Resale Restriction Period and prior to transfer of the Residence, Borrower shall also pay either interest or an equity share as specified in Section 4 (b). The City shall use Fair Market Value, as defined in the City Covenants in determining the Appreciation Amount. The City Covenants shall continue to remain in full force and effect until the 20<sup>th</sup> anniversary of this Note. Borrower shall not prepay the First Mortgage Loan unless this Note is paid in full.

8. **Application of Payments.** Any payments made pursuant to the terms of this Note shall be applied first to sums, other than principal, that are due to the City pursuant to this Note, and the balance, if any, to the payment of principal.

9. **Indemnification.** Without prejudice to the rights of the City hereunder or under any other City Lien Documents, Borrower shall indemnify defend and hold harmless the City

against, and shall pay the City on demand, any expense or loss which City may sustain or incur as a result of the failure by Borrower to pay when due any installment of principal, interest, fees, or other amounts payable to the City under this Note or any other City Lien Documents.

10. **Restrictions on Transfer Proceeds.** Except as otherwise provided by the requirements of any Fannie Mae or CalHFA rules or guidelines applicable to the First Mortgage Loan, or by this Note, proceeds from any Transfer, after paying any and all superior liens against the Residence and costs and fees relating to the transaction, if any (such as escrow fees, transfer taxes, recording fees, brokerage commissions and similar costs), shall be applied in the following order of priority: (i) accrued interest or shared equity under this Note; (ii) the outstanding balance under this Note; and (iii) any excess proceeds shall belong to the Borrower.
11. **Junior Liens.** Borrower shall not encumber the Residence for the purpose of securing financing and excluding the Senior Loan, whether senior in priority or subordinated to the City Deed of Trust without the prior written approval of the City. Notwithstanding any other provision of this Note, the following shall apply in the case of junior liens:
  - (a) Borrower shall give written notice to the City at least 30 days prior to recording any junior lien against the Residence to secure any loan of funds, including documentation of the proposed use of the proceeds of such loan.
  - (b) Borrower shall give written notice to City of any notice of default under any junior lien.
  - (c) Failure to give any notice required under this Section 11 and any uncured default under the terms of the junior lien shall be a default under this Note.
12. **Default.** The occurrence of any of the following shall be deemed a default hereunder:
  - (a) Failure by Borrower to make timely payments as required under this Note; or
  - (b) Failure or delay in the performance, or any other violation by Borrower of any other covenant or agreement of Borrower under this Note; or
  - (c) Failure or delay by Borrower to perform any covenant or agreement of Borrower in the City Deed of Trust, the City Covenants or any other lien recorded against the Residence.
13. **Notice of Default; Cure Periods.**
  - (a) Regardless of whether any notice is given, in the event of a failure or delay that constitutes a default by the Borrower in the performance of any term or provision of this Note or any other City Lien Document, the Borrower must

immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence. In the event the Borrower is unable or unwilling to enter into a forbearance agreement or otherwise implement the required cure, correction or remedy, the Senior Lenders shall have the right to cure, correct, or remedy any such default of the Borrower provided the Senior Lenders give notice to the City of its intention to cure, correct, or remedy the default within thirty (30) days after receipt of notice thereof. The City shall not commence foreclosure proceedings or accept a deed in lieu of foreclosure until it has given the Senior Lenders at least thirty (30) days' prior written notice of the default in accordance with this Section 13.

(b) In the event of a non-monetary default by the Borrower, the City shall give, or cause to be given, written notice of default to the Borrower, the Senior Lenders, specifying: (1) the default complained of by the City; (2) the action required to cure such default; (3) a date by which such default is to be cured; and (4) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums owing under this Note, the sale of the Residence or the exercise of such other remedies available to the City under the City Lien Documents or as provided by law; (5) that Borrower has the right to seek reinstatement after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Borrower to such acceleration and sale. If the non-monetary default is reasonably capable of being cured within thirty (30) days, the City may grant the Borrower, the Senior Lenders such period after receipt of the notice to effect a cure. If such default is not reasonably capable of being cured within thirty (30) days, and the Borrower, the Senior Lender (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, the City may grant the Borrower, the Senior Lender such additional time as is reasonably necessary to cure the default.

(c) In the event of a monetary default by the Borrower under the terms of this Note or the City Deed of Trust, the procedures and time periods established in Section 13 (a) above shall govern.

(d) Notwithstanding the cure periods established in this Section 13, in no event shall the City be precluded from sooner exercising any remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or if the default is not cured within ninety (90) days after the first notice of default or delinquency is given.

(e) Any omission or delay by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14. **Borrower's Waivers.** Borrower waives any right to require the City:
- (a) To demand payment of amounts due (known as "presentment");
  - (b) To give notice that amounts due have not been paid (known as "notice of dishonor")
  - (c) To obtain an official certification of nonpayment (known as "protest").
15. **Remedies.** Upon the occurrence of a default, the giving of notice and the expiration of the applicable cure period, the City may, at its option: (a) Declare all of the sums owing hereunder and secured by the City Deed of Trust to be immediately due and payable without further demand, and invoke the power of sale and any other remedies permitted by California law; (b) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Residence and take possession thereof (or any part thereof), in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Residence, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Residence shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding its continuance in possession of the Residence, the City shall be entitled to exercise every right provided for in this Note and the City Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose the City Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to one or more of the Trustees named in the City Deed of Trust, the trustee named in the deed of trust securing the Senior Loan, or any of them, a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found in California Civil Code Sections 2924, *et seq.*, as amended from time to time, which notice such trustee shall cause to be duly filed for record; (e) exercise its option to purchase pursuant to the City Covenants; or (f) exercise all other rights and remedies provided herein, in the instruments by which the Borrower acquires title to Residence, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law. No delay or omission on the part of the City in exercising any right under this City Note or the City Deed of Trust shall operate as a waiver of such right.
16. **City Assignment.** City may, at its option, assign its right to receive payment under this Note without obtaining the consent of the Borrower. City shall provide written notice of any such assignment to the Senior Lenders.
17. **Attorney Fees and Costs.**
- (a) Borrower agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by City, or adjudged by a court: (i) reasonable costs of collection, costs, and expenses, and attorneys' fees paid or incurred in connection with the

collection or enforcement of this Note, whether or not suite is filed; and (ii) costs of suit and such sum as the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it.

(b) In addition to the foregoing award of attorneys' fees, City shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

18. **Amendments.** This Note may not be modified or amended except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby, which writing must be so firmly attached to this Note so as to become a permanent part thereof.
19. **Severability.** The covenants of this Note are severable. Invalidation of any covenant or any part thereof by law, judgment, or court order shall not affect any other covenant.
20. **Notices.** Except as otherwise expressly provided in this Note, in every case when, under the provisions of this Note, it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; or (iv) by facsimile machine, with transmission and receipt confirmed, addressed as follows:

To Borrower:           **NAME**  
                                  **ADDRESS**  
                                  **Santa Clara, CA 9505X**

To Senior Lender:      **JPMorgan Chase Home Loans**  
                                  **ADDRESS**  
                                  **CITY, CA XXXXX**

To City:                    The City of Santa Clara  
                                  1500 Warburton Avenue  
                                  Santa Clara, CA 95050  
                                  Fax: (408) 248-3381  
                                  (Or such other address as may be provided by the City)

Any notice that is transmitted by electronic facsimile transmission during regular business hours of regular business days followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission by facsimile; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

21. **Non-Waiver.** Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment.
22. **Successors Bound.** This Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.
23. **Joint and Several Obligations.** This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

[Signature on following page]

By signing this document, Borrower agrees to all the terms and conditions stated in this Note.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

"Owner"



Attachment A

Equity Share and 7% Simple Interest Illustration

The seller will pay the lesser of the City's Equity Share of the Appreciation Amount or 7% simple interest based on a 20-Year Promissory Note

**Example:**

Initial Market Value of the Unit	\$500,000
Less Affordable Sales Price at time of initial sale	<u>\$385,000</u>
equals Principal amount of City Note	\$115,000

**Equity Share Calculation of the Appreciation Amount (Equity Subject to Sharing):**

	<u>Year Resale Occurs</u>		
	<u>6</u>	<u>10</u>	<u>15</u>
Assumed Unrestricted Resale Price	\$600,000	\$675,000	\$750,000
Less capital improvements approved by City	5,000	7,500	10,000
Net Unrestricted Resale Price	595,000	667,500	740,000
Less Initial Market Value	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Appreciation Amount	\$ 95,000	\$167,500	\$240,000
City's Equity Share			
(20-6)/20 times the Appreciation Amount	(\$66,500)		
(20-10)/20 times the Appreciation Amount		(\$83,750)	
(20-15)/20 times the Appreciation Amount			(\$60,000)
<i>Seller's Equity (Appreciation Amount less City's Share)</i>	\$28,500	\$83,750	\$180,000
<i>(Seller gets 5%/yr. increase in shared Appreciation Amount)</i>			

**OR**

**7% Simple Interest Illustration:**

Appreciation Amount	\$95,000	\$167,500	\$240,000
7% simple interest (\$115,000 principal)	(\$48,300)	(\$80,500)	(\$120,750)
<i>Seller's Equity (Appreciation Amount less City's Interest)</i>	\$46,700	\$87,000	\$119,250
Principal amount of City Note	\$115,000	\$115,000	\$115,000

Borrower must pay principal amount of the City Note in addition to either the City's share of the Appreciation Amount or the 7% simple interest amount.

It is assumed that no further encumbering of the property has occurred since the initial sale. Further encumbering of the unit is prohibited without the written permission of the City. The City offers no assurances or guarantee whatsoever that the property will increase in value to any extent or that it will not decrease in value. This illustration is solely created to serve as an illustration of calculated equity share or interest that may be owed.

Exhibit C

Deed of Trust and Security Agreement

(Behind this page)

COMPLIMENTARY RECORDING REQUESTED PURSUANT TO  
GOVERNMENT CODE SECTION 27383

Recording Requested By  
When Recorded Mail To:  
The City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, California 95050  
Attention: City Manager

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**THIS DEED OF TRUST CONTAINS PROVISIONS RESTRICTING ASSUMPTIONS**

**BELOW MARKET PURCHASE PROGRAM DEED OF TRUST AND SECURITY  
AGREEMENT (CITY SUBORDINATE DEED OF TRUST)**

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this **DATE**, among the trustor, **NAME** ("Borrower") and in care of Housing Services, a division of Santa Clara ("Trustee"), and the CITY OF SANTA CLARA as Beneficiary (the "City").

The Borrower, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the property located in the City of Santa Clara, State of California, described in the attached Exhibit "A" and more commonly known as: **ADDRESS** (the "Property").

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected, or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein collectively referred to as the "Security";

TO HAVE AND TO HOLD the Security, together with acquittances, to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Borrower contained in that certain Covenants, Restrictions and Option to Purchase executed by and between the Owner and the City and incorporated herein by this reference (the "City Covenants");

TO SECURE to the City the repayment of all sums evidenced by that certain promissory note to the City executed by Borrower, on or about the date hereof, in the principal amount of **AMOUNT (\$XXX,000.00)** and incorporated herein by this reference ("City Note"), with interest or equity share as provided in the City Note; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

BORROWER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. **Borrower's Estate.** Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security and other than this Deed of Trust, the Security is encumbered only by: (1) that deed of trust executed by Borrower in connection with a loan made to Borrower by MetLife Home Loans, (the "First Mortgage Lender"), securing a promissory note executed by Borrower in favor of the First Mortgage Lender (the "First Mortgage Note") to assist in the purchase of the Property; (2) the Senior Loan Deeds of Trust (hereinafter defined); (3) the City Note; and (4) the City Covenants. Borrower agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Mortgage Lender" shall include all successors and assigns of the First Mortgage Lender.) For purposes of this Deed of Trust, "Senior Deeds of Trust" shall refer to the recordable instruments securing acquisition loans for the Security made for the benefit of the following entities, their successors and assigns: (i) First Mortgage Lender, (ii) CalHFA; (iii) the City of Santa Clara; or (iv) a lender under a CalHFA first mortgage program (collectively, the "Senior Lenders").

2. **Repayment of Loan.** Borrower will promptly repay, when due, the accrued interest or shared appreciation, plus principal required by the City Note.

3. **City Covenants.** Borrower will observe and perform all of the covenants and agreements of the City Covenants.

4. **Charges; Liens.** Borrower will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Borrower making any payment, when due, directly to the payee thereof. Upon request by the City, Borrower will promptly furnish to the City all notices of amounts due under this paragraph. In the event Borrower makes payment directly, Borrower will promptly discharge any lien which has priority over this Deed of

Trust; provided, that Borrower will not be required to discharge the lien of the Deed of Trust securing the First Mortgage Note (the "First Mortgage Lender Deed of Trust") or any other lien described in this paragraph so long as Borrower will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. **Hazard Insurance.** Borrower will keep the Security insured by a standard fire and extended coverage insurance policy in at least such amounts and for such periods as the City may require, which amounts shall be the lesser of (1) the sum of the loan amounts under the City Note and the First Mortgage Note, or (2) the replacement cost of the Security, but in no event less than (3) the amount necessary to prevent Borrower from becoming a co-insurer under the terms of the policy.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Borrower subject to approval by the City; provided that such approval will not be withheld if the insurer is also approved by the First Mortgage Lender, the Federal Home Loan Mortgage Company, Fannie Mae, California Housing Finance Agency, or successors thereto.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Mortgage Note and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Borrower shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Borrower will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Borrower. The City shall receive thirty (30) days' advance notice of cancellation of any insurance policies required under this section.

Unless the City and Borrower otherwise agree in writing, insurance proceeds, subject to the rights of the First Mortgage Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay the City Note secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Security is abandoned by Borrower, or if Borrower fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Borrower that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to repay the City Note.

If the Security is acquired by the City, all right, title and interest of Borrower in and to

any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition subject to the rights of the First Mortgage Lender.

6. **Preservation and Maintenance of Security.** Borrower will keep the Security in good repair and will not commit waste or permit impairment or deterioration of the Security.

7. **Protection of the City's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the deed of trust securing the First Mortgage Note, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving bankruptcy or a decedent, then the City, at the City's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Security to make repairs.

Any amounts provided pursuant to this paragraph, with interest thereon, will become an indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and City agree to other terms of payment, such amount will be payable upon notice from the City to Borrower requesting payment thereof, and will bear interest from the date of disbursement at the highest interest rate permissible under applicable law. Nothing contained in this paragraph will require the City to insure any expense or take any action hereunder.

8. **Inspection.** The City may make, or cause to be made, reasonable entries upon and inspections of the Security; provided that the City will give Borrower reasonable notice of inspection.

9. **Forbearance by the City Not a Waiver.** Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

10. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Borrower subject to the provisions of this Deed of Trust.

12. **Joint and Several Liability.** All covenants and agreements of Borrower shall be joint and several.

13. **Notice.** In every case under the provisions of this Deed of Trust when it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless served: (i) personally; or (ii) by independent, reputable, overnight commercial courier; or (iii) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested; or (iv) by facsimile machine, with transmission and receipt confirmed, addressed as follows:

To Owner:                   **NAME**  
                                     **ADDRESS**  
                                     **Santa Clara, CA 9505X**

To First Mortgage  
Lender:                       **NAME**  
                                     **ADDRESS**  
                                     **CITY, CA XXXXX**

To Agency:                   City of Santa Clara  
                                     1500 Warburton Avenue  
                                     Santa Clara, California  
                                     95050  
                                     Fax: (408) 248-3381  
                                     (Or such other address as may be provided by the Agency)

Any notice that is transmitted by electronic facsimile transmission during regular business hours of regular business days followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission by facsimile; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

14. **Governing Law.** This Deed of Trust shall be governed by the laws of the State of California.

15. **Severability.** In the event that any provision or clause of this Deed of Trust or the City Note conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the City Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the City

Note are declared to be severable.

16. **Captions.** The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. **Default.** The occurrence of any of the following shall be deemed a Default hereunder:

- a) Failure or delay by Borrower to make any payments provided for in the City Note or herein; or
- b) Failure or delay by Borrower to perform any covenant or agreement of Borrower in the City Covenants; or
- c) Failure or delay by Borrower to perform any other covenant or agreement of Borrower in this Deed of Trust or the City Note.

18. **Notice of Default.**

- a) Regardless of whether any notice is given, in the event of a failure or delay that constitutes a default by the Borrower in the performance of any term or provision of this Deed of Trust, the Borrower must immediately commence to cure, correct, or remedy such default and shall complete such cure, correction or remedy with reasonable diligence.
- b) In the event of a non-monetary default by the Borrower, the City shall give, or cause to be given, notice of default to the Borrower, the First Mortgage Lender and the Senior Lenders, specifying: (1) the default complained of by the City; (2) the action required to cure such default; (3) a date by which such default is to be cured; (4) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust, sale of the Security or the exercise of such other remedies available to the City under this Deed of Trust or as provided by law; and (5) that Borrower has the right to seek reinstatement and the right to bring a court action to assert the nonexistence of default or any other defense of the Borrower to acceleration and sale. If the non-monetary default is reasonably capable of being cured within thirty (30) days, the City, in its sole and absolute discretion, may grant the Borrower, the First Mortgage Lender or the Senior Lender such period after receipt of the notice to effect a cure. If such default is not reasonably capable of being cured within thirty (30) days, and the Borrower or the First Mortgage Lender (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, the City, in its sole and absolute discretion, may grant the Borrower or the First Mortgage Lender such additional time as is reasonably necessary to cure the default.



- c) In the event of a monetary default by the Borrower, the notice provisions under Section 13 of the City Note shall govern, subject to any forbearance agreement that the City and Borrower may execute pursuant thereto.
- d) Notwithstanding the cure periods established in this Paragraph 18, in no event shall the City be precluded from sooner exercising any remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default or delinquency is given.
- e) Any omission or delay by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

19. **Acceleration; Remedies.** Upon the occurrence of a Default, the giving of notice thereof and the expiration of any applicable cure period, City may, at its option: (a) Declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;

(a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to exercise the power of sale; (c) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (d) deliver to one or more of the Trustees named in this Deed of Trust and the trustee named in the First Mortgage Deed of Trust, or any of them, a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time, which notice such trustee shall cause to be duly filed for record; (e) exercise its option to purchase pursuant to the City Covenants; or (f) exercise all other rights and remedies provided herein, in the instruments by which the Borrower acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law. No delay or omission on the part of the City in exercising any right under the City Note, the City Covenants or this Deed of Trust shall operate as a waiver of such right. The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the

remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

20. **Borrower's Right to Reinstate.** Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Borrower will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays City all sums which would be then due under this Deed of Trust and no acceleration under the City Note has occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable

Attorneys' fees; and (d) Borrower takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

21. **Due on Transfer of the Property or Repayment of the First Mortgage Loan.** Upon a Transfer (as defined in the City Note) of the Property or any interest in it or repayment in full of the amounts due under the First Mortgage Note, the City may, at its option, require immediate payment in full of all sums due and outstanding under the City Note and secured by this Deed of Trust. However, this option shall not be exercised by the City if applicable law as of the date of this Deed of Trust prohibits such exercise, or if the City has executed a separate written waiver of this option.

22. **Reconveyance.** Upon satisfaction of all obligations secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the City Note to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

23. **Substitute Trustee.** The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Subordination.** Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Mortgage Lender under the First Mortgage Deed of Trust or any subsequent First Mortgage deeds of trust hereafter recorded against the Security. Further, this Deed of Trust, the City Covenants and the City Note are expressly subordinate to the First Mortgage Loan Documents and the Senior Loan Deeds of Trust.

Notwithstanding any provision in this Deed of Trust to the contrary, all of the provisions of this Deed of Trust shall terminate and have no further force and effect upon the occurrence of one of the following events:

- a) Title is acquired by First Mortgage Lender or another party upon foreclosure of the First Mortgage Deed of Trust;
- b) Title is acquired by the First Mortgage Lender or another party by a deed in lieu of foreclosure of the First Mortgage Deed of Trust.

25. **Request for Notice.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower at the address set forth in Section 13 above.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date first written above.

---

**NAME OF BORROWER**

---

**NAME OF BORROWER**

EXHIBIT A

Property Description

State of )  
 )  
County of Santa )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

State of )  
 )  
County of Santa )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

REQUEST FOR FULL RECONVEYANCE

A reconveyance will be issued only upon presentation to the \_\_\_\_\_ Title Insurance Company, of this request properly signed and accompanied by the City Subordinate Deed of Trust, the original City Note secured by said City Subordinate Deed of Trust, and any receipt or document evidencing any other indebtedness secured thereby.

To \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of the Below Market Purchase Program Promissory Note ("City Note") for the total sum of \$ \_\_\_\_\_, and of all other indebtedness secured by City Subordinate Deed of Trust dated \_\_\_\_\_, 20 \_\_, made by \_\_\_\_\_, Trustor, to \_\_\_\_\_, Trustee, and recorded on \_\_, 20 \_\_, as Instrument No \_\_\_\_\_, in the Official Records in the Office of the County Recorder of Santa Clara County, California.

Said City Note, together with all other indebtedness and obligations secured by said City Subordinate Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, upon payment to you of any sums owing to you under the terms of said City Subordinate Deed of Trust, to cancel said City Note, above mentioned, and all other evidences of indebtedness secured by said City Second Deed of Trust delivered to you herewith, together with the said City Subordinate Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said City Subordinate Deed of Trust, all the estate now held by you and under the same.

Dated: \_\_\_\_\_, 20\_\_

**CITY OF SANTA CLARA,**  
A chartered California municipal corporation

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BRIAN DOYLE  
City Attorney

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DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050

Telephone: (408) 615-2210  
Fax: (408) 241-6771

Mail Reconveyance to:



RECORDING REQUESTED BY:  
\_\_\_\_\_ TITLE COMPANY

AND WHEN RECORDED MAIL TO:

Owners Name  
Forwarding address  
City, State, zip

And

Housing and Community Services  
Division  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara CA 95050  
APN: 000-00-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

The City of Santa Clara, as the present Beneficiary of the Deed of Trust dated Month 0, 0000, executed by Owners Name as Trustor, Trustee as indicated on Deed of Trust, is named as Trustee, and recorded in the Office of the County Recorder of Santa Clara County on Month 0, 0000, as Instrument No. 0000000 of the Official Records of Santa Clara County, hereby substitutes the City of Santa Clara as Trustee in lieu of the prior Trustee herein.

The City of Santa Clara hereby accepts such appointment as Trustee under the above Deed of Trust, and as Successor Trustee, and pursuant to the written request of Beneficiary and in accordance with the terms of such Deed of Trust, does hereby grant and reconvey to Trustor legally entitled thereto, without warranty, all of the estate and interest derived to the Trustee in and to the property described in Exhibit "A."

**CITY OF SANTA CLARA,**  
A chartered California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

Dated:

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050

Telephone: (408) 615-2210  
Fax: (408) 241-6771

Exhibit D

Request for Notice

(Behind this page)

OFFICIAL BUSINESS.  
Document entitled to free  
recording per Government  
Code Section 6103.

Recording Requested by and  
When Recorded Mail to:  
Housing and Community Services Division  
CITY OF SANTA CLARA  
1500 Warburton Avenue  
Santa Clara, California 95050

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

REQUEST FOR NOTICE  
Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any NOTICE OF DEFAULT and a copy of any NOTICE OF SALE under the \_\_\_\_\_ dated as of \_\_\_/\_\_\_/ 20\_\_ and recorded as Instrument No. \_\_\_\_\_, in the Official Records of Santa Clara County on \_\_\_\_\_, 20\_\_ executed by \_\_\_\_\_ and \_\_\_\_\_ as Borrowers, for the benefit of the City of Santa Clara and describing the following real property, located in Santa Clara County, California:

[See Exhibit A attached hereto and incorporated herein.]

be mailed to THE CITY OF SANTA CLARA at the following address:

1500 Warburton Avenue  
Santa Clara, California 95050

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

**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”

State of California )  
 )  
County of Santa Clara )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument. I certify under  
PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph  
is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

Exhibit A

Legal Description

**[TO BE ATTACHED]**

Exhibit E

Escrow Instructions

(Behind this page)



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

DATE

**VIII. Name of Title Company**

**IX. Address of Title Company**

**X. City, State Zip**

Attention: **Name of Escrow Officer, Title**

Re: Escrow No. #####-#####

Dear **Name of Escrow Officer**:

These escrow instructions are hereby submitted in connection with the sale of a residence (the "Unit") located at the following address in the City of Santa Clara:

Address of Unit: Full Street Address of Unit

Purchaser(s): Name of Purchaser(s)

Estimated Close of Escrow: CLOSE OF ESCROW DATE

**A. BACKGROUND**

1. THE CITY OF SANTA CLARA, a chartered municipal organization (the "City"), and Name of Developer (the "Developer") have entered into an Affordable Housing Agreement (the "Agreement") approved Date of Agreement Meeting.

2. Pursuant to the Agreement the Developer will construct total number dwelling units on property owned by Developer and located in the City of Santa Clara (the "Site").

3. The Agreement requires the Developer to sell exclusively to Moderate Income Households, at an affordable sales price, number of BMP dwelling units on the Site.

4. The Agreement also provides that the Developer agrees to record the attached affordability covenant.

5. The Developer proposes to sell the Unit to a Purchaser as a qualified moderate income household at an affordable sales price, and has provided separate escrow instructions to you in connection with such sale.

**B. TRANSACTION**

1. «First Lender Name». will make a «New Loan Amount Written» (\$«New First Loan Text amount»)



first loan to the Borrower, which will be evidenced by a promissory note in the amount of the First Lender Loan and secured by a deed of trust in first lien position on the Borrower's fee interest in the Property.

2. The Borrower will purchase that certain real property in Santa Clara County, more specifically described in the attached Exhibit A (the "Property").

#### C. DEPOSIT OF DOCUMENTS

Enclosed herewith, previously delivered to you, or to be delivered to you, are the following documents, executed in connection with the above-described escrow. Please inform Housing Trust Silicon Valley Homeownership Programs Department of the signing date at (408) 436-3450 ext 303 or 234 . They are Administrators of the Below Market Purchase (BMP) program and will need to be aware of the signing.

1. An original instrument entitled "**BELOW MARKET PURCHASE PROGRAM PROMISSORY NOTE Secured by City Subordinate Deed of Trust**" to be duly executed by the Purchaser (Borrower) and original to be returned to City.
2. **An original instrument entitled "BELOW MARKET PURCHASE PROGRAM DEED OF TRUST AND SECURITY AGREEMENT (CITY SUBORDINATE DEED OF TRUST)" to be duly executed by the Purchaser in recordable form.**
3. An original instrument entitled "**REQUEST FOR NOTICE Under Section 2924b Civil Code**" executed by the City in recordable form. **Please fill in date and recording number for senior lender deed of trust on form prior to submittal for recording.**
4. An original document entitled "**BELOW MARKET PURCHASE PROGRAM COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE**" to be executed by the Purchaser in recordable form.
5. An original document entitled "**City of Santa Clara – Below Market Purchase (BMP) Program Lien Servicing Agreement**" to be executed by the Purchaser.
6. An original document entitled "**Preliminary Change of Ownership Report**" to be executed/is signed by the Purchaser and copy of BMP Acknowledgement signed by the Purchaser **and copy of Assessors email, all to be delivered to the County Assessor's Office.**

#### D. CLOSING PROCEDURES

In closing escrow, you will adhere to the procedures set forth below. All requirements with respect to closing shall be considered as having taken place simultaneously, and no delivery shall be considered as having been made until all deliveries and closing transactions have been accomplished. Do not record or deliver any of the documents described above, or the funds to be wired to you, unless all conditions to closing are satisfied. When and only when all conditions to closing are satisfied, you shall:

2. With respect to any documents which have not been dated (whether or not such documents are to

be recorded), fill in the date of recordation.

3. With respect to any other blanks in the documents or **[boldface]** notations to insert information, fill in the appropriate information (for example, recording information, lender name, loan amounts, document name or dates of other documents). If you have any questions regarding how to fill in any blanks, contact the undersigned immediately.

3. Upon receipt of each of the documents listed below, Housing Trust Silicon Valley will provide notification to Escrow to proceed with recording.

- a. Certified copies of each of the documents # 1-6 described in paragraph C.
- b. These escrow instructions signed and certified by the «Title\_Company\_Name»

Title Company

- c. Certified copies of the signed note and deed of trust for the First Mortgage Lien

Holder

- d. Certified copy of the Grant Deed signed by Sellers
- e. Copy of the Master or Blanket Insurance Policy for the condominium project

(if applicable)

f. A certificate of insurance (hazard) showing the City of Santa Clara in second position as second loss payee.(if applicable)

Our Mortgagee clause is the following:

City of Santa Clara-Housing & Community Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
BMP no.: «BMP\_Loan\_»

g. Certified copy of the Seller and Buyer's Closing Disclosures and estimated Settlement Statement from «Title\_Company\_Name» Title Company

h. Certified copies of City of Santa Clara estimated Settlement Statement from «Title\_Company\_Name» Title Company

i. Copy of the buyers closing funds and receipt from the «Title\_Company\_Name»

Title Company

j. Copy of the Notice of Completion

4. Record, in the following order:

- a. An Original of the grant deed conveying title to the Unit to the Purchaser
- b. Senior Lender Loan Documents (As provided by Primary Lender under separate escrow instructions)
- c. An Original of the City BMP Subordinate Deed of Trust
- d. An Original of the City BMP Covenants, Restrictions and Option to Purchase
- e. An Original of the City Request For Notice

5. The purchaser(s) shall be provided copies of all executed documents.

6. After the closing, deliver to **both** the City and Housing Trust Silicon Valley (HTSV) one conformed copy of each of the documents # 2-4 described in paragraph C, above (i.e. two copies are required of each document—one for HTSV and one for the City.) In addition to these documents, you are required to return to the City, the original executed City Promissory Note (document #1), original executed City Lien Servicing Agreement (document #5), original executed copy of these Escrow Instructions, copy of signed "Preliminary

Change of Ownership Report and a conformed copy of Notice of Completion.

7. Please bill the Purchaser(s) for any title or escrow charges associated with the foregoing documents and any other charges you incur. ALTA Title Insurance Policy for the benefit of the City shall be provided as part of the escrow closing with the cost paid by the Purchaser. Any documents signed by the City are entitled to free recording pursuant to California Government Code sec. 6103 and Government Code sec. 27383. If any of such documents do not contain a legend to that effect, please insert the legend in the upper left corner of such documents.

The City hereby reserves the right to withdraw all of the documents and money described herein prior to the closing of the transaction contemplated hereby.

If you have any questions, please do not hesitate to call the undersigned at (408) 615-2490 and/or Housing Trust Silicon Valley at (408) 436-3450.

Please immediately return an executed copy of these instructions to the undersigned.

Very truly yours,

THE CITY OF SANTA CLARA, CALIFORNIA

By: \_\_\_\_\_  
Housing and Community Services **Division** Manager, or designee

The undersigned acknowledges receipt of the within escrow instructions and agrees to proceed in accordance therewith.

**NAME OF TITLE COMPANY**

By: \_\_\_\_\_

**AFFORDABLE HOUSING AGREEMENT  
by and between the  
CITY OF SANTA CLARA, CALIFORNIA,  
AND**

**LEGEND SANTA CLARA, LLC**

**ATTACHMENT D**

**[INTENTIONALLY LEFT BLANK]**

**AFFORDABLE HOUSING AGREEMENT**  
**by and between the**  
**CITY OF SANTA CLARA, CALIFORNIA,**  
**AND**  
**LEGEND SANTA CLARA, LLC**

**ATTACHMENT E**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Developer's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Developer shall purchase 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 Developer; 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 Developer 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;
  - 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;
  - d. Coverage shall contain no Contractor's' limitation endorsement limiting the scope of coverage for liability arising from pollution, personal injury, Owners' and Contractor's' protective Liability; and
  - e. Contractual Liability coverage shall expressly include all liability assumed under this Agreement.

## 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, Developer and/or its sub-contractor's 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 Developer 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 Developer or any sub-contractor 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. The City of Santa Clara, its officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Developer'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 Developer 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 Developer'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 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.
  - 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 Attachment E, above.

#### E. ADDITIONAL INSURANCE RELATED PROVISIONS

Developer and City agree as follows:

1. Developer agrees to ensure that sub-contractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Developer, provide the same minimum insurance coverage required of Developer, except as with respect to limits. Developer 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. Developer agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such sub-contractors and others engaged in the project will be submitted to City for review.
2. Developer 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 Developer 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 Developer 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, Developer, and each and every sub-contractor (of every tier) shall, at its sole cost and expense, purchase 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. Developer 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

Developer 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, Developer 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.  
The City of Santa Clara  
Housing & Community Services 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](mailto:ctsantaclara@ebix.com)

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Developer 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

21-489

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on Loan Agreement with Allied Housing, Inc. for a Loan of up to \$4,000,000 to Support the Construction of 80 Affordable Housing Units at 3333-3337 Kifer Road and Approve the Related Budget Amendment

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

The project, Kifer Senior Housing project, is a 100% affordable residential rental development, to be constructed on a rectangular 0.52-acre parcel at 3333-3337 Kifer Road, just west of the intersection of Kifer Road and Corvin Drive. The assessor's parcel number is 216-33-035 ("Site").

The development will contain 79 senior affordable housing development units with long-term affordability restrictions in Santa Clara, CA with incomes at or below 60% of area median income (AMI) and one unrestricted manager unit. 39 of these units will be set aside for formerly chronically homeless senior (55+) residents with incomes at or below 30% of AMI (supportive housing households). The developer of the project is Allied Housing, Inc. ("Allied"), in partnership with Abode Services as the primary service provider and the John Stewart Company as the property manager. The County Office of Supportive Housing would be responsible for coordinating and providing ongoing onsite supportive services for the 39 permanent supportive housing households through a contract with Abode Services.

Several community amenities will be incorporated into the Project's programming, including a ground floor community room, property management office, resident services office, elevator lobby and bike storage room. The second floor will have another designated community space overlooking Kifer Road and a solarium is proposed at the top floor adjacent to the shared outdoor patio. Common laundry rooms will be available at the second through sixth floors.

#### DISCUSSION

The Kifer Senior Housing project has been awarded \$14 million from the County of Santa Clara, Measure A Affordable Housing Bond funds and \$8.4 million from the State of California HCD's Housing for a Healthy Community program. Allied is requesting a \$4 million loan from the City of Santa Clara to complete its financing package before applying to The California Tax Credit Allocation Committee (TCAC) for tax credits.

### Secured and Pending Funding Sources

A summary of the anticipated funding Sources and Uses includes the following:

Sources	
City of Santa Clara Affordable Housing Fund Loan	\$ 4,000,000
County Measure A Loan	\$ 14,000,000
1st Mortgage	\$ 8,482,319
Deferred fee (paid via cash flows)	\$ 1,000,000
General Partner (Allied Housing) Equity	\$ 1,000,000
Tax Credit Equity	\$ 27,889,296
<b>Total Sources</b>	<b>\$ 56,371,615</b>

Uses	
Acquisition	\$ 5,232,300
Permit and Impact Fees	\$ 2,972,559
Construction Costs	\$ 34,391,530
Architecture and Engineering	\$ 1,500,000
Financing Expenses	\$ 2,594,791
Other Costs / Contingency	\$ 3,031,164
Developer Fee	\$ 3,000,000
Reserves	\$ 3,649,271
<b>Total Uses</b>	<b>\$ 56,371,615</b>

The largest piece of financing to support development of the Project will be a 4% tax credit equity, which will generate approximately \$28 million through the Low-Income Housing Tax Credit program. Once the financing and subsidy sources outlined above are in place, the project will be highly competitive to receive an award of tax credits.

On March 10, 2020, the County of Santa Clara (“County”) Board of Supervisors approved a loan of up to \$14,000,000, subject to underwriting, with a portion of the funding allocated to the County’s acquisition of the Site, a portion of the funding allocated to financing predevelopment costs, and the balance allocated to construction and permanent financing. To effectuate the financing of the project, several actions need to occur. Immediately prior to the closing of financing, the County shall acquire the Site for \$4,700,000, which is the estimated Seller’s cost of acquiring the land (“Land Acquisition Price”). Upon closing on the Land Acquisition, the County shall ground lease the property to the Borrower for \$1 per year for a term of at least 75 years.

The Project has also secured funding from California Housing and Community Development Housing for a Healthy California program, which provides \$8.4 million of capital funding and approximately \$3 million of funding that is capitalized operating subsidy reserve (“COSR”) which will subsidize the gap between the income the project will generate from rent and the operating expenses. This will allow the units reserved for people experiencing homelessness to only have to pay about 1/3 of their income in rent.

### General Plan and Zoning Consistency

The site is located within the Lawrence Station Area Plan ("Area Plan") and has all the zoning and general plan designations required for the development of a high-density residential project, as proposed. The Area Plan is intended to guide development in a specific geographic area, and it establishes development policies and sets forth design standards and guidelines applicable to properties within the boundary of the Area Plan. Proposals for development within the Area Plan are required to be consistent with the policies, standards and guidelines contained in the Area Plan. The proposed housing development is consistent with the Area Plan, but the City of Santa Clara requires that a design review application be considered by the City of Santa Clara's Architectural Review Committee. The project is eligible for the AB 2162 streamlining process. The Project was approved by the Architectural Review Committee at the March 17, 2021 Committee meeting.

### Next Steps and Project Timing

City approval of a loan up to \$4,000,000 is the last discretionary funding approval needed for the developer so that they can apply for 4% bond financing and competitive low-income housing state tax credits. Applications are due by May 2021. If approved by City Council, the next step for the Developer is to transition from design development drawings to full construction drawings that can be submitted to the City for review for the purposes of issuing building permits. Assuming a tax credit allocation is secured in the May 2021 round, the tax credit funding will require that the Project start construction by the end of 2021. All financing needs to be closed with the construction loan prior to the start of construction, which would be December 2021. Construction is anticipated to be approximately 18 months and building occupancy would be around summer of 2023.

### ENVIRONMENTAL REVIEW

Pursuant to the California Code of Regulations Section 65583, Chapter 3 of Division 1 of Title 7 of the Government Code, also known as AB 2162, this project is only subject to ministerial review and therefore exempt from the California Environmental Quality Act (CEQA).

### FISCAL IMPACT

The City's loan of up to \$4,000,000 would enable Allied Housing to apply for low-income housing tax credits and close on the construction financing as early as December 2021.

If approved, the City's loan of up to \$4,000,000 would be drawn from the City's Affordable Housing Fund. The City's Affordable Housing Fund has an unrestricted fund balance of approximately \$6.3 million that can be utilized to fund this loan. Please note that revenues are expected to increase due to impact fees and in-lieu fees associated with the Affordable Housing Ordinance, which was implemented in August 2018.

The approved loan commitment is reflected in the Budget Amendment below. It is anticipated that the loan will be drawn in FY 2021/2022 and an appropriate carryover will be included in the upcoming Biennial Budget. The principal under this loan will bear simple interest at a rate of 3% per year, subject to final underwriting. The principal and interest due under this agreement would be paid over 55 years from the date of the agreement. Annual payments would be made upon the availability of residual receipts and would be proportionally split between the subordinate lenders.

The budget amendment below allocates funding from the City Affordable Housing Fund for a

\$4,000,000 loan for the Kifer Senior Housing Project located at 3333-3337 Kifer Road as recommended in this memorandum.

Budget Amendment  
FY 2020/21

	Current	Increase/ (Decrease)	Revised
City Affordable Housing Fund <u>Expenditures</u>			
Kifer Senior Housing Project Loan	\$0	\$4,000,000	\$4,000,000
Unrestricted Ending Fund Balance	\$6,272,665	(\$4,000,000)	\$2,272,665

### 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) <<mailto:clerk@santaclaraca.gov>>.

### ALTERNATIVES

1. Adopt a resolution approving and authorizing the City Manager negotiate and execute a Loan Agreement with Allied Housing, Inc. for a loan of up to \$4,000,000 to support the construction of 80 affordable housing units located at 3333-3337 Kifer Road; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow;
2. Approve the Related Budget Amendment; and,
3. Any other alternate action as directed by Council.

### RECOMMENDATION

Alternative 1 and 2:

1. Adopt a resolution approving and authorizing the City Manager to negotiate and execute a Loan Agreement with Allied Housing, Inc. for a loan of up to \$4,000,000 to support the construction of 80 affordable housing units located at 3333-3337 Kifer Road; to make modifications to the Loan Agreement and attachments consistent with the Term Sheet and as reviewed by the City Attorney for form and consistency; to execute all documents necessary (including Deeds of Trust, Promissory Notes, and Affordable Housing Agreements) to implement the Loan Agreement and close escrow; and
2. Consistent with the City Charter Section 1305 "At any meeting after the adoption of the budget, the

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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," approve the following FY 2020/21 budget amendments:

A. In the City Affordable Housing Fund, appropriate \$4,000,000 to the Kifer Senior Housing Project Loan and reduce the unrestricted ending fund balance by \$4,000,000 (**five affirmative Council votes required for the use of unused balances** ).

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Resolution Approving Authority to enter into Loan Agreement - Kifer 2
2. Permanent Loan Term Sheet DRAFT - Kifer 2

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
APPROVING AN AGREEMENT BETWEEN THE CITY OF SANTA  
CLARA AND ALLIED 3335 KIFER, LP FOR THE KIFER SENIOR  
APARTMENTS PROJECT LOCATED AT 3335 KIFER ROAD,  
SANTA CLARA**

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

**WHEREAS**, on June 16, 2020, Allied Housing, Inc. (“Applicant”) filed an application for the 0.52 acre site located at 3335 Kifer Road (“Project Site”);

**WHEREAS**, the Applicant applied for streamlined entitlement and environmental review under California Assembly Bill 2162 of an 80 unit affordable residential project for low or very-low income senior residences within the Lawrence Station Area Plan (LSAP) plan area (“Project”);

**WHEREAS**, in accordance with AB 2162, the project was found to be eligible for “by-right” approval and therefore exempt from discretionary local government review and CEQA.

**WHEREAS**, on March 17, 2021, the Development Review Officer held a duly noticed public hearing to consider the Project, and all pertinent information in the record, at the conclusion of which, the Development Review Officer concurred with staff’s finding that the Project is eligible for streamlined review under AB 2162.

**WHEREAS**, the terms of the Loan Agreement contemplates that implementation of the Project will require myriad permits, approvals, entitlements, agreements, permits to enter, utility services, subdivision maps, building permits, and other authorizations in order to implement the Project, including but not limited to a Loan Agreement, Deed of Trust, Promissory Note, Affordable Housing Agreement and Regulatory Agreement (together, the “Project Documents”);

**WHEREAS**, the Project Documents, including the Loan Agreement, will help address the City’s housing needs at a broad range of income levels by providing the City with 79 housing units, of which 100% will be affordable to households with Area Median Income (AMI) levels ranging from 30% to 60% AMI;

**WHEREAS**, before considering the Loan Agreement, the City Council reviewed and considered the information contained in the EIR (SCH No. 201502205) and the CEQA Findings; and,

**WHEREAS**, on \_\_\_\_\_, the City Council conducted a public hearing, at which time all interested persons were invited to provide testimony and evidence, both in support of and in opposition to the proposed Loan Agreement.

**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 and authorizes the City Manager to negotiate and execute a Loan Agreement pursuant to the terms of the negotiated Term-sheet, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.
3. That this Resolution including the terms of the Loan Agreement approval described in Section 2 above, is based on the findings set forth above.
4. That the City Manager and/or designee is hereby authorized and directed to perform all acts to be performed by the City in the administration of the Loan Agreement pursuant to the terms of the negotiated Term-sheet. The City Manager is further authorized and directed to perform all other acts, negotiate and execute all documents (including deeds of trust, promissory notes, and affordable housing agreement) necessary or convenient to close escrow and carry out the purposes of this Resolution and the Loan Agreement.
5. Effective date. This resolution shall become effective immediately.

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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. Term Sheet





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**KIFER SENIOR APARTMENTS  
City of Santa Clara Term-sheet  
CONSTRUCTION AND PERMANENT LOAN**

Date: March 22, 2021

1. PROPERTY AND PLANNED IMPROVEMENTS: Kifer Senior Apartments, an affordable rental residential development, is to be constructed on a 0.52-acre site at 3335 Kifer Road, Santa Clara, APN: 216-33-035 (“Site”). The development will contain 80 units consisting of 39 units for formerly chronically homeless senior (55+) residents with income levels at or below 30% of Area Median Income (“AMI”), 40 units for senior (55+) residents with income levels at or below 60% AMI, and 1 unrestricted two-bedroom manager’s unit (collectively, “Project”). The unit mix will consist of (30) 337-square foot studios, (45) 542-square foot one-bedrooms and (5) 892-square foot two-bedrooms. The building will include a community room, service offices, bike storage room, roof terrace, onsite laundry, and a full array of Resident and Supportive Services for the community will be provided by Abode Services (“Development”).

The site is located within the Lawrence Station Area Plan and has all zoning and general plan designations required for the development of a high density residential project as proposed. The building will be five stories of Type IIIA construction over one story of Type I construction and will have a total of 24 surface parking stalls. The net rentable square footage of the building is approximately 37,000 SF.

2. BORROWER: Allied 3335 Kifer, LP, a California limited partnership.
3. DEVELOPER: Allied Housing
4. PROPERTY MANAGER: The John Stewart Company
5. SERVICE PROVIDER: Abode Services
6. PURPOSE OF FUNDING: Construction and permanent financing.
7. LOAN/PURCHASE AMOUNT: Up to \$4,000,000, subject to underwriting acceptable to the City of Santa Clara (“City”).
8. COUNTY MEASURE A FUNDS: The County has approved up to \$14,000,000, subject to underwriting acceptable to the County of Santa Clara (“County”) allocated to construction and permanent financing (“Construction/Permanent Loan”). The City’s loan

is contingent on the County's loan prior to the closing of financing for the Construction/Permanent Loan (currently estimated to be approximately January, 2022).

9. TERM OF LOAN: The Construction/Permanent Loan shall have a term of fifty-five years from the date the Project receives its certificate of occupancy (or equivalent).
10. AFFORDABLE HOUSING AGREEMENT: The Borrower shall enter into an Affordable Housing Agreement with the City that runs coterminous with the loan, fifty-five years from the date the Project receives its certificate of occupancy (or equivalent).
11. INTEREST RATE: Construction/Permanent Loan - 3% simple interest per year.
12. PAYMENTS: Principal and interest are due in full upon the maturity date. The Construction/Permanent Loan shall be repaid on a residual receipts basis, with the City receiving a pro-rata share of the net cash flow of the Project. "Net cash flow" shall mean the operating revenues less eligible operating expenses, including but not limited to, the deferred development fee and L.P. and G.P. management fees, and as further specified in the loan documents.
13. COLLATERAL/DOCUMENTATION:  
The Construction/Permanent Loan shall be secured by a subordinate deed of trust on the Site and a subordinate collateral assignment of contracts, plans, and specifications. The City's affordability restrictions shall be recorded against the Site, subject only to those encumbrances permitted by the City. The Construction/Permanent Loan will be evidenced by a loan agreement and such other documentation as required by the City.
14. AFFORDABILITY RESTRICTIONS: The City's affordability restrictions ("Affordable Housing Agreement") shall restrict 39 non-manager units to households with income levels at or below 30% AMI and 40 non-manager units to households with income levels at or below 60% AMI, and such other restrictions consistent with the Permitted Measure A Housing Bond Uses and the County's Supportive Housing Development Program Notice of Funding Available (NOFA) requirements.
15. OTHER LENDERS: Construction, permanent and other soft lender loans shall be secured against the leasehold interest in the land and fee interest in the improvements.
16. SUBORDINATION: The City shall subordinate the lien of its Construction/Permanent Loan deed of trust to the lien of a senior construction/permanent loan lender deed of trust, or to such other senior lender approved by the City, subject to a subordination agreement in form and content acceptable to the City.
17. COUNTY DIRECT REFERRAL PROGRAM: The 39 non-manager units restricted to households with income levels at or below 30% AMI shall be rented to households referred through the County of Santa Clara's Coordinated Entry System or such other

equivalent County direct referral program, which referral program has been approved by SCCHA pursuant to an MOU between SCCHA and the County.

18. NON COUNTY DIRECT REFERRAL PROGRAM UNITS: The 40 non-manager units restricted to households with income levels at or below 60% AMI shall be filled through a waitlist maintained by the City or its designee.
19. PROPERTY OWNERSHIP AND GROUND LEASE: Immediately prior to the closing of the Construction/Permanent Loan, subject to Board approval, the County shall acquire the Site from the Borrower for \$4,700,000.00, which is the estimated Seller's cost of acquiring the land ("Land Acquisition Price"). Immediately upon closing on the Land Acquisition, the County shall ground lease the property to the Borrower for \$1 per year for a term of 99 years.
20. PROJECT FINANCING: As a condition of the Construction/Permanent Loan, during the predevelopment period, Borrower shall seek other construction and permanent funding including federal tax credit equity, certificated State tax credit equity, commercial construction and permanent loans, and a HUD VASH voucher commitment.
21. DEVELOPMENT PRO FORMA: Borrower shall submit for City approval an acquisition and construction/permanent financial pro forma (the "Pro forma") reflecting Borrower's projections of tax credit equity, estimated income and operating expense cash flow for the Project and Development, and loan balances for 55 years to City's satisfaction.
22. DEVELOPER FEE: Pursuant to the California Code of Regulations Section 10327(c)(2)(B) (TCAC regulations) on developer fees, the maximum developer fee shall be 15% of the Project's unadjusted eligible basis, with the maximum cash portion of the development fee equal to or less than \$2,500,000, payable as follows: 25% at construction start; 25% during construction and 50% at conversion. Any portion of the developer fee in excess of \$2,500,000 shall be deferred and repayable out of the sponsor's share of the residual receipts of the Project, with a maximum pay-off period of 15 years from the closing of the Construction/Permanent Loan. No interest is allowed on the deferred fee.
23. DUE DILIGENCE: Borrower shall provide all reports, studies, approvals, plans, drawings and other due diligence documents, in form and content acceptable to City, as reasonably requested by the City, including without limitation, an appraisal, a Phase I report, an ALTA survey, and preliminary title reports for the Site.
24. NEPA: Should HUD VASH or Section 8 Project-based vouchers be committed to the project, borrower shall submit a confirmation to City's satisfaction that a NEPA study has been completed and an Authority to Use Grant Funds ("AUGF") has been issued. No site work or construction shall commence prior to the issuance of the AUGF.

25. PREVAILING WAGE REQUIREMENTS: Borrower shall pay, or cause to be paid, prevailing wages for the construction and demolition work as required by state and federal prevailing wage laws, including without limitation, the California Labor Code and the Davis-Bacon Act. If the Project is not otherwise subject to state and federal prevailing wage laws, it is the policy of the Office of the Supportive Housing that Borrower shall pay, or cause to be paid, wage rates equivalent to the California prevailing wage.
26. INSURANCE: Borrower shall procure and maintain insurance in form and amount approved by the City's requirements.
27. GOOD NEIGHBOR PRACTICES: Borrower will work in collaboration with the City to address concerns and issues the community identified while simultaneously making the City aware of any such issues.
28. EXPIRATION: The City's term sheet shall expire by May 1<sup>st</sup>, 2022, or sooner if City determines in its sole and absolute discretion that the Project is not making substantial progress towards the commencement of construction.

## **Exhibit A**

### **TENTATIVE WORK PLAN**

#### **CITY**

- Finalize environmental documentation required by the California Environmental Quality Act (“CEQA”);
- Provide confirmation of all applicable City fees and waivers, including parks fees;
- Arrange meetings for the negotiation of the Loan Agreement;
- Provide City financing documentation for public finance applications; and
- Other tasks as appropriate to meet project goals.

#### **DEVELOPER**

- Prepare detailed Schedule of Performance for the Project and key partners;
- Submit a detailed pro forma and discuss and evaluate the financial and operational components, including any requirements pertaining to the applicability of any prevailing wage requirements;
- Provide the City with organizational documents as well as an organization chart outlining key personnel’s roles and responsibilities;
- Preliminary Assessment of traffic and parking issues/constraints that may affect site development;
- Assessment of major public and private utility capacities and connections for providing service to the Project;
- Assessment of site drainage and waterway issues that may affect site development;
- Determine form of payments for the City’s financial benefits from the Project;
- Identify key stakeholders; Conduct and document Project Community Meetings for public input on site design and operations;
- Review of any site easements or other use restrictions that may affect site development;
- Process planning applications and obtain Planning and Development permits and tentative map;
- Create Construction drawings;
- Pursue necessary financing commitments; and
- Other tasks as appropriate to meet project goals.



## Agenda Report

21-328

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement with Mott MacDonald Group, Inc. for Design Professional Services for the Storm Drain Slide Gate Rehabilitation Project and Related Budget Amendment

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara's storm drain system consists of approximately 200 miles of pipelines, which include manholes, catch basins, retention basins, lift stations, pump stations, and outfalls. Stormwater in the City generally drains in a south to north direction and ultimately goes to the San Francisco Bay. Runoff captured by the storm drain system is discharged through a combination of gravity outfalls and pump stations. The City operates and maintains 22 storm lift/pump stations (Attachment No. 1). Most of the storm lift/pump stations are located in the northern half of the City and pump stormwater over and through levees into Guadalupe River, San Tomas Aquino Creek, or Calabazas Creek.

Proper maintenance of the storm lift/pump stations and equipment is essential for efficient operation, infrastructure management and flood protection. In order to perform maintenance activities inside a wet well at any station, isolation of the station is necessary. A slide gate provides a means for staff to isolate a particular pump station from the incoming stormwater flows. City staff has prioritized up to eight storm pump stations for rehabilitation of existing or installation of new slide gates. The Storm Drain Slide Gate Rehabilitation Project (Project) includes the following storm drain pump stations: Eastside, Rambo, Nelo-Victor, Fairway Glen, Gianera, Lakeside, Lake Santa Clara, and Freedom Circle.

#### DISCUSSION

A formal selection process was used to solicit proposals from consultants to provide the required design professional services. On October 28, 2020, a Request for Proposals (RFP) was issued on the City's e-procurement system, BidSync, to solicit proposals from qualified consultants for the Project. Two proposals were received from Mott MacDonald Group, Inc. and Schaaf and Wheeler Consulting Civil Engineers. A proposal review panel consisting of staff from the Department of Public Works Design and Street Divisions evaluated each proposal against the criteria set forth in the RFP. Criteria included: responsiveness to the RFP, qualifications of the firm, qualifications and experience of key staff and their availability, project approach, and ability to complete the project within the proposed schedule.

Based on the panel's evaluation, Mott MacDonald Group, Inc. (MMG) was the highest ranked proposer based on several factors. MMG demonstrated a better project understanding and provided

an excellent project approach and team to investigate and resolve the issues presented in the RFP.

The base scope of work of the proposed agreement (Attachment 2) generally includes site evaluation; preliminary engineering and construction cost estimates (for all eight sites); and preparation of construction documents (plans, specifications, and engineer's estimates) for public works bidding, and engineering support services (bid, award, construction) for two high priority sites. Based on the outcome of the preliminary engineering analysis, estimated construction cost, and available funding for construction, a decision will need to be made whether there is enough budget to move forward with the optional tasks listed in the agreement. The optional work includes detailed design and preparation of construction documents for three medium priority sites (Optional Task 1), and the remaining three low priority sites (Optional Task 2). Staff will also be able to evaluate how much additional budget will need to be approved later to fund the implementation for the remainder of these improvements

Staff recommends entering into the Agreement with Mott MacDonald Group, Inc. for Design Professional Services for the Storm Drain Slide Gate Rehabilitation Project. Approval of this agreement will provide the design professional services necessary to perform the design work associated with the project. It is anticipated that design will be completed in summer of 2022. This timeframe is subject to change based on the current issues related to the COVID-19 pandemic. The Agreement includes a section covering prevailing wage requirements.

#### ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378.

#### FISCAL IMPACT

The proposed Agreement is for a total not-to-exceed amount of \$428,817. This amount includes \$389,834 for basic services and \$38,983 for additional services. Funding in the amount of \$390,000 is available in the Storm Drain Slide Gate Rehabilitation Project (CIP 535-1844). Staff recommends transferring \$50,000 from the Laurelwood Stormwater Pump Station Rehabilitation Project that has available project savings as reflected in the budget amendment below.

Storm Drain Capital Fund	Current	Increase/ (Decrease)	Revised
<u>Expenditures</u>			
Laurelwood Pump Station Rehabilitation Project	\$7,210,493	(\$50,000)	\$7,160,493
Storm Drain Slide Gate Rehabilitation Project	\$390,000	\$50,000	\$440,000

#### COORDINATION

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

#### PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website

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and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>>.

### RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement with Mott MacDonald Group, Inc. for the Storm Drain Slide Gate Rehabilitation Project in the amount not-to-exceed \$428,817;
2. Authorize the City Manager to make minor modifications to the agreement, if needed; and
3. Approve the following budget amendment in the Storm Drain Capital fund (five affirmative votes required, City Charter section 1305): Decrease the Laurelwood Pump Station Rehabilitation Project by \$50,000 and increase the Storm Drain Slide Gate Rehabilitation Project by \$50,000.

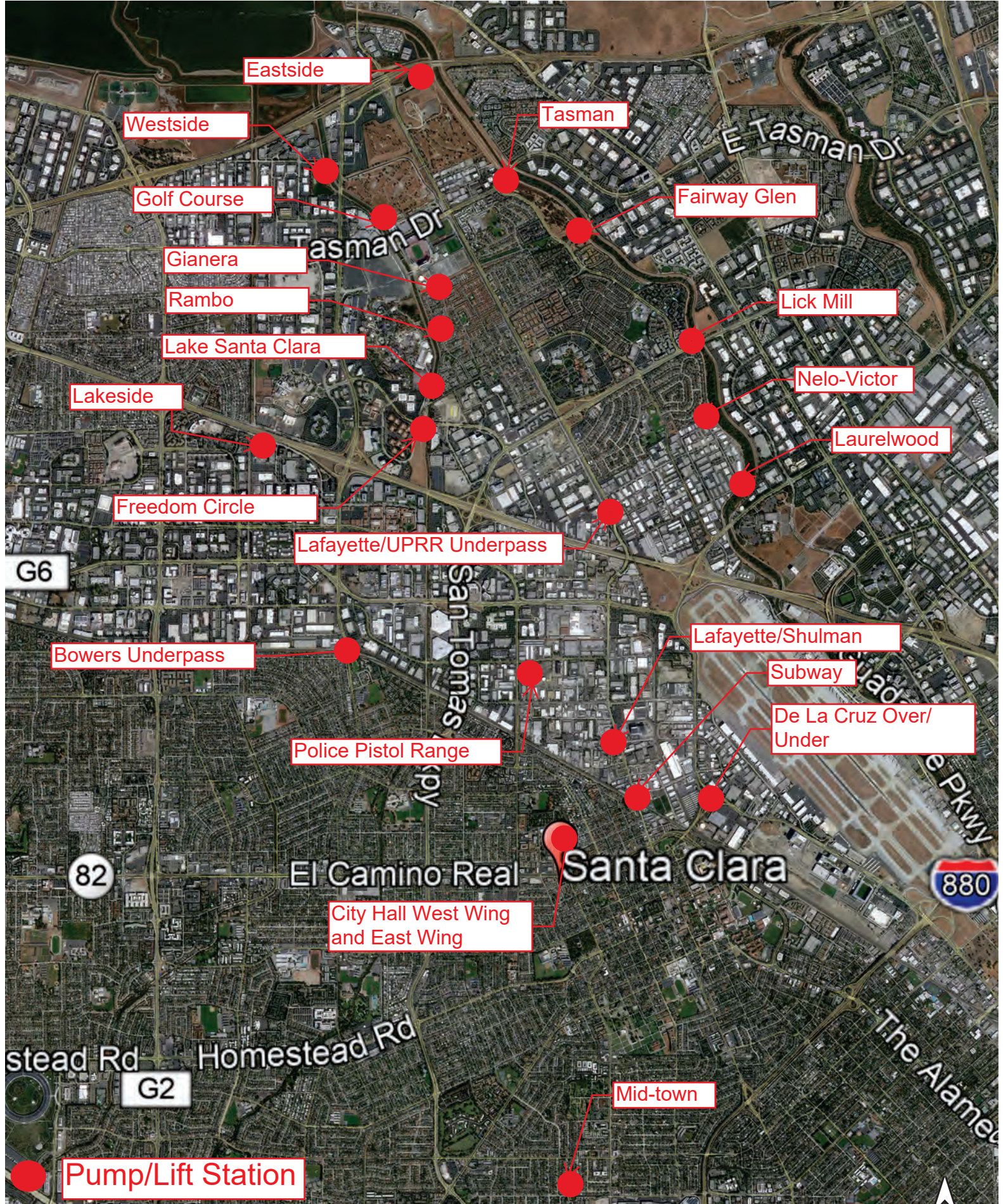
Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Storm Drain Map
2. Agreement





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**CITY OF SANTA CLARA  
STORM DRAIN PUMP/LIFT STATION MAP**



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mott MacDonald Group, 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 design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; (hereinafter “Services”);
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, experience, necessary licenses and desire to provide certain goods and/or required Services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and 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 – Labor Compliance Addendum (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

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 the May 24, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Subject to the Standard of Care, Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of material condition.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

## **4. WARRANTY**

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 experience 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 its Services and duties in conformance to and consistent with the professional standards of a design professional in the same discipline in the State of California ("Standard of Care").

All 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.

## **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 four hundred twenty-eight thousand eight hundred seventeen (\$428,817) 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 on the 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**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

**15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance coverages 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: Department of Public Works – Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

MOTT MACDONALD GROUP, INC.  
2077 Gateway Place, Suite 550  
San Jose, CA 95110  
and by e-mail at [Chris.metzger@mottmac.com](mailto:Chris.metzger@mottmac.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

**18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Consultant shall not use City’s name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**26. STATEMENT OF ECONOMIC INTERESTS**

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the Agreement in accordance with California Government Code section 87200, et seq.

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”

**MOTT MACDONALD GROUP, INC.**  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Principal Place of 2077 Gateway Place, Suite 550  
Business Address: San Jose, CA 95110

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Email Address: [Chris.metzger@mottmac.com](mailto:Chris.metzger@mottmac.com)

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Telephone: (408) 572-8800

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Fax: (408) 572-8790

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"CONSULTANT"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. GENERAL**

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

**II. BACKGROUND AND PROJECT**

The City of Santa Clara's storm drain system consists of 200 miles of pipelines and 8,440 storm drain nodes, which include manholes, catch basins, retention basins, lift stations, pump stations, and outfalls. To be specific, there are 22 storm lift/pump stations that the City operates and maintains. Most of the lift/pump stations are located in the northern half of the City and pump stormwater over and through levees into Gaudalupe River, San Tomas Aquino Creek, or Calabazas Creek.

Of the 22 lift/pump stations, 8 have been prioritized for rehabilitation of existing or installation of new slide gates. The slide gates will enable City staff to isolate incoming stormwater from the pump station and efficiently perform recurring maintenance activities. The eight stations include this Project are: Eastside, Rambo, Victor-Nelo, Fairway Glen, Gianera, Lakeside, Lake Santa Clara, and Freedom Circle.

**III. DESCRIPTION OF SERVICES**

City staff has prioritized the pump stations from No. 1 to No. 8 with No. 1 as the highest priority to receive new slide gates. See table below for details. City staff has also completed a very preliminary assessment and included the notes for CONSULTANT's

consideration. However, it is the responsibility of the consultant to independently assess each pump station site and provide improvement recommendations to meet the goal of this PROJECT. The new gates and gate structures along with all civil improvements shall be designed in accordance with the City Standard Plans and Specifications and other applicable codes and standards.

Priority	PUMP STATION NAME	Locations	# of Slide Gate Needed	Rehabilitate Existing Slide Gate Structure	Install New Slide Gate Structure	Notes
1	Eastside	5611 Lafayette Street (Eastside Retention Basin)	2	1		Use existing structure to install 2 new slide gates side by side
2	Rambo	4526 Lakeshore Drive	1	1		Use existing structure
3	Victor-Nelo	3575 Victor Street	1		1	New structure needed
4	Fairway Glen	4751 Lick Mill Boulevard	1		1	New structure needed
5	Gianera	2337 Gianera Street	1	1		Use existing structure
6	Lakeside	3298 (3200) Lakeside Drive	1		1	New structure needed
7	Lake Santa Clara	4266 Lake Santa Clara Drive	1		1	Possible new structure needed
8	Freedom Circle	3905 Freedom Circle	1	1		Use existing structure
<b>TOTAL:</b>			9	4	4	

Outline of Required Improvements:

- A. Installation of slide gate and gate structure at proposed location for each of the pump stations.
- B. All gates and gate structures will be installed within each pump station's property and/or existing easements.
- C. Restore finished surface improvements disturbed by PROJECT as required.

Phased Approach to Detailed Design

CITY recognized at the time of RFP preparation that funding may not be adequate to complete the construction of the anticipated improvements at all eight pump station sites. Therefore, Consultant's scope of work has been segmented into a Base Scope of Services and two Optional Tasks as described below.

Base Scope of Services: The Base Scope of Services includes completion of the Task 2 Preliminary Engineering and Evaluation at all eight sites, focusing on the examination of alternatives which could reduce the anticipated construction cost of the improvements without sacrificing the integrity of the completed project. The Base Scope of Services includes preparation of the preliminary design plans, cost estimates, and project schedule for all eight sites and submittal of same for the City's review and comment. The Base Scope of Services would also include preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for the low complexity and high priority sites that have existing gates in need of replacement in kind, which includes Eastside and Rambo Pump Stations.

Optional Task No. 1: Based on the outcome of the Task 2 Preliminary Engineering and Evaluation and cost estimate, the City shall consider whether or not to move forward with Optional Task No. 1, which includes preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for low to medium complexity, low to medium priority sites requiring new structures. Optional Task No. 1 includes the Fairway Glen, Gianera, and Lake Santa Clara Pump Stations.

Optional Task No. 2: Additionally, the City shall consider whether or not to move forward with Optional Task No. 2, which includes preparation of complete detailed design and Contract Documents (Task 3) and Task 4 through Task 6 Bid Phase and Construction Phase support services for the highest complexity, cost, and risk sites. Optional Task No. 2 includes the Nelo-Victor, Lakeside, and Freedom Circle Pump Stations.

See immediately below for the summary table. CONSULTANT shall obtain City's authorization in writing prior to moving forward with the optional task(s).

<b>Item</b>	<b>Basis</b>	<b>Pump Stations</b>
Base scope of	Low complexity and High priority;	Eastside, Rambo

services	sites that have existing gates in need of replacement in kind	
Optional Task No. 1	Low to Medium complexity, new structures, and Low to Medium priority	Fairway Glen, Gianera, Lake Santa Clara
Optional Task No. 2	Highest Complexity, cost, and risk	Nelo-Victor, Lakeside, Freedom Circle

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: MOTT MACDONALD GROUP, INC.
2. Sub-consultants to MOTT MACDONALD GROUP, INC.:
  - A. Alexander & Associates, Inc. .... (Surveying)
  - B. EXARO Technologies Corporation. .... (Potholing)

Any changes to the project team through the course of the Services shall be approved in writing by City.

**IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY’s Standard Details, Specifications, Benchmark, and Design Criteria.
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- Payment of permit application fees with other internal departments, if required.
- Filing exemption under the California Environmental Quality Act, if applicable.
- Provide access to all pump stations.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

**V. BASIC SCOPE OF SERVICES**

**1. TASK 1: PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project. Prepare project plan of work (PPW). Prepare health and safety plan (HASP) for field work.
- 1.2** Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1.2.1** Kick-off Meeting
  - 1.2.2** Preliminary Design
  - 1.2.3** 75% Design Review Meeting
- 1.3** Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.4** Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.5** Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.6** Provide monthly progress reports.

- 1.7 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- 1.8 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- 1.9 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.10 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).
5. Project plan of work
6. Health and safety plan

**2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION**

- 2.1. CONSULTANT shall collect and review relevant reports, records, data, maps and other documents relevant to defining the limits and scope of design for the project. Consultant should identify the anticipated tests and/or inspections and evaluations that will be needed in order to complete the design and should include such work as services to be provided under the consultant's scope of work. CONSULTANT shall also take the lead on confirming the location and alignment of existing underground utilities with the appropriate utility companies and provide an allowance within their proposal for coordinating any relocation of utilities should it become necessary.

**2.2.** CONSULTANT shall review existing site condition and designate the area to be affected by the work.

**2.2.1.** Conduct site visits at each pump station.

**2.2.2.** Conduct confined space entry inspections, as needed in order to have a full comprehension of existing condition.

**2.2.3.** Conduct limited topographic surveys at pump stations where new structures are potentially required, covering portion of the site affected by the proposed work.

**2.2.4.** Conduct limited property boundary/easement surveys at sites where proposed new structures may be in close proximity to boundaries, when determined necessary. CONSULTANT is required to coordinate with the City prior to performing the work.

**2.2.5.** CONSULTANT shall perform necessary potholing to verify location of existing underground utilities at critical locations when necessary. Prior to performing potholing, CONSULTANT is required to verify existing City utilities and outside agencies' utilities and infrastructures. CONSULTANT is required to coordinate with the City prior to performing the work.

**2.2.6.** Assess local geotechnical conditions for suitability to support new structures, by review of geotechnical and groundwater information available from previous construction at the sites and/or in the vicinity of the sites. Also observe soils conditions during potholing.

**2.3.** CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

**2.4.** Based upon existing conditions, data collected, and field review, consultant shall prepare a preliminary design plan, cost estimate, and project schedule for the City's review and comment. The preliminary design plan shall identify necessary improvements needed to meet the project's goals, identify any utility relocations needed to accommodate the proposed improvements, estimated construction costs, and overall schedule for the project. Preliminary design plan shall include the CONSULTANT's best recommended approach



for the Project.

**2.5.** The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to mid construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the Engineer's Estimate. The Engineer's Estimate shall consider the following factors:

- Recent similar projects bid in the Bay Area, especially in the South Bay.
- Current economic trend.
- When the project will be bided.
- Base construction cost estimate and escalation to mid-point of construction.
- What are the risks that contractors need to consider for the project.

The aforementioned factors are not a complete list, but rather to provide a starting point for the consultant to prepare the Engineer's Estimate. If there are other factors and assumptions that are deemed critical to prepare an accurate Engineer's Estimate, CONSULTANT shall include them in the PROJECT.

**2.6.** The recommendations and Engineer's Cost Estimates developed under this Task shall be used by the City to determine whether or not to proceed with Optional Task Nos. 1 and 2 as defined in Section III, Description of Services.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Technical Memorandum addressing alternatives evaluations and recommendations
3. Preliminary Design Plans, Cost Estimates, and Project Schedule

**3. TASK 3: CONSTRUCTION DOCUMENTS (75%, 100%, and FINAL BID SET SUBMITTALS)**

Upon CITY's approval of the Preliminary Engineering Design in Task 2, CONSULTANT shall prepare biddable and constructible construction contract documents.

The Task 3 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 3 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 3 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

The subtasks outlined below shall be required for each construction package to be prepared as identified in the preliminary engineering memorandum.

### **3.1. 75% Construction Documents Package**

- 3.1.1.** CONSULTANT shall perform engineering and design activities to develop a 75% level of completion construction documents. A 75% level of completion is considered as a plans, specifications, and estimate submittal that is generally complete showing accurately all existing utilities, major work items and necessary details that is sufficient to allow thorough and complete review. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.
- 3.1.2.** Subsequent submittals shall provide opportunities to further refine the contract documents.
- 3.1.3.** The 75% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule.
- 3.1.4.** Consultant shall be familiar with City's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the City's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.
- 3.1.5.** The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to mid-construction. Consultant shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate (also described in Section 2).
- 3.1.6.** The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.

- 3.1.7.** Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates) in accordance with Consultant's QC program approved by City.
- 3.1.8.** The Plans shall be complete and show property lines (based on GIS), existing high-risk utilities impacted by the work, and major construction features. At isolated locations where right-of way ownership is not clear or complex based on the GIS, CONSULTANT shall acquire CITY's right-of-way records and show accurate right-of-way for these isolated locations.
- 3.1.9.** Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "front end" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
- CONSULTANT's professional engineer seal and signature
  - Description of work
  - Type of Contractor's License required
  - Schedule of Bid Prices
  - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
  - Working Days
  - Recommendations for appropriate Liquidated Damages
  - Identification of any changes to the CITY's boilerplate that are required
- 3.1.10.** CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 3.1.11.** CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 75% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments.

Deliverables:

1. 75% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 75% review meeting agenda and meeting minutes.

### **3.2. 100% Construction Documents Package**

- 3.2.1.** CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 75% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary.
- 3.2.2.** The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule.
- 3.2.3.** The 100% submittal package shall incorporate comments received from CITY on the 75% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- 3.2.4.** CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- 3.2.5.** PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:  
  
"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."
- 3.2.6.** CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.
- 3.2.7.** CITY will circulate the submittal package to internal CITY departments

for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 75% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

**3.3. Final Bid Set Documents**

The final submittal shall address comments from Building Department, if any and consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

**4. TASK 4: BID SUPPORT ASSISTANCE**

The Task 4 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 4 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 4 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

CONSULTANT shall:

- 4.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.
- 4.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.
- 4.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 4.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 4.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

## **5. TASK 5: CONSTRUCTION SUPPORT**

The Task 5 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 5 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 5 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

- 5.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 5.2. Review and approve shop drawings and submittals, including mix designs. Assuming four rounds of reviews and comments for each submittal.
- 5.3. Review Contractor's request for information (RFI's) and furnish additional

drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.

- 5.4. Attend meetings (assume 2) and site visits when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 5.5. Assist CITY with the review of construction, and other activities, as requested.
- 5.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required. Limited to 2 visits per site plus punch-list walk-thru.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

**6. TASK 6: RECORD DRAWINGS AND PROJECT CLOSE-OUT**

The Task 6 work shall be completed for the Eastside and Rambo Pump Station sites under the Base Scope of Services.

Task 6 work shall be completed for the Fairway Glen, Gianera, and Lake Santa Clara Pump Station sites if the City authorizes Optional Task No. 1.

Task 6 work shall be completed for the Nelo-Victor, Lakeside, and Freedom Circle Pump Station sites if the City authorizes Optional Task No. 2.

CONSULTANT shall:

- 6.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor (Substantial or Final Completion). Attend the Final Walkthrough to provide input to final "punch list" and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 6.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 6.3. Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including

electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.



**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOTT MACDONALD GROUP, INC.  
FOR  
STORM DRAIN SLIDE GATE REHABILITATION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$389,834. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$38,983. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$428,817, subject to budget appropriations.

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<b><u>Description of work and task</u></b>	<b><u>Base Scope of Work</u></b>	<b><u>Optional Task No. 1</u></b>	<b><u>Optional Task No. 2</u></b>
Task No. 1 – Project Management	\$ 23,675	\$0	\$0
Task No. 2 – Preliminary Engineering and Evaluation	\$ 136,318	\$0	\$0
Task No. 3.1 – 75% Construction Documents Package	\$ 11,085	\$ 22,170	\$ 40,645
Task No. 3.2 – 100% Construction Documents Package	\$ 6,438	\$ 12,876	\$ 23,606
Task No. 3.3 – Final Bid Documents	\$ 722	\$ 1,443	\$ 2,646
Task No. 4 – Bid Support Assistance	\$ 13,006	\$0	\$0
Task No. 5 – Construction Support	\$ 11,281	\$ 22,561	\$ 41,363
Task No. 6 – Record Drawings and Project Close-out	\$ 3,000	\$ 6,000	\$ 11,000
TOTAL COST	\$ 205,524	\$ 65,050	\$ 119,259

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed three hundred eighty-nine thousand eight hundred thirty-four (\$389,834).

### **III. REIMBURSABLE EXPENSES**

There are no reimbursable expenses.

### **IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$38,983.

### **V. RATE SCHEDULE**

#### **Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

**Primary Consultant – MOTT MACDONALD GROUP, INC.:**

Hourly Rate Table

valid through 12/31/2021 (3% rate escalation assumed for 2022)

Name	Project Role	Job Classification	Hourly Rate
Thomas Grau	Project Manager	Principal Project Manager	\$ 285.00
Paul Paparella	Project Principal	Principal	\$ 300.00
Stephanie Douglass	Technical Lead Civil/Approved	Project Engineer	\$ 150.00
Jim Rickard	Technical Lead Structural	Principal Structural Engineer	\$ 175.00
Martin Walker	Technical Lead Geotechnical	Principal Project Manager	\$ 285.00
Oranis Pimantel	Civil/mechanical design	Engineer III	\$ 130.00
Mario Gordillo	Civil/mechanical design	Engineer II	\$ 115.00
Michael Ferrara	Structural Design	Senior Proj Engineer	\$ 150.00
Edward Ricciardi	Structural Design	Engineer III	\$ 130.00
Todd Heacock	QA QC Structural	Principal	\$ 300.00
Angelo Bufaino	QA QC Civil/Mechanical	Principal Project Manager	\$ 285.00
		CAD Technician	\$ 115.00
		Administrative Assistant	\$ 95.00

**Subconsultant Billing Rates:**

**ALEXANDER &  
ASSOCIATES, INC.**  
SURVEYING \* ENGINEERING \* PLANNING

**EXHIBIT "A"**

**ALEXANDER & ASSOCIATES, INC.  
PER DIEM FEE SCHEDULE  
Office, Professional and Technical Services**

**EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2021**

Principal	\$ 200.00 per hour
Land Surveyor	175.00 per hour
Civil Engineer	175.00 per hour
Land Planner	175.00 per hour
CAD Operator	125.00 per hour
Technician III	105.00 per hour
Technician II	95.00 per hour
Clerical	75.00 per hour

**Court appearances/Depositions (minimum charge) - \$250.00 per hour. Preparation at applicable hourly rates.**

**Field Survey Services**

1-Man Robotic Survey Party	\$210.00 per hour
2-Man Survey Party (including EDM Equipment)	\$250.00 per hour
Prevailing Wage Rate (including apprentice)	\$290.00 per hour
2-Man Survey Party (including GPS Equipment)	\$250.00 per hour
1-Man Survey Party (including GPS Equipment)	\$210.00 per hour

**Materials and Services**

**Consultants, Special Equipment, Reproductions, Postage,  
Materials and Other Outside Charges      Actual Cost Plus 10%**

**Above prices effective January 1, 2020 Through December 31, 2021**

**Exaro Technologies Corporation:**

EXARO Technologies Corporation  
1831 Bayshore Highway\* Burlingame, CA 94010  
[Tel] (650) 777-4324 [Fax] (650) 777-4326  
General Engineering Contractor # 860376



**SCHEDULE OF FEES**

FULLY LOADED HOURLY CHARGES FOR PERSONNEL

Foreman .....	\$ 209.94
Technician .....	\$ 201.73
Project Manager .....	\$ 242.68
Project Engineer Support .....	\$ 102.09

OTHER CHARGES

Arrow Board .....	\$ 155/day
Bobcat Loader .....	\$ 400/day
Core Drill .....	\$ 360/day
Electronic Detection Equipment .....	\$ 110/day
Ground Penetrating Radar (GPR) Equipment .....	\$ 275/day
Mini Excavator .....	\$ 385/day
Tamper Jumping Jack .....	\$ 100/day
Dump Truck .....	\$ 320/day
Full Size Truck .....	\$ 258/day
Pickup Truck .....	\$ 210/day
Vacuum Excavation Truck .....	\$ 900/day
Super Sucker Hydro Vacuum Truck .....	\$1,350/day
Mobilization .....	Project Based
Subsistence .....	\$ 150/night/person
Direct Project Expenses .....	Cost plus 15 %

NOTES (Field Services)

Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 48 hours. Potholing rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Company Name's Work Authorization and Agreement.

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**EXHIBIT C  
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect 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 coverage from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

-

**C. WORKERS' COMPENSATION**

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a waiver of subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

**D. PROFESSIONAL LIABILITY**

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. . Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

**E. COMPLIANCE WITH REQUIREMENTS**

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance with respect to the acts of the named insured as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum





Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**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. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

**J. Prevailing Wage Requirements**

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants 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. Consultants and subconsultants 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](http://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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) 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, Consultant and all subconsultants 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 consultant or subconsultant 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 consultant or subconsultant 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. Consultants **MUST** be a registered “public works consultant” 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 consultants/subconsultants 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 consultant”. Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.
10. Should any consultant or subconsultants not be a registered public works consultant and perform work on the project, Consultant 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.

K. 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 Consultant's address indicated for receipt of notices in this Agreement.

L. 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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant'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 consultants and subconsultants 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.

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**EXHIBIT E  
MILESTONE SCHEDULE**

<b><u>Milestone Schedule Tasks</u></b>	<b><u>Estimated Duration</u></b>
Notice to Proceed to Schematic Design	10 weeks
City's Review of Schematic Design	4 weeks
Completion of 75% Construction Drawings	8 weeks
City's Review of 75% Construction Drawings	4 weeks
Completion of 100% Construction Drawings	7 weeks
City's Review of 100% Construction Drawings	4 weeks
Building Department's Review (if applicable)	6 weeks
Fire Department's Review (if applicable)	6 weeks
Completion of Bid Documents	2 weeks

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**EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the project bid under Document 00400 – BID.

**2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Document 00495 – PROJECT MANAGEMENT DOCUMENTAITON SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP, Windows Vista, or Windows 7;
  - c) Web Browser: Microsoft Internet Explorer 9;
  - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook;
  - e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.

2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

**B. Project Web Requirements:**

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.

3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

**C. Electronic File Requirements:**

1. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all "As-Built Drawings", catalog cuts, and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

**4.0 IMPLEMENTATION REQUIREMENTS**

A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Consultant, Subconsultants, Consultant, and Owner. e-Builder includes extensive



reporting capabilities to facilitate detailed.

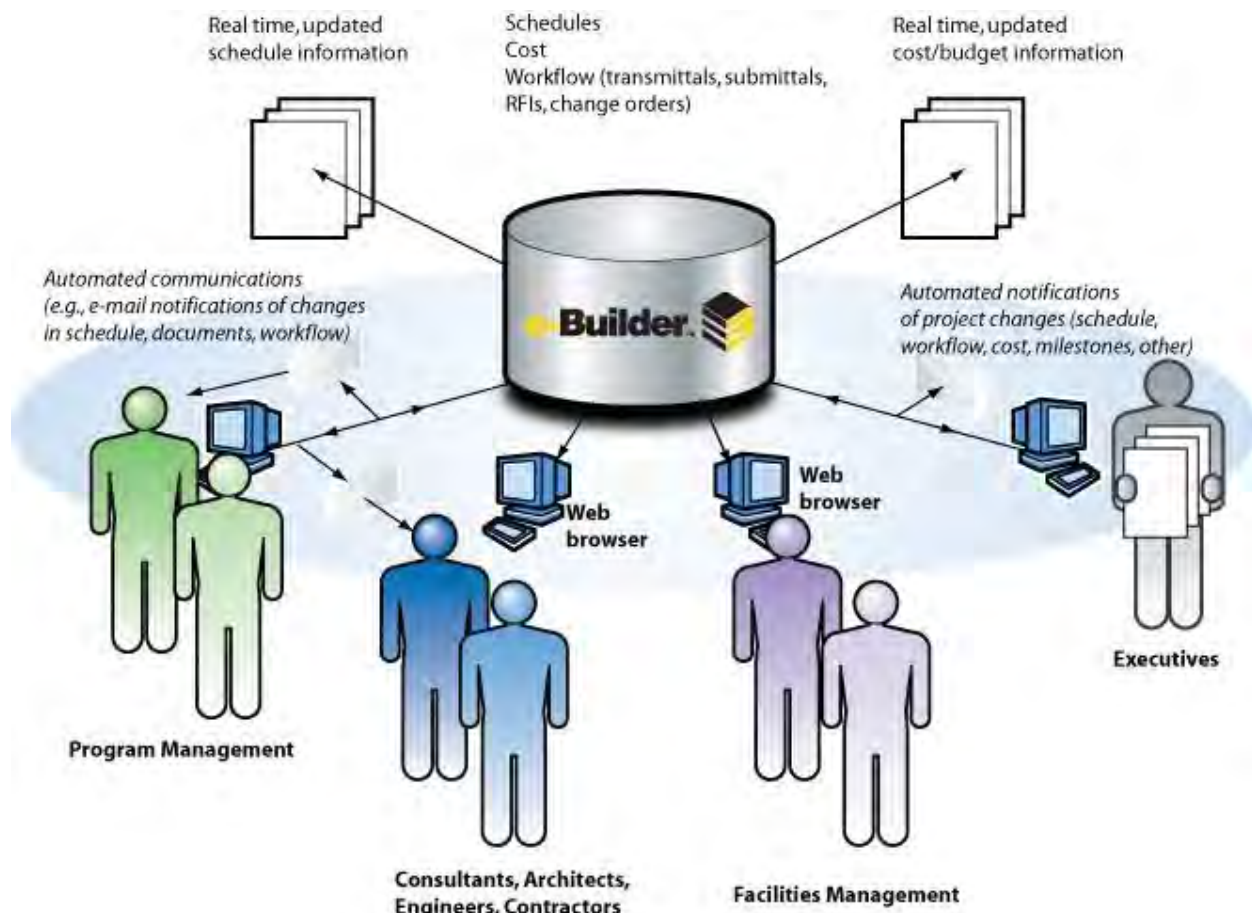
B. Project reporting in a web-based environment that is accessible to all parties and easy to use.

C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.

D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.

F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## 5.0 LICENSING REQUIREMENT

A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.

B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

a) All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.

b) Quarterly e-Builder software enhancements.

c) Unlimited phone, email, and web-based support 24-hours.

C. e-Builder user licenses shall be obtained by the City, Owner Manager, Design Consultants, and QA/QC Agencies for which the Consultant is not responsible.



## Agenda Report

21-1162

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Parking Maintenance District No. 122 (PMD 122) was formed in 1965 for the parking lots, arcades, fountains, sidewalks, landscaping, irrigation, lights, and utilities within Franklin Square, which is bounded by Benton Street, Homestead Road (formerly known as Liberty Street), Monroe Street, and Jackson Street. There have been several changes in how maintenance and operations costs have been collected over the years and in 2002 the City Council passed a motion at a public hearing in which the City assumed all future costs for operation and maintenance and in May 2003 adopted Resolution 7026. Under the collection method contained in Resolution 7026, the property owners contribute annually to pay for capital repairs of the parking lot and associated walkways. The fixed annual contribution from the property owners totals \$14,200, less the earned interest on the accumulating balance. The City, through the General Fund, is responsible for covering the costs for annual maintenance and operations of PMD 122 and that has continued to be the arrangement through the present day.

#### DISCUSSION

Adoption of the proposed resolution is the initial step necessary to set the annual budget for PMD 122. The approval process requires the preparation of a Director's Report (Attachment 1) explaining the preparation and basis of assessments; publication and posting of a Notice of Public Hearing (Attachment 2); and holding a public hearing on the annual assessments. Following approval of the subject Resolution of Intention (Attachment 3), each property owner will be sent a letter containing the proposed FY 2021/22 assessment and details on a June 8, 2021 public hearing to approve the assessments.

The proposed FY 2021/22 assessment to property owners will be \$10,561. Accrued interest earned in FY 2019/20 in the amount of \$3,639 will be used to reach the \$14,200 annual requirement. These funds are placed into an account that generates interest income and are used to pay for capital repair projects as needs arise. At the close of FY 2019/20, the interest-bearing account contained \$132,116.

The total proposed FY 2021/22 expenditure budget for PMD 122 is \$130,800, which is \$21,962 less than the FY 2020/21 expenditure budget and reflects the reduction of street sweeping service and deactivation of fountains that was approved by Council on March 9, 2021. The operating budget includes funding for routine maintenance and operation performed by the Department of Public Works as well as contractors, which is all funded by the General Fund. This includes regular

maintenance for landscaping, trees, fountains and parking lot/walkway sweeping. There are no proposed Capital project expenditures for parking lots and associated walkways in FY 2021/22. Both parking lots at the complex were resurfaced and striped during the summer of 2019. The work was funded by previously collected property owner assessments.

Pursuant to the 2002 City Council action, staff is recommending the adoption of the subject Resolution of Intention, setting a public hearing date of June 8, 2021 to approve the Director's Report for FY 2021/22, and the authorization of the publication and posting of the public hearing. The assessments to the property owners cannot be sent out until the Director's Report is approved at a public hearing.

A conference call with the property owners to discuss these requirements has been scheduled for May 10, 2021. Notices for the public hearing will be sent out following adoption of the subject Resolution of Intention.

### Process for Modifications to PMD 122

Councilmember Jain posed a question regarding the process the City would need to follow for modifying the formula for levying the assessment upon PMD 122. This section provides a high-level overview of that process.

Any decision by the council to increase the assessment, e.g. to increase the property owners' share of operation and maintenance and capital costs or to modify the formula used to calculate the amount of the assessment levied on any individual parcel must follow the assessment balloting procedure required by Proposition 218. That procedure consists of three basic steps.

- (1) Mailed notice of the proposed modification to the eleven property owners within PMD 122. The notice must contain the following information: the total amount to be assessed for across PMD 122, the amount chargeable to each parcel individually, the duration of the payments, the basis upon which the assessment was calculated, the date, time, and location of the public hearing on the proposed modification, and a ballot on which the owner can indicate support for or opposition to the proposed modification.
- (2) Public hearing. At least 45 days after the date of the mailed notice, the Council must hold a public hearing to consider protests and tabulate the ballots on the proposed assessment.
- (3) Ballot tabulation. Ballots are weighted according to the proportional financial obligation of the affected property. For PMD 122, the assessments are calculated based on gross floor area of the building(s) on each parcel and therefore the ballots would be weighted accordingly. If the ballots submitted in opposition exceed the ballots submitted in support, then the City may not impose the modified assessment.

Staff notes that given the lead time required to prepare the analysis, mailed notice, and ballots, if the Council wished to consider any modification, the earliest it could do so would be next year for the assessment imposed in FY 2022/23.

At the time that the question was posed, the City Attorney's Office noted that it would request advice from the FPPC about whether Government Code 1090 would prevent the Council from taking action because the Mayor is an owner of several parcels within the Assessment District. The FPPC declined to provide formal advice in response to the request. Although there is an indication that the "rule of

necessity” would allow the Council to make decisions on the maintenance district, the City Attorney’s Office does not provide advice on the application of Government Code Section 1090 independent of advice that has been rendered by the Office of the Attorney General or the FPPC.

### 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 proposed assessment maintains the funding source for future capital repairs to parking lots and walkways located within Franklin Square. The City’s General Fund remains as the funding source for routine maintenance and operating costs for the Downtown Parking Maintenance District. The total proposed FY 2021/22 expenditure budget for Parking Maintenance District No. 122 is \$130,800 subject to appropriation of funds.

### COORDINATION

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

### PUBLIC CONTACT

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

### RECOMMENDATION

1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122;
2. Set a hearing date of June 8, 2021 to approve the Director’s Report FY 2021/22; and
3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Director’s Report FY 2021/22
2. Notice of Public Hearing
3. Resolution of Intention

**DIRECTOR'S REPORT**  
**CITY OF SANTA CLARA**  
**PARKING DISTRICT NO. 122 MAINTENANCE DISTRICT**  
**FISCAL YEAR 2021/22**

**April 20, 2021**

## **ASSESSMENT FORMULA**

Fiscal Year 2021/22  
City of Santa Clara, California

### **Parking District No. 122 Maintenance District**

The formula upon which the annual assessment levy, for the payment of the costs and expenses of maintaining and operating the improvements, and providing funds for future parking lots and associated walkways, exceptional maintenance and improvements, within Parking District No. 122 Maintenance District, including the costs and expenses incidental thereto, will be apportioned according to benefits among the several lots or parcels of property within the Maintenance District for the Fiscal Year 2021/22 is as follows:

- Costs and expenses are to be shared between the City and property owners as below:
  - a. City shall pay for the operation and maintenance cost on a 100% basis.
  - b. Property owners shall pay \$14,200 annually, less interest from prior years' property owners operation and maintenance assessments as of June 30, 2002, to be kept in a fund to be used towards future exceptional maintenance and improvements of parking lots and associated walkways and appurtenances.
- Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.
- For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

**DIRECTOR'S REPORT**

ASSESSMENT for Fiscal Year 2021/22 City of Santa Clara, California

**Parking District No. 122 Maintenance District**

I, Craig Mobeck, Director of Public Works for the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby make this report and following benefit assessment to cover the costs and expenses of maintaining and operating the improvement within Parking District No. 122 Maintenance District of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefor by said Maintenance District for the Fiscal Year 2021/22 is as follows:

<b><u>Expenditures</u></b>	<b><u>As Preliminarily Approved</u></b>	<b><u>As Finally Approved</u></b>
Routine Maintenance & Operation	\$ 130,800.00	
Exceptional Maintenance and Repairs	\$ 0.00	
<b>TOTAL COST</b>	<b>\$ 130,800.00</b>	<hr/>

**Funding for FY 2021/22 Expenditures**

Exceptional Maintenance & Improvement From Fund Balance Reserve	\$0.00	
Contribution from City General Fund (001)	\$ 130,800.00	
<b>TOTAL</b>	<b>\$ 130,800.00</b>	<hr/>

**Property Owner Assessment**

Owner's Annual Assessment	\$14,200.00	
Less Accrued Interest of Owner's Fund Balance	<u>[\$3,639.00]</u>	<u>[\$            ]</u>
<b>TOTAL NET ASSESSMENT</b>	<b>\$10,561.00</b>	

*(Goes to Fund Balance Reserve)*

And I do hereby assess and apportion the amount said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefor and benefited thereby, in proportion to the benefits to be received by such lots or parcels of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for the Fiscal Year 2021/22 to the right of the parcel numbers and include all of such parcel.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Craig Mobeck, Director of Public Works



**BUDGET**

Fiscal Year 2021/22  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b><u>Expenditures</u></b>	<b><u>As Preliminarily Approved</u></b>	<b><u>As Finally Approved</u></b>	
Maintenance & Operation:	\$ 130,800.00		Labor, materials, supplies, and equipment to maintain Parking Maintenance District No. 122 including, but not limited to water, sewer, and electrical costs, sweeping of parking lots and mall area, maintenance of pavement, striping, landscaping, mall fountains, City supervision (50% of labor and fringe benefits of Street Maintenance Worker III).
Exceptional Maintenance and Improvements of Parking Lots and Associated Walkways	\$ 0.00		
<b>TOTAL COST</b>	<b>\$ 130,800.00</b>		

**Funding for FY 2021/22 Expenditure**

Owner's Reserve for Exceptional Maintenance & Improvement Fund Balance:	[\$ 0.00]	[\$	]
Contribution from City General Fund (001):	<u>[\$ 130,800.00]</u>	[\$	]
<b>Owner's Annual Assessment</b>	<b>\$14,200.00</b>		
Less Accrued Interest on Owners' Fund Balance:	<u>[\$3,639.00]</u>	[\$	]
<b>Total Net Assessment:</b>	<b>\$10,561.00</b>		

**ASSESSMENT**

Fiscal Year 2020/21  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b>Name &amp; Address of Owner</b>	<b>Assessor's Parcel Number</b>	<b>(2) As Finally Confirmed</b>	<b>(1) As Preliminarily Approved</b>	<b>Gross Floor Area (sq. ft.)</b>	<b>% of Total Floor Area</b>
Green Valley Corporation 777 N. First Street, Unit 500 San Jose, CA 95112	269-22-111		\$2,207.99	13,305.22	20.907
Ramiro Hermosillo Trust 3121 Riddle Rd. San Jose, CA 95117	269-22-110		\$1,167.30	7,034.13	11.053
John C. & Catherine E. De Martini, Trustee 477 9 <sup>th</sup> Avenue Ste 107 San Mateo, CA 94402	269-22-108		\$1,412.85	8,513.76	13.378
David DeLozier Trustee & Et al. 1162 Carmel Way Santa Clara, CA 95050	269-22-098		\$1,235.64	7,445.88	11.700
John Frey Trustee & Et al. 4221 Five Mile Drive San Jose, CA 95132	269-22-103		\$ 230.23	1,387.35	2.180
Celine Yuen-Wan Chan Trustee 3557 Chablis Circle San Jose, CA 95127	269-22-102		\$ 132.86	800.59	1.258
Ross L. Peterson Et al. 1365 Main St Santa Clara, CA 95050	269-22-105		\$ 332.56	2,004.02	3.149

**ASSESSMENT**

Fiscal Year 2020/21  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b>Name &amp; Address of Owner</b>	<b>Assessor's Parcel Number</b>	<b>(2) As Finally Confirmed</b>	<b>(1) As Preliminarily Approved</b>	<b>Gross Floor Area (sq. ft.)</b>	<b>% of Total Floor Area</b>
Robert Freitas Et al. 255 Washington Street Milpitas, CA 95035	269-22-104		\$ 276.28	1,664.82	2.616
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-113		\$ 357.07	2,151.67	3.381
Warren Mitchell Et al. 16200 Greenwood Ln Monte Sereno, CA 95030	269-22-106		\$1,323.61	7,976.00	12.533
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-101		\$ 365.94	2,205.13	3.465
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-100		\$ 204.67	1,233.34	1.938
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-115		\$1,000.02	6,026.07	9.469
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-114		\$ 313.98	1,892.02	2.973
<b>TOTAL</b>			<b>\$10,561.00</b>	<b>63,640.00</b>	<b>100%</b>

I, the Assistant City Clerk of the City of Santa Clara, hereby certify that the foregoing assessment in the amounts set forth in Column (2) unless Column (2) is blank, in which event the amounts in Column (1) apply, was approved and confirmed by the City Council of said City on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Nora Pimentel, MMC  
Assistant City Clerk  
City of Santa Clara

I, the County Auditor of the County of Santa Clara, hereby certify that the foregoing assessment was filed in my office on \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor, County of Santa Clara

**City of Santa Clara Notice of Public Hearing Regarding the Levy of Benefit Assessment  
Applicable to the Santa Clara Parking Maintenance District No. 122, and Approval of  
Distribution of Director's Report Fiscal Year 2021/22**

Notice is hereby given that the Director of Public Works has requested a report, in writing, to be prepared and filed with the City Clerk, which provides the basis for the levy of benefit assessments for the costs of maintenance and operation on all lots or parcels of property within said maintenance district. Said report sets forth the amounts to be provided in the budget for maintenance and operation; a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same; and the amount of assessment to be levied for the fiscal year 2021/2022 against each lot or parcel of property. Said report is open to public inspection.

Said report will be heard by the Council at its virtual meeting to be held on Tuesday, June 8, 2021, at 4:00 p.m. or as soon as thereafter as the matter may be heard, in the City Hall Council Chambers located at 1500 Warburton Avenue, Santa Clara, California, at which time said Council will examine said report and hear all persons interested therein. On this date, the meeting can be viewed on Santa Clara City Television (Comcast cable channel 15 or AT&T channel 99) and online on the City's website, the City's YouTube channel, or the City's Facebook page.

Any interested owner, objecting to the amount of the assessment on any lot or parcel of property owned by him, may file with the City Clerk at or before the hour fixed for hearing a protest, in writing, signed by him, describing the lot or parcel of property so that it may be identified, and stating the grounds of his/her protest, and may appear at said hearing and be heard in regard thereto.

Americans with Disabilities Act (ADA)

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.

Citizens are encouraged to submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone: (408) 615-2220; email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).

Nora Pimentel, MMC, Assistant City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING THE DIRECTOR'S REPORT FOR DISTRIBUTION, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 201/22**

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

**WHEREAS**, pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of the Streets and Highways Code of the State of California, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Chapter 16.10 of the Code of the City of Santa Clara, on the 30th day of March, 1965, this Council adopted its Resolution No. 1581, a Resolution creating "City of Santa Clara Parking Maintenance District No. 122" ("Parking Maintenance District") in the City for the purpose of paying the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating public automobile parking places, covered pedestrian lanes and walkways, fountains, and landscaping therein then existing or thereafter to be constructed in and for the Parking Maintenance District, and of benefit to said maintenance district, but not of benefit to the City of Santa Clara as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions, improvements and enlargements thereto which may thereafter be made;

**WHEREAS**, said proceedings provided that this Council shall, in addition to all other

taxes, annually fix and levy a special assessment tax upon the real property (land and improvements) within the Parking Maintenance District as therein provided, sufficient to raise a determined amount of money to pay all or part of said costs of maintenance and operation;

**WHEREAS**, the Council shall decide whether or not the costs of maintenance and operation of said public improvements shall be borne wholly or partially by the property owners within said Parking Maintenance District;

**WHEREAS**, on the 8th day of April, 1980, this Council adopted its Ordinance No. 1401 providing for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts within the City for said purpose;

**WHEREAS**, on the 16th day of January, 1996, this Council adopted its Resolution No. 6105 ordering that seventy-five (75%) percent of the costs and expenses of maintaining and operating said public improvements beginning with fiscal year 1996-97, within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within the Parking Maintenance District benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the balance of the costs and expenses;

**WHEREAS**, on June 26, 1996, sufficient Ballots were received to approve the continuation of the Parking Maintenance District;

**WHEREAS**, on the 9th day of July, 2002, this Council, after a public hearing on the determination of the allocation of maintenance and operation costs and annual

assessments, passed a motion wherein, due to the benefit to the public and the City of the improvements, the City assumed all future costs for operation and maintenance of Parking Maintenance District No. 122 and the property owners would contribute \$14,200 annually, less earned interest on the accumulating balance, to pay for capital repairs of the parking lots and associated walkways;

**WHEREAS**, procedures of approval require the preparation of a Report on how the assessments were prepared and based, notice of hearing, and public hearing on the annual assessments;

**WHEREAS**, this Council intends to order an alternative method by which annual assessment levies for the payment of said costs and expenses will be apportioned according to special benefits among the several lots or parcels of property within the Parking Maintenance District pursuant to Section 16.10.490 and 16.10.500 of the Code of the City of Santa Clara;

**WHEREAS**, the City's Director of Public Works has made and filed with the City Clerk a written report ("Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula; and

**WHEREAS**, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof requires or should be modified in any respect.

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



1. That this Council hereby determines that the costs and expenses of the maintenance and operation of the public automobile parking places, covered pedestrian lanes and walkways, fountains and landscaping within the City of Santa Clara Parking Maintenance District No. 122 cannot be appropriately financed pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of said Streets and Highways Code, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Section 16.05.050 of the Code of the City of Santa Clara. This Resolution is therefore adopted and proceedings are being taken pursuant to Section 16.10.490 and Section 16.10.500 of said Code of the City of Santa Clara to provide for an alternative method for the levy of benefit assessments for said purposes.

2. That it is the intent of this Council to order that an amount of \$14,200 less any earned interest on accumulated balance, is needed annually to be assessed towards the costs of capital repairs of the parking lots and associated walkways and thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within said maintenance district benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the costs and expenses of maintaining and operating said public improvements within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation.

3. That a statement of the formula upon and by which annual assessment levies for the payment of said costs and expenses will be apportioned according to benefits among the several lots or parcels of property within said maintenance district is as

follows:

Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

4. That the City's Director of Public Works has caused to be prepared and filed with the City Clerk a written report, which provides the basis for the levy of benefit assessments for said capital repairs of the parking lots and associated walkways, and the cost of maintenance and operation on all lots or parcels or property within the Parking Maintenance District. Said report sets forth the amounts to be provided in the budget for maintenance and operation, a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same, and the amount of assessment to be levied for the fiscal year 2021/22 against each lot or parcel of property. The City Council directs the City Clerk to make the report open to public inspection.

5. NOTICE IS HEREBY GIVEN that Tuesday the 8th day of June, 2021 at the hour of 4:00 p.m. at the regular meeting place of the City Council in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, be fixed as the time and place when and where this Council will hear any and all objections in relation to said alternative method for the levy of benefit assessments and said formula and when and where this Council will examine said report and hear all persons' interest therein. On

this date, the meeting can be viewed on Santa Clara City Television (Comcast cable channel 15 or AT&T channel 99) and online on the City's website, the City's YouTube channel or the City's Facebook page. Any interested owner objecting to said alternative method for the levy of benefit assessments or to said formula or to the amount of the assessment on any lot or parcel of property owned may file with the City Clerk at or before the hour fixed for hearing an objection, describing the lot or parcel of property owned so that it may be identified, and stating the grounds of objection, and may appear at said hearing and be heard with regard thereto.

6. NOTICE IS HEREBY GIVEN that Monday, the 10th day of May, 2021 at the hour of 4:00 p.m. through 4:30 p.m. a teleconference meeting will be hosted by Dave Staub, Department of Public Works Deputy Director to present and discuss the Director's Report.

7. No written ballots are required to be completed and returned.

8. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall, and b) publish once in a newspaper of general circulation, and c) mail notice to all property owners located within the District.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A  
RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA,  
CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF  
\_\_\_\_\_, 2021, BY THE FOLLOWING VOTE:

AYES:                    COUNCILORS:

NOES:                    COUNCILORS:

ABSENT:                COUNCILORS:

ABSTAINED:           COUNCILORS:

ATTEST:

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NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
None



## Agenda Report

21-1166

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Adoption of a Resolution of Intention for Santa Clara Convention Center Complex - Maintenance District No. 183

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In April 1980, the City Council adopted an ordinance providing an alternative method for annually fixing and levying a special benefit assessment for the maintenance districts in the City of Santa Clara. That ordinance (SCCC Section 16.10.490) was required because Proposition 13 prohibited the City from continuing its prior practice of assessing maintenance costs based upon assessed value. The ordinance requires that an annual report is prepared for each maintenance district, which would set the budget for the ensuing year and the formula for the annual assessment levy, and provide a description of each property, including the amount of assessment to be levied against each lot.

The original lease agreements between the Redevelopment Agency of the City of Santa Clara, Santa Clara Convention Hotel Limited Partnership (Hotel), and SCCC Associates II (Techmart) provided for the formation of the District. These agreements also served to apportion the funds necessary to maintain and operate the common improvements serving the Convention Center, Hotel, and Techmart. Hudson Techmart Commerce Center LLC currently owns Techmart, Hyatt Regency Santa Clara is the current Hotel owner, and the Convention Center building is owned by the City of Santa Clara. Each of these three parties are responsible for a share of the maintenance assessment, which is set by the annual budget.

In June 1986 Council Adopted Resolution 5081 that formed the Santa Clara Convention Center Complex - Maintenance District 183 (MD 183) and established the mechanism for funding maintenance and operations on an annual basis. There are two components of this annual funding. The first component is the overall cost of maintaining and operating the general infrastructure consisting of things such as pavement, sidewalk, walkways, covered walkways, signs, landscaping etc. The cost for maintaining these items is split by 39.64% to the City of Santa Clara (City), 22.94% to the Hyatt Regency Hotel (Hyatt) and 37.42% to Hudson Techmart Commerce Center LLC (Techmart). The second component includes the overall costs for maintaining and operating parking controls such as barriers, parking attendants and guards, gates and signage. The costs for these items are allocated by 78.72% to the City, 10.64% to the Hyatt and 10.64% to Techmart.

#### DISCUSSION

The annual assessment for MD 183 maintains common improvements including, but not limited to, surface and structural (parking garage) parking areas, landscaping, roadway, pedestrian bridges,

space frames, fountains, and exterior lighting. In addition to the costs of maintaining and operating the common improvements, the proposed total cost includes expenses related to the City's cost to administer the District, insurance, and utilities.

City staff prepared a draft Director's Report for FY 2021/22 (Attachment 1), which shows the formula for the annual assessment levy, parcel descriptions, and amount of assessment to be levied against each parcel. Based on that report, the total Fiscal year 2021/22 annual cost for MD 183 is \$1,698,119 and will be funded through the City (\$771,349), Hyatt (\$358,060), and Techmart (\$568,710). The report has been delivered to each property owner in the District, and a copy has been filed with the City Clerk's Office. Due to restrictions from the ongoing COVID-19 pandemic, discussions between staff, property owners and all interested tenants to discuss the report at an April 1, 2021 meeting were conducted via Zoom and email correspondence. A second meeting will be held to continue discussions about the Director's Report on May 6, 2021. Based on stakeholder feedback to date, the COVID-19 pandemic will not impact the proposed budget for this fiscal year, which does not include any increases from last year.

In conjunction with preparing the report, the Council is required to hold a public hearing, prior to which a Notice of Public Hearing (Attachment 2) will be posted and published in the Santa Clara Weekly. As recommended in this report, a Resolution of Intention for Maintenance District No. 183 FY 2021/22 (Attachment 3) has been prepared and sets June 8, 2021 as the public hearing date. If the Council approves the budget on June 8, the confirmed assessments will be sent out by the City for collection.

#### 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 total maintenance cost for Maintenance District No. 183 is estimated to be \$1,698,119. Approval of the assessment would result in the City collecting \$926,770 in revenue from the Hotel and Techmart to fund the maintenance of common improvements at the Convention Center Complex. The balance of the cost, \$771,349, would be funded by the City's General Fund as the owner of the Convention Center building. The funding will be factored into the FY 2021/22 Proposed Operating Budget.

The Maintenance District FY 2021/22 budget does not include any capital improvements, such as those associated with the garage or surface parking lot. Staff will need to work with the other parties to identify capital funding needs and develop a plan to address any of those projects in the future.

#### 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

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and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>>.

On May 12, 2021, the Notice of Public Hearing for the June 8, 2021 Council meeting will be published in the Santa Clara Weekly. In addition, the notice will be posted at the City Clerk's Office and mailed to all property owners within the District.

#### RECOMMENDATION

1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the Santa Clara Convention Center Complex Maintenance District No. 183;
2. Set a hearing date of June 8, 2021 to approve the Director's Report FY 2021/22; and
3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. Director's Report 2021-2022
2. Notice of Public Hearing
3. Resolution of Intention
4. Proposed Assessment

**DIRECTOR'S REPORT**  
**CITY OF SANTA CLARA**  
**SANTA CLARA CONVENTION CENTER COMPLEX**  
**MAINTENANCE DISTRICT NO. 183**  
**FISCAL YEAR 2021-2022**

**4/20/2021**

COUNCIL APPROVED: (proposed June 8, 2021)

Director of Public Works/City Engineer



**SANTA CLARA CONVENTION CENTER COMPLEX  
MAINTENANCE DISTRICT NO. 183  
City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2021-2022**

**DIRECTOR'S REPORT**

The Director of Public Works/City Engineer of the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby makes this report and the following special benefit assessment to cover the costs and expenses of maintaining and operating the improvements within Santa Clara Convention Center Complex Maintenance District No. 183 of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefore by said Maintenance District for the Fiscal Year 2021-22 is as follows:

	<u>As Finally Confirmed</u>
Maintenance and Operations	<b>\$1,428,119</b>
Permanent Parking Controls	\$15,000
Reserve for Dynamic Parking Controls	\$255,000
Exceptional Improvements	\$0
Funds Advanced by and to be Repaid to City	\$0
<b>TOTAL COST</b>	<b>\$1,698,119</b>
Less Amount of Surplus From Prior Years:	
Convention Center	\$0
Hyatt Corporation - A Delaware Limited Liability Corporation	\$0
Hudson Techmart Commerce Center L.L.C	\$0
Amount of Reserves:	\$0
Amount of Contribution:	\$0
<b>BALANCE OF ASSESSMENT</b>	<b>\$1,698,119</b>

And I do thereby assess and apportion the amount of said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefore and specially benefited thereby, in proportion to the benefits to be received by each lot or parcel of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for Effective Roll Year 2020-2021 to the right of the parcel numbers and include all of such parcel.

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the District receives a special benefit over and above the benefits conferred to the public at large and that the amount of the assessment is proportional to the benefits specially received or enjoyed by each parcel or property within the District.

Date: \_\_\_\_\_  
\_\_\_\_\_  
 Director of Public Works  
 City of Santa Clara

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California  
 SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2021-2022**

**DIRECTOR'S REPORT**

**TABLE 1. BUDGET**

Category	Estimated Cost	Description Of Category
Maintenance and Operation	\$1,428,119	Labor, materials, supplies and equipment to maintain and operate Maintenance District No. 183 including, but not limited to water, sewer, electrical and other utility costs, sweeping of parking lots, maintenance of pavement and sidewalks, pavement striping, signs, fountains, landscaping, storm drains, lighting, space frames, parking structure, bridges, other common improvements, City supervision and management of maintenance district, insurance, contingencies, and incidental expenses.
Permanent Parking Controls	\$15,000	Labor, materials, supplies and equipment to maintain and operate fixed directional signs, electronic signs, automatic vehicle counting devices, cashiering stations, ticket printer, dispensers, card readers, cashier booths, including regularly scheduled parking attendants and guards.
Dynamic Parking Controls	\$255,000	Labor, materials, supplies and equipment to maintain and operate movable barriers and barrier placement, special parking attendants and guards, implementation of adjustable gates, special directional signs, and implementation of electronic signs.
Exceptional Improvements	\$0	Special improvement project benefiting special parcel.
Funds Advanced by and to be Repaid to City	\$0	For deficits which occurred in prior years
<b>TOTAL COST</b>	<b>\$1,698,119</b>	

Less	Amount of Surplus From Prior Years:	
	City of Santa Clara	\$0
	Hyatt Regency Hotel Santa Clara	\$0
	Hudson Techmart Commerce Center L.L.C	\$0
	Amount of Reserves:	\$0
	Amount of Contribution:	\$0
	<b>BALANCE OF ASSESSMENT</b>	<b>\$1,698,119</b>

**SANTA CLARA CONVENTION CENTER COMPLEX  
MAINTENANCE DISTRICT NO. 183  
City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2021-2022**

**DIRECTOR'S REPORT**

**TABLE 2. PROPERTY OWNERS TO BE ASSESSED**

Name & Address of Owner	Assessor's Parcel Number	As Preliminarily Approved	As Finally Confirmed
City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Santa Clara Convention Center (Convention Center)	104-55-017	\$771,349	\$771,349
Hyatt Corporation as agent of IA Lodging Santa Clara TRS, L.L.C dba Hyatt Regency Santa Clara Eron Hodges – General Manager 5101 Great America Parkway Santa Clara, CA 95054  (Hotel)	104-55-005 104-55-012	\$358,060	\$358,060
Hudson Techmart Commerce Center L.L.C Rebecca Agbuya, Portfolio Manager 2055 Gateway Place, Suite 200 San Jose, CA 95110  (Techmart)	104-55-013	\$568,710	\$568,710
<b>TOTAL</b>		<b>\$1,698,119</b>	<b>\$1,698,119</b>
<p>Also Send Copy of Director's Report To:</p> <p style="margin-left: 40px;">Hyatt Regency Santa Clara Eron Hodges – General Manager 5101 Great America Parkway Santa Clara, CA 95054</p> <p style="margin-left: 40px;">Hudson Techmart Commerce Center L.L.C Rebecca Agbuya, Portfolio Manager 2055 Gateway Place, Suite 200 San Jose, CA 95110</p>			

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2021-2022**

**DIRECTOR'S REPORT**

**TABLE 3. BUDGET/ASSESSMENT COMPARISON**

	Budget for Fiscal Year 2020-2021			Budget for Fiscal Year 2021-2022		
	Total Assessment	Reduced by Proportion From Prior Year's Surplus	Net Assessment	Total Assessment	Reduced by Proportion From Prior Year's Surplus	Net Assessment
City of Santa Clara (Convention Center)	\$771,349	\$0	\$771,349	\$771,349	\$0	\$771,349
Hyatt Regency Hotel Santa Clara	\$358,060	\$0	\$358,060	\$358,060	\$0	\$358,060
Hudson Techmart Commerce Center L.L.C	\$568,710	\$0	\$568,710	\$568,710	\$0	\$568,710
<b>TOTAL</b>	<b>\$1,698,119</b>	<b>\$0</b>	<b>\$1,698,119</b>	<b>\$1,698,119</b>	<b>\$0</b>	<b>\$1,698,119</b>

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2021-2022  
DIRECTOR'S REPORT**

**TABLE 4. FORMULA FOR ASSESSMENT LEVY**

	Category	Estimated Expenditure	City of Santa Clara (Conv. Center)	Hyatt Regency Hotel Santa Clara	Hudson Techmart Commerce Center
			39.64%	22.94%	37.42%
I.	Maintenance and Operations	\$1,428,119	\$566,107	\$327,610	\$534,402
			30.04%	22.12%	47.84%
II.	Permanent Parking Controls	\$15,000	\$4,506	\$3,318	\$7,176
			78.72%	10.64%	10.64%
III.	Dynamic Parking Controls	\$255,000	\$200,736	\$27,132	\$27,132
IV.	Exceptional Improvements	\$0	\$0	\$0	\$0
V.	Funds Advanced by/to be Repaid to City	\$0	\$0	\$0	\$0
VI.	Surplus Funds from Prior Year	\$0	\$0	\$0	\$0
	<b>TOTAL ASSESSMENT</b>	<b>\$1,698,119</b>	<b>\$771,349</b>	<b>\$358,060</b>	<b>\$568,710</b>

**City of Santa Clara**  
**Notice of Public Hearing Regarding the Levy of Benefit Assessments Applicable to the Santa Clara Convention Center Maintenance District No. 183, and Approval of Distribution of Director's Report Fiscal Year 2021-22**

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Clara has determined and fixed its regularly scheduled meeting virtually on June 8, 2021 at 4:00 p.m. or as soon thereafter as the matter may be heard to conduct a public hearing to consider the passage of a resolution as follows:

" a Resolution of the City of Santa Clara, California of intention to order that the alternative method for the levy of benefit assessment be made applicable to City of Santa Clara Convention center complex maintenance district no. 183, providing for notice of hearing thereon, approving the distribution of the director's report and providing for notice of hearing on directors report for fiscal year 2021-2022."

The purpose of the public hearing is to provide City staff with an opportunity to present the City Council and the public with information concerning the proposed assessments (\$926,770 total) to the property operators, to pay towards maintenance repairs of the Santa Clara Convention Maintenance District #183 and the proposed determination of the City to pay all of the remaining costs (\$771,349) for routine maintenance and operation of the property and improvements of the Santa Clara Maintenance District No. 183. A total of 3 operators pay for the assessments. The public may submit written comments prior to, or make oral presentations, at the public meeting.

On this date, the meeting can be viewed on Santa Clara City Television (Comcast cable channel 15 or AT&T channel 99) and online on the City's website, the City's YouTube channel, or the City's Facebook page.

A copy of the above Resolution and Director's Report will be made available for public inspection in the City Clerk's Office, City Hall, 1500 Warburton Avenue, Santa Clara, California.

Americans with Disabilities Act (ADA)

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.

Citizens are encouraged to submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone: (408) 615-2220; email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).

Nora Pimentel, MMC, Assistant City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING THE DISTRIBUTION OF THE DIRECTOR'S REPORT, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 2021-22**

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

**WHEREAS**, pursuant to Chapter 16.10 of "The Code of the City of Santa Clara, California" ("City Code"), the City Council of the City of Santa Clara, California ("Council") adopted Resolution No. 5081 on June 3, 1986, creating "City of Santa Clara Convention Center Complex Maintenance District No. 183" ("District") in the City of Santa Clara, California ("City"). Resolution No. 5081 also ordered that the costs and expenses of maintaining and operating the on-site public improvements ("Public Improvements") on the property within the District, including the cost of necessary repairs, replacements, fuel, power, electrical current, care, supervision and any and all other items necessary for the proper maintenance and operation of the Public Improvements be raised by the levy of an annual special benefit assessment apportioned according to special benefits conferred among the parcels of property within the District in accordance with a formula set forth in Resolution No. 5081, and in accordance with and pursuant to the provisions for the alternative method for the levy of benefit assessments in maintenance districts in the City as provided in the City Code;

**WHEREAS**, the Council adopted Ordinance No. 1401 on April 8, 1980, which provided for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts located in the City for said purpose;

**WHEREAS**, in the opinion of this Council, the annual costs of maintenance and operation of the Public Improvements shall be appropriately financed pursuant to the provisions of Ordinance

No. 1401 and Resolution No. 5081 and related provisions of the City Code;

**WHEREAS**, pursuant to the provisions of Resolution No. 5081, the City's Director of Public Works has made and filed with the City Clerk a written report ("Director's Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula for Fiscal Year 2021-22. The costs of operation, maintenance, and servicing of improvements to be funded by the District are apportioned to each parcel in proportion to the special benefit it receives;

**WHEREAS**, City Staff met with the affected property owners on April 1, 2021 to discuss the Director's Report;

**WHEREAS**, Articles XIIC and XIID of the California Constitution (Proposition 218) requires majority approval of the property owners within the District for any increase in the rate used to calculate the assessment or changes in the methodology by which the assessment is calculated, if that change increases the amount of the assessment imposed on any person or parcel;

**WHEREAS**, the Director's Report, Ballot, and public hearing notice are to be sent out at least 45 days in advance of the public hearing to all property owners, and any tenants within the District who are responsible for paying each assessment;

**WHEREAS**, in the event of an assessment that is greater than any previous assessment, a majority weighted vote of the Ballots (weighting determined by an amount of assessment paid), must be received in order to approve any proposed increase in assessment;

**WHEREAS**, for Fiscal Year 2021-22, the assessments are not increasing and therefore, Proposition 218 requirements does not apply; and

**WHEREAS**, the Council has duly considered the Director's Report and finds that it is sufficient and does not require modification.



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

1. That the recitals set forth above are true and correct and by this reference, the Council makes them a part hereof.
2. That the public interest and convenience require and this Council hereby orders that the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating the Public Improvements now existing or hereafter to be constructed in and for the District which benefit the District as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and of all additions, improvements and enlargements thereto which may hereafter be made, be raised by an annual special benefit assessment in accordance with and pursuant to the provisions for the alternative method for the levy of benefit assessments in maintenance districts in the City, as provided in Section 16.10.490 and Section 16.10.500 of the City Code, on all lots or parcels of property within the District.
3. That the costs and expenses of maintaining and operating the Public Improvements within the District shall annually be assessed, either partly or wholly, upon the benefited lots and parcels of property within the District by apportioning the costs and expenses according to benefits in proportion to the special benefits received by each lot or parcel of property within the District in accordance with the formula set forth in EXHIBIT "B" of Resolution No. 5081.
4. That the City Manager caused a budget to be prepared for the costs of the expenses of maintaining and operating the Public Improvements during fiscal year 2021-22 and the Director of Public Works prepared and filed a Director's Report with the City Clerk which provides the basis for the levy of benefit assessments for the cost of maintenance and operation on all lots or parcels of property within the District.
5. NOTICE IS HEREBY GIVEN that on Tuesday, June 8, 2021, at 4:00 p.m., at its regular

meeting place in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, the Council will hold a public hearing during which it will hear any and all evidence and protests relating to said alternative method for the levy of benefit assessments and said formula for the District, and if the assessment is greater than any previous assessment, certify any ballots received and determine any weighted vote necessary, examine said Director's Report and hear all persons interested therein. Any interested property owner, who objects to the alternative method for the levy of benefit assessments, the formula, or to the amount of the assessment on any lot or parcel of property owned by him/her, may file a signed written protest with the City Clerk before the commencement of the Council meeting during which the public hearing will be held, describing the lot or parcel of property owned by him/her so that it may be identified and stating the grounds of his/her protest. The property owner may appear at the hearing and be heard with regard to his/her protest.

6. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall and b) publish a copy of notice of hearing at least once in a newspaper of general circulation, pursuant to City Code Section 16.10.490(p).

7. The Director of Public Works is hereby authorized and directed to give notice of said hearing by mailing a copy of this Resolution of Intention and Director's Report, postage prepaid to record owners of any lot or parcel of property subject to a benefit assessment to pay said costs of maintenance and operation, as determined by the last assessment roll. This Resolution will be available for public inspection in the City Clerk's office; and said mailing shall be done at least forty-five (45) days, and posting and publication shall be completed not less than ten (10) days, prior to the date fixed (June 8, 2021) for the hearing.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A AND 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. Director's Report



# City of Santa Clara

## Proposed FY 2021-22 Assessment

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21-1166

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### REPORT TO COUNCIL

#### SUBJECT

Proposed Assessment for the Santa Clara Convention Center Complex, Maintenance District No.183

<u>Entity</u>	Proposed FY 2021-22 Assessment		
	Amount	Less Prior Years' Surplus	Total
City of Santa Clara (Convention Center):	\$771,349	(0)	\$771,349
Hyatt Regency Hotel Santa Clara:	\$358,060	(0)	\$358,060
Hudson Techmart Commerce Center LLC	\$568,710	(0)	\$568,710
<b>TOTAL</b>	<b>\$1,698,119</b>		<b>\$1,698,119</b>



## Agenda Report

21-161

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2021-22

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In April 2017, Senate Bill 1 (SB 1) or the Road Repair and Accountability Act of 2017 was signed into law. SB 1 increased per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees to address basic road maintenance and rehabilitation. SB 1 directs the State Controller to allocate 50 percent of the tax revenues to the State and 50 percent to cities and counties. The amount received by the City of Santa Clara and other eligible cities is determined by a formula.

Per the SB 1 statutes, funding should be prioritized for basic road maintenance, rehabilitation, and critical safety projects. The Pavement Condition Index (PCI) is a numerical index between zero and 100 which is used to indicate the general condition of pavement, with zero considered as 'Failed' and 100 considered as 'Brand New.' A city may spend its portion of SB 1 funds on transportation priorities other than road maintenance and critical safety projects if the city's average PCI meets or exceeds 80. As of February 27, 2021, the City of Santa Clara's current average PCI is 74.

In order to receive funding, the City must follow the Local Streets and Roads Funding Annual Reporting Guidelines adopted by the California Transportation Commission. The guidelines require the City to submit a project list annually that identifies proposed projects ("Project List").

This will be the fifth year the City will receive SB 1 funding and Council previously approved SB 1 Project Lists starting in FY 2017-18. Maintenance for streets identified under the previous Project Lists has been completed, and the projects listed for 2020-21 are planned to be completed in summer 2021. Streets listed under the FY 2021-22 Project List considered in this report are planned to be completed in summer 2022.

#### DISCUSSION

The City must now adopt a Project List for FY 2021-22 by Resolution and submit it in order to be eligible to receive FY 2021-22 SB 1 funds. The Resolution (Attachment 1) and proposed Project List (Attachment 2) identify streets to be maintained and rehabilitated under the Annual Street Maintenance and Rehabilitation Program. This program provides preventative maintenance, repair, and rehabilitation to street pavement using treatments such as asphalt concrete overlays and slurry seals in order to extend the pavement surface life, improve ride quality, and improve the overall

pavement condition of the City street network. The specific pavement treatments to be implemented for construction will be further refined based upon detailed design and field considerations as the project moves forward.

The streets identified on the Project List may be combined with other streets under one or more projects that are scheduled to be rehabilitated under the City's Annual Pavement Maintenance and Rehabilitation Program. The SB 1 Guidelines allow flexibility for the City to fund projects in accordance with local needs and priorities. The Project List can be revised at a later date should the City's needs and priorities change. Additionally, the City can fund projects that were not included in the Project List in any given year and can also choose to not fund projects that were on the list without amending or resubmitting the Project List. The Project List is developed based on information from the City's Pavement Management System, which prioritizes pavement projects to provide the most cost-effective maintenance program based on street conditions, remaining pavement service life, and available funds.

Adoption of the Resolution will allow the City to remain eligible to receive FY 2021-22 funds. If the Resolution is not adopted, the funds may be forfeited and distributed to other eligible agencies.

#### 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. Any project on the list that moves forward to construction will be evaluated in accordance with CEQA as part of the approval process. It is expected that the CEQA determination for pavement maintenance projects will be a categorical exemption pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

#### FISCAL IMPACT

The City is projected to receive \$2.5 million in SB 1 funds in FY 2021-22 based upon revenue estimates published by the League of California Cities in January 2021. The Adopted FY 2020-21 and 2021-22 Biennial Capital Improvement Program Budget assumed the receipt of \$2.1 million in SB 1 revenues in FY 2021/22. Budget amendments will be brought forward as part of the FY 2021/22 budget process to reflect the revised estimate.

#### COORDINATION

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

#### PUBLIC CONTACT

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

**RECOMMENDATION**

1. Adopt a Resolution to Adopt a List of Projects Funded by Senate Bill 1, The Road Repair and Accountability Act, for Fiscal Year 2021-22.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
2. Proposed Project List for Fiscal Year 2021-22

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
TO ADOPT A LIST OF PROJECTS FUNDED BY SENATE BILL 1,  
THE ROAD REPAIR AND ACCOUNTABILITY ACT, FOR FISCAL  
YEAR 2021-22**

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

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017;

**WHEREAS**, SB 1 created the Road Maintenance and Rehabilitation Account (RMRA) to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system;

**WHEREAS**, SB1 requires cities to provide basic annual RMRA project reporting to the California Transportation Commission (CTC) in order to be eligible for RMRA funding;

**WHEREAS**, the CTC adopted the Local Streets and Roads Funding Annual Reporting Guidelines (Guidelines) that describe the general policies and procedures for carrying out the annual RMRA project reporting requirements for cities;

**WHEREAS**, SB 1 and the Guidelines require that cities must submit a List of Projects proposed to receive RMRA funding to the CTC each fiscal year and that the list of projects must be adopted by resolution by the City Council at a regular public meeting;

**WHEREAS**, SB 1 and the Guidelines provide that the List of Projects shall not limit the flexibility of an eligible city to fund projects in accordance with local needs and priorities and an eligible city may make changes to the List of Projects;

**WHEREAS**, the City of Santa Clara must adopt a resolution to adopt a list of projects proposed to receive funding from the RMRA at a regular public meeting and the project list must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.



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

1. That the foregoing recitals are true and correct.
2. That the City of Santa Clara adopts the Senate Bill (SB) 1 Proposed Project List for Fiscal Year 2021-22 as attached and incorporated herein by reference into this Resolution.
3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 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. Senate Bill (SB) 1 Proposed Project List for FY 2021-22

**Project List**  
**LSR 2022-5019**  
**FY 21/22**

Project Details

ID	Title	Description	Location	Est. Completion		Useful Life		Assem.	Senate	Elements
				Pre-Con	Con	Min	Max			
PP001	Annual Street Maintenance and Rehabilitation Program Project	Pavement maintenance and rehabilitation for the existing street. The work includes treating the pavement with asphalt concrete, slurry seal, or cape seal. Ancillary work may include removal and replacement of failed pavement areas, and reconstruction of curbs, gutters, sidewalks, ADA curb ramps, traffic striping, markings, roadway legends and traffic detection loops as needed.	<p><b>The following locations identified are subject to be changed:</b></p> <ul style="list-style-type: none"> <li>• <b>Lafayette Street</b> (Aldo Ave to Laurie Ave.) [LAFYTE 000015]</li> <li>• <b>Lafayette Street</b> (Laurie Ave. to Clyde Ave.) [LAFYTE 000016]</li> <li>• <b>Lafayette Street</b> (Montague Expwy. to Agnew Rd.) [LAFYTE 000017]</li> <li>• <b>Lafayette Street N/B</b> (Agnew Rd. to Eisenhower St.) [LAFYTE 000018]</li> <li>• <b>Lafayette Street</b> (Hogan Dr. to Calle De Luna) [LAFYTE 000019]</li> <li>• <b>Lafayette Street N/B</b> (Clyde Ave. to Montague Expwy.) [LAFYTE 000023]</li> <li>• <b>Lafayette Street S/B</b> (Clyde Ave. to Montague EXPWY.) [LAFYTE 000024]</li> <li>• <b>Lafayette Street S/B</b> (Agnew Rd. to Eisenhower St.) [LAFYTE 000025]</li> <li>• <b>Lafayette Street N/B</b> (Eisenhower St. to Hogan Dr.) [LAFYTE 000026]</li> <li>• <b>Lafayette Street S/B</b> (Eisenhower St. to Hogan Dr.) [LAFYTE 000027]</li> <li>• <b>Mission College Blvd.</b> (Freedom Circle West to Freedom Circle East) [MISION 000004]</li> <li>• <b>Mission College Blvd.</b> (Freedom Circle East to Juliette Ln.) [MISION 000005]</li> <li>• <b>Mission College Blvd.</b> (Juliette Ln. to Burton Dr.) [MISION 000006]</li> <li>• <b>Mission College Blvd.</b> (Burton Dr. to Wyatt Dr.) [MISION 000007]</li> <li>• <b>Mission College Blvd.</b> (Wyatt Rd. to Montague Expwy.) [MISION 000008]</li> </ul>	04/2022	12/2022	3	20	25	10	Complete Streets, Sustainability



## Agenda Report

21-456

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for March 8 - April 4, 2021

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

The City of Santa Clara engages in a variety of legislative efforts, including developing an annual legislative platform through its Legislative Advocacy Positions (LAPs), advancing the City's goals and policy positions with regional, state, and federal elected officials and agencies, participating in regional and state committees, boards, and commissions, responding to requests for legislative support or comments for bills, ballot measures, and initiatives, identifying budget opportunities and applying for grant funding to support City programs and infrastructure.

The City has an existing agreement with Townsend Public Affairs, LLC (Townsend) for state and federal legislative advocacy services, which includes tracking legislation and providing progress reports as part of the firm's scope of work.

#### DISCUSSION

Townsend has been keeping staff apprised of state and federal COVID-19-related legislative activity since the beginning of the pandemic. These pertinent updates have helped guide the implementation of City COVID-19 programs, including meal distribution and small business assistance, and were previously included as part of the City Manager's verbal COVID-19 updates to the Council.

Attached is a summary of Townsend's updates for the period between March 8 - April 4, 2021. Staff shares these updates on a monthly basis.

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

#### FISCAL IMPACT

The City has an existing agreement with Townsend for a not-to-exceed amount of \$252,000. There is no additional cost to have Townsend provide these COVID-19 legislative updates as they are included as part of the monthly scope of work that the City is billed for.

**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) <<mailto:clerk@santaclaraca.gov>>.

**RECOMMENDATION**

Note and file the Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for March 8 - April 4, 2021.

Prepared by: Christine Jung, Assistant to the City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. COVID-19 Legislative Updates from Townsend for March 8 - April 4, 2021

## COVID-19 LEGISLATIVE UPDATE FOR MARCH 8 – APRIL 4, 2021

### March 8, 2021 Update

- **Coronavirus Relief Package Passes Senate:** Over the weekend, the Senate passed the \$1.9 trillion “American Rescue Plan Act” with coronavirus relief and stimulus. There are many changes to the House version, so we have attached an updated summary<sup>1</sup> with Senate-changed provisions in red.

The House is slated to take up the bill again and approve the Senate’s changes on Tuesday or Wednesday. After that, the President should sign it quickly.

Here are a few new provisions we wanted to highlight:

- **State and Local Funding:** An additional \$10 billion for local funding, restored at the last minute from a cut designed to create a state-run infrastructure slush fund. The infrastructure fund remains, and the local cut has been restored. The Senate also added eligible uses of funds, including some infrastructure and premium pay to essential employees.
- **Shuttered Venues:** Congress eliminated the provision that forced eligible venue operators and museums to choose between the PPP and the Shuttered Venue Operators Grant (SVOG). They could now apply for both and just have their PPP deducted from the larger SVOG.
- **Firefighter Grants:** The Senate added \$300 million in firefighter grants.
- **Health Insurance:** The bill would allow individuals who receive unemployment compensation in 2021 to qualify for reduced cost-sharing under the ACA, and would subsidize 100% of premiums for individuals eligible for COBRA continuation coverage if they lose their job.

And not new to the bill, but worth noting are:

- **Homeless Grants**
  - The House Financial Services Committee estimates that the City is slated to get \$1,628,000 from the homeless assistance funding in the bill, separate from the total city funding, out of \$5 billion total for the nation. Permitted expenditures would include acquiring non-congregate shelter units, such as hotel rooms, that could be converted to permanent housing.
  - The bill also has an additional \$5 billion for emergency Section 8 Housing Choice Vouchers. The Housing and Urban Development Department would have to provide the vouchers through public housing agencies to

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<sup>1</sup> Summary of Senate-passed Coronavirus Relief Reconciliation Package can be found after the legislative updates.



individuals and families who are currently or recently homeless, and to those who are fleeing domestic violence, sexual assault, or human trafficking. Public housing agencies couldn't reissue the vouchers after Sept. 30, 2023.

- **Restaurant Support**
  - \$29.6 billion for a Restaurant Revitalization Fund to be administered by the SBA.
  - Eligible recipients would include restaurants, bars, food trucks, and caterers, including businesses in airport terminals and tribally owned entities.
- **Homeowner Assistance**
  - \$9.96 billion to establish a Homeowner Assistance Fund at the Treasury Department.
- **Disaster Relief**
  - The measure would provide \$50 billion for the Federal Emergency Management Agency's Disaster Relief Fund to respond to Covid-19 and other major disasters and emergencies declared by the president. Funding would remain available through September 30, 2025.
  - The funding could also be used to provide financial assistance for pandemic-related funeral expenses with a 100% federal cost share.
- **Airport Support**
  - \$8 billion for public agencies and private owners of public-use airports.
- **Employee Retention**
  - The measure would extend through Dec. 31 an employee retention credit established by the CARES Act.
- **Child Care**
  - \$24 billion for grants to child care providers to use for payroll, rent, personal protective equipment, mental health support, and other needs
  - \$15 billion to the Child Care and Development Block Grant
  - \$600 million increase to the Child Care Entitlement to States
  - An additional \$1 billion to Head Start
- **Broadband**
  - Creates an "Emergency Connectivity Fund" in the U.S. Treasury and appropriate \$7.17 billion into it to cover the purchase of broadband service and devices by schools and libraries for use by students, staff, and patrons at other locations.
- **Child Tax Credit**
  - Expands the Child Tax Credit from \$2000 per child to \$3,600 for each child younger than 6 and \$3,000 for other children.
  - Makes the CTC fully refundable
  - Allows the CTC to be received on a periodic basis
- **CDC Guidance:** Today, the CDC released guidance on how vaccinated people can socialize with other individuals, vaccinated and unvaccinated. They make the following recommendations:
  - Vaccinated people can visit indoors without masks but should still wear them in public and avoid large gatherings when around those who aren't immunized or are at high risk for contracting Covid-19.
  - You can review the guidance here: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>

### March 10, 2021 Update

- **Governor's State of the State Address:** Last night, Governor Newsom issued his State of the State address at Dodger Stadium, one of California, and the Nation's, largest community COVID-19 vaccination sites.
  - The full text, as prepared, of the Governor's speech can be viewed [HERE](#)
  - The Governor's comments included key statistics as well as major actions taken over the course of the pandemic. These included:
    - California's death rate has remained one of the lowest per capita in the nation: 134 per 100,000, compared to 158 nationally, 153 in Texas and 247 in New York.
    - California now ranks sixth in the world for vaccine distribution, ahead of many major countries.
    - The positivity rate is down from a high of 14 percent to 2.1 percent today. Hospitalizations are down more than 80 percent since their peak. ICUs are down 77 percent.
    - The Governor also touched on aid that has gone out to small businesses, school reopening efforts, and work on housing the homeless.
    - In addition to the above comments, the Governor outlined on proposals that have been included in his January Budget proposal to further invest in revitalizing California's economy.
- **County Tier Movement:** Yesterday, Department of Health Director Dr. Ghaly announced that nine counties moved into less restrictive tiers as COVID-19 spread drops and vaccinations increase. Alameda, Butte, Calaveras, Imperial, Santa Cruz and Solano counties moved into the red tier. Mariposa and Plumas counties joined the orange tier. Alpine County is the first county in months to enter the least restrictive yellow tier.
  - Currently, there were 34 counties in the Purple (widespread tier), 20 counties in the Red (substantial tier), 3 counties in the Orange (moderate tier), and 1 county in the Yellow (minimal tier).
- **Coronavirus Relief Bill Passes House:** Today, the House voted to approve the Senate changes to the "American Rescue Plan Act," the \$1.9 trillion covid-19 relief bill, on an 220-211 vote.
  - No Republicans voted for the bill, and one Democrat, Rep. Jared Golden from Maine, voted against the bill.
  - Congress will process the final bill and send it to President Biden, a process that will take a few days.
  - President Biden is expected to sign the bill into law on Friday.

### March 12, 2021 Update

- **Recovery Blueprint and County Tier Update:** The California Department of Public Health (CDPH) announced today that 2 million doses of COVID-19 vaccine have been administered to Californians in some of the state's hardest-hit communities. This milestone triggers a shift in the recovery blueprint that allow for less stringent standards for when counties can move tiers. Most notably, the case rate for a county to move out

the most restrictive (purple) tier is increased from 7 cases per 100,000 residents to 10 cases per 100,000 residents.

- Using the new recovery blueprint thresholds, 13 counties are now eligible move to a less restrictive tier, from Purple (widespread) to Red (substantial): Amador, Colusa, Contra Costa, Los Angeles, Mendocino, Mono, Orange, Placer, San Benito, San Bernardino, Siskiyou, Sonoma and Tuolumne.
  - These changes will take effect on Sunday, March 14<sup>th</sup>.
- CDPH also anticipates that on at the weekly blueprint update, Sacramento, San Diego and 11 additional counties (Kings, Lake, Monterey, Riverside, San Joaquin, Santa Barbara, Sutter, Tehama, Tulare, Ventura and Yuba) will shift from Purple to Red based on current data and projections.
  - These tier adjustments will be assigned on Tuesday and take effect on Wednesday, March 17.
- **Coronavirus Relief Bill Signed:** President Joe Biden signed into law the \$1.9 trillion “American Rescue Plan Act,” the sweeping aid package that includes state and local funding, direct payments, and jobless benefits.
- **USDA School Lunches:** Yesterday, USDA announced that it would ensure free meals are offered to all school children over summer 2021, through Sept 30. The waivers extended allow for safe meal distribution sites that serve all children for free, regardless of income. In addition, the waivers:
  - Allow meals served through the Summer Food Service Program (SFSP) and Seamless Summer Option (SSO) – collectively known as “summer meal programs” – to be made available in all areas at no cost;
  - Allow meals to be served outside of the normally required group settings and meal times; and
  - Allow parents and guardians to pick-up meals for their children, including bulk pick-up to cover multiple days of feeding children.
- **PPP:** We got word today that the House is planning to vote next week on a two-month extension for PPP, through May 31.
  - As of March 7, nearly \$120 billion remained in the program
  - March 31 is currently the last day for the SBA to approve all new PPP loans
  - Banks have already begun winding down their PPP operations in preparation of the deadline
  - The looming deadline is also a problem for businesses affected by recent changes to the program, including a March 3 regulatory change to the way the self-employed, sole proprietors, and independent contractors calculate how large of a loan they are eligible to receive. And the \$1.9 trillion stimulus bill, signed into law Thursday, expands loan eligibility to small news organizations and more nonprofits.
- **State Updates Blueprint on Bars, Breweries, Wineries, Distilleries, and Overnight Sleepaway Camps:** Today, the California Department of Public Health (CDPH) updated public health guidance in the Blueprint for a Safer Economy to allow for additional safe and sustainable reopening activities in the state.
  - Beginning March 13, **breweries, wineries and distilleries** that do not serve meals may open outdoors only with modifications in the Purple (widespread) and Red (substantial) tiers.



- In the Orange (moderate) Tier, indoor operations may begin with 25 percent of maximum capacity or 100 people, whichever is fewer. In the Yellow (minimal) tier, indoor operations may increase to 50 percent of maximum capacity or 200 people, whichever is fewer.
- The updated guidance does not apply to breweries, wineries and distilleries that provide meals. Those establishments should continue to follow the restaurant guidance.
- Beginning March 13, **bars** that do not serve meals remain closed in the Purple (widespread) and Red (substantial) tiers. In the Orange (moderate) tier, bars may begin outdoor operations with modifications. In the Yellow (minimal) tier, bars may begin indoor operations with modifications of 25 percent maximum capacity or 100 people, whichever is fewer.
- Beginning June 1, **overnight sleepaway camps** will be allowed to resume with modifications in the Red, Orange and Yellow tiers.

### March 17, 2021 Update

- **PPP: Last night**, the House voted 415-3 to approve a two-month extension of the popular Paycheck Protection Program. The three 'No' votes were Rep. Thomas Massie (R-KY), Rep. Tom McClintock (R-CA), and Rep. Marjorie Taylor Greene (R-GA). The bill now goes to the Senate.
- **USDA Food Purchase Program:** The U.S. Department of Agriculture (USDA) Agricultural Marketing Service (AMS) is seeking comments on the development, coordination, and implementation of a food purchase and distribution program intended to provide additional aid to nonprofits serving Americans in need of nutrition assistance.
  - If implemented, the program will serve as a successor to the temporary food box purchase program created in April 2020 in response to the rapidly developing crisis within the food supply chain and increased joblessness due to COVID-19.
  - While the food box effort served some communities well, it faced challenges in others.
  - Comments can be submitted through midnight ET on March 31, 2021, via online portal or by email to [AMSCOVIDStimulus@usda.gov](mailto:AMSCOVIDStimulus@usda.gov).
  - In addition, AMS will host a listening session to provide groups and individuals an opportunity to share their views on how USDA can best serve people in need of food assistance as well as the industry through this program. The session will be March 22, 2021 from 11 a.m. to 2 p.m. PT
- **County Tier Updates:** Yesterday, the California Department of Public Health [updated](#) county tier assignments with many counties making progress in the Recovery Blueprint. The Department also indicated that, based on current trends, additional movement is likely in the coming weeks.
  - The counties that advanced yesterday in the state's reopening framework, moving from the most-restrictive Purple tier to the Red tier are: Sacramento, San Diego, Santa Barbara, Riverside, Monterey, Sutter, Lake, Tehama, Tulare, and Ventura Counties.
  - Additionally, San Mateo County advanced from the Red tier to the less restrictive Orange tier, allowing many indoor activities such as dining to increase indoor capacity, while also allowing music and sports venues to resume outside operations with restrictions.

- All other Bay Area counties remain in the red tier, with San Francisco expected to join San Mateo County in the Orange tier next week based on current metrics.
- **School Outbreak Data:** The state has updated its schools reopening maps on the [Safe Schools for All Hub](#) to include outbreak data by school district. View the data for public schools by selecting a specific district on the [School Districts Reopening Map](#).
  - The map includes reported outbreaks since January 1, 2021.
- **Youth and Adult Recreational Sports FAQ:** Yesterday, CDPH released an updated [Youth and Adult Recreational Sports Questions & Answers](#) document.
  - With case rates and hospitalizations declining across California, the California Department of Public Health (CDPH) is allowing outdoor high- and moderate-risk sports competition to begin while counties are in the Purple or Red tier, with modifications and steps to reduce risk in counties with a case rate at or below 14 per 100,000 population.
  - Which sports are allowed: ([see Table in guidance](#)).

### March 23, 2021 Update

- **County Tier Status Updates:** Counties continue to make progress through the State’s Blueprint for a Safer Economy, with several updates today.
  - Three counties moved from the Purple Tier to the Red Tier: Kern, Nevada, and Stanislaus
  - Six counties moved from the Red Tier to the Orange Tier: Lassen, Marin, San Francisco, Santa Clara, Trinity, and Yolo.
  - The current tier status numbers are as follows:
    - **Purple Tier: 8 counties**
    - **Red Tier: 39 counties**
    - **Orange Tier: 9 counties**
    - **Yellow Tier: 2 counties**
- **American Rescue Plan State and Local Funding:** The House Oversight & Government Committee released a fact sheet (attached)<sup>2</sup> that lays out details of state and local funding allocations included in ARPA. The fact sheet describes key aspects of the recovery funds, describes the intent of the legislation, and a preliminary understanding of how the Treasury will carry out the legislation. In the coming weeks, Treasury will issue guidance detailing the interpretation and implementation of the funding.
- **SNAP:** This week, the Department of Agriculture announced a 15% increase in Supplemental Nutrition Assistance Program (SNAP) benefits through September 2021.
  - This provides an estimated \$3.5 billion to households experiencing food insecurity during the COVID-19 pandemic.
  - The additional funding is allocated from the “American Rescue Plan Act”, which invests federal resources to reduce hunger across the country, strengthen the food supply chain, invest in rural America, and provide long awaited support to underserved, socially disadvantaged communities.

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<sup>2</sup> ARP State and Local Fiscal Recovery Funds Information Sheet can be found after the legislative updates.

- The 15 percent increase in SNAP benefits will provide about \$28 more per person, per month, or more than \$100 more per month for a household of four, in additional SNAP benefits.
- **International Travel:** Last week, WHO officials announced they are working on the development of a “smart vaccination certificate” for people who have received a coronavirus vaccine.
  - WHO Regional Director for Europe emphasized that this effort is simply a method of documenting vaccination status and not a “vaccine passport.”
  - The vaccination certificate should not be mandatory for international travel.
  - Senior Advisor for the White House COVID Response Team, Andy Slavitt, suggested that the government should not be involved in verifying individuals’ vaccination status nor in issuing certification. Though Americans will need a way to document vaccination, Slavitt indicated that the process should be private, secure, free, available digitally and on paper, and available in multiple languages.
- **CDC School Guidance:** The CDC published updated guidance for physical distancing in K-12 classrooms, which reduces the recommended physical distancing in some settings from 6 feet to 3 feet as long as mask use is universal.
  - The CDC continues to recommend 6-foot physical distancing between adults, in common areas (eg, lobbies, auditoriums), when masks cannot be worn (eg, when eating), and during activities that involve “increased exhalation” (eg, singing, band practice/performance, sports practice/competition).
  - Reducing the recommended physical distancing separation to 3 feet aims to make it easier for schools to resume in-person classes while continuing to mitigate transmission risk.

### **March 26, 2021 Update**

- **State and Local Funding Guidance:** TPA was on a call with Biden Administration officials today, who reported that the Department of Treasury is still working hard on the issuing guidance for states and local governments.
  - They shared with us that Treasury is trying to issue just one guidance, as opposed to the CARES Act, where there was rolling guidance. They think we are still a couple weeks away from getting the guidance.
- **Creative FTA Funding Usage:** On a call with the Department of Transportation, DOT expressed interest in better leveraging FTA dollars to meet vaccine needs. The Department indicated that eligible entities can use FTA dollars to set up vaccine sites at FTA supported facilities or for free rides to vaccination sites.
- **National Eviction Moratorium:** The US government is weighing an extension of a federal policy prohibiting landlords from evicting tenants who have fallen behind on paying rent during the COVID-19 pandemic.
  - The extension would impact an estimated 10 million families and could run through at least July.
  - Without an extension, the ban is set to expire at the end of this month.
  - The recently passed stimulus bill, known as the American Rescue Plan, included more than \$40 billion to help homeowners and renters behind on their mortgage

and rent payments. However, due to implementation delays, many people have not yet received the assistance, putting pressure on the government to extend the ban.

- **PPP Extension:** On Thursday, the Senate passed a two-month PPP extension by a vote of 92-7, after the House passed it earlier. It now goes to President Biden's desk for signature, which is expected imminently. This will make the PPP deadline the end of May, instead of the end of March. PPP still has about \$79 billion to distribute.
- **California Vaccine Eligibility:** As vaccine supply is expected to significantly increase in the coming weeks, yesterday the state announced expanding vaccine eligibility to more Californians.
  - Starting April 1, individuals aged 50+ will be eligible to make an appointment to be vaccinated.
  - Starting April 15, all individuals aged 16+ will be eligible to make an appointment.
  - The State expects to be allocated approximately 2.5 million first and second doses per week in the first half of April, and more than 3 million doses in the second half of April.
    - With these anticipated allocation numbers, the end goal is to administer 4 million vaccines on a weekly basis by the end of April.
  - In an effort to vaccinate the state's hardest hit populations, before eligibility expands to all people 16+, the state will be:
    - Partnering with organizations to vaccinate essential workers
    - Supporting community based organizations to provide scheduling assistance for appointments
    - Prioritizing currently eligible populations and allowing providers the discretion to vaccinate those who live in high-impact areas

### April 1, 2021 Update

- **Infrastructure/COVID Stimulus:** Yesterday, President Biden announced his "American Jobs Plan," a \$2.25 trillion proposal designed to build on the actions taken to address COVID-19 and provide significant investments in that nation's infrastructure. The White House is describing this as the first of two stimulus plans -- the White House will describe the second part of the economic plan, which will include health care and child care proposals, later in April.
  - **Quick Highlights:**
    - \$2.25 trillion over eight years, with new taxes that cover the cost in 15 years
      - This includes an increase in the corporate tax rate from 21% to 28%, plus a "global minimum tax" that would increase the minimum tax on U.S. corporations to 21 percent and calculate it on a country-by-country basis so it hits profits in tax havens.
      - Corporate inversions to tax havens will also be made more difficult.
      - Tax breaks and subsidies for the fossil fuel industry will end.
      - Biden is also promising stepped-up IRS enforcement on corporations.

- \$621 billion for **transportation**
  - \$174 billion to the electric vehicle market
  - \$115 billion to improve bridges, highways, roads
  - \$20 billion for road safety, which will upgrade 20,000 miles of roads and highways
  - \$85 billion to modernize public transportation systems
  - \$17 billion for ports, inland waterways, and ferries
  - \$80 billion for Amtrak
  - \$25 billion for airports
  - \$25 billion for transportation projects for disadvantaged communities.
  - \$20 billion for repairing neighborhoods divided by highways
  - \$50 billion in infrastructure resilience investments
- \$400 billion for expanding access to quality, affordable home- or community-based care for **aging relatives and people with disabilities**.
- \$300 billion initiative to **boost American manufacturing**, including
  - \$30 billion over the next four years to help **prevent the next pandemic** – with funding for the Strategic National Stockpile, the development of tests and treatments for emerging diseases and prototype vaccines, and improving health infrastructure
  - \$31 billion in small business incubators and innovation hubs
- \$213 billion to **affordable housing**, including
  - Using targeted tax credits, formula funding, grants, and project-based rental assistance to produce, preserve, and retrofit more than a million affordable housing units
  - \$20 billion in tax credits to build and rehabilitate 500,000 for low- and middle-income buyers
  - \$40 billion in public housing infrastructure
- \$180 billion to upgrade the country’s research infrastructure and **labs at universities and federal agencies**
- \$137 billion for **schools and child-care**, including
  - \$12 billion to improve **community college facilities and technology**
  - \$25 billion to upgrade **child care facilities** and increase the **availability of child care** in areas most in need – including by expanding a tax credit for businesses to build child care at places of work
  - \$100 billion to upgrade **public schools** - \$50 billion in direct grants and \$50 billion leveraged through bonds
- \$111 billion for **safer drinking water**, including
  - reducing lead exposure in 400,000 schools and child care centers and 6 to 10 million homes
  - \$45 billion to replace 100% of the nation’s lead pipes and service lines through the Drinking Water State Revolving Fund
  - \$56 billion in grants and low-cost loans to states, tribes, territories and disadvantaged communities to improve water systems
  - \$10 billion to address PFAS in drinking water and rural/small water systems

- \$100 billion for **high-speed broadband**, prioritizing support for broadband infrastructure in underserved areas and networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives, and removing red tape for municipally-owned providers
    - \$100 billion to upgrade the **U.S. electric/power infrastructure**
      - \$5 billion in brownfield and superfund sites
      - Investment in public works programs at EDA, USDA, and HUD
    - \$100 billion for **workforce development**, including
      - \$5 billion to support **community violence prevention programs**
      - \$7 billion for opportunities in **underserved communities**
      - \$40 billion for **dislocated workers**
      - \$48 billion in workforce development infrastructure and workforce protection, including **apprenticeships**
    - \$10 billion would be spent on a **Civilian Climate Corps** that employs Americans in conservation work on public lands and waters
  - **Context and Analysis:** President Biden has released the broad details of a plan, but ultimately Congress will have to write the bill language, which may look different from the plan announced.
    - Rep. Peter DeFazio (D-OR), the chairman of the House Transportation and Infrastructure Committee, is putting a bill together in the next month or so.
    - This bill will almost certainly be done under budget reconciliation rules, which will allow Democrats to bypass the Senate filibuster but limit what provisions can be included.
    - There will be a fine line to walk in the House as well – with several House members joining Biden’s cabinet, Democrats can’t lose many Democratic votes before bill passage is in jeopardy. Rep. Alexandria Ocasio-Cortez (D-NY) has said the package is too small, while several other Democrats have said they won’t vote for any tax code changes without a SALT cap repeal (which was not specifically listed in Biden’s plan)
    - Speaker Nancy Pelosi said she wants to see the House pass a package along these lines by July 4.
- **Higher Education:**
  - **Student Loan Freeze Expanded:** Over 1 million borrowers who defaulted on certain privately held student loans may get a freeze on debt collections and interest, the Education Department announced earlier this week. This step will ensure 1.14 million borrowers whose loans were backed by the federal government don’t have tax refunds or Social Security payments seized to pay back the debt.
  - **Financial Aid Grants:** The IRS announced that students who received emergency financial aid grants related to the coronavirus pandemic won’t owe taxes on that money. Students also do not have to reduce the total of their tuition and related expenses by the amount of an emergency financial aid grant, which is important because that total could qualify for tax breaks.
- **National Eviction Moratorium Extended:** The CDC has announced an extension to its national ban on evictions through to the end of June. The national moratorium was slated to expire at the end of this month.

- **California County Tier Updates:** Earlier this week, the California Department of Public Health announced thirteen counties would be moving to a less restrictive tier, although local public health departments may implement policies that are more restrictive than the state.
  - From Purple (widespread) to Red (substantial): Fresno, Glenn, Kings, Madera, and Yuba.
  - From Red (substantial) to Orange (moderate): Alameda, Butte, Colusa, Los Angeles, Modoc, Orange, Santa Cruz, and Tuolumne.
  - No counties moved to a more restrictive tier.

## SENATE-PASSED CORONAVIRUS RELIEF RECONCILIATION PACKAGE

Updated March 8, 2021

New or changed provisions from the House bill are in red.

### STATE AND LOCAL AID

#### Overview

- The measure includes **\$360 billion** to help state, local, tribal, and territorial governments **mitigate fiscal effects** tied to the Covid-19 emergency, including:
  - \$195.3 billion for states and Washington, D.C.
  - \$130.2 billion for local governments.
  - \$20 billion for federally recognized tribal governments.
  - \$4.5 billion for territories.
- The measure would distribute **\$25.5 billion** equally among states and the District of Columbia. Other funds would be allocated based on each state's share of unemployed people.
- The measure would set **60-day deadlines** to distribute most funds to state and local recipients. A second tranche of funds would be distributed to localities 12 months after the initial allocation. The Treasury Department could also withhold up to half of a state or territory's allocation for as long as 12 months based on its unemployment rate and require an updated certification of its funding needs. Each state plus the District of Columbia would receive at least **\$500 million**.
- The measure also would provide funds to compensate D.C. for the money it would have received as a state under the CARES Act, which grouped it in with territories. Democrats estimated that a similar provision in a Covid-19 relief package from the 116th Congress would have resulted in an additional payment of **\$755 million**.
- Remaining state funds would be allocated based on the number of unemployed people.
- Funding for local governments would include **\$65.1 billion** for counties, **\$45.6 billion** for metropolitan cities, and **\$19.5 billion** for towns with fewer than 50,000 people.
- The Treasury Department would have to make most payments within 60 days of receiving certification from state and local recipients describing their need and intended use for the funds.
- States would have to distribute funds to smaller towns within 30 days of receiving a payment from the department, with extensions permitted. States that miss the deadline would have to pay back any undistributed funds. A town couldn't receive more than 75% of its budget as of Jan. 27, 2020.

#### Use of Funds

- State and local recipients could the funds to **cover costs incurred by Dec. 31, 2024**, to:



- Respond to the Covid-19 emergency and address its economic effects, including through aid to households, small businesses, nonprofits, and industries such as tourism and hospitality.
- Provide premium pay to essential employees or grants to their employers. Premium pay couldn't exceed \$13 per hour or \$25,000 per worker.
- Provide government services affected by a revenue reduction during the pandemic.
- Make investments in water, sewer, and broadband infrastructure.
- State and local recipients could transfer funds to private nonprofit groups, public benefit corporations or multistate entities involved in passenger or cargo transportation, and special-purpose units of state or local governments.
- State and local recipients cannot deposit the money into a pension fund. States and territories also couldn't use their allocation to offset revenue resulting from a tax cut enacted since March 3.

### Capital Projects

- The measure includes \$10 billion for the Treasury Department to make separate payments to states, territories, and tribal governments to carry out capital projects to support work, education, and health monitoring during Covid-19.

### Additional Local Aid

- The measure would provide an additional \$2 billion for eligible tribal governments and "revenue sharing counties" to use for general government spending, with the exception of lobbying.
- Eligible recipients would include counties that are the main providers of government services in their area and that lost revenue due to changes in federal programs, as well as the District of Columbia and several U.S. territories.

## SMALL BUSINESS AID

### Paycheck Protection Program

- The measure would increase funding and expand eligibility for the Paycheck Protection Program, and would allow forgiveness for additional expenses.
- **Program Funding:** The measure would increase the program's lending authority by \$7.25 billion, to \$813.7 billion, and appropriate the same amount for the Small Business Administration (SBA) to guarantee additional loans.
- **Tax-Exempt Groups:** The measure would expand the eligibility rules to cover most other types of tax-exempt groups, including 501(c)(5) labor organizations, 501(c)(7) social and recreation clubs, and 501(c)(8) fraternal benefit societies. Religious educational groups that might otherwise be barred under SBA rules would be permitted. 501(c)(4) social welfare groups, such as AARP, the ACLU, Americans for Prosperity, and the National Rifle Association, would still be prohibited.
- The additional tax-exempt groups couldn't employ more than 300 employees per location or spend more than \$1 million annually or 15% of their time on lobbying activities.
- **Larger Nonprofits:** Some nonprofits that currently qualify for PPP loans, such as 501(c)(3) groups, can't have more employees than the SBA's size standards for the relevant industry and are subject to the agency's restrictions for affiliated entities.
- The measure would replace those rules, allowing 501(c)(3) groups with as many as 500 employees per physical location to participate without further restrictions.

- **Online News Publishers:** Internet-only news publishers that were previously ineligible could receive PPP loans if they have 500 or fewer employees or a size set by the SBA per location. They would have to certify that the funds will be used to support local news.
- SBA affiliation rules and a ban on publicly traded companies would be waived for online news outlets seeking loans.
- **Loan Forgiveness:** The measure would expand PPP loan forgiveness to include payments made for premiums on behalf of individuals who qualify for COBRA health insurance continuation coverage. The change would apply to loan forgiveness applications received following the measure's enactment.

### Restaurant Grants

- The measure would provide **\$28.6 billion** for a Restaurant Revitalization Fund to be administered by the SBA.
- Eligible recipients would include restaurants, bars, food trucks, and caterers, including businesses in airport terminals and tribally owned entities.
- Disqualified businesses would include those run by state or local governments, companies that manage more than 20 locations including affiliates, live venues seeking grants under the year-end Covid-19 relief package, and publicly traded companies.
- For 60 days following the measure's enactment, \$5 billion would be set aside for eligible entities with gross revenue of \$500,000 or less in 2019. The SBA would also have to prioritize awards for small businesses owned by women, veterans, and socially or economically disadvantaged individuals during an initial 21-day award period.
- Other grant funds would be awarded on a first-come, first-served basis.
- Grant amounts would cover the difference between an entity's revenue in 2020 compared with 2019. Awards would be reduced by amounts received through the Paycheck Protection Program. Aggregate awards made to an entity and its affiliates couldn't exceed \$10 million and would be limited to \$5 million per location.
- Eligible expenses generally would include payroll costs, mortgage and rent payments, supplies, normal food and beverage costs, and paid sick leave. Grants couldn't be used to pay fees exceeding 10% of a company's annual net operating profits to investment advisers of certain private funds with an ownership stake.
- Funds could be used through Dec. 31, or a date set by the SBA that's no later than two years after the measure's enactment.

### Disaster Loans

- Additional funding also would be made available for advance payments to eligible entities under the SBA's Economic Injury Disaster Loan (EIDL) program.
- The reconciliation measure would provide \$15 billion for additional advance payments on a staggered schedule, as follows:
  - SBA would have to **allocate \$10 billion** to covered entities that didn't receive their full eligible advance payments under the year-end relief package. Those entities include recipients with 300 or fewer employees and economic losses of at least 30% over eight weeks compared with a similar period before the pandemic.
  - **The remaining \$5 billion would be set aside to make** new supplemental payments of \$5,000 to covered entities with 10 or fewer employees that had economic losses of more than 50% during the covered period.

### State Initiative

- **The reconciliation measure would provide \$10 billion for the State Small Business Credit Initiative.** The Treasury Department would have to set aside:

- \$1.5 billion for states to support businesses owned by social and economically disadvantaged people.
- \$1 billion for an incentive program to boost funding tranches for states that show robust support for such businesses.
- \$500 million to support small businesses with fewer than 10 employees.
- The department could set aside an additional \$500 million for states to provide legal, accounting, and financial advisory services. It could also transfer the funds to the Commerce Department's Minority Business Development Agency to provide similar technical assistance.
- The Treasury Department could establish a multistate participation program. Covered states could automatically approve small business entities that are already participating in a similar state's program.
- The department would have to complete all disbursements by Sept. 30, 2030. Any remaining amounts would be rescinded

### Other SBA Funding

- \$1.25 billion in additional funding for SBA grants to live venues and other cultural institutions under a program in the year-end relief package. **Removes the provision that prevented receiving both Paycheck Protection Program funds and Shuttered Venue Operator Grant funds, and changes it so that grant amounts would be reduced by any loans received through the Paycheck Protection Program following the enactment of the year-end package.**
- \$840 million in additional administrative funds for the SBA to carry out the Paycheck Protection Program and other initiatives to aid small businesses during Covid-19.
- \$390 million to administer the SBA's disaster loan program and \$70 million for the cost of additional loans.
- \$100 million for the SBA to establish a community navigator pilot program for small businesses and \$75 million for the SBA to promote community navigator services to small businesses.

## HOUSING AID

### Rental Assistance

- The reconciliation measure would provide **\$21.6 billion** for rental assistance payments through the Treasury Department.
- Funds would be allocated to states and to localities with at least 200,000 people. Each state plus the District of Columbia would receive at least \$152 million. The measure also would set aside \$305 million for several U.S. territories and **\$2.5 billion for "high-need grantees" based on their population of low-income renter households, rental market costs, and employment changes since February 2020.**
- The Treasury Department would have to ensure each grantee receives at least half of its allocation within 60 days of the measure's enactment.
- Grantees would have to use the funds to provide financial assistance to eligible households, including for rental and utility payments. Total assistance provided to a household under the measure and the year-end package couldn't cover more than 18 months.
- Households would qualify for rental assistance if they have qualified for unemployment benefits, received an eviction notice, or have household income that doesn't exceed 80% of the area median income, among other criteria.

- Funds provided to grantees under the measure would remain available through Sept. 30, 2025. The measure also would extend the use of rental assistance funds under the year-end package through Sept. 30, 2022.

### Homeowner Assistance

- The measure would provide \$9.96 billion to establish a Homeowner Assistance Fund at the Treasury Department.
- The department would allocate funds to states, territories, and tribes to prevent homeowner mortgage defaults, foreclosures, and displacements. Funds could be used to reduce mortgage principal amounts, assist homeowners with mortgage and other housing payments, and reimburse state and local governments for money spent to prevent housing losses due to Covid-19.
- Covered mortgages would include those with an unpaid principal balance at the time of origination that was less than a loan limit set by the Federal Housing Finance Agency.
- Each state, along with the District of Columbia and Puerto Rico, would receive at least \$40 million. Additional amounts would be set aside for other U.S. territories and tribes.
- Funding recipients would have to set aside at least 60% of their allocation to assist homeowners who make less than 100% of the local or national median income, whichever is greater.

### Emergency Housing

- The measure would provide \$5 billion for emergency Section 8 Housing Choice Vouchers.
- The Housing and Urban Development Department would have to provide the vouchers through public housing agencies to individuals and families who are currently or recently homeless, and to those who are fleeing domestic violence, sexual assault, or human trafficking.
- Public housing agencies couldn't reissue the vouchers after Sept. 30, 2023.
- An additional \$5 billion would be allocated to state and local governments to provide supportive services for homeless and other at-risk individuals.
- Permitted expenditures would include acquiring non-congregate shelter units, such as hotel rooms, that could be converted to permanent housing.

### Other Housing Funds

- \$750 million to provide housing assistance and community development services through tribal grant programs.
- \$100 million to support individuals living in rural Agriculture Department-subsidized properties who have experienced income loss but aren't receiving federal rental aid.
- \$100 million for grants to housing counseling groups, including through NeighborWorks America.

## FEMA

### Disaster Relief

- The measure would provide \$50 billion for the Federal Emergency Management Agency's Disaster Relief Fund to respond to Covid-19 and other major disasters and emergencies declared by the president. Funding would remain available through September 30, 2025.
- The funding could also be used to provide financial assistance for pandemic-related funeral expenses with a 100% federal cost share.

### **Emergency Food and Shelter Program**

- The measure would provide \$510 million, with \$110 million set aside to provide humanitarian relief to families and individuals encountered by the Homeland Security Department.

### **Firefighter Grants**

- The measure would provide a combined \$300 million for FEMA's firefighter grant programs.

### **Emergency Management Performance Grants**

- The measure would provide \$100 million for FEMA's Emergency Management Performance Grants.

## **TRANSPORTATION**

### **Transit Aid**

- The measure would provide \$35 billion for grants to transit agencies, which could use the money for operating expenses including payroll costs and purchasing personal protective equipment.
- The funding would include:
  - \$26.1 billion for Urbanized Area Formula Grants.
  - \$2.21 billion for urban area and rural area grantees that need additional assistance because of the pandemic.
  - \$1.7 billion for Capital Investment Grants.

### **Airport Assistance**

The bill would provide \$8 billion in fiscal 2021 for airport sponsors, which generally refers to public agencies and private owners of public-use airports.

- The bill would provide \$8 billion in fiscal 2021 for airports, including airport concessions.
- Airports that receive funding would be required to retain at least 90% of personnel employed as of March 27, 2020, through Sept. 30.
- The Transportation Department could provide a waiver for the requirement if it determines that an airport is experiencing economic hardship or the requirement reduces aviation safety or security.

### **Aviation Manufacturers Payroll Support**

- The measure would provide \$3 billion to create a payroll support program for aviation manufacturers.
- The measure would allow a 50% federal cost-share to cover wages and benefits for eligible employees for a maximum of six months. Employers would cover the other 50% and would have to maintain compensation at their April 1, 2020, levels. It would apply to a maximum of 25% of employees earning less than \$200,000 a year. Employers couldn't use funds to provide backpay for returning rehired or recalled employees.
- Eligible employers would be required to demonstrate that they have involuntarily furloughed or laid off at least 10% of their workforce or experienced a 15% decrease in revenue in 2020 compared to 2019. They also would have to agree not to conduct layoffs or reduce pay for eligible employees until Sept. 30 **or the duration of the agreement, whichever is later**. Employers receiving other pandemic assistance, such as through the Payroll Protection Program, wouldn't be eligible.

### Airline Payroll Support

- The measure includes \$15 billion for the airline industry, to help cover employee wages and benefits. It would include similar terms from the previous tranches of airline payroll support.
- Participating airlines and contractors couldn't lay off workers until Sept. 30 or when the assistance is exhausted, whichever is later. They'd also have to continue complying with restrictions on stock buybacks, dividend payments, and executive pay.

### Rail Funding

- The measure would provide \$1.7 billion for Amtrak in fiscal 2021, including funds to restore the frequency of long-distance routes.

### FAA and TSA Employee Leave

- The measure would provide \$13 million for an Emergency TSA Employee Leave Fund and \$9 million for an Emergency FAA Employee Leave Fund.
- Money would be used to cover paid leave for Federal Aviation Administration and Transportation Security Administration employees, including those who: must quarantine or care for family members due to Covid-19-related concerns, must care for children due to school closures, or are receiving a Covid-19 vaccine.
- Employees would be eligible for paid leave based on their hourly rates through Sept. 30, 2021.
- Full-time employees couldn't receive more than 600 hours of paid leave. Part-time and seasonal employees would be eligible for the proportional equivalent of 600 hours of paid leave as long as funding is available for reimbursement.
- The Covid-related leave wouldn't be provided if biweekly payments would exceed \$2,800. It would be in addition to other paid leave and couldn't be taken concurrently. Paid leave taken would reduce the total service used to calculate any retirement benefit.

## EDUCATION

- The measure would provide \$122.8 billion for grants to states to support local educational agencies in addressing learning loss.
- Local agencies would have to use at least 20% of the funding for summer learning or enrichment, after-school programs, or extended-day or extended-year programs. The rest could be used for a number of education-related expenses, including inspection and improvement of school facilities to ensure adequate air quality, providing mental health services, and technology purchases.
- The bill would direct the Education Department to use at least \$800 million of the total to identify homeless children and provide them with wrap-around services and other assistance to facilitate school attendance.
- States that receive the grants couldn't reduce their spending levels on education as a proportion of their budgets during fiscal 2022 or 2023, compared with the average level from fiscal 2017 through 2019. Restrictions would also apply to per-pupil spending reductions in high-need and high-poverty school districts, compared with the state overall.
- School districts would have to publish a plan within 30 days of receiving funds to safely return to in-person learning.
- The measure also would provide \$39.6 billion for emergency financial aid grants at higher education institutions. Funds could also be used to monitor and suppress the coronavirus

and for outreach to financial aid applicants regarding potential adjustments related to the pandemic.

- The Education Department would also receive:
  - \$850 million for support to outlying U.S. territories.
  - \$100 million for research on addressing learning loss related to the pandemic.
  - **\$3.03 billion for grants and programming under the Individuals with Disabilities Education Act.**
  - **\$2.75 billion for support to non-public schools.**
  - **\$190 million for grants to educational organizations serving American Indians, Native Hawaiians, and Alaska Natives.**
- Outside of the Education Department, the measure would provide:
  - **\$850 million to the Bureau of Indian Education for support to schools and programs it funds or operates and for tribal colleges and universities.**
  - \$200 million to the Institute of Museum and Library Services for library improvements.
  - \$135 million for grants through the National Endowment for the Arts.
  - \$135 million for grants through the National Endowment for the Humanities.
- **Student Loans:** The bill would exclude from taxable income any student loans discharged between Dec. 31, 2020 and Jan. 1, 2026.
- **For-Profit Institutions:** The measure would also modify the “90/10” rule, under which for-profit institutions that obtain more than 90% of their revenue from federal student aid become ineligible for federal support. It would expand the rule to include additional programs, including veterans’ benefits. **The change would take effect for institutions for their fiscal years beginning after Jan. 1, 2023.**

## VETERANS AFFAIRS

Funding for the Veterans Affairs Department would include:

- **\$14.5 billion** for health care, which would include as much as \$4 billion for veterans to receive care outside the VA.
- \$750 million for State Veterans Homes.
- \$272 million for claims and appeals processing.
- \$100 million for supply chain modernization initiatives.

### Copayments and Cost Sharing

- The measure would provide **\$1 billion** for the VA to waive health insurance copayments and other cost-sharing expenses incurred by veterans from April 6, 2020, when the department first paused medical billing, through Sept. 30, 2021.
- The VA would be directed to reimburse veterans for copayments made during that period.

### Job Training

- The measure would also provide \$386 million to create a rapid retraining program for veterans who are unemployed because of the pandemic and who haven’t received VA educational assistance or unemployment payments.

- The program would provide no more than 12 months of assistance for eligible veterans to receive training for high-demand jobs or in high-technology programs. The program would be limited to 17,250 veterans and would end after 21 months.
- The VA would provide monthly benefit payments directly to eligible programs and a monthly housing stipend to veterans. Programs would receive 50% of funding when the veteran starts, 25% when they complete the program, and 25% when they find a job.
- The VA would also have to contract with a nonprofit organization to facilitate employment for participants.

### **Employee Leave Fund**

- The measure would create and provide \$80 million for an Emergency Department of Veterans Affairs Employee Leave Fund in the Treasury.
- Money would be used to cover paid leave for Veterans Health Administration employees, including those who must quarantine or care for family members due to Covid-19-related concerns, must care for children due to school closures, or are recovering because of complications from immunizations.
- Employees would be eligible for paid leave based on their hourly rates through Sept. 30, 2021.
- Full-time employees couldn't receive more than 600 hours of paid leave or \$2,800 in a biweekly pay period. It would be in addition to other paid leave and couldn't be taken concurrently. Any paid leave provided would reduce total service used to calculate retirement benefits.

## **TAX PROVISIONS**

### **Direct Payments**

- The bill would provide another round of direct payments of as much as \$1,400 for an individual, \$2,800 for joint filers, and \$1,400 for each qualifying dependent.
- The payments would begin to phase out for individuals with adjusted gross incomes of \$75,000 and would be zero for AGIs of \$80,000 or more. Those amounts would be doubled for joint filers.
- Dependents would include full-time students younger than 24 and adult dependents. Individuals who died before Jan. 1, 2021, wouldn't be eligible for the payments.
- Payments would be based on 2019 or 2020 tax returns. The Treasury Department could provide payments to individuals who haven't filed based on return information available to the department.
- It would direct the Treasury Department to pay U.S. territories to cover the costs of providing the payments.

### **Earned Income Tax Credit**

- The measure would expand the earned income tax credit for taxpayers without children for 2021 by increasing the credit percentage and phase out thresholds.
- It also would allow taxpayers ages 19 and older without children to qualify, eliminating the 25 to 64 age range for the year. Individuals who are homeless or were in foster care could claim the credit beginning at age 18, and full-time students could claim it beginning at age 24.
- Other changes to the EITC that would apply beginning in 2021 include:
  - Eliminating a rule that bars individuals who have children without Social Security numbers from claiming the childless EITC.



- Allowing individuals who are separated from their spouses to claim the EITC on a separate return if they live with their child for more than half of the year.
- Increasing the limitation on the EITC for individuals with a certain amount of investment income to \$10,000, from \$3,650 in 2021, and adjusted for inflation.
- The measure would direct the Treasury Department to make payments to U.S. territories for their EITC costs. The department would match up to three times the cost of the EITC in Puerto Rico if it increases its current credit.

### **Child Tax Credit**

- The measure would expand the child tax credit, which provides a credit of as much as \$2,000 for each child younger than 17, for 2021.
- The bill's changes to the CTC would include:
  - Making it fully refundable, meaning the entire credit could be provided as a refund if it exceeds an individual's income tax liability, instead of partially refundable under current law.
  - Increasing the maximum credit to \$3,600 for each child younger than 6 and \$3,000 for other children.
  - Allowing it to be claimed for 17-year-olds.
- The increased credit amount would be phased out beginning at an adjusted gross income level of \$75,000 for individuals and \$150,000 for joint filers. Once the credit reaches \$2,000, the current law phase-outs levels, \$200,000 for individuals and \$400,000 for joint filers, would apply.
- The Treasury Department would have to establish a program to advance CTC payments on a **periodic basis beginning on July 1**. The department would be directed to establish an online portal to allow individuals to opt-out of receiving the advanced payments.
- The department would also have to make payments to U.S. territories to cover their CTC costs, except for Puerto Rico, whose residents would file directly with the IRS.

### **Dependent Care**

- The bill would temporarily increase the value of the child and dependent care tax credit, which covers 35% of care expenses of as much as \$3,000 for one dependent or \$6,000 for two or more dependents.
- The measure would, during 2021:
  - Make the credit refundable.
  - Increase the maximum allowable expenses to \$8,000 for one dependent and \$16,000 for two or more.
  - Allow the credit to cover 50% of expenses.
  - Begin phasing out the credit at \$125,000, instead of \$15,000.
- The measure would also exclude as much as \$10,500 in employer-provided dependent care from tax in 2021, instead of as much as \$5,000.

### **Employee Retention Credit**

- The measure would extend through Dec. 31 an employee retention credit established by the CARES Act.
- **It was expanded and extended to July 1 a previous law.**
- **The measure also would expand eligibility for the credit to new startups that were established after Feb. 15, 2020, and companies if their revenue declined by 90% compared to the same calendar quarter of the previous year. The credit would be capped at \$50,000 per calendar quarter for startups**

### **Paid Leave Credits**

- The bill would extend through Sept. 30 tax credits for employer-provided paid sick and family leave, which were established under the Families First Coronavirus Response Act.
- The value of the credits would be increased to match the employer's share of **contributions to defined benefit plans and registered apprenticeship programs**.
- The measure also would:
  - Increase the wages covered by the paid family leave credit to \$12,000 per worker, from \$10,000.
  - Cover **as many as** 60 days of paid **family** leave for self-employed individuals instead of 50.
  - Expand the paid leave credits, **including for self-employed individuals**, to cover Covid-19 vaccinations **or wait times for test results or diagnoses**.
  - Bar employers from receiving credits if their paid leave favors highly compensated employees, full-time workers, or employees based on tenure.

### **Corporate Interest Expenses**

- The measure would eliminate the ability of companies to allocate interest expenses on a worldwide basis beginning in 2021. The election allows corporations to claim additional foreign tax credits against their U.S. tax liability, according to a Congressional Budget Office estimate.

### **Small Business Grants Exclusion**

- Advance funds provided through the Small Business Administration's Economic Injury Disaster Loan program and restaurant grants created by the bill would be excluded from gross income for tax purposes.

### **Business Losses**

- The measure would extend rules relating to limitations on "excess business losses" for noncorporate taxpayers for one additional year, through 2026.
- Under the Republicans' 2017 tax overhaul, taxpayers were allowed deductions for business-related losses up to a certain amount, which was later modified by the CARES Act.

### **Executive Compensation**

- Beginning in 2027, the limitation on deducting compensation for publicly traded companies' five most highly paid executives would be expanded to include the next five additional highly compensated employees.

### **Third Party Transactions**

- The measure also would lower the threshold below which third party settlement organizations don't need to report certain transactions to \$600, from \$20,000.

## **LABOR PROVISIONS**

The Senate version removed the provisions that would have raised the national minimum wage to \$15 per hour by 2025.

### **Unemployment Extensions**

- The measure would modify and extend several pandemic-related unemployment benefits created under the CARES Act and extended under the year-end spending and aid package.
- It would **extend the extra \$300**, the Federal Pandemic Unemployment Compensation, **through Sept. 6**. **The House-passed version of the package would have increased the payments to \$400 and extended them through Aug. 29.**
- The bill would extend through **Sept. 6** other CARES Act jobless benefits slated to expire on March 14, with changes that would include:
  - Increasing the duration of Pandemic Unemployment Assistance (PUA) benefits to as long as **79** weeks, from 50 weeks, for individuals who don't qualify for regular benefits.
  - Extending to **53** weeks, from 24 weeks, benefits for those who've exhausted regular benefits under the Pandemic Emergency Unemployment Compensation program.
- **The first \$10,200 of unemployment benefits received would be excluded from certain taxpayers' adjusted gross income beginning in 2020. The provision would apply to taxpayers with income that's less than \$150,000.**
- It also would extend through **Sept. 6**:
  - Federal payments to nonprofits and government agencies for 75%, increased from 50%, of the costs of providing unemployment benefits.
  - Interest-free federal loans for state unemployment trust funds.
  - Full federal funding to qualifying states for the Extended Benefit and work-sharing programs.
  - Full, instead of partial, federal funding for states to provide regular unemployment benefits without a waiting period.
- The measure would provide \$2 billion for the Labor Department to address fraud and access to unemployment benefits. Funds could be used to provide grants to states and territories to develop tools for identity verification and fraud detection and to accelerate claims processing.
- It would exclude the additional \$100 weekly jobless benefit for self-employed individuals who weren't eligible for PUA benefits, created under Public Law 116-260, from income for eligibility purposes under Medicaid and the Children's Health Insurance Program.
- The bill would modify and extend similar additional unemployment benefits for railroad workers.

### **Workplace Safety**

- The measure would provide **\$200 million** for the Labor Department to carry out worker protection activities related to the Covid-19 pandemic.
- Of that amount, at least **\$100 million** would be allocated to the Occupational Safety and Health Administration (OSHA). Funding would support OSHA enforcement in high-risk sectors, such as meat processing and health care, and the Susan Harwood grant program, which promotes workplace safety in higher education institutions and nonprofit organizations.

### **Federal Employee Leave**

- The measure would provide \$570 million for an Emergency Federal Employee Leave Fund to be administered by the Office of Personnel Management.
- The fund could be used to reimburse federal agencies for emergency leave taken by civilian employees and postal workers, **including if they have or are caring for someone**

with Covid-19, are looking after children during virtual classes, or are obtaining a Covid-19 vaccine.

- Paid leave under the measure couldn't exceed 600 hours per employee and would have to be used by Sept. 30. The measure would cover some District of Columbia employees and exclude military personnel.
- The measure also would extend through Sept. 30 reimbursements for federal contractors that provide paid leave to employees or subcontractors who can't work because of Covid-19. The authority is set to expire on March 31.

### Other Labor Provisions

- The bill would establish a presumption that a Covid-19 diagnosis is work-related and would authorize benefits, including disability, medical, and survivor benefits for federal and postal employees. It would cover employees who worked and contracted Covid-19 during a three-year period starting Jan. 27, 2023, including federal workers who had engaged with patients or members of the public.
- The provision wouldn't apply to full- or part-time employees teleworking.

## HEALTH CARE

### Medicaid Expansion

- **Covid-19 Coverage:** Covid-19 vaccines and treatments would be covered until a year after the pandemic ends at no cost to beneficiaries under Medicaid and the Children's Health Insurance Program. The federal medical assistance percentage (FMAP) would be increased to 100% for vaccine costs during that period.
  - Vaccines and treatment would also be covered for the uninsured. Outpatient drugs used for Covid-19 treatment would be included in the Medicaid Drug Rebate Program.
- **Coverage Expansions:** The measure would increase a state's FMAP by 5 percentage points for two years if it expands Medicaid to cover the newly eligible adult population under the Affordable Care Act. The provision is intended to encourage the 12 states that haven't expanded the program to do so.
  - The measure also would allow states, for five years, to provide full Medicaid benefits to eligible pregnant women for a year after giving birth.
  - It also would increase the FMAP for various services, including:
    - Providing an 85% FMAP for the first three years of covering mobile crisis intervention services for mental health or substance use disorders, which would expire after five years.
    - Providing a 100% FMAP for two years for services received through an Urban Indian Organization or Native Hawaiian Health Center.
    - Increasing a state's FMAP by 10 percentage points for home and community-based services for one year.
- **Drug Rebates:** The measure would end, in 2024, a cap on the rebate that drug companies provide to Medicaid, which is currently limited to 100% of the average manufacturer price. Once that cap is reached, drug makers can raise their prices without increasing the net rebates that must be paid.

### Health-Care Funding

- Funding for the Health and Human Services Department to respond to the pandemic would include:

- **\$47.8 billion** for testing and tracing activities.
- **\$8.5 billion** for vaccine activities at the Centers for Disease Control and Prevention.
- **\$7.66 billion** to expand the public health workforce, including grants to state, local, and territorial health departments.
- **\$7.6 billion** for community health centers.
- **\$6.09 billion** for tribal health programs.
- **\$6.05 billion** to support manufacturing and purchasing vaccines.
- **\$3 billion** for block grant programs under the Substance Abuse and Mental Health Services Administration.
- **\$1.75 billion** for genomic sequencing and surveillance.
- **\$800 million** for the health workforce.
- **\$750 million** for CDC global health activities.
- **\$500 million** for the Food and Drug Administration to continue evaluating Covid-19 vaccines and therapeutics.
- **\$500 million** for CDC data modernization and forecasting.
- The measure also would provide **\$8.5 billion for rural health-care providers for expenses and lost revenue related to Covid-19**, \$250 million for “strike teams” to assist skilled nursing facilities and \$200 million for infection control support at those facilities.
- The measure removed a provision that would have allocated **\$1.8 billion for testing and mitigation activities in congregate settings, such as prisons, long-term care facilities, and residential treatment facilities.**

### **Medicare Changes**

- The measure would allow the Centers for Medicare and Medicaid Services to waive a requirement during the pandemic that ambulance services include transportation to a hospital to receive Medicare payments, if they didn’t transport the patient because of Covid-19-related protocols.
- It also would require CMS to reinstate a rural floor for the wage index that applies to hospitals in all-urban states. It wouldn’t be applied in a budget-neutral manner.

### **ACA Tax Credits**

- The measure would expand the Affordable Care Act’s premium tax credits for health insurance purchased through an exchange.
- The law provides refundable credits for households with income that’s 100% to 400% of the federal poverty level (FPL). The law caps premium costs based on a percentage of income, and the credit covers any amount above that cap up to the cost of a “benchmark” plan.
- For 2021 and 2022, the bill would eliminate premiums for individuals at 150% of the FPL or less, and reduce premiums for all other households. It also would make households above 400% of the FPL eligible, with a premium cap of 8.5% of income. The premium caps currently range from about 2% to 9.8%, and are adjusted annually for inflation.
- The measure would also allow taxpayers who receive unemployment compensation in 2021 to be eligible for the credit without any premiums, by disregarding any income above 133% of the FPL.
- The measure also wouldn’t allow excess premium credits to be recaptured in 2020.

### **Cost-Sharing Subsidies**

- The bill would allow individuals who receive unemployment compensation in 2021 to qualify for reduced cost-sharing under the ACA. The law requires insurers to reduce out-of-pocket

costs, such as copays and deductibles, for enrollees whose income is between 100% and 400% of the FPL and who enroll in a silver plan through the law's exchanges.

- The measure would disregard income that exceeds 133% of the FPL for purposes of determining the cost-sharing reduction amounts.

### **COBRA Coverage**

- The measure would subsidize 100% of premiums for individuals eligible for COBRA continuation coverage if they lose their job.
- The individual wouldn't have to pay any premiums, and the employer or health plan could claim a refundable tax credit against its Medicare payroll tax liability for the cost of the premiums.
- The premium assistance under the measure would be available through Sept. 30 for individuals who were involuntarily separated from their jobs or had their hours reduced.
- It wouldn't be available once an individual becomes eligible for coverage under another group health plan or Medicare. A \$250 penalty could be imposed if individuals don't notify the plan when they are no longer eligible, or as much as 110% of the premium assistance due after they were no longer eligible for a fraudulent failure to notify.

### **TANF Funding**

- The measure would provide \$1 billion for a Pandemic Emergency Assistance Fund under the Temporary Assistance for Needy Families (TANF) program.
- The bulk of the funding would be allotted to states and Washington, D.C., based on the number of children in the state and its spending for assistance in 2019. States could use a maximum of 15% of funding for administrative purposes.
- The remaining 7.5% would be allotted to territories and American Indian tribes. Funding would be exempt from the cap on total TANF payments to the territories.

### **Child Care**

- The measure would provide about \$24 billion for grants to child care providers to use for payroll, rent, personal protective equipment, mental health support, and other needs. They would have to provide tuition relief to families and couldn't furlough or reduce pay for employees.
- The Child Care and Development Block Grant, a discretionary program that subsidizes child care for low-income families, would receive \$15 billion. The bill would allow funds to be used for essential workers regardless of income.
- Funding for the Child Care Entitlement to States, a mandatory program that subsidizes child care for low-income families, would be increased to \$3.55 billion per year, from \$2.92 billion.
- Head Start, which supports preschool for low-income children, would receive an additional \$1 billion.

### **Defense Production Act**

- The measure would provide \$10 billion to use the Defense Production Act to purchase, produce, and distribute medical supplies and equipment related to Covid-19. That would include tests, face masks, personal protective equipment, and drugs and vaccines to treat or prevent Covid-19.
- Under the DPA, the president can require manufacturers to prioritize contracts related to national defense and other emergencies. It also authorizes the president to allocate scarce goods and provide incentives such as loans and contracts to help expand production.

### Other HHS Programs

- \$4.5 billion for the Low-Income Home Energy Assistance Program.
- **\$1.43 billion** for programs under the Older Americans Act, including \$750 million for nutrition programs.
- \$852 million for the Corporation for National and Community Service, including \$620 million for AmeriCorps.
- \$450 million for programs under the Family Violence Prevention and Services Act, including \$198 million for grants to support survivors of sexual assault.
- \$425 million for programs under the Administration for Children and Families that provide direct services to children as needed for pandemic-related costs.
- \$350 million for programs under the Child Abuse Prevention and Treatment Act
- \$50 million for the Title X Family Planning program.

## AGRICULTURE & NUTRITION

- The measure would extend a 15% increase to monthly benefits under the Supplemental Nutrition Assistance Program (SNAP) through Sept. 30. Created by the year-end spending and coronavirus response package, the increase is scheduled to lapse on June 30.
- The package also would provide \$1.15 billion to states for SNAP administration, as well as \$1 billion for grants for nutrition assistance programs in U.S. territories.
- The measure would provide \$490 million to the Agriculture Department to increase the amount of the cash-value voucher provided under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) to as much as \$35 during the pandemic. Participating states could apply the increase for as long as four months after opting in. The increased authority for both states and the department would end on Sept. 30.
- The measure also would provide \$390 million to increase participation in WIC through outreach and program modernization.
- It would direct the Agriculture Department to reimburse emergency shelters under the National School Lunch Program for meals provided to individuals younger than 25 who receive services there.
- It would extend the Pandemic Electronic Benefit Transfer (EBT) program, established by the Families First Coronavirus Response Act, through any school year or summer period following an academic year during a designated public health emergency. The program, which allows for food aid to be provided to families during school closures, had been limited to fiscal 2020 and 2021 and to school year 2020-2021. It would also include Puerto Rico, American Samoa, and the Northern Mariana Islands in the program.

### Other USDA Programs

- The measure would appropriate \$4 billion to the Agriculture Department to purchase and distribute food and agricultural commodities, **including seafood**, and to make grants and loans to small and midsized food processors and distributors.
- From that total, the department would use:
  - \$300 million for monitoring and surveillance of animals susceptible to Covid-19 transmission.
  - \$100 million to reduce the amount of overtime meat, poultry, and egg inspection costs at small establishments.
- The measure would provide \$500 million for an Agriculture Department emergency pilot grant program, supporting organizations providing Covid-19-related services in low-income rural areas.

- The package also would appropriate such sums as may be necessary for loan modifications and payments to address “longstanding and widespread discrimination against socially disadvantaged farmers and ranchers” in Agriculture Department programs. **The department could pay as much as 120% of each such farmer or rancher’s debt on loans it made or guaranteed.**
- It would provide \$1.01 billion for grants and loans to improve land access for socially disadvantaged farmers, ranchers, and forest landowners, as well as scholarships, outreach, financial training, and other technical assistance.
- The measure would also provide \$800 million for Food for Peace grants.

## PENSION PROVISIONS

### Multiemployer Pensions

- The measure would establish a fund for the Pension Benefit Guaranty Corporation (PBGC) to provide financial assistance to struggling multiemployer pension plans. It would appropriate “such amounts as are necessary” from the general fund to cover the costs of the assistance, which plans wouldn’t have to repay.
- The assistance would cover all benefits due from the bill’s enactment through 2051, with generally no reduction to a beneficiary’s accrued benefit.
- A plan would be eligible for assistance if it meets any of the following:
  - Is in critical and declining status, the most severe of several “zones” used to classify plans’ financial distress, in any plan year beginning in 2020 through 2022.
  - Is certified to be in the critical zone in any of those years with additional markers of distress, such as the ratio of assets to liabilities and active to inactive participants.
  - Is insolvent and hasn’t been terminated as of the bill’s enactment.
  - Has been approved to suspend benefit payments as of enactment.
- Applications for assistance would have to be submitted by Dec. 31, 2025.
- The bill would also:
  - Allow plans to retain their 2019 funding zone designation for 2020 and 2021, with an exception for some plans that enter the critical zone in that period. Plans in endangered or critical status in 2020 or 2021 to extend their rehabilitation periods for an extra five years.
  - Permit plans to amortize investment and other losses incurred after Feb. 29, 2020, over 30 years instead of 15.
  - Set plan premiums at \$52 per participant beginning in 2031. The rate would be adjusted using the national average wage index after that.

### Pension Smoothing

- The measure would extend and modify “pension smoothing,” which increases the interest rates used to calculate pension fund liabilities, allowing companies to contribute less money to pension plans in the short term. The contributions are tax deductible, so lower payments would increase taxable income and federal revenue.
- The tactic has been used to help pay for previous laws, including the 2015 Bipartisan Budget Act (Public Law 114-74), which imposed higher rates through 2021 that were phased down by 2023.
- The bill would extend the higher rates through 2026, after which they would phase down by 2030. The measure would also impose a 5% floor on the interest rates used in the calculation.



## Other Pension Provisions

- The measure would set previous funding shortfalls in single-employer plans to zero and extend to 15 years, from seven, the amortization periods for shortfalls beginning in 2020. The measure would allow plan sponsors to apply the extended period for the 2019 plan year.

## ADDITIONAL PROVISIONS

- **\$3 billion for the Economic Development Administration's Economic Adjustment Assistance Program was removed from the bill.**
- **Broadband:** The measure would create an "Emergency Connectivity Fund" in the U.S. Treasury and appropriate **\$7.17 billion** into it to cover the purchase of broadband service and devices by schools and libraries for use by students, staff, and patrons at other locations.
- **Consumer Protection:** The measure would provide \$50 million for additional consumer product safety inspectors at U.S. ports of entry during the pandemic, with a particular focus on products related to Covid-19.
- **EPA Programs:** The legislation includes \$100 million for the Environmental Protection Agency, which would be split among grants to promote environmental justice and grants under the Clean Air Act.
- **GAO:** The Government Accountability Office would receive \$77 million.
- **Oversight Committee:** The Pandemic Response Accountability Committee would receive \$40 million to oversee the use of Covid-19 relief funds. The panel is part of the Council of the Inspectors General on Integrity and Efficiency and includes IGs and acting IGs from around the government.
- **NIST:** \$150 million would be provided for the National Institute of Standards and Technology to fund research, development, and testbeds. There would be no cost-sharing requirements.
- **CPB:** It would provide \$175 million to the Corporation for Public Broadcasting to maintain services and preserve small and rural stations, including for grants to public telecommunications entities.
- **Fish & Wildlife:** The measure would provide \$95 million to the U.S. Fish and Wildlife Service, which would be used for wildlife inspections, care of captive endangered species, and research related to wildlife disease outbreaks.
- **Consumer Protection:** The measure would provide \$50 million for additional consumer product safety inspectors at U.S. ports of entry during the pandemic, with a particular focus on products related to Covid-19.
- **Customs User Fees:** The measure would extend certain customs user fees and rates for merchandise processing fees to Sept. 30, 2030, from Oct. 21, 2029.
- **Cybersecurity & IT Funds:** The package would provide:
  - \$1 billion for the General Services Administration's Technology Modernization Fund, which was established to upgrade federal agency IT systems.
  - \$650 million for the Homeland Security Department's Cybersecurity and Infrastructure Security Agency to mitigate cybersecurity risks.
  - \$200 million for the U.S. Digital Service, a White House unit that provides IT support to federal agencies.
  - \$150 million for the GSA's Federal Citizen Services Fund, which is used to support public access to federal information and services.

## **FOREIGN ASSISTANCE & STATE DEPARTMENT**

The measure's funding for foreign assistance and the State Department would include:

- \$3.75 billion for State Department HIV/AIDS prevention programs to address Covid-19, most of which would go to the Global Fund to Fight AIDS, Tuberculosis and Malaria.
- \$3.09 billion for U.S. Agency for International Development Covid-19 response and disaster relief.
- \$930 million for Covid-19 prevention and response, including activities to address the economic effects of the pandemic.
- \$905 million for USAID global health activities, including a contribution to a multilateral vaccine development partnership.
- \$580 million for multilateral assistance, including the United Nations' Global Humanitarian Response Plan for Covid-19. \$500 million for migration and refugee assistance.

# **American Rescue Plan Act of 2021**

## **Coronavirus State and Local Fiscal Recovery Funds Fact Sheet**

### **Summary**

The American Rescue Plan Act of 2021 creates new Coronavirus State and Local Fiscal Recovery Funds to keep first responders, frontline health workers, teachers, and other providers of vital services safely on the job as states, local governments, Tribes, and territories roll out vaccines and fight to rebuild Main Street economies. Funds are available until December 31, 2024.

Now that the legislation has been cleared by Congress, all matters of execution—including allocations of funding, regulations prescribing eligible uses of payments, and resolving matters of statutory ambiguity—will be determined by the guidance and regulations promulgated by the Secretary of the Treasury, which will be determinative.

What follows is a summary of the key aspects of the recovery funds, and describes the intent of the legislation, along with a preliminary understanding of how the Treasury will execute the proposals.

- States and the District of Columbia: \$195.3 billion
  - \$25.5 billion will be equally divided.
  - \$755 million will be allocated to make the District of Columbia whole after it did not receive a fair allocation under the CARES Act.
  - The remaining funds will be distributed based on the share of total unemployed workers.
  - If a state's combined state and local funding total is less than what they received under the CARES Act, the difference will be allocated to the state (this guarantees a minimum of \$1.25 billion for each state).
  - To the extent practicable, states and the District of Columbia will receive allocations from the Department of Treasury (Treasury) within 60 days of submitting a Certification of Need.
  - If Treasury decides that a payment to a State requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the State submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.
  
- Local governments: \$130.2 billion divided evenly between cities and counties
  - \$65.1 billion will be allocated to metropolitan cities.
    - \$45.57 billion will be allocated to municipalities with populations of generally at least 50,000 using a modified Community Development Block Grant formula and sent directly from Treasury to the city.

- \$19.53 billion will be allocated to municipalities with populations of generally fewer than 50,000 in states and territories, with allocations capped at 75% of the locality’s most recent budget as of January 27, 2020. Funds will be sent to the state to distribute to the local community based on population within 30 days of receipt unless an extension is granted. Even if granted an extension, States must distribute the funds to the local community not later than 120 days after they receive this funding for distribution or face monetary penalty, and cannot change the allocations or impose additional requirements.
  - \$65.1 billion will be allocated to counties based on population and sent directly from the Department of Treasury to the counties.
  - Funding will be distributed by Treasury in two tranches—one within 60 days of enactment to the extent practicable, and the second one year after the disbursement of the first tranche.
- Territories: \$4.5 billion
    - \$2.25 billion will be divided equally.
    - \$2.25 billion will be allocated based on population.
    - To the extent practicable, territories will receive allocations from Treasury within 60 days of submitting a Certification of Need.
    - If Treasury decides that a payment to a territory requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to the territory for up to 12 months from the date the certification of need is received. Such a withholding would not be required, and if the Territory submits a second certification of need, the Secretary would be required to release the withheld amount.
- Tribes: \$20 billion to federally recognized Tribal governments.
    - \$1 billion will be divided equally.
    - \$19 billion will be divided as determined by Treasury, which is expected to engage in Tribal consultation and to make use of data previously collected from Tribes to improve the distribution formula used in the CARES Act.
    - To the extent practicable, funding will be distributed by Treasury within 60 days of enactment.

In addition to these Funds, the law creates a new \$10 billion **Coronavirus Capital Projects Fund** for “critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease.” To implement this Fund, Treasury is required to establish a process of applying for grants within 60 days of enactment. The Fund will provide:

- \$100 million for each state, the District of Columbia, and Puerto Rico;
- \$100 million split equally between the Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, the Marshall Islands, Micronesia, and Palau;

- \$100 million split equally between Tribal governments and Hawaii, with each receiving a minimum of \$50,000; and
- The remaining \$4.7 billion will be distributed to states, the District of Columbia, and Puerto Rico as follows:
  - 50% based on population
  - 25% based on rural population
  - 25% based on household income that is below 150% of the poverty line

The law also creates an additional \$2 billion **Local Assistance and Tribal Consistency Fund** that will allocate \$750 million to eligible revenue sharing counties (defined to include the District of Columbia, Puerto Rico, Guam, and the Virgin Islands) and \$250 million to eligible Tribes for any government purpose other than lobbying. These funds will be distributed based on economic conditions of the recipient entities in fiscal years 2022 (beginning October 1, 2021) and 2023 (beginning October 1, 2022). Among other things, this fund is intended to assist counties currently reliant on the Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs, among other revenue sharing programs, but based on their real economic conditions rather than historic payments.

## **Frequently Asked Questions**

### **How can recipient governments use relief allocations from the State and Local Fiscal Recovery Funds?**

The Department of Treasury will issue guidance detailing its interpretation and implementation of eligible uses, but the statutory language specifically authorizes use of the funds. Each of the following is a separate allowable use of the funds for the recipient:

- To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to \$13 per hour above regular wages;
- For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency);
- To make necessary investments in water, sewer, or broadband infrastructure;

In addition, a recipient may transfer its allocation to a private nonprofit organization, Tribal organization, public benefit corporation involved in the transportation of passengers or cargo, or special-purpose unit of State or local government, if the recipient government so chooses. The recipient entity would need to use the funds consistent with the purposes listed above.

The recipient government must send Treasury periodic reports with a detailed accounting of the uses of the funds (States and territories must also provide all modifications to tax revenue sources since March 3, 2020).

The language explicitly prohibits funds from being deposited into a pension fund.

States and territories are also prohibited from using the funds to offset, either directly or indirectly, a tax cut made since March 3, 2021.

While the State and Local Fiscal Recovery Fund eligible uses are broader than those of the CARES Act Coronavirus Relief Fund, [guidance](#) previously released for the Coronavirus Relief Fund may provide insight into how Treasury may interpret and implement these American Rescue Plan provisions.

### **How will state and local governments receive the relief allocations?**

States and territories will receive their allocations within 60 days of submitting to Treasury a certification signed by an authorized officer that the funds are needed to respond to the pandemic and will be used in compliance with the eligible uses. If Treasury decides that a payment to a state requires additional justification, the Secretary could choose to withhold up to 50% of the allocation to each state and territory for up to 12 months from the date the certification of need is

received. Such a withholding would not be required, and if the state or territory submits a second certification of need, the Secretary would be required to release the withheld amount by the 12-month deadline.

Funding for counties, metropolitan cities, and nonentitlement units of local government (generally those under 50,000 inhabitants) will be separated into two tranches. To the extent practicable, Treasury is required to send out the first tranche (equal to 50% of the recipient's allocation) within 60 days of enactment, and the second tranche (the remaining 50%) not earlier than one year after the first disbursement. Counties, metropolitan cities, and nonentitlement units of local government are not required to submit a signed certification of need to Treasury.

Because it could take a full year for Treasury to calculate and disburse the allocations for nonentitlement units of local government, Treasury is instead required to send the amounts intended for those recipients to each state (including territories) within 60 days. States and territories would then have 30 days to disburse the funds to the nonentitlements based on population. Because of the potential administrative burden of evaluating the eligibility for all of these smaller localities, a state could, if necessary, ask Treasury for up to three extensions for distributing one or more of those allocations. The state or territory would need to justify why the extension is warranted, and would have no authority to change the amount of, or attach additional requirements to, the payments allocated to the intended local government recipients.

### **Why have the allocations on the estimates spreadsheet changed over time?**

- **States:** The bill was amended in the Senate to replace the minimum base payment to states of \$500 million with a total state- and local-level combined allocation equal to what the states received under the CARES Act, guaranteeing a minimum of \$1.25 billion for each state.
- **Counties:**
  - A correction was made to an error in the way the CDBG allocations were weighted across counties. This resulted in a greater number of urban counties receiving the CDBG markup (up to 14, from 11 previously) and a subsequent reduction in the amounts received by other counties.
  - A correction was made to a data sorting error that resulted in the wrong population inputs being used for roughly 3% of all counties.
- **Metropolitan Cities:**
  - A correction was made for an error in the way the CDBG allocations were weighted across metro cities. This resulted in increases in the projected assistance to each metropolitan city by about 9%.
  - Eligible metropolitan cities that did not receive a FY2020 CDBG award and were therefore left off initial runs were manually identified and added when possible.
- **Nonentitlement Units of Local Government:** The estimates gained more precision over time based on updates to how Treasury will calculate the nonentitlement allocation for each state, as well as a change to the definition of “nonentitlement unit of local government” to more accurately cover active local governments performing the functions of municipalities, as had been the intent. For example, the prior definition would have inadvertently made non-governmental entities eligible for allocations, which while

appropriate for the CDBG program, was not the policy intent of the state and local funding in the American Rescue Plan.

### **What will cause final allocations to differ from the estimates spreadsheet?**

- Interpretation and implementation decisions by the Department of Treasury, including the possibility of using the FY2021 CDBG formula for metro cities or 2020 population data for counties and nonentitlements (that data was not available at the time that the Congressional Research Service’s preliminary estimates were calculated).
- The cap on nonentitlement allocations at 75% of the entity’s most recent budget as of January 27, 2020. Congressional Research Service analysts do not have local budget information sufficient to calculate this cap, so it is not reflected in the estimates.
- Redistribution of funds from inactive counties to the local governments within the county.
- Potential addition of eligible metro cities that did not receive a FY2020 CDBG award and were therefore not included on the spreadsheet.
- Projected amounts for nonentitlements may be divided between more than one nonentitlement government to the extent that eligible nonentitlement governments have overlapping populations (for example, residents of a village government and town government in New York). In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government’s underlying population. Treasury guidance on how to distribute amounts for overlapping government will be determinative.

### **What if a city, town, village, or township is not included on the estimates spreadsheet?**

The updated spreadsheet is not a comprehensive list of eligible nonentitlement units of local government; rather, it uses publicly available data to estimate how Treasury might interpret the law.

The legislation defines “nonentitlement unit of local government” as either:

- (1) Any “municipality” (as defined by the Census) that is a city, county, town, township, parish, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, and American Samoa, or a general purpose political subdivision thereof; a combination of such political subdivisions that, except as provided in section 5306(d)(4) of this title, is recognized by the Secretary; and the District of Columbia.

or,

- (2) any non-municipality (as defined by the Census) that is a town or township and which:
  - (i) possesses powers and performs functions comparable to these associated with municipalities,



- (ii) is closely settled, and
- (iii) contains within its boundaries no incorporated places as defined by the United States Bureau of the Census which have not entered into cooperation agreements with such town or township to undertake or to assist in the undertaking of essential community development and housing assistance activities.

The Treasury Department will determine how this will be interpreted and implemented.

In cases where an eligible government does not appear on this list but another government representing some or all of its population is listed, the total estimate provided represents all of the nonentitlement funding attributable to the government's underlying population. Treasury will determine how such amounts are divided among such overlapping units of government.

### **What about cases where a local government appears more than once?**

The legislation provides for funding to cities (including both metro cities and nonentitlements) and counties to be separate and distinct. In cases where cities are also incorporated as counties, those governments should expect to receive funding both as a city and as a county.

However, any case where a local government is listed once as a city – either as both a metro city and a nonentitlement government, or twice as a nonentitlement government – is likely the product of error inherent in the estimating process. For any government that is listed as both a metro city and a nonentitlement government, the metro city estimate is likely to be more accurate. In cases where a government is listed more than once as a nonentitlement, any duplication should be ignored and the estimate should only be counted once, keeping in mind that some states have governments with identical names in different counties.



## Agenda Report

21-388

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Action on 2021 Senior Meal Program and Related Budget Amendment

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

At the 2021 Council Priority Setting Session, Council confirmed that its top priority is COVID-19 response and recovery efforts.

Shortly after the Shelter-in-Place order was issued by the County of Santa Clara Public Health Department on March 16, 2020, the City implemented two food distribution programs, one for youth and one for seniors. At that time, the City leveraged an existing relationship with Levy Premium Foods, the Convention Center food and beverage service provider, to prepare and package shelf-stable breakfasts and lunches.

The program for youth, entitled "Healthy Meals Santa Clara" distributed meals using a commodity point of distribution (CPOD) model at four (4) locations throughout the City from March 26, 2020 through May 28, 2020. In June 2020, the United States Department of Agriculture (USDA) issued waivers to its programs that allowed the school district to obtain food resources to support a grab and go program. As changes to the USDA guidelines allowed the school district to obtain food services resources for youth directly and at no cost to the City, the City ceased its operations.

Launched on March 20, 2020, the Senior Meal Program distributes weekend meal packages via CPOD model at the Senior Center to seniors who regularly attend the City's Monday through Friday Senior Nutrition Program and to homebound seniors. The homebound senior meal packages are delivered by members of the Santa Clara Fire Department. The Senior Meal Program remains on-going and additional funding is needed to continue program services.

The original purchase order of \$700,000 to support the City's meal programs was supported by private community donations and reallocation of General Fund dollars from the City Manager's Office budget.

#### DISCUSSION

As noted above, a purchase order in the amount of \$700,000 was established to support the City's meal programs. Healthy Meals Santa Clara distributed 105,100 meals for the period March 26, 2020 through May 28, 2020. As of February 28, 2021, the Senior Meal Program has distributed 54,668 meals. Total expenses to date are \$659,929, leaving approximately \$40,000 remaining.

While there have been reports of improved vaccination distribution and COVID-19 related data, the overall stabilization of COVID-19 remains not entirely known with still significant risk of the spread of virus variants and/or peaks . To this end, staff recommends the continuation of the Senior Meal Program through September 2021 which would require the allocation of additional funds in the amount of \$130,000.

**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**

In response to direction at the 2021 Council Priority Setting Session, staff recommends the allocation of \$130,000 from the General Fund Land Sale Reserve to support the Senior Meal Program. This program can be implemented with current staff capacity.

The following budget amendment is recommended to allocate General Fund Land Sale Reserve funds to the COVID-19 Relief Program appropriation in the Other City Departments Operating Grant Trust Fund to support this program.

	Budget Amendment FY 2020/21		
	Current	Increase/ (Decrease)	Revised
<u>General Fund</u>			
<u>Transfers To</u>			
Transfer to the Other City Departments Operating Grant Trust Fund	\$0	\$130,000	\$130,000
 <u>Reserves</u>			
Land Sale Reserve	\$24,250,767	(\$130,000)	\$24,120,767
 <u>Other City Departments Operating Grant Trust Fund</u>			
<u>Transfers From</u>			
General Fund	\$0	\$130,000	\$130,000
 <u>Expenditures</u>			
COVID-19 Relief Program	\$635,926	\$130,000	\$765,926

**COORDINATION**

This report has been coordinated with the City Manager’s Office and Finance Department.

## PUBLIC CONTACT

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

## RECOMMENDATION

1. Consistent with City Charter Section 1305, "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," approve the following FY 2020/21 budget amendments:

- A. In the General Fund, decrease the Land Sale Reserve by \$130,000 and increase the transfer to the Other City Departments Operating Grant Trust Fund by \$130,000 (five affirmative Council votes required for the use of unused balances); and
- B. In the Other City Departments Operating Grant Trust Fund, recognize the transfer from the General Fund in the amount of \$130,000 and increase the COVID-19 Relief Program appropriation by \$130,000 (five affirmative Council votes required to appropriate additional revenue).

2. Authorize the City Manager to increase a purchase order with Levy Premium Foods by \$130,000 for a total of \$830,000 for the weekend senior meal program in response to COVID-19 pandemic.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



## Agenda Report

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21-404

Agenda Date: 4/20/2021

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### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Request from the Stadium Manager for Authority to Execute Agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for Electrical Maintenance and Repair Services

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On February 26, 2021, the Stadium Manager submitted the attached Recommendation Memo, along with documents describing the Request for Proposal process that was followed to substantiate the recommendation for authority to execute agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for electrical maintenance and repair services. Each agreement is for a three-year term, with options to extend for two additional one-year periods (for a total of five years), with a not-to-exceed amount of \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 for the three-year term).

Stadium Authority staff had questions regarding the submittal, which were shared with the Stadium Manager. The Stadium Manager's response is attached and will be discussed as part of the Stadium Authority's corresponding agenda report (RTC #21-403).

#### ATTACHMENTS

1. Stadium Manager's Recommendation Memo
2. Agreement with Bear Electrical Solutions, Inc.
3. Agreement with Cupertino Electric, Inc.
4. Stadium Manager's Response to Stadium Authority Questions



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: February 19, 2021

To: Jim Mercurio  
Executive Vice President & General Manager

From: Jenti Vandertuig  
Procurement Lead

Subject: Recommendation for Award RFP FY20-0001 for Levi's Stadium On-Call  
Electrical Maintenance and Repair Services

**Recommendation**

Recommend approval and award contracts to Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. to perform on-call electrical maintenance and repair services at Levi's® Stadium (the "Stadium"), each for a three-year term, to commence on 3/1/2021 and expire on February 29, 2024 (dates may be adjusted based on Stadium Authority Board approval) with an option to extend for two additional one-year periods. The amount of the agreement shall not exceed \$250,000 per contract year. Total compensation, in the aggregate, shall not exceed \$750,000 over the three-year period. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this contract.

**RFP Process**

Forty Niners Stadium Management Company LLC ("Stadium Manager") provides management services for the Stadium on a continual, year around basis, including overseeing the day-to-day operations and maintenance of the Stadium. The Stadium is a 1.8 million square foot facility completed in 2014. It utilizes complex electrical components matching the size and age of the facility.

Stadium Manager determined that having a list of qualified, experienced bench of contractors to provide electrical and repair services at the Stadium on an on-call, "as needed," basis was necessary to provide the required management services. Therefore, it was determined that it would be in Stadium Manager's best interest to solicit proposals from contractors capable of handling a wide range of electrical repairs and establish term contracts.

On November 12, 2020, Stadium Manager issued Request for Proposals (RFP) to select qualified firms to provide electrical maintenance and repair services on an "as needed" basis. Stadium Manager published the RFP on BidSync, ([www.BidSync.com](http://www.BidSync.com)) a bid management tool. In addition, Stadium Manager's outreach included the following:

- Contacted firms that are known to provide the required services;

- Published the issuance of the RFP in the San Jose Mercury News and The Metro publication;
- Contacted the executives with the Minority Business Consortium to notify prospective proposers;
- Utilized the State of California Small Business Enterprise (SBE) list to reach out to local prospective proposers.

A non-mandatory pre-proposal conference was held on November 19, 2020 at 10:00 a.m. (PST) to facilitate an opportunity to clarify questions interested proposers had. The RFP allowed for questions and objections (Q&O) through November 25, 2020 by 5:00 p.m. (PST). On December 3, 2020, Stadium Manager publicly issued Addendum #1, providing answers to questions received during the pre-proposal conference and during the Q&O period. The RFP closed on December 15, 2020 at 3:00 p.m. (PST).

Four proposals were received, of which three were received on or before the RFP due date and time. One proposal was received after the RFP due date and time, resulting in a rejection, in accordance with Section 13 of the RFP. Proposals were received from the following firms:

1. Bear Electrical Solutions, Inc. of Alviso, CA
2. Cupertino Electric, Inc. of San Jose, CA
3. CBF Electric Data of San Francisco, CA
4. Peterson Power Systems of San Leandro, CA (late respondent)

### **Evaluation Process**

An evaluation committee (EC) consisting of subject matter experts was formed. An evaluators' guide outlining the roles and responsibilities of the EC was provided to each EC member to review and execute the following forms to ensure that there was no conflict of interest in evaluating the proposals:

- Proposal Evaluator Guidelines
- Confidentiality Agreement
- Conflict of Interest Disclosure Form

The EC evaluated the proposals utilizing the evaluation criteria as outlined in the RFP. CBF Electric Data was deemed to be non-responsive with the proposal responsiveness requirement; and therefore, was eliminated from the scoring process. Individual EC scores were utilized to compute an "average score," summarized below:

<b>Evaluation Criteria</b>	<b>Maximum</b>	<b>Bear Electrical Solutions, Inc.</b>	<b>Cupertino Electric, Inc.</b>
<b>Proposal Responsiveness</b>	<b>Pass/Fail</b>	<b>Pass</b>	<b>Pass</b>
<b>Experience</b>	35%	24.5%	28.0%
<b>Technical Capabilities</b>	35%	24.5%	35.0%
<b>Cost</b>	30%	24.0%	27.0%
<b>Total</b>	<b>100%</b>	<b>73.0%</b>	<b>90.0%</b>

Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. (each, a “vendor,” and collectively, the “Vendors”) were both determined to be within the competitive range, and each satisfied the requirements set forth in the RFP. Stadium Manager conducted clarification discussions with each vendor, separately, and addressed any questions both parties had. Stadium Manager was able to negotiate the percentage of mark up costs for materials and rental of equipment with the Vendors. All business, legal, and cost discussions were completed, in accordance with Section 15 of the RFP.

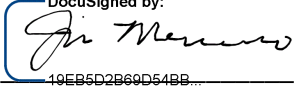
**Notice of Intended Award**

A notice of intended award (NOIA) was issued on January 28, 2021, announcing Stadium Manager’s recommended Vendors. The RFP process includes a ten-day protest period, which commenced with the issuance of the NOIA and ended on February 6, 2021. No protests were received.

**Submission of Post-Award Submittals**

The Vendors required the commencement date of the contract to issue the payment bond. Once Stadium Manager receives approval from the Stadium Authority Board, a firm contract commencement date will be finalized, at which time, each vendor will provide the requisite payment bond. As required, both Vendors submitted the Certificate of Insurance and the Labor Compliance Addendum. Risk Management reviewed the insurance certificates provided by the Vendors and identified specific sections the Vendors had to address. Risk Manager approved the resubmitted insurance certificates on February 19, 2021.

Submitted By:  \_\_\_\_\_ Date: 2/23/2021  
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Jenti Vandertuig, Procurement Lead

Approved By:  \_\_\_\_\_ Date: 2/24/2021  
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Jim Mercurio, Executive Vice President & General Manager



## FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

### LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Bear Electrical Solutions, Inc., a California Corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-7 Low Voltage Systems and C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")

- Sample Task Order Form (Exhibit “H”)
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid, if any

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit “H”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 2024], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor’s exclusive direction and

control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during

the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified

Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 **Cost of Compliance.** Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations



in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by

Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers

shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this

Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment

Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance

required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-

insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers

with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager

with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

**CONTRACTOR:**

Attn: Brent Paulson, Regional Manager  
Bear Electrical Solutions, Inc.  
Brent@Bear-Electrical.com



**STADIUM MANAGER:**

General Manager  
Forty Niners Stadium Management Company LLC  
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND BEAR ELECTRICAL SOLUTIONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the  
[\*\*INSERT DAY\*\*] day of [\*\*INSERT MONTH\*\*], [\*\*INSERT YEAR\*\*].

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

BEAR ELECTRICAL SOLUTIONS, INC.

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

**EXHIBIT "A"**  
**SCOPE OF WORK**

**A. SCOPE OF WORK**

Troubleshoot, repair, remove and install electrical equipment and components, typically found in a large sports stadium, rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

<b>Priority Level</b>	<b>Type</b>	<b>Response Time</b>
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
  - a. Power connections for electric-powered equipment;

- b. Circuit breaker replacement;
  - c. Disconnect replacement;
  - d. Fuse replacement;
  - e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
  - f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation and wire types;
  - g. Transformer removal and replacement;
  - h. Sub-panel removal and replacement;
  - i. Electrical devices, including receptacles, switches, etc. Repair, removal or replacement;
  - j. Motor, starters, controllers, and variable frequency drives. Repair, removal or replacement;
  - k. Automatic transfer switches;
  - l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Trouble shoot and repair; replace batteries as necessary;
  - m. Troubleshoot and repairs to back-up power systems;
  - n. Install or repair electric vehicle charging equipment;
  - o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
  - p. Work in electric duct banks; and
  - q. Fiber optic cable repair, replacement, installation.
2. Lighting and physical security work, including, but not limited to, the following:
- a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
  - b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
  - c. Ballast removal and replacement, including HID, fluorescent, etc.;
  - d. New lighting fixture installation, all types;
  - e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
  - f. Provision of temporary lighting, as necessary; and
  - g. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.
3. Testing & Maintenance:
- a. Arc Flash assessment;
  - b. Infrared inspection;
  - c. Coordination study;
  - d. Switch gear testing;
  - e. Emergency generator testing;
  - f. Power monitoring;
  - g. Motor control center cleaning; and
  - h. Ground fault testing.

## **B. GENERAL REQUIREMENTS**

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.
2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.
3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.
4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.
5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.
6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.
7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.
8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.
9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
  - a. Date of Service
  - b. Name of Technician(s)
  - c. Description of Service(s)
10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.
11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code

- requirements.
12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
  13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at <https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>
  14. Contractor shall maintain all necessary licenses to perform the work specified herein.
  15. Contractor shall be in compliance with applicable prevailing wage laws and the California Labor Code.
  16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
  17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
  18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings and all other project contract documents to the Stadium Manager.
  19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.
  20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

- a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
- b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.
- c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.
- d. Protect all adjacent surfaces as required by field conditions.

### **C. REGULATIONS AND STANDARDS**

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration (“OSHA”); National Electrical Code (“NEC”); National Fire Codes published by the National Fire Protection Association (“NFPA”); California Administrative Codes (“CAC”); Uniform Building Code (“UBC”); Uniform Plumbing Code (“UPC”); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor’s work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.



**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

Plans and Specifications shall be provided and made a part of each individual Task Order.

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

**EXHIBIT "D"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**BEAR ELECTRICAL SOLUTIONS, INC.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "E"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

---

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.



# Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual  
 Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)                       Limited  
    General
- Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## EXHIBIT "G"

### RATE SCHEDULE

	Billable Labor Rates	Straight Time/Weekday	Daily	Saturday	Sunday & Holiday
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$120.00	\$148.00	\$148.00	\$176.00
2	COMM & System Tech	\$128.00	\$161.00	\$160.00	\$195.00
3	Inside Wireman, Technician	\$182.00	\$230.00	\$230.00	\$275.00
4	Cable Splicer	\$195.00	\$250.00	\$250.00	\$305.00
5	Material Handler	\$101.00	\$125.00	\$125.00	\$145.00
6	Material Handler – Fourth Six Months	\$94.00	\$115.00	\$115.00	\$135.00
7	Material Handler – Third Six Months	\$90.00	\$107.00	\$107.00	\$125.00
8	Material Handler – Second Six Months	\$85.00	\$100.00	\$100.00	\$115.00
9	Material Handler – First Six Months	\$63.00	\$77.00	\$77.00	\$91.00
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$136.00	\$197.00	\$197.00	\$197.00
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$142.00	\$207.00	\$207.00	\$207.00
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$148.00	\$218.00	\$218.00	\$218.00
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$155.00	\$229.00	\$229.00	\$229.00
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$160.00	\$240.00	\$240.00	\$240.00
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$167.00	\$250.00	\$250.00	\$250.00
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

### **1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

### **2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

### **3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

**EXHIBIT "H"**  
**SAMPLE TASK ORDER FORM**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**TASK ORDER**

Task Order No.           

Contract: [INSERT NAME OF CONTRACT]

Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** [INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$           ,           .00

**Liquidated Damages for this Task Order:** \$XXX per day.

**Completion Date:**           , 20    

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**BEAR ELECTRICAL SOLUTIONS,  
INC.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

### LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and Cupertino Electric, Inc., a Delaware Corporation with its principal place of business at 1132 North Seventh Street, San Jose, CA 95112 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-7 Low Voltage Systems and C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Rate Schedule (Exhibit "G")



- Sample Task Order Form (Exhibit “H”)
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid, if any

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the “Work”). The type of Work to be provided is described in Exhibit “A” attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit “H”. All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit “C” attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/“Or Equal”. Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on [MONTH DAY, 2024], unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor’s exclusive direction and

control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during

the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified

Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 **Cost of Compliance.** Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations

in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the



Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by

Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 07 04 plus CG20 37 07 04, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers

shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this

Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment

Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance

required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-

insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers

with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager

with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

**CONTRACTOR:**

Attn: Geoffrey Nocon  
Cupertino Electric, Inc.  
Email: geoffey\_nocon@cei.com

**STADIUM MANAGER:**

General Manager  
Forty Niners Stadium Management Company LLC  
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.



3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND CUPERTINO ELECTRIC, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the  
[\*\*INSERT DAY\*\*] day of [\*\*INSERT MONTH\*\*], [\*\*INSERT YEAR\*\*].

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

CUPERTINO ELECTRIC, INC.

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

**EXHIBIT "A"**  
**SCOPE OF WORK**

**A. SCOPE OF WORK**

Troubleshoot, repair, remove and install electrical equipment and components, typically found in a large sports stadium, rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

<b>Priority Level</b>	<b>Type</b>	<b>Response Time</b>
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
  - a. Power connections for electric-powered equipment;
  - b. Circuit breaker replacement;
  - c. Disconnect replacement;
  - d. Fuse replacement;

- e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
  - f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation and wire types;
  - g. Transformer removal and replacement;
  - h. Sub-panel removal and replacement;
  - i. Electrical devices, including receptacles, switches, etc. Repair, removal or replacement;
  - j. Motor, starters, controllers, and variable frequency drives. Repair, removal or replacement;
  - k. Automatic transfer switches;
  - l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Trouble shoot and repair; replace batteries as necessary;
  - m. Troubleshoot and repairs to back-up power systems;
  - n. Install or repair electric vehicle charging equipment;
  - o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
  - p. Work in electric duct banks; and
  - q. Fiber optic cable repair, replacement, installation.
2. Lighting and physical security work, including, but not limited to, the following:
- a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
  - b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
  - c. Ballast removal and replacement, including HID, fluorescent, etc.;
  - d. New lighting fixture installation, all types;
  - e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
  - f. Provision of temporary lighting, as necessary; and
  - g. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.
3. Testing & Maintenance:
- a. Arc Flash assessment;
  - b. Infrared inspection;
  - c. Coordination study;
  - d. Switch gear testing;
  - e. Emergency generator testing;
  - f. Power monitoring;
  - g. Motor control center cleaning; and
  - h. Ground fault testing.

## **B. GENERAL REQUIREMENTS**

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.
2. All work schedules must be approved in writing by the Stadium Manager prior to

commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.
4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.
5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.
6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.
7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.
8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.
9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
  - a. Date of Service
  - b. Name of Technician(s)
  - c. Description of Service(s)
10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.
11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code requirements.
12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order

updates can be accessed online at  
<https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>

14. Contractor shall maintain all necessary licenses to perform the work specified herein.
15. Contractor shall be in compliance with applicable prevailing wage laws and the California Labor Code.
16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings and all other project contract documents to the Stadium Manager.
19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.
20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.
21. The Contractor shall perform the following to ensure a clean, safe work site:
  - a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
  - b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

- c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.
- d. Protect all adjacent surfaces as required by field conditions.

### **C. REGULATIONS AND STANDARDS**

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration (“OSHA”); National Electrical Code (“NEC”); National Fire Codes published by the National Fire Protection Association (“NFPA”); California Administrative Codes (“CAC”); Uniform Building Code (“UBC”); Uniform Plumbing Code (“UPC”); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor’s work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

Plans and Specifications shall be provided and made a part of each individual Task Order.



## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

**EXHIBIT "D"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**CUPERTINO ELECTRIC, INC.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "E"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

---

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## EXHIBIT "G"

### RATE SCHEDULE

	Billable Labor Rates	Straight Time/Weekday	Daily	Saturday	Sunday & Holiday
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$104.71	\$139.93	\$175.72	\$175.72
2	COMM & System Tech	\$113.82	\$152.09	\$191.00	\$191.00
3	Inside Wireman, Technician	\$162.76	\$217.64	\$273.43	\$273.43
4	Cable Splicer	\$211.60	\$282.93	\$355.48	\$355.48
5	Material Handler	\$98.77	\$131.05	\$162.81	\$162.81
6	Material Handler – Fourth Six Months	\$80.71	\$107.24	\$133.21	\$133.21
7	Material Handler – Third Six Months	\$71.82	\$95.29	\$118.39	\$118.39
8	Material Handler – Second Six Months	\$62.85	\$83.40	\$103.61	\$103.61
9	Material Handler – First Six Months	\$53.86	\$71.46	\$88.79	\$88.79
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$105.79	\$141.45	\$177.74	\$177.74
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$113.93	\$152.34	\$191.41	\$191.41
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$122.08	\$163.22	\$205.07	\$205.07
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$130.22	\$174.09	\$218.75	\$218.75
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$138.34	\$184.98	\$232.41	\$232.41
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$146.49	\$195.86	\$246.09	\$246.09
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 13%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 13%				

### **1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are “minor” materials actually “consumed” during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor’s “cost” (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an “emergency” task order, then this requirement may be waived if Stadium Manager so authorizes.

### **2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor’s actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor’s overall Overhead and Profit mark-up, which is a component of the Contractor’s billable hourly rates described above.

### **3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

**EXHIBIT "H"**  
**SAMPLE TASK ORDER FORM**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**TASK ORDER**

Task Order No. [REDACTED]

Contract: [INSERT NAME OF CONTRACT]

Contractor: CUPERTINO ELECTRIC, INC.

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** [INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Liquidated Damages for this Task Order:** \$XXX per day.

**Completion Date:** [REDACTED], 20 [REDACTED]

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**CUPERTINO ELECTRIC, INC.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**From:** [Mercurio, Jim](#)  
**To:** [Christine Jung](#); [Compliance Manager](#)  
**Cc:** [Deanna Santana](#); [Brian Doyle](#); [Kenn Lee](#)  
**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts  
**Date:** Wednesday, April 7, 2021 3:44:11 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Hi Christine:

Please see answers below to your questions re: on-call electrical repairs:

- The collective not-to-exceed amount of \$500,000/year for on-call services seems high. Please provide the Stadium Manager's (1) spend rate for past fiscal years to support on-call services at this level and (2) proposed on-call electrical repair and maintenance services for the proposed three fiscal years to understand how the \$500,000/year will be spent.
- The two on-call repair contracts are "not-to exceed" \$250K each annually. There is no commitment to spend \$500K annually. Indeed, we expect the annual cost will be less than that in most years. We decided it was prudent to have two contracts with two separate contractors to cover situations where one of the contractors is not available for whatever reason, and to provide an opportunity for some competition on individual task orders. The contractors bill on a time and material basis on an as-needed basis, which will be defined in a project task order.
- For FY21, we anticipate the following task orders (all of which are within the FY21 budget):
  - Testing of the Primary Main Switch Gear and Primary Switch Gear, - \$200,000
  - 480V Distribution Equipment Clean and Torque - \$50,000
  - Inspection and Testing of Emergency Inverter - \$7,000
  - Building Controls Service and Support – \$39,000
  - There is also an allowance miscellaneous unanticipated repairs for electrical equipment, security low voltage systems, fire alarm low voltage systems and other general equipment in the FY 2021/22 budget. - \$24,000
- Prior years' spend for electrical repair/maintenance was relatively low as the building was new construction in 2014. Lower costs in these earlier years were due to warranty protection, and general low cost associated with maintaining new equipment. However, Industry best practices require testing and maintenance of the major electrical equipment for the first time in the equipment life cycle between years five and ten.
- For FY22 and FY23 the expected spend will be determined as part of the budgeting process for those fiscal years.
- Did the Stadium Manager enter into a contract with BidSync for e-procurement services? The Stadium

Authority Procurement Policy requires that all service agreements require Board approval, regardless of cost, and the documentation references the use of BidSync.

- Yes, Stadium Manager entered into a contract with BidSync (periscope), but that contract was on behalf of StadCo, not the SCSA. Ultimately, we decided to discontinue the use of the Bid Sync product. There was no cost to the SCSA for the use of BidSync.
- Please let us know where the funds for these services are budgeted.
  - Budgeted in the FY 21 Engineering Outside Services line item.
- What is the Stadium Manager's basis for selecting a vendor to perform the services? E.g., will there be a primary vendor and a back-up? How will both vendors be used?
  - There will not be a primary and back-up contractor. We anticipate approaching both contractors and requesting quotes for the defined scope of work per each task order. We will evaluate which contractor will be awarded the work based on the contractor's response, availability, cost and expertise. As our experience with the two contractors evolves, we may conclude that one is better suited for particular types of task orders.

We look forward to having this item included on the April 20 agenda calendar.

JIM

**JIM MERCURIO**

Executive Vice President & General Manager  
**Forty Niners Stadium Management Company**  
T 408.562-4944 | M 650 642-4909  
Levi's® Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054



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**#FTTB**  
**[49ers.com](http://49ers.com)**

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**From:** Christine Jung <CJung@SantaClaraCA.gov>  
**Sent:** Wednesday, March 31, 2021 2:40 PM  
**To:** Mercurio, Jim <jim.mercurio@49ers.com>; Compliance Manager <compliance@49ers-smc.com>  
**Cc:** Deanna Santana <DSantana@SantaClaraCA.gov>; Brian Doyle <BDoyle@SantaClaraCA.gov>; Kenn Lee <KLee@SantaClaraCA.gov>  
**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts



Hi Jim,

We would like to push the on-call electrical repair agreements to the April 20 meeting since there are no other agenda items scheduled for April 13. This will save the Stadium Authority money since holding a Board meeting for one consent item is not cost effective.

We appreciate your understanding and hope to finalize the report as soon as we receive your responses.

Thank you,  
Christine

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**From:** Christine Jung  
**Sent:** Monday, March 29, 2021 11:36 AM  
**To:** Mercurio, Jim <[jim.mercurio@49ers.com](mailto:jim.mercurio@49ers.com)>; Compliance Manager <[compliancemanager@49ers-smc.com](mailto:compliancemanager@49ers-smc.com)>  
**Cc:** Deanna Santana <[DSantana@SantaClaraCA.gov](mailto:DSantana@SantaClaraCA.gov)>; Brian Doyle <[BDoyle@SantaClaraCA.gov](mailto:BDoyle@SantaClaraCA.gov)>; Kenn Lee <[KLee@SantaClaraCA.gov](mailto:KLee@SantaClaraCA.gov)>  
**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts

Hi Jim,

I'm following up on the status of the Stadium Manager's response to our questions about the on-call electrical repair agreements. Please provide your responses by this Thursday, April 1 so that we can include them in the final agenda report.

Thank you,  
Christine

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**From:** Christine Jung  
**Sent:** Thursday, March 18, 2021 12:12 PM  
**To:** Mercurio, Jim <[jim.mercurio@49ers.com](mailto:jim.mercurio@49ers.com)>; Compliance Manager <[compliancemanager@49ers-smc.com](mailto:compliancemanager@49ers-smc.com)>  
**Cc:** Deanna Santana <[DSantana@SantaClaraCA.gov](mailto:DSantana@SantaClaraCA.gov)>; Brian Doyle <[BDoyle@SantaClaraCA.gov](mailto:BDoyle@SantaClaraCA.gov)>; Kenn Lee <[KLee@SantaClaraCA.gov](mailto:KLee@SantaClaraCA.gov)>  
**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts

Hi Jim,

Based on our conversation this morning, the Stadium Manager confirmed that it was fine to move the on-call electrical repair agreements to early April. We are including them as part of the April 13 agenda since that is a scheduled Stadium Authority Board meeting.

Please provide your responses soon so we can finalize the report.

Thank you,  
Christine

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**From:** Christine Jung  
**Sent:** Monday, March 15, 2021 3:12 PM  
**To:** Mercurio, Jim <[jim.mercurio@49ers.com](mailto:jim.mercurio@49ers.com)>; Compliance Manager <[compliancemanager@49ers-smc.com](mailto:compliancemanager@49ers-smc.com)>

[smc.com](http://smc.com)>

**Cc:** Deanna Santana <[DSantana@SantaClaraCA.gov](mailto:DSantana@SantaClaraCA.gov)>; Brian Doyle <[BDoyle@SantaClaraCA.gov](mailto:BDoyle@SantaClaraCA.gov)>;  
Kenn Lee <[KLee@SantaClaraCA.gov](mailto:KLee@SantaClaraCA.gov)>

**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts

Hi Jim,

Our goal is to get the two on-call electrical repairs service agreements on the March 23 agenda for Board consideration. We have questions on the following items that will be included as part of the agenda report.

- The collective not-to-exceed amount of \$500,000/year for on-call services seems high. Please provide the Stadium Manager's (1) spend rate for past fiscal years to support on-call services at this level and (2) proposed on-call electrical repair and maintenance services for the proposed three fiscal years to understand how the \$500,000/year will be spent.
- Did the Stadium Manager enter into a contract with BidSync for e-procurement services? The Stadium Authority Procurement Policy requires that all service agreements require Board approval, regardless of cost, and the documentation references the use of BidSync.
- Please let us know where the funds for these services are budgeted.
- What is the Stadium Manager's basis for selecting a vendor to perform the services? E.g., will there be a primary vendor and a back-up? How will both vendors be used?

Please provide the Stadium Manager's responses as soon as possible but no later than 12pm this Wednesday, March 17 so that we can incorporate them into the final report.

Sincerely,

**Christine Jung | Assistant to the Executive Director**

1500 Warburton Avenue | Santa Clara, CA 95050

D: 408.615.2218 | [www.santaclaraca.gov/scsa](http://www.santaclaraca.gov/scsa)

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**From:** Mercurio, Jim <[jim.mercurio@49ers.com](mailto:jim.mercurio@49ers.com)>

**Sent:** Monday, March 15, 2021 12:31 PM

**To:** Deanna Santana <[DSantana@SantaClaraCA.gov](mailto:DSantana@SantaClaraCA.gov)>; Christine Jung <[CJung@SantaClaraCA.gov](mailto:CJung@SantaClaraCA.gov)>;  
Brian Doyle <[BDoyle@SantaClaraCA.gov](mailto:BDoyle@SantaClaraCA.gov)>; Kenn Lee <[KLee@SantaClaraCA.gov](mailto:KLee@SantaClaraCA.gov)>; Compliance  
Manager <[compliancemanager@49ers-smc.com](mailto:compliancemanager@49ers-smc.com)>

**Subject:** RE: Recommendation for Award for the On-Call Electrical Repair contracts

Hi Deanna:

I wanted to follow up on this item. When can we expect approval of these repair contracts?

Thanks,

JIM

**JIM MERCURIO**

Executive Vice President & General Manager

**Forty Niners Stadium Management Company**

T 408.562-4944 | M 650 642-4909

Levi's® Stadium

4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054



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**#FTTB**  
[49ers.com](http://49ers.com)

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**From:** Mercurio, Jim  
**Sent:** Friday, February 26, 2021 2:22 PM  
**To:** Deanna Santana <[DSantana@SantaClaraCA.gov](mailto:DSantana@SantaClaraCA.gov)>; 'Christine Jung' <[CJung@SantaClaraCA.gov](mailto:CJung@SantaClaraCA.gov)>; Brian Doyle <[BDoyle@SantaClaraCA.gov](mailto:BDoyle@SantaClaraCA.gov)>; Kenn Lee <[KLee@SantaClaraCA.gov](mailto:KLee@SantaClaraCA.gov)>; Compliance Manager <[compliancemanager@49ers-smc.com](mailto:compliancemanager@49ers-smc.com)>  
**Subject:** Recommendation for Award for the On-Call Electrical Repair contracts

Hi Deanna:

Attached is the Recommendation for Award for the On-Call Electrical Repair contracts.

The supporting documentation can be downloaded here:

[REDACTED]

Password: [REDACTED]

Please note that the exhibits to the contracts, submitted as pre and post award submittals, will be assembled after we determine the commencement dates, which will depend on the date of SCSA approval.

Please let me know when the contracts are approved for execution.

Thanks.

JIM

**JIM MERCURIO**  
Executive Vice President & General Manager  
**Forty Niners Stadium Management Company**  
T 408.562-4944 | M 650 642-4909  
Levi's® Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054



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**[49ers.com](http://49ers.com)**



## Agenda Report

21-403

Agenda Date: 4/20/2021

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### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Report from the Stadium Authority Regarding the Stadium Manager's Request to Execute Agreements with Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. for Electrical Maintenance and Repair Services

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, Forty Niners Stadium Management Company, LLC (ManCo), is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Management Agreement between ManCo and the Stadium Authority. Electrical maintenance and repairs are required to maintain Levi's Stadium.

The Stadium Manager is requesting approval to execute agreements with two vendors, Bear Electrical Solutions, Inc. (Bear Electrical Solutions) and Cupertino Electric, Inc. (Cupertino Electric). Each agreement is for a three-year term, with options to extend for two additional one-year periods (for a total of five years), and a not-to-exceed amount of \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 for the three-year term). Combined, the request is for a not-to-exceed amount of \$1.5 million, which is subject to the Board's funding approval as part of the annual budgeting process.

Chapter 17.30.070 of the City Code states that, "Except for reserved purchase order numbers assigned by the purchasing officer, the purchasing officer shall not issue any purchase order or award any contract for supplies, materials, or equipment unless there exists an unencumbered appropriation in the proper account of the Stadium Authority to which the purchase is to be charged." However, the agreements do include language that total compensation shall not exceed \$250,000 per contract year and the term for subsequent fiscal years is conditioned upon the Stadium Authority budget for the applicable fiscal year that includes the amounts due under the agreements.

## DISCUSSION

Stadium Authority staff reviewed the supporting Request for Proposal (RFP) documents for this scope of work and agreements with Bear Electrical Solutions and Cupertino Electric, and sent questions to the Stadium Manager for response. While the supporting documents for this service are in order, staff requested clarification on the items below to understand whether the contract amounts are appropriate, how the services will be funded, and the Stadium Manager's procurement approach for using the two vendors. The Stadium Authority's questions and the Stadium Manager's responses are below:

SCSA Q1: The collective not-to-exceed amount of \$500,000/year for on-call services seems high. Please provide the Stadium Manager's (1) spend rate for past fiscal years to support on-call services at this level and (2) proposed on-call electrical repair and maintenance services for the proposed three fiscal years to understand how the \$500,000/year will be spent.

Stadium Manager Q1 Response: The two on-call repair contracts are "not-to exceed" \$250K each annually. There is no commitment to spend \$500K annually. Indeed, we expect the annual cost will be less than that in most years. We decided it was prudent to have two contracts with two separate contractors to cover situations where one of the contractors is not available for whatever reason, and to provide an opportunity for some competition on individual task orders. The contractors bill on a time and material basis on an as-needed basis, which will be defined in a project task order.

For FY21, we anticipate the following task orders (all of which are within the FY21 budget):

- Testing of the Primary Main Switch Gear and Primary Switch Gear, - \$200,000
- 480V Distribution Equipment Clean and Torque - \$50,000
- Inspection and Testing of Emergency Inverter - \$7,000
- Building Controls Service and Support - \$39,000
- There is also an allowance miscellaneous unanticipated repairs for electrical equipment, security low voltage systems, fire alarm low voltage systems and other general equipment in the FY 2021/22 budget. - \$24,000

Prior years' spend for electrical repair/maintenance was relatively low as the building was new construction in 2014. Lower costs in these earlier years were due to warranty protection, and general low cost associated with maintaining new equipment. However, Industry best practices require testing and maintenance of the major electrical equipment for the first time in the equipment life cycle between years five and ten.

For FY22 and FY23 the expected spend will be determined as part of the budgeting process for those fiscal years.

SCSA Q2: Did the Stadium Manager enter into a contract with BidSync for e-procurement services? The Stadium Authority Procurement Policy requires that all service agreements require Board approval, regardless of cost, and the documentation references the use of BidSync.

Stadium Manager Q2 Response: Yes, Stadium Manager entered into a contract with BidSync (periscope), but that contract was on behalf of StadCo, not the SCSA. Ultimately, we decided to discontinue the use of the Bid Sync product. There was no cost to the SCSA for the use of BidSync.

SCSA Q3: Please let us know where the funds for these services are budgeted.

Stadium Manager Q3 Response: Budgeted in the FY 21 Engineering Outside Services line item.

SCSA Q4: What is the Stadium Manager's basis for selecting a vendor to perform the services? E.g., will there be a primary vendor and a back-up? How will both vendors be used?

Stadium Manager Q4 Response: There will not be a primary and back-up contractor. We anticipate approaching both contractors and requesting quotes for the defined scope of work per each task order. We will evaluate which contractor will be awarded the work based on the contractor's response, availability, cost and expertise. As our experience with the two contractors evolves, we may conclude that one is better suited for particular types of task orders.

It is important to note that the Stadium Manager and the RFP originally described the work as "on-call" services. "On-call" agreements are used for unanticipated needs and to have flexibility of available resources to respond quickly to service need. However, the Stadium Manager's responses and the agreements' scope of work reflect general electrical maintenance and repair services, which is different from the scope originally characterized. Except for the need for more transparency on what the actual scope will be for these agreements, there is no other concern with this change since on-call work can be classified as general services.

It appears that the Stadium Manager is setting up master agreements for electrical maintenance and repair services with these two vendors. It is also important to note that when asked who is currently performing this work, the Stadium Manager does confirm in writing through the RFP's Q&A process that, "We do not have an on-call electrical maintenance and repair services agreement with any vendor currently." This is yet another example of the lack of standard of care for maintenance of the Stadium, as a facility of this scale and size should have these important services in place for proactive maintenance, repairs, and on-call services when needed.

Stadium Authority staff previously recommended this solution to the Stadium Manager to expedite general service work, which models the City's practice of having master agreements in place with pre-approved vendors for various services. The Stadium Manager's vendor selection process, which is described in detail under their response to Q4, is sufficient for determining which vendor to award a task order to. The Stadium Manager should consistently follow the described process to ensure that there is competition and the Stadium Authority receives the best pricing possible.

The Stadium Authority will require full supporting documentation including compliance with prevailing wage laws, if applicable, before releasing public funds upon completion of work at the Stadium. Additionally, the Stadium Manager should work to improve the quality of documentation to

demonstrate the proper use of public funds (e.g., improved invoicing, details of expenditures, proper verification, etc.).

### 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(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 or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

### FISCAL IMPACT

There are sufficient funds in the FY 2021/22 Legal Contingency to cover the not-to-exceed amount of \$500,000 for the first contract year for the service agreements with Bear Electrical Solutions and Cupertino Electric. The Executive Director will approve a budget amendment to reallocate \$500,000 of funds from the Legal Contingency to the Stadium Manager Shared Expenses Engineering line item upon approval of staff’s recommendations. Delegation of budget amendment authority for Stadium Manager Shared Expenses from the Legal Contingency was included in the approval of the FY 2021/22 Adopted Budget on March 23, 2021.

### COORDINATION

This report has been coordinated with the City’s Purchasing Manager and the Stadium Authority Counsel and Treasurer’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.

### ALTERNATIVES

1. Approve the Stadium Manager’s request for authority to execute an agreement with Bear Electrical Solutions, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
2. Approve the Stadium Manager’s request for authority to execute an agreement with Cupertino Electric, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager;
3. Do not approve the Stadium Manager’s request for authority to execute an agreement with Bear Electrical Solutions, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 for the initial three-year term);
4. Do not approve the Stadium Manager’s request for authority to execute an agreement with Cupertino Electric, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 for the initial three-year term); or,



5. Any other direction from the Board.

**RECOMMENDATION**

1. Approve the Stadium Manager's request for authority to execute an agreement with Bear Electrical Solutions, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager; and
2. Approve the Stadium Manager's request for authority to execute an agreement with Cupertino Electric, Inc. in an amount not-to-exceed \$250,000 per contract year (for a total not-to-exceed amount of \$750,000 over the initial three-year term), subject to budget appropriations for every contract year, and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



## Agenda Report

21-1156

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Patrick Henry Drive Specific Plan Study Session

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### EXECUTIVE SUMMARY

The City formally commenced preparation of a Specific Plan for the Patrick Henry Drive (PHD) area following the City Council's approval of a contract on August 22, 2018 with planning consultants, Moore Iacofano Goltsman, Inc. (MIG). The Specific Plan will serve as an implementation tool for the City's 2010-2035 General Plan. The Patrick Henry Drive Specific Plan area is designated as a Phase III Future Focus Area for high-density residential development in the General Plan. Preparation of the Specific Plan will establish new General Plan land use designations, land use and urban design policies, amenities, and infrastructure to support the redevelopment of the PHD area from low-intensity office and industrial park use into a high-density, mixed use neighborhood.

The City Council has provided a significant amount of direction to staff to guide the preparation of the Specific Plan over the past four years. Preparation of the Patrick Henry Drive Specific Plan is entering the final phase and a Draft of the Specific Plan has been released for public review (Attachment 1). The Draft Specific Plan follows the direction provided by the City Council as well as public input received through community meetings and close coordination with a stakeholder group.

Input was received from community members most recently at a community meeting on March 11, 2021. Staff have also been meeting regularly with a stakeholder group composed of property owners and proposed developers to work through details of the Plan contents and its implementation (Attachment 2). Development of the contents of the Specific Plan has also been directed through prior City Council meetings and informed through the City's experience with the development and implementation of the Tasman East Specific Plan.

The purpose of the study session is to provide the City Council with an overview of the Draft Patrick Henry Drive Specific Plan, answer City Council questions and receive City Council input on the final phase of the Plan preparation. City Council consideration of the Draft Plan for adoption is scheduled for later this year.

#### BACKGROUND

The Patrick Henry Drive Specific Plan Area is approximately 76 acres located at the western boundary of the City of Santa Clara at Calabazas Creek, bounded generally by the Hetch-Hetchy right-of-way to the north, Great America Parkway to the east, and Mission College Boulevard to the south. The City of Sunnyvale lies to the west, across Calabazas Creek. Immediately to the north of

the Hetch-Hetchy right-of-way is the former Yahoo! Campus, now owned by Kylli. The Tasman Drive light rail line is approximately ten minutes walking distance from any portion of the Patrick Henry Focus Area, and public transit is also available on Great America Parkway. The Patrick Henry Drive area contains 17 light industrial properties and three public streets, with access to Great America Parkway and Mission College Boulevard. The building stock in the Patrick Henry Drive area consist mostly of one and two-story concrete tilt-up industrial buildings built in the late 1970s and early 1980s, with a series of distinctive four-story concrete buildings along the east side of Old Ironsides Drive.

#### Prior Council Actions

The Council first provided direction to guide preparation of the Specific Plan in July 2017 when the City Council directed staff to commence preparation of Specific Plans and approved specific language to include in a Request for Proposals (RFP) for a consultant to support the process. Additional actions taken by the City Council include the following:

- July 17, 2018 - City Council authorized the City Manager to execute a professional services contract with MIG, Inc. for the Patrick Henry Drive Specific Plan for a not-to-exceed amount of \$811,502, subject to execution of a funding agreement between the Patrick Henry Drive developers and the City. As part of the action the City Council reviewed the proposed scope for the Specific Plan.
- April 9, 2019 - City Council reviewed proposed objectives for the Specific Plan and directed staff to proceed.
- December 10, 2019 - City Council reviewed a detailed project description for the Patrick Henry Drive Specific Plan prior to the City's issuance of a Notice of Preparation (NOP) for the project.
- December 17, 2019 - City Council adopted a Resolution supporting the Establishment of the Patrick Henry Drive area as one of six new ABAG/MTC Priority Development Areas.
- April 28, 2020 - City Council accepted a proposed land use plan, land use designations, circulation plan, and parkland and open space plan as the basis for preparation of an Environmental Impact Report (EIR) for the Specific Plan.
- December 16, 2020 - City Council approved an expansion of the contract with consultant MIG to expand the scope of analysis in the EIR to include a land plan without a Mission College roadway connection.

#### July 2017: Objectives identified in the RFP

The City's key objectives for the Patrick Henry Drive and Freedom Circle Specific Plans were identified in the RFP as follows:

- Placemaking: the Plan should support the development of a complete neighborhood that incorporates public and private amenities, including parklands and other open spaces, along with services, organized into an attractive, walkable urban environment.
- Equity: the Plan should distribute the anticipated future costs and benefits of new development among property owners in an equitable manner.
- Feasibility: the Plan should include a land use plan and implementation tools as necessary to

provide for a straight-forward, streamlined implementation process.

- **Economic Sustainability:** preparation of the Plan should include an analysis of the economic and fiscal impacts of the conversion of land from commercial/industrial to residential use and an evaluation of potential off-setting conversion of other existing commercial/industrial lands designated for future residential use within the General Plan. The Plan should also consider the retention of key industrial or commercial sites within the Plan area to maximize the overall economic benefit of future land uses and to produce a complete community.

#### April 2019: City North Planning Principles

The City Council had previously expressed an interest in coordinated planning policies for the Patrick Henry Drive Specific Plan, Freedom Circle Focus Area and other projects in the North Santa Clara area and in April 2019 reviewed the following principles for guiding future land use decisions throughout this area:

- **Urban Scale:** Develop City North as Santa Clara's first large-scale urban-style district, including high-density housing and multiple job centers connected by innovative and/or dynamic transportation infrastructure and walkable streets.
- **Polycentric District:** Develop City North as an interconnected network of districts that have multiple activity centers. Each district will support a unique mix of land uses that complements its neighboring areas.
- **Complete Neighborhoods:** Provide within each neighborhood in City North a mix of core community uses so that Santa Clara residents can easily access places to live, work and play. Plan sufficient school facilities and other public facilities to fully meet the needs of the projected future population.
- **Innovative Multi-Modal Mobility:** Establish a street network flexibly designed to accommodate a balanced mix of travel modes including walking, cycling, driving, and transit. City North will incorporate innovative strategies to provide additional mobility options and support transit use including a districtwide Transportation Management Association (TMA).
- **Human-Scale Public Realm:** Promote a pedestrian-oriented, human-scaled environment within the public realm that links one neighborhood to another.
- **Compatibility:** Provide transitions between new development areas and adjacent land uses that address changes in use and density and provide for new connections where opportunities are available.

#### April 2019: Planning Objectives for Patrick Henry Drive and Freedom Circle

At the April 2019 City Council meeting the Council also reviewed the following objectives applicable to both the Patrick Henry Drive and Freedom Circle areas:

- **Neighborhood Planning:** Establish new land use designations customized for the plan area; frameworks for the development of parks and open spaces, circulation, urban design; an infrastructure plan with funding strategies, design criteria and guidelines for buildings, streets and open spaces; and implementation plans.
- **Commercial Development:** Strategically locate retail nodes throughout plan areas. All new residential development should be within a 10-minute walk of at least 20,000 square feet of neighborhood serving commercial uses.
- **Parkland and Open Space:** Establish a parkland dedication standard (consistent with the recently developed Tasman East Specific Plan) which requires a minimum of 22 percent of total developable land be allocated to programmable public parkland and other open space amenities. A maximum of 50 percent of this total dedication may be developed in the form of

private open space, with the remainder required to be dedicated as programmable public parkland. Applicants will also be required to comply with the Parkland Dedication Ordinance, including payment of fees equivalent to the total obligation identified in City Code Chapter 17.35. Include privately owned publicly accessible spaces throughout new development to provide additional open space amenities and support placemaking.

- **Community Amenities:** Identify a location for a new public school, branch library and publicly accessible community meeting spaces. Locate the school with connections to open space areas. Consider a range of library types, such as siting a new urban library on the ground floor of a mixed-use development or locating a library within a new park. Create new meeting spaces which would be accessible during evening and weekend hours for public use. Evaluate the potential for a new community center.
- **Infrastructure:** Develop an infrastructure plan and associated funding plan that ensure infrastructure will be adequate to support planned uses, densities and intensities. The infrastructure plan will ensure orderly, efficient provision of infrastructure and establish an equitable structure through which improvements will be funded.
- **Walkability:** Repurpose and redesign existing rights-of-way to provide a human-scale, multi-modal environment with greatly enhanced pedestrian facilities.
- **Affordability:** Require 15 percent of all residential units developed to be made affordable to households at or below 80 percent of area median income (AMI). The Specific Plans include the conversion of industrial and commercial lands to residential uses, which have higher market land value, supporting a higher standard for the delivery of affordable units than seen Citywide. While the City's Affordable Housing Ordinance requires 15 percent of residential units to be developed as affordable, the affordability of the units is set at 100 percent of AMI. Creating an 80 percent AMI affordability requirement for affordable units produced in the Specific Plans will diversify the City's affordable housing inventory and create opportunities for households with lower income levels.

#### April 2019: Planning Objectives for Patrick Henry Drive

Also, at the April 2019 meeting the Council reviewed the following objectives for the Patrick Henry Drive area:

- Establish land use policies that allow the transformation of the area from office and light industrial uses to a high-density residential urban neighborhood.
- Support high density land use, with some mixed-use buildings to provide neighborhood- and site-serving retail and community amenities.
- Provide approximately 4,500 - 5,000 residential units with estimated densities ranging from 85 - 200 du/acre.
- Allow a range of building heights between 5 and 25 stories, with lower height buildings planned along the western edge of the plan area.
- Provide a primary public park centrally located within the plan area, connected to a central north-south greenway, and supported by plazas and other smaller scale open space areas.
- Increase east-west and north-south non-vehicular connectivity options, including a new "slow street" connecting to the 3005 Democracy Way (Kylli) Project and VTA service to the north that emphasizes pedestrian and bicycle movement over automobile traffic flow.
- Provide a new vehicle connection to Mission College Boulevard.
- Provide improved connectivity to the Calabazas Creek trail.
- Identify a potential branch library site and spaces for day care or other community amenities.

December 2019: Project Description

On December 10, 2019, the City Council affirmed a project description for the Specific Plan that provided development capacity for two potential land development scenarios. The proposed scenarios were developed through stakeholder interviews to implement the prior City Council direction to staff to take property owner stakeholder input into consideration and to provide flexibility in the allowed land uses for future potential developers within the Specific Plan area. Staff emphasized that because of the stakeholder input the Plan is now being developed to support a significantly increased amount of development potential as property owners and/or developers with an interest in the Patrick Henry Drive area expressed an intent to develop at significantly higher densities than previously anticipated.

The City Council directed staff to proceed with issuance of a Notice of Preparation (NOP) and preparation of an Environmental Impact Report (EIR) based on these two scenarios.

- Scenario A includes approximately 12,000 net new residential units and 310,000 net new square feet of non-residential uses, of which 200,000 square feet is net new retail or public facilities space for uses such as library and/or community room space. The remaining non-residential uses include 110,000 square feet for educational facility uses.
- Scenario B substitutes office for high-density residential in the “High Density Flex” zone along the eastern edge of the Plan Area, amounting in an approximate total of 10,300 net new residential units, 785,000 net new square feet of office, and 310,000 net new square feet of other non-residential uses (e.g., retail, community space, library, educational facility).

	Residential Units	Office	Other Non-Residential Uses
Scenario A	12,000	-	310,000 SF
Scenario B	10,300	785,000 SF	310,000 SF

In addition, at the December 2019 meeting, the City Council reviewed a preliminary site plan and provided direction to staff as follows:

- Parkland and Open Space - 22% of the Specific Plan area, approximately 16.7 acres, is proposed to be designated as public parkland or publicly accessible privately maintained open space. The proposed parkland includes a central park spine running north/south through the center of the new neighborhood and two smaller parks located at opposite edges of the Specific Plan area.
- Circulation - the Plan makes use of the existing street right-of-way and identifies new vehicular and multimodal circulation roads and/or paseos throughout the plan area to promote pedestrian and bicycle use and break up the existing superblocks to support intensified land use.
- Community Benefits - in addition to parks, open space, retail, a community meeting room, and other benefits already included in the Specific Plan, the Specific Plan will include provisions for a public library space on the Z&L property as a community benefit tied to an increase allowance for density above what the Specific Plan would otherwise allow.

DISCUSSION

The following highlights six topic areas of particular Council interest and identifies changes that have

been included since the last City Council review. The approach described below is intended to follow the overall guiding principles for preparation of the Specific Plan to support a significant amount of new housing growth as proposed by individual property owners while maximizing the incorporation of community amenities in a manner that shares their costs over multiple projects and does not make implementation of the Specific Plan infeasible.

1) Land Use Plan, Roadway Alternatives and Urban Design Framework (Amenities)

The Land Use Plan and Urban Design Framework (Attachment 3) identifies locations for proposed residential and flex land use designations within the Specific Plan to align with the two potential development scenarios previously reviewed by the City Council and under analysis for the EIR.

Generally, the most intense land uses are located in the center of the Plan area. The High-Density Flex designation is proposed for the property fronting Great America Parkway, where either high-intensity office uses or high-density residential are appropriate land uses. Ground floor retail square footage and public uses are distributed among several properties fronting onto Patrick Henry Drive to foster a new pedestrian-oriented street with active ground floor uses and amenities to support the development of a complete neighborhood.

In addition, each diagram has two alternatives, one with and one without a roadway connection to Mission College Boulevard. The roadway alternatives are discussed further below.

The plans also identify proposed locations for public facilities and amenities such as parks, open spaces, a community room, and space for a new public library. The land use plan supports the development of the segment of Patrick Henry Drive perpendicular to Great America Parkway as a new "Main Street" for the Patrick Henry neighborhood, with civic uses and open space areas arranged along this east-west axis. Land dedication to benefit the broader Plan area will be borne by multiple property owners in the Specific Plan, with many contributing land for roadway, parkland, greenway, library and/or community space. Some properties will also be required to incorporate space for retail to support the implementation of the Main Street.

2) Proposed Land Use Designations

The proposed Specific Plan land use plan would utilize four residential land use designations and one flexible residential/commercial designation:

- Very High Density (51-100 du/ac)
- Village Residential (60-150 du/ac)
- Urban Village Residential (100-150 du/ac)
- Urban Center Residential (120-250 du/ac); and
- High Density Flex designation (60-150 du/ac or up to a 2.0 floor area ratio of commercial development).

These densities correspond to the input provided by the Patrick Henry Drive area stakeholders (Attachment 4). Building height would range from five stories at the lowest allowed density to 25 stories at the highest. Buildings heights are tallest at the center of the plan with lower building heights closest to the western edge of the plan area, which is closest to other existing residential uses. Buildings will also be limited by the Federal Aviation Administration (FAA) airport height limits.

The proposed land use designations have been adjusted since the last City Council review with the addition of the Village Residential designation reflecting new input from the property owner (Marriott

Center Owners Association) requesting greater flexibility than what they had previously indicated. Walnut Hill acquired their property from The Sobrato Organization after the City Council's review of the NOP and the designation for the property has also been adjusted at their request to allow a higher density.

### 3) Circulation and Roadway Network

The Land Use Plan makes use of the existing street rights-of-way but also identifies a limited amount of new vehicular and multimodal circulation roads and/or paseos throughout the plan area. These new circulation routes will promote pedestrian and bicycle use and break up the existing superblocks to support intensified land use. The new roads are intended for low-speed vehicular use, emphasizing shared facilities where pedestrians, bicycles and cars all have an equal ability to use the rights-of-way. New greenway connections are also proposed in the interior of the central block to promote pedestrian and bicycle circulation and break up the massing of future development.

Also being explored is a connection from the southern portion of the Plan area to Mission College Boulevard, which is a private road that runs around the perimeter of the Mission College campus. While this roadway connection will provide a significant benefit by providing greater connectivity with a more direct and alternative route of travel for some trips, it will also require the cooperation of Mission College to implement as a portion of the roadway would be their private property. Mission College has wanted to continue to explore the option for the roadway connection and is wanting to review the information provided with the EIR before they confirm interest. The property owner of the site in the Specific Plan that includes the potential new roadway connection to Mission College Boulevard, O2 Micro, has expressed that they do not want the roadway connection on their site as a roadway connection would reduce the land area available for future redevelopment on the site. While new roadways are often centered along property lines to distribute the impact of the dedication to multiple property owners, as proposed the roadway would be entirely on the O2 Micro property in order to align at the intersection with Mission College and the Mission College driveway. Staff is reviewing the potential design for this roadway to see if the required amount of right-of-way can be reduced. Staff is also continuing to coordinate with representatives of Mission College about the possible connection.

The alternative land use plan and urban design framework option shown in Attachment #1 does not show a connection to Mission College Boulevard included to convey that both scenarios of either including or not including a connection to Mission College Boulevard are still being explored.

### 4) Parkland and Open Space

As previously discussed with the City Council, public parkland or publicly accessible privately maintained open space is proposed to constitute 22% of the Specific Plan area, or approximately 16.7 acres.

Under the City's Parkland Dedication Ordinance (PDO), the City has the prerogative to require land dedication for new park facilities as part of the entitlement process of a new residential project. Per the PDO the total obligation for a residential project is determined through application of a formula based on population per unit and parkland requirement per capita. A project may receive credit to offset this obligation through the provision of private open space areas within the project, and if the total obligation is not met through a combination of parkland dedication and private open space, pay an in-lieu fee for the remaining obligation. The determination of the parkland obligation for a project would occur as part of the entitlement process for a specific project. As the Specific Plan as proposed



will support the potential development of up to 12,000 multifamily units, under the PDO, the theoretical maximum parkland obligation for the Plan area would be 68.4 acres. However the total acreage of land potentially available for development, some of which is encumbered by easements, is only 67.2 acres. It is thus apparent that the City must determine an appropriate balance between land for development and land required for parkland dedication that will address the City's objectives for a new, high-quality urban neighborhood in a feasible manner.

The awkward translation of per capita parkland dedication standards to higher density, urban forms of development is not a unique challenge for Santa Clara. Other jurisdictions have adopted alternative standards such as a minimum acreage requirement for parkland within a set walking distance of any new development. Santa Clara has used its Specific Plans to establish direction for how the City will implement the PDO within the Specific Plan areas by identifying the precise minimum amount and location for parkland dedication. The proposal to require 11% of the entire Specific Plan area (equivalent to approximately 12.5% of the land area currently in private ownership) to be dedicated as public parkland is based on the precedent of prior City Council direction for the Tasman East Specific Plan. Development interest within Tasman East suggests that this level maintains overall development feasibility; however it should also be noted that the Patrick Henry Drive area development will be, as proposed, subject to additional costs due to an increased affordability requirement, while the market is also experiencing increases in construction costs and decreases in apartment rents.

The Specific Plan will provide parkland and open space amenities through two strategies: 1) dedication of parkland to the City through the City's Parkland Dedication Ordinance (PDO); and 2) the incorporation of private open space areas, including privately owned public open space areas (POPOS). The open space acreage would be divided equally between these two categories.

POPOS include greenways and plazas that are designed, built, and maintained by private property owners to include high quality landscaping and amenities that are accessible to the public. The proposed dedicated parkland areas include a central park spine running north/south through the center of the new neighborhood and two smaller parks located at opposite edges of the Specific Plan area, adjacent to Calabazas Creek and Great America Parkway, respectively. These areas were selected to distribute the dedication requirement over multiple projects to the extent practical while also combining the parkland dedications of multiple projects into three larger park areas to provide a cohesive open space strategy. It should be noted that as a result some projects would be more impacted by the need for land dedication while other projects would fulfill their Parkland Dedication Ordinance obligations solely through payment of fees.

Staff has begun working with the stakeholder group to further develop the design treatment and amenities to be included within the publicly accessible, private open space areas. Private open space areas include a greenway along Patrick Henry Drive that would utilize an existing gas line easement that does not allow structures and other internal greenways that will help to break up the massing of buildings, support pedestrian and bicycle circulation, and provide amenity space.

Notably, the Parkland and Open Space diagram has been updated to remove the previously proposed "park streets" which were roadways depicted as part of the parkland area and then expanded to the north to create a more regularly shaped central park area. The north-south roadway to the east of the central park has also been relocated to be adjacent to the park to provide the park with better access and interface with adjacent land uses.

### 5) Public Amenities

The City Council previously reviewed objectives for the Patrick Henry Drive Specific Plan that included an objective of providing a new branch library as part of the development of the Specific Plan. At the subsequent Council meeting during review of the proposed Notice of Preparation, the Council noted that Z&L was proposing to develop at a density significantly higher than otherwise allowed within the Plan area and indicated that the addition of a library within the project could be a “community benefit” justification for granting the increased density. Staff has since engaged with Z&L to discuss the programming of a library space of up to 40,000 square feet within their project. The City is continuing to evaluate the appropriate size for a new library facility and the possible incorporation of other uses (e.g., 15,000 square feet of the 40,000 may be set aside as programmable community space). This transaction of density in exchange for a community benefit would need to be formalized through a Development Agreement between the City and Z&L. Given the cost of developing the library in relation to the added value to the developer, it is likely that some portion of the library development costs will need to be shared with other Patrick Henry Drive area developers through an impact fee. The new library space will also generate operating costs for the City for which there is no revenue source to sustain. However, these costs could be partially offset by requiring that new development providing funding for staffing for an initial time period or other revenue generating options to sustain on-going costs of supporting a public library or community center facility.

In addition to the branch library, the Specific Plan includes a proposed community room for public use incorporated within the Summerhill project. A specific size (square footage) for this room has not yet been determined. It is anticipated that the community room will be located along the project frontage with direct access to the public sidewalk, and include indoor and outdoor spaces, restrooms, an exhibition space, studio space/classrooms, a small office and a small snack and coffee counter.

### 6) Affordable Housing

As previously reviewed by the City Council, the Specific Plan would increase the affordable housing inclusionary requirement for new development above the City’s adopted Ordinance level. The proposed affordable housing requirements for the Specific Plan area is that 15% of units would be affordable to households at an average of 80% Area Median Income (AMI) level, while the Citywide standard is for 15% of units at an affordability level of 100% AMI. The proposal is intended to better align with the City’s need to produce affordable units at a variety of income levels (not just moderate income), not impair project feasibility, and align with legal requirements.

The Specific Plan’s affordable housing proposal was developed early in the plan process and presented to the City Council at a Study Session on April 9, 2019. Early in 2021, the City received its draft Regional Housing Needs Allocation (RHNA) of 11,632 housing units for the Sixth RHNA Cycle from the Metropolitan Transportation Commission/Association of Bay Area Governments. Approximately 56% of RHNA units assigned to Santa Clara are designated to be affordable. As the City considers whether to update the citywide affordable housing ordinance as a potential strategy to address our future RHNA requirements, the Specific Plan could incorporate a pipeline provision and require potentially greater affordability requirements for later development, should the citywide affordable housing ordinance be updated. Such a provision would subject projects in the Specific Plan that are not deemed complete or do not receive Architectural Review approval by a certain date to be required to meet any future new citywide affordable housing requirements.

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### Planning Commission Feedback

The Draft Patrick Henry Drive Specific Plan was presented at a study session to the Planning Commission on October 28, 2020. The Commission provided comments and asked questions about the proposed building heights, density, and transit access. In response to a Commission question, staff clarified that school uses are being analyzed in the EIR so should a property be acquired for a school in the Specific Plan area, no additional environmental review would be necessary for the proposed use.

### Next Steps

The remaining tasks in the Specific Plan work program include updating the Draft Plan to incorporate comments from the public, as well as from other City departments and outside agencies as appropriate. In addition, the Specific Plan EIR will be publicly circulated in accordance with CEQA. In Fall 2021, the Final EIR and Final Draft Plan will be presented to the Planning Commission for their recommendation and to the City Council for adoption.

### ENVIRONMENTAL REVIEW

The action being considered is a study session only and 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.

A Draft Environmental Impact Report is being prepared for the Specific Plan. The EIR will be brought to the City Council for consideration when the Specific Plan is brought forward for a decision on adoption.

### FISCAL IMPACT

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

### COORDINATION

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

### PUBLIC CONTACT

A virtual community meeting was held on March 11, 2021 to present the draft plan to the community. There were approximately 70 attendees. Speakers at the meeting expressed concern with traffic impacts, the potential roadway connecting the plan area to Mission College Boulevard, and planning for future pandemics.

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

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

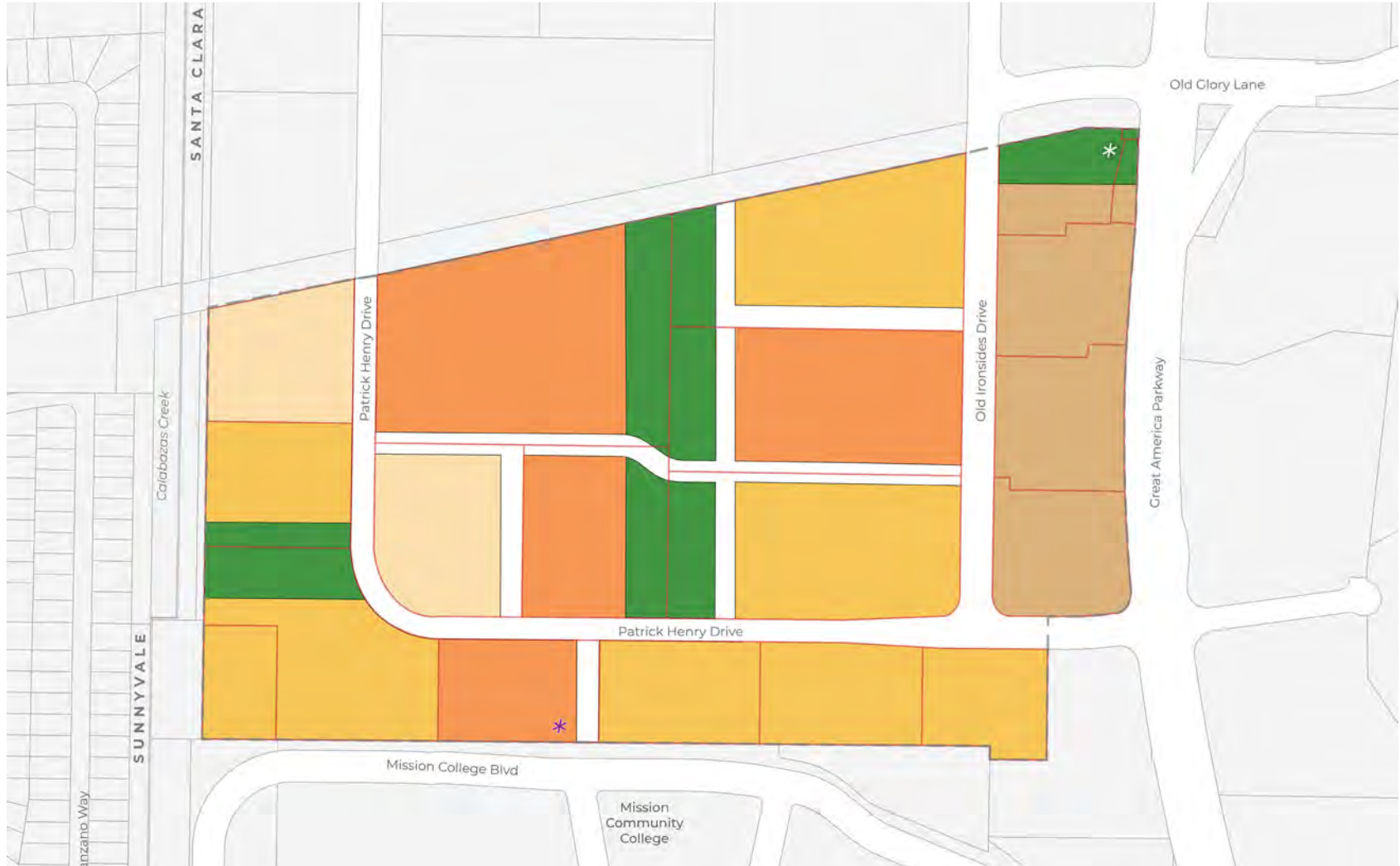
ATTACHMENTS

1. Web Link to Draft Patrick Henry Drive Specific Plan
2. Land Use Plan and Urban Design Framework
3. Stakeholder/Ownership Map
4. Development Capacity Based on Stakeholder Input

## **Web Link to the Patrick Henry Drive Specific Plan**

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The draft Patrick Henry Drive Specific Plan document can be found on the project website at:  
<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/specific-plans/patrick-henry-drive>

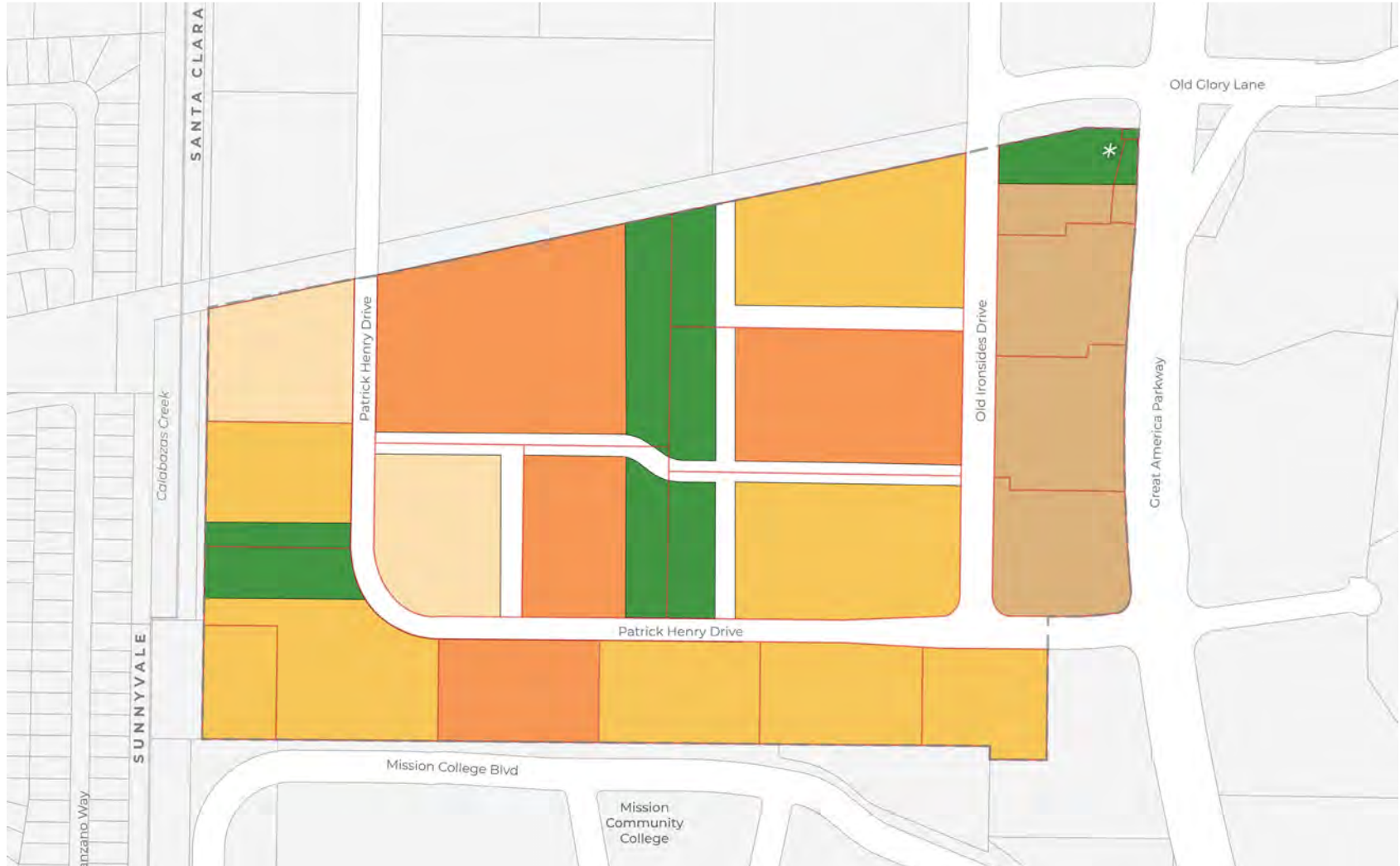


**FIGURE 4.3A: LAND USE PLAN**

- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Park/Open Space
- Very High Density Residential (51-99 du/ac)
- Urban Village (100-149 du/ac)
- Urban Center (120-250 du/ac)
- High Density Flex (60-149 du/ac ; 2.0 FAR)

Public parkland only required with residential development

\* Proposed roadway is based on pending approval from the College

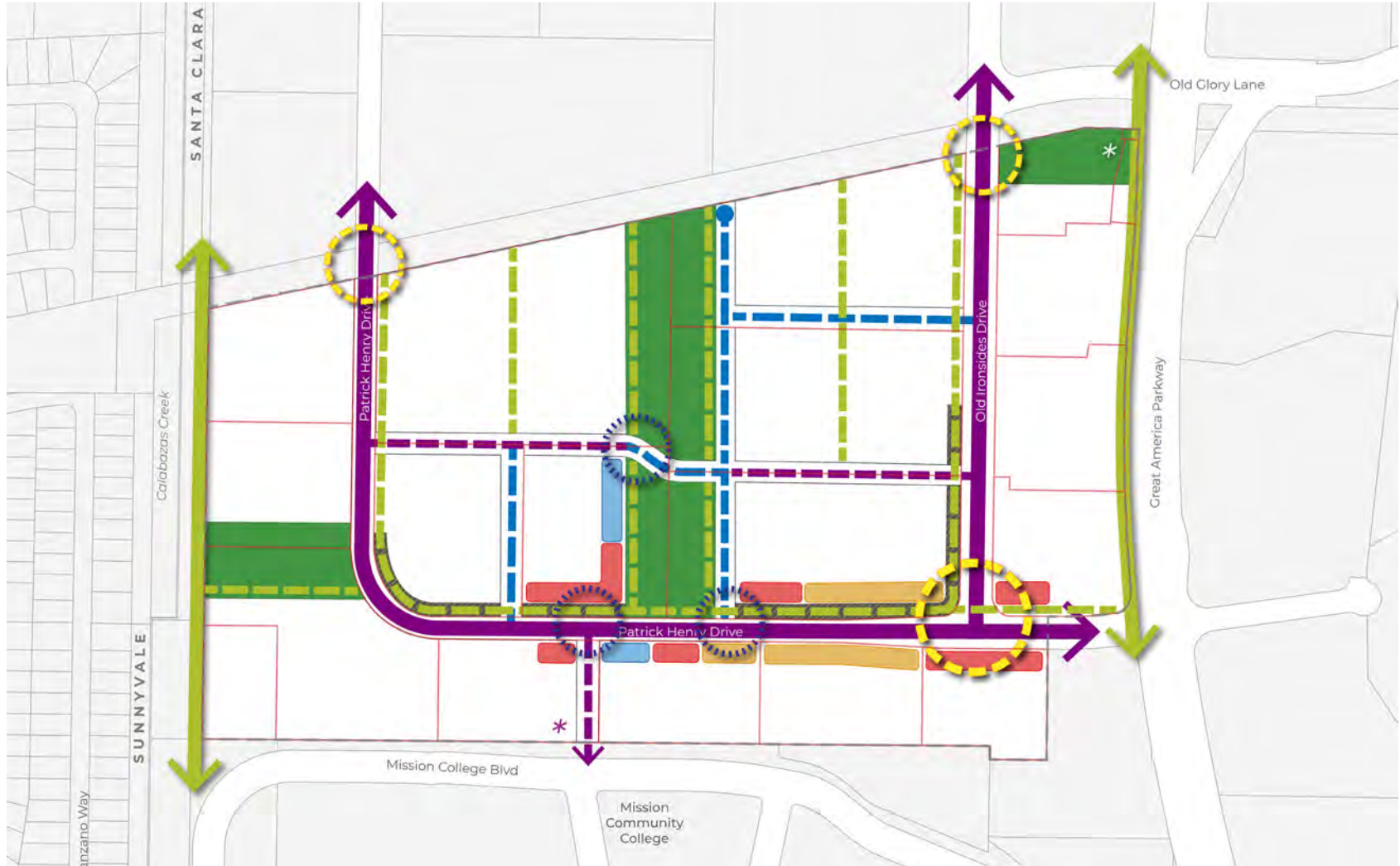


**FIGURE 4.3A-ALT: LAND USE PLAN - NO CONNECTION TO MISSION COLLEGE BLVD**

- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Park/Open Space
- Very High Density Residential (51-99 du/ac)
- Urban Village (100-149 du/ac)
- Urban Center (120-250 du/ac)
- High Density Flex (60-149 du/ac; 2.0 FAR)

Public parkland only required with residential development

A north arrow is located in the top right corner of the map area. Below it is a graphic scale bar showing distances of 0, 250, and 500 feet.



**FIGURE 4.2A: URBAN DESIGN FRAMEWORK**

- |                                       |                       |                   |                                |                |
|---------------------------------------|-----------------------|-------------------|--------------------------------|----------------|
| Study Area                            | Plaza                 | Existing Greenway | Existing Roadway               | Activity Nodes |
| Existing Parcel (City of Santa Clara) | Retail                | Proposed Greenway | Proposed Roadway               | Gateways       |
| Existing Parcel (Study Area)          | Community / Civic     | Slow Street       | Potential Roadway Alternatives |                |
| Park/Open Space                       | Flex (Office, Retail) |                   |                                |                |

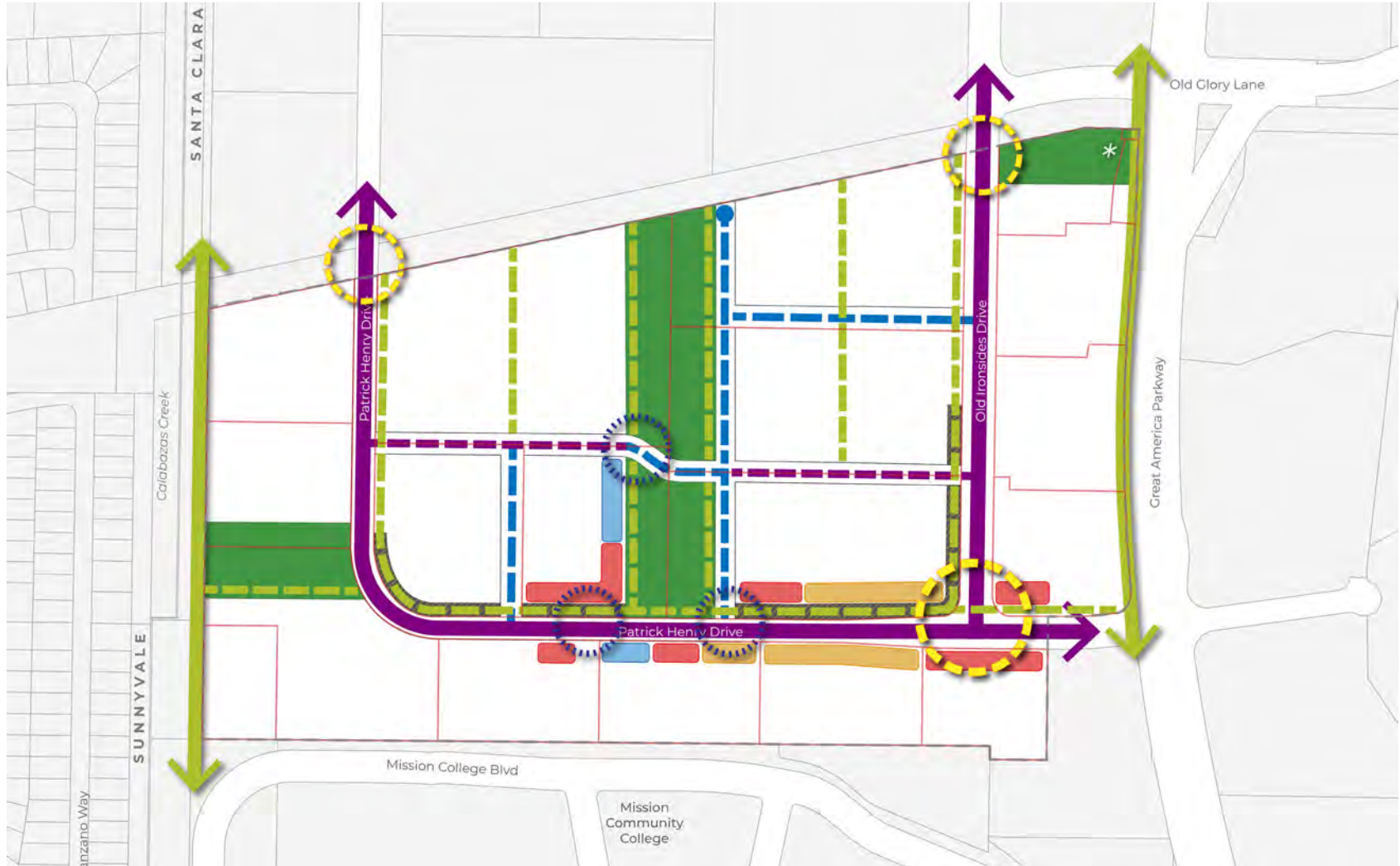
Public parkland only required with residential development

Proposed roadway is based on pending approval from the College

N

0 500 feet



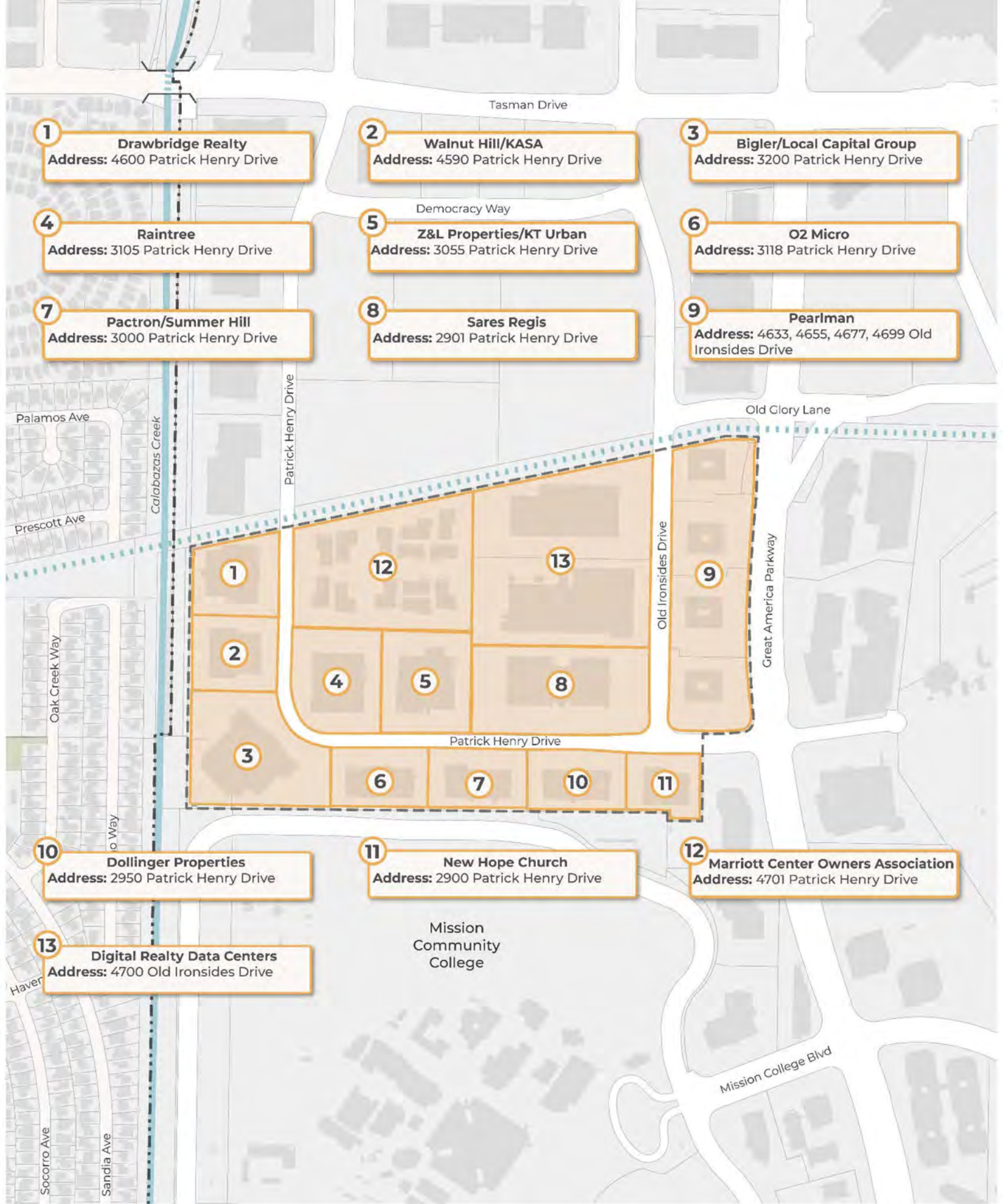


**FIGURE 4.2A-ALT: URBAN DESIGN FRAMEWORK - NO CONNECTION TO MISSION COLLEGE BLVD**

- |                                       |                       |                   |                                |                |
|---------------------------------------|-----------------------|-------------------|--------------------------------|----------------|
| Study Area                            | Plaza                 | Existing Greenway | Existing Roadway               | Activity Nodes |
| Existing Parcel (City of Santa Clara) | Retail                | Proposed Greenway | Proposed Roadway               | Gateways       |
| Existing Parcel (Study Area)          | Community / Civic     | Slow Street       | Potential Roadway Alternatives |                |
| Park/Open Space                       | Flex (Office, Retail) |                   |                                |                |

Public parkland only required with residential development.

N  
0 100 500 Feet



**1** Drawbridge Realty  
Address: 4600 Patrick Henry Drive

**2** Walnut Hill/KASA  
Address: 4590 Patrick Henry Drive

**3** Bigler/Local Capital Group  
Address: 3200 Patrick Henry Drive

**4** Raintree  
Address: 3105 Patrick Henry Drive

**5** Z&L Properties/KT Urban  
Address: 3055 Patrick Henry Drive

**6** O2 Micro  
Address: 3118 Patrick Henry Drive

**7** Pactron/Summer Hill  
Address: 3000 Patrick Henry Drive

**8** Sares Regis  
Address: 2901 Patrick Henry Drive

**9** Pearlman  
Address: 4633, 4655, 4677, 4699 Old Ironsides Drive

**10** Dollinger Properties  
Address: 2950 Patrick Henry Drive

**11** New Hope Church  
Address: 2900 Patrick Henry Drive

**12** Marriott Center Owners Association  
Address: 4701 Patrick Henry Drive

**13** Digital Realty Data Centers  
Address: 4700 Old Ironsides Drive

**Stakeholder Ownership Map**

- Study Area
- Study Area Building Footprint
- City Boundary
- Creeks/Water Bodies
- Surrounding Parcel
- Surrounding Building Footprint
- Park/Open Space
- VTA Light Rail Line
- Hetch Hetchy Right of Way
- Stakeholder Ownership

PATRICK HENRY DRIVE SPECIFIC PLAN AREA

10/30/2020

Owner	Parcel # <sup>1</sup>	Area (sf)	Area (ac)	Based on Preferred Alternative Land Use										
				Land Use Designation <sup>2</sup>	Proposed du/ac	Total # of Units (Low)	Total # of Units (High) <sup>3</sup>	Public Parkland Dedication (ac) <sup>4</sup>	Retail (sf) <sup>5</sup>	Flex Space (sf) <sup>5</sup>	Community Center/Library (sf) <sup>6</sup>	Total Non-Residential Uses (sf) <sup>7</sup>	Office (sf) <sup>8</sup>	
Drawbridge Realty (1)	1	124,774.48	2.86	Very High Density	51-99	146	284	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Walnut Hill/KASA (2)	2	121,747.49	2.79	Urban Village	100-149	279	416	0.56	0.00	0.00	0.00	0.00	0.00	0.00
Bigler/Local Capital Group (3)	3	259,878.57	5.97	Urban Village	100-149	597	889	1.19	0.00	0.00	0.00	0.00	0.00	0.00
Raintree (4)	4	165,293.07	3.79	Very High Density	51-99	194	376	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Z&L Properties/KT Urban (5)	5	166,429.74	3.82	Urban Center	120-250	458	955	0.98	32,500.00	0.00	45,000.00	77,500.00	0.00	0.00
O2 Micro (6)	6	109,729.01	2.52	Urban Center	120-250	302	630	0.00	8,000.00	0.00	0.00	8,000.00	0.00	0.00
Pactron/Summer Hill (7)	7	109,694.38	2.52	Urban Village	100-149	252	375	0.00	11,000.00	20,000.00	25,000.00	56,000.00	0.00	0.00
Sares Regis (8)	8	282,959.78	6.50	Urban Village	100-149	650	968	1.01	13,000.00	35,000.00	0.00	48,000.00	0.00	0.00
Pearlman (9)	9	429,654.21	9.86	High Density Flex	60-149	592	1,700	1.08	15,500.00	0.00	0.00	15,500.00	0.00	0.00
Dollinger Properties (10)	10	109,668.47	2.52	Urban Village	100-149	252	375	0.00	0.00	35,000.00	0.00	35,000.00	0.00	0.00
Kidder Mathews (11)	11	86,397.43	1.98	Urban Village	100-149	198	296	0.00	20,000.00	0.00	0.00	20,000.00	0.00	0.00
Mariott Center Owners Association (12)	12	393,672.77	9.04	Urban Center	120-250	1,084	2,259	1.51	50,000.00	0.00	0.00	50,000.00	0.00	0.00
Digital Realty Data Centers (13)	13	567,707.64	13.03	Urban Center/Urban Village	100-149;120-250	1,433	2,478	1.76	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET TOTAL:</b>		<b>2,927,607.03</b>	<b>67.21</b>	-	-	<b>6,438</b>	<b>12,000</b>	<b>8.09</b>	<b>150,000.00</b>	<b>90,000.00</b>	<b>70,000.00</b>	<b>310,000.00</b>	<b>0.00</b>	<b>0.00</b>
Circulation roads		277,817.75	6.38											
<b>GROSS TOTAL:</b>		<b>3,205,424.79</b>	<b>73.59</b>											

1. Provided for landowners with multiple contiguous parcels

2. Very High Density: 51-99 du/ac; Urban Village: 100-149 du/ac; Urban Center: 120-250 du/ac; High Density Flex: 60-149 du/ac

3. Based on NOP, the total Residential units approved are 12,000 in Option A (Pearlman develops residential) and 10,300 in Option B (Pearlman develops offices)

4. Total Open Space Requirement defined as 22% of developable residential land. Calculation includes all parcels in phase 1 and 2

5. Approximate Area calculation based on Stakeholder's feedback and initial sketches

6. Library Space is based on City's requirement

7. Based on NOP, the total Non-residential uses approved are 310,000 sft

8. Alternate option for Pearlman in case if they don't plan to develop residential



## Agenda Report

21-154

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Public Meeting on the Formation of the Santa Clara Tourism Improvement District and the Levy of Assessments on Affected Lodging Businesses

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

On January 26, 2021, Council consented to the Santa Clara Tourism Improvement District's request to pursue the formation of the District under the 1994 Law. Additionally, Council concurred with the TID's requested approach to change the TID assessment method from \$1.00 per occupied room night to 1.5% of gross short-term room rentals, with the option to increase the assessment to 2% in year two. (RTC 21-3589).

On April 6, 2021, Council approved a Resolution of Intention establishing the Santa Clara Tourism Improvement District (SCTID) under the 1994 Law (RTC 21-153) and a summary of the key provisions of the SCTID are as follows:

- Location: The proposed Santa Clara Tourism Improvement District (SCTID) includes all lodging businesses with ten (10) rooms or more located within the District boundaries.
- Services: The SCTID is designed to provide specific benefits directly to payors by increasing room night sales. Convention sales, incentives, and services and marketing and communication programs will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.
- Budget: The total SCTID annual budget for the initial year is anticipated to be approximately \$610,936.
- Cost: The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. After the initial year of the SCTID's five (5) year term the assessment rate may be increased in any year by the Owners' Association's Board to a maximum of two percent (2%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Additionally, assessments will not be collected on stays by any Federal or State of California officer or employee on official business who shall provide one of the following; a warrant or check drawn on the Treasury of the United States; a copy of the official travel orders indicating the issuing governmental agency and the employee's full name; or, a copy of a letter on the official letterhead of an exempt governmental agency requesting exemption and listing the employee's name and stating that the stay is for official government business. The

dates of occupancy must also be included. These requirements must be demonstrated by the guest at the time of registration. Failure to satisfy these requirements will result in no assessment exemption. Copies of the documentation for each exemption claimed must be submitted to the Director of Finance with each remittance of assessments.

- **Collection:** Each lodging business located in the boundaries of the SCTID shall be responsible for remitting the assessments to the City in accordance with the Management District Plan (MDP). The City will be responsible for collecting the assessment on a quarterly basis or at the close of any shorter reporting period as established by the Director of Finance (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the SCTID. The City shall take all reasonable efforts to collect the assessments from each lodging business.
- **Duration:** The proposed SCTID will have a five (5) year life, beginning July 1, 2021 through June 30, 2026. Once per year, beginning on the anniversary of SCTID formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on SCTID termination.
- **Management:** Silicon Valley/Santa Clara DMO, Inc. (DMO) will serve as the SCTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council.

### DISCUSSION

Pursuant to the 1994 Law and CA Government Code section 54954.6, following Council's approval of the Resolution of Intention to establish the Santa Clara Tourism Improvement District (SCTID), notices of this public meeting and the public hearing on May 25, 2021 were mailed to the lodging businesses on April 7, 2021. This public meeting is to allow for public testimony on the formation of the SCTID and the levy of assessments. There is no action required by Council at this public meeting.

At the public hearing on May 25, 2021, lodging businesses may protest the formation of the SCTID and if more than 50% of the lodging businesses protest the District's formation, the formation cannot move forward. If less than 50% of the lodging businesses protest, the Council would move forward and adopt a new resolution which forms the District.

### ENVIRONMENTAL REVIEW

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

### FISCAL IMPACT

There is no fiscal impact.

### 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) <<mailto:clerk@santaclaraca.gov>>.

### RECOMMENDATION

Open public testimony to allow members of the public to provide comments on the formation of the Santa Clara Tourism Improvement District and the levy of assessments on affected lodging businesses.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Resolution No. 21-8955

**RESOLUTION NO. 21-8955**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DECLARING ITS INTENTION TO ESTABLISH THE SANTA CLARA TOURISM IMPROVEMENT DISTRICT (SCTID) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

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

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to establish business improvement districts for the purposes of promoting tourism;

**WHEREAS**, Silicon Valley/Santa Clara DMO, Inc., lodging business owners, and representatives from the City of Santa Clara have met to consider the formation of the SCTID;

**WHEREAS**, Silicon Valley/Santa Clara DMO has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the SCTID, a service plan and budget, and a proposed means of governance; and,

**WHEREAS**, lodging business who will pay more than fifty percent (50%) of the assessment under the SCTID have petitioned the City Council to establish the SCTID.

**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 by reference make them a part hereof.
2. That the City Council finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the SCTID. The City Council accepts the petitions and adopts this Resolution of Intention to establish the SCTID and to levy an assessment on certain lodging businesses within the SCTID boundaries in accordance with the Property and Business Improvement District Law of 1994.

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3. That the City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.

4. That the City Council declares its intention to establish the SCTID and to levy and collect assessments on lodging businesses within the SCTID boundaries pursuant to the Property and Business Improvement District Law of 1994.

5. That the SCTID shall include all lodging businesses with ten (10) rooms or more located within the boundaries of a portion of the City of Santa Clara, as shown in the map attached as Exhibit A.

6. That the name of the district shall be Santa Clara Tourism Improvement District (SCTID).

7. That the annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. After the initial year of the SCTID's five (5) year term, the assessment rate may be increased by the Owner's Association's Board to a maximum of two percent (2%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on stays by any officer or employee of a foreign government who is exempt by reason of express provision of Federal law or international treaty. Additionally, assessments will not be collected on stays by any Federal or State of California officer or employee on official business who shall provide one of the following; a warrant or check drawn on the Treasury of the United States; a copy of the official travel orders indicating the issuing governmental agency and the employee's full name; or, a copy of a letter on the official letterhead of an exempt governmental agency requesting exemption and listing the employee's name and stating that the stay is for official government business. The dates of occupancy must also be included. These requirements must be demonstrated by the guest at the time of registration. Failure to satisfy these requirements will result in no assessment exemption. Copies of the documentation for each exemption claimed must be submitted to the Director of Finance with each remittance of assessments.

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8. That the assessments levied for the SCTID shall be applied toward conventions sales, incentives and services and marketing and communication programs to market assessed lodging businesses in Santa Clara as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which SCTID assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.

9. That the proposed SCTID will have a five (5) year term, beginning July 1, 2021 through June 30, 2026, unless renewed pursuant to Streets and Highways Code § 36660.

10. That bonds or any debt obligation shall not be issued.

11. That the time and place for the public meeting to hear testimony on establishing the SCTID and levying assessments are set for April 20, 2021 at 4:00 PM, or as soon thereafter as the matter may be heard, at , Virtual Zoom Meeting: Zoom information:

<https://santaclara.legistar.com/Calendar.aspx>.

12. That the time and place for the public hearing to establish the SCTID and the levy of assessments are set for May 25, 2021 at 4:00 PM, or as soon thereafter as the matter may be heard, at , Virtual Zoom Meeting: Zoom information:

<https://santaclara.legistar.com/Calendar.aspx>. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than April 10, 2021.

13. That at the public meeting and hearing the testimony of all interested persons for or against the establishment of the SCTID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the proposed SCTID that will pay more than fifty percent (50%) of the estimated total assessment of the entire SCTID, no further proceedings to establish the SCTID shall occur for a period of one (1) year.

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14. That the complete Plan is on file with the City Clerk and may be reviewed upon request.

15. 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 6<sup>TH</sup> DAY OF APRIL, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:

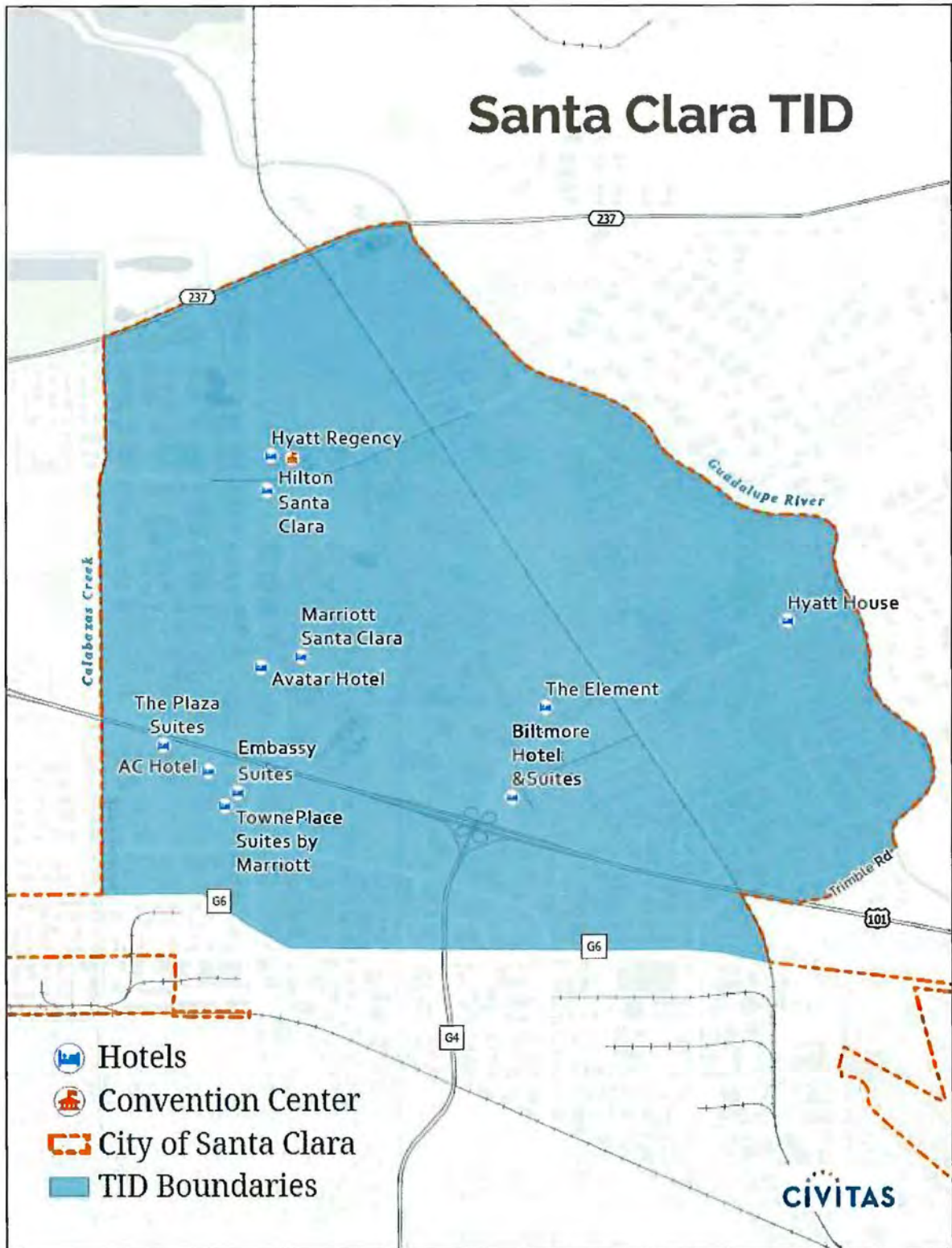


NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – District Boundaries

EXHIBIT A  
District Boundaries





## Agenda Report

21-578

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Consideration of Silicon Valley Power Quarterly Strategic Plan Update (Continued from April 6, 2021)

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

On December 4, 2018, Council adopted a Strategic Plan (“Plan”) for the City’s Electric Utility Department, dba Silicon Valley Power (SVP). SVP is making quarterly updates to Council on the implementation of the Plan in the form of a Power Point Presentation. For 2021, staff has scheduled quarterly updates for March, June, September, and December. The update will provide a status of the advancement of the Plan and current conditions within this industry.

SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation, shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed renewable energy resources (e.g. wind, solar, hydrogen, and biogas), shifting variability in supply, and greater customer choice.

To maintain SVP’s competitive advantage and respond to these changes, the City adopted the Plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging. The report to be presented to Council will provide update on the implementation of the Plan as well updating Council on the current status of the utility and the current opportunities and challenges it is facing.

#### DISCUSSION

Staff has completed or is currently working on over half of the 30 initiatives included in the Strategic Plan. The December quarterly update presented an update on SVP’s major Capital Improvement Projects and upcoming Council items. This report will focus on SVP’s estimated near-term and long-term load growth, growth plan, load limitations, and new major capital projects to replace end of life facilities and to accommodate the projected load growth.

#### 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

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There is no fiscal impact associated with the approval of the 2018 Strategic Plan. Implementation of certain elements of the Strategic Plan will require funding that will be appropriated through the normal budget 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



## Agenda Report

21-579

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Discussion on Consideration of the Sale of the Loyalton Ranch Property (Continued from April 6, 2021)

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara owns and maintains approximately 10,270 rural acres of undeveloped land in Lassen and Sierra Counties near the California-Nevada border. The Property is located in northeastern California, about 30 miles north of Truckee, CA northeast of Sacramento and about 20 miles northwest of Reno, NV. The land is referred to locally as the Trosi Ranch, and within the City, as the Loyalton Ranch Property. The City purchased the property with electric utility funds in 1977 for \$1,613,850 or \$157/acre. The City's Electrical Department, doing business as Silicon Valley Power, (SVP) is responsible for the care of the property.

The property consists of three parcels that are remote and in a generally native state (Attachment 1 Loyalton Map and Pictures). The property consisted of a two-story ranch house, detached garage, guest house, out building for livestock watering, out building for livestock feed, out building for well house, and a barn. In the past, the City had a caretaker on the property to manage the facility. However, over time it became difficult to hire a facility caretaker and the structures were under significant disrepair and slated for removal. The last time a caretaker was on the property was in 2014.

The property has historically been used as seasonal grazing land and continues to be used as grazing land since the City's purchase in 1977. Since the property was purchased, grazing leases have been issued to various ranchers to graze cattle. Currently SVP leases the property for cattle grazing, the yearly revenue is \$21,750 per year with a 3% yearly escalator. No other use is planned for the site.

According to City records, the property was acquired with the intent to develop a geothermal power plant. After studies were performed in the early 1980's, it was discovered that the geothermal potential for the land was much lower than anticipated. The anticipated geothermal plant was never developed. Though the geothermal plant was not deemed feasible, many other uses for the land were investigated, such as quarrying, wind, and solar power. None of the proposed projects considered were productive enough to be economically viable to develop. Some non-traditional ventures that were reviewed included a ski resort and a pheasant farm. These were also rejected as being outside the City's scope of operations.

As part of more recent background the City Council considered a number of additional items regarding Loyalton:

- On July 15, 2014 the City Council passed a resolution to sell approximately 50 acres of the property to Sierra County for expansion of their adjacent landfill, Loyalton Landfill. This property was sold for \$74,500 (less closing costs).
- On July 11, 2017, the City Council considered a staff report recommending that the Council 1) declare the Loyalton Property as surplus to the City's needs and 2) approve an Agreement for Professional Services with Alex Gaston Gassiot dba FarWest R&C Sales and Management Company (FarWest) for real estate services. Far West was selected through a formal request for proposal process and proposed a listing price of ten million dollars. This item was continued and referred back for staff to provide more information.
- On August 29, 2017, the City Council received a staff report recommending that the Council 1) declare the Loyalton Property as surplus to the City's needs, and 2) direct the City Manager to send out the California Surplus Land Act notices, and return to Council with necessary agreements to list the property for sale. Council continued the item to a future date with no specific referral request to staff.
- On August 25, 2020, the City Council received the quarterly strategic plan update which included the report on the impacts of the Loyalton Wildfire. The Loyalton Wildfire burned about 47,029 acres in Lassen, Plumas and Sierra County, California and Washoe County, Nevada caused by lightning strikes. This fire burned approximately 90% of the City's 10,270 acres of the Loyalton Ranch property. All the structures on the main ranch property were burned and destroyed by the wildfire (Attachment 2 Loyalton Fire Map and Pictures).

### DISCUSSION

At the January 26, 2021 City Council meeting, the Council took action to schedule a future agenda item to discuss the sale of the Loyalton Ranch Property and use the proceeds for potentially other uses. As part of the discussion the Council discussed the following information:

- Current appraised value
- Previous estimated value
- City Policies regarding Sale or Lease of Property

In addition, staff is providing additional information regarding proposed capital projects.

### Current Appraised Value

The Loyalton Ranch Property was appraised by Valbridge Property Advisors (VPA) on June 5, 2020 (Attachment 3), prior to the wildfire experienced in August 2020. The appraised value was \$4,110,000 or \$400 per acre. The 2019 property tax obligations to Sierra, Plumas and Lassen Counties is outlined in the VPA at \$15,915. In their appraisal, VPA's Conclusion of the Highest and Best Use as improved, is continuation of the existing agricultural and recreational use. VPA's Most Probable Buyer is an owner/user who intends to graze the acreage or use for recreational purposes. VPA estimated that the marketing and exposure time of four to six months as reasonable and

appropriate for the subject property.

In the VPA appraisal concluded “In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown.”

#### Previous Appraised Value and Real Estate Agent Estimate

In October 1999, the City engaged with Ralph F. Pavey, a California Certified General Real Estate Appraiser, to perform an appraisal report completed in April 2000 which concluded that the “As Is” market value of the free simple interest was \$2,600,000 with an estimated marketing time for the sale of the property in the range of one to two years.

In October 2016, Far West’s submitted proposal included their assessment of the value of the land based on the range of \$500 to \$1,000 per acre and proposed listing the property at the higher end of the estimated range of \$10,000,000.

#### City Policies Regarding Sale or Lease of Properties

The City Council has historically taken a strong position of leasing City property in lieu of property sale, however staff was not able to identify an adopted City Council policy.

#### Upcoming Capital Projects

The property is located in a Tier 3 Extreme Wildfire area and experienced a major wild fire caused by lightning on August of 2020. Approximately 90% of the Loyaltan Ranch Property was burned, the existing structures were destroyed, and the corrals fencing used for the grazing lease were damaged. The structures on the property were originally constructed between 1920 and early 1950 and were unusable prior to the fire. Prior to the fire, staff was pursuing demolition of the structures on the property to reduce potential liability exposure to the City. Initial estimates for demolition prior to the fire were approximately \$200,000. The project plans will need to be updated to reflect the fire damage and complete demolition of structures. In addition, the livestock corrals were damaged during the fire and discussions with the grazing lessee will be required to determine the extent of replacement corrals to be provided by the City.

The Loyaltan Ranch Property has a perimeter of approximately 51 miles. The property has been posted as “No Trespassing” and being “City of Santa Clara Property”. The majority of the fencing was damaged during the August 2020 wildfire. SVP is currently in the process of retaining a consulting engineer to evaluate the required fencing to be replaced. The lack of viable fencing may increase trespassing and liability for the City due to the nature of the terrain.

#### ENVIRONMENTAL REVIEW

The discussion on the potential sale of Government Property is not a project within the meaning of the California Environmental Quality Act (“CEQA”). If the City Council directs further action to proceed toward a proposed sale of a surplus government property, the project review will include analysis in accordance to CEQA Guidelines section 15206(b)(4), 15312 and 15061(b)(3).

#### FISCAL IMPACT



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Fiscal impact will vary based on Council direction. If City Council requests further action, staff will return with analysis to include the fiscal impact of any option.

### PUBLIC CONTACT

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

### ALTERNATIVES

1. Direct staff regarding a strategy for the sale Loyalton Ranch Property.
2. Note and file this report and take no further action.
3. Any other alternative as approved by Council.

### RECOMMENDATION

Staff has no recommendation and is seeking Council direction.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Loyalton Property Map and Pictures
2. Loyalton Fire Map and Pictures
3. Loyalton Appraisal

# Attachment 1

Loyalton Property, Loyalton, Ca.  
Lassen & Sierra Counties

## Legend

- ★ Points of Interest
- Property Outline
- Silicon Valley Power Owned Property
- Streets

Total Blocks 1, 2 & 3  
Area: 10,750 acres  
Perimeter: 51.02 miles



0 0.5 1 2 Miles

Block 1  
Area: 3,530 acres  
Perimeter: 19.78 miles

Block 3  
Area: 4,322 acres  
Perimeter: 19.06 miles

Block 2  
Area: 2,898 acres  
Perimeter: 11.28 miles

US Hwy 396

Town of Loyalton

State Hwy 49

Loyalton Side Gate

Loyalton Landfill

Entrance Gate

Ranch Complex

Dam

Mine Shaft

Dutchman  
Road

APN 147-050-03

APN 147-042-02

APN 147-050-20

APN 147-050-19

APN 147-070-04

APN 147-080-01

APN 147-080-03

APN 147-070-04

APN 147-080-01

APN 147-080-15

APN 147-070-06

APN 147-080-11

APN 021-010-002

APN 021-020-001

APN 021-010-006

APN 021-010-012

APN 021-010-012

APN 016-070-012

APN 016-080-003

APN 016-080-007

APN 016-080-037

APN 016-090-011

APN 016-100-001

APN 016-100-004

APN 016-100-006

APN 016-100-006

# Attachment 1

## Pictures Landscape (before 2020)





## Attachment 2

### Loyalton Property (after Loyalton Fire)

After Loyalton Fire



Before Loyalton Fire



## Attachment 2

### Ranch House (after Loyalton Fire)



## Attachment 2

### Foreman's Cabin (after Loyalton Fire)



## Attachment 2

### Loyalton Property (after Loyalton Fire)





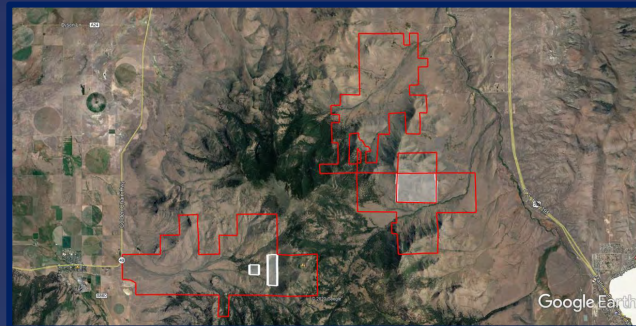


**Valbridge**  
PROPERTY ADVISORS

## Appraisal Report

Loyalton Ranch Property  
Loyalton, Sierra & Lassen County, California

Report Date: June 5, 2020



FOR:

City of Santa Clara  
Mr. Joseph Bruzzone P.E.  
Electric Utility Engineer  
1500 Warburton Avenue  
Santa Clara, California 95050

**Valbridge Property Advisors |  
Northern California**

2813 Coffee Road, Suite E2  
Modesto, CA 95355  
209.569.0450 phone  
408.279.3428 fax  
[valbridge.com](http://valbridge.com)

Valbridge File Number:  
CA05-20-0175



2813 Coffee Road, Suite E2  
Modesto, CA 95355  
209.569.0450 phone  
408.279.3428 fax  
valbridge.com

June 5, 2020

John A. Hillas, MAI, SRA  
209.569.0450, ext. 7301  
jhillas@valbridge.com

Mr. Joseph Bruzzone P.E.  
Electric Utility Engineer  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, California 95050

RE: Appraisal Report  
Loyalton Ranch Property  
Loyalton, Sierra County, California 96118

Dear Mr. Bruzzone P.E.:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located within the Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified as tax parcel numbers 147-040-02-11, 147-050-02-11, 147-050-03-11, 147-05-19-11, 147-070-04-11, 147-070-05-11, 147-080-01-11, 147-080-03-11, 147-080-11-11, 147-080-14-11, 147-080-15-11, 021-010-003, 021-020-001, 016-100-004, 016, 090, 059, 021-010-006, 021-010-012, 016-100-005, 016-080-008, 016-070-012, 016-090-011, 021-010-013, 016-100-001, 016-100-006 and 016-080-007,. The subject is a 10,273.95-acre ranch with several smaller components as will be discussed herein.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The client in this assignment is the City of Santa Clara and the intended user of this report is Joseph Bruzzone with the City of Santa Clara and no others. The sole intended use is to determine a value for a possible sale of the property. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

#### Extraordinary Assumptions:

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

#### Hypothetical Conditions:

- None

Based on the analysis contained in the following report, our value conclusion is as follows:

#### Value Conclusion

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
<b>Value Conclusion</b>	<b>\$4,110,000</b>
	<i>\$400.04 per acre</i>

Respectfully submitted,  
Valbridge Property Advisors | Northern California



John A. Hillas, MAI, SRA  
Managing Director  
California Certified License #AG002432  
January 21, 2021

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# Summary of Salient Facts

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## Property Identification

Property Name	Loyalton Ranch Property
Property Address	East of Loyalton and West of Cold Springs in Sierra and Lassen Counties
Latitude & Longitude	39.67918, -120.130868
Tax Parcel Numbers	147-040-02-11,147-050-02-11,147-050-03-11,147-05-19-11,147-070-04-11,147-070-05-11,147-080-01-11,147-080-03-11,147-080-11-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004,016,090,059,021-010-006,021-010-012,016-100-005,016-080-008,016-070-012,016-090-011,021-010-013,016-100-001,016-100-006 and 016-080-007
Property Owners	City of Santa Clara

## Site

Zoning	General Forrest, Mixed-industrial, Open Space (GF,MI,OS)
FEMA Flood Map No.	06091 C0250C (02/02/2012)
Flood Zone	Zone X, Not a Designated Flood Prone Area
Gross Land Area	10,273.950 acres
Usable Land Area	10,273.950 acres
Sierra County Acres	6,371.460 acres
Lassen County Acres	3,902.490 acres
Total Land Area	10,273.950 acres

## Valuation Opinions

Highest & Best Use - As Vacant	Grazing land
Reasonable Exposure Time	Four to Six Months
Reasonable Marketing Time	Four to Six Months

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## Value Indications

Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable

## Value Conclusion

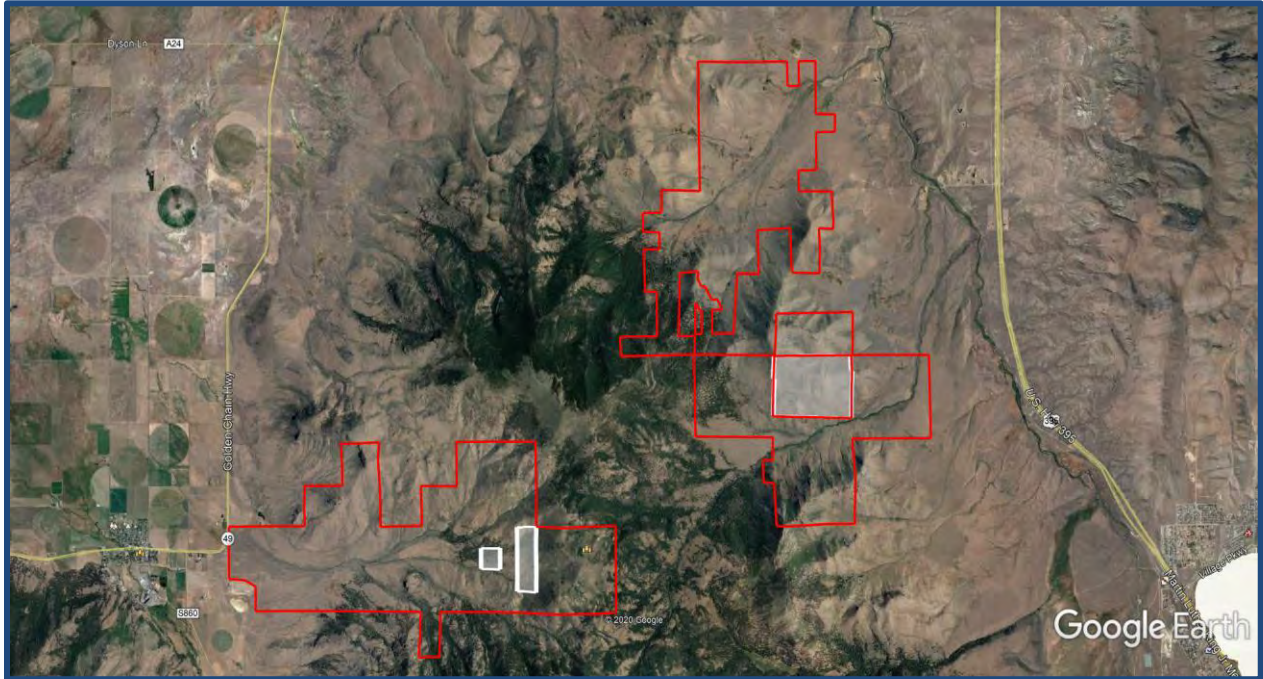
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
<b>Value Conclusion</b>	<b>\$4,110,000</b>
	<i>\$400.04 per acre</i>

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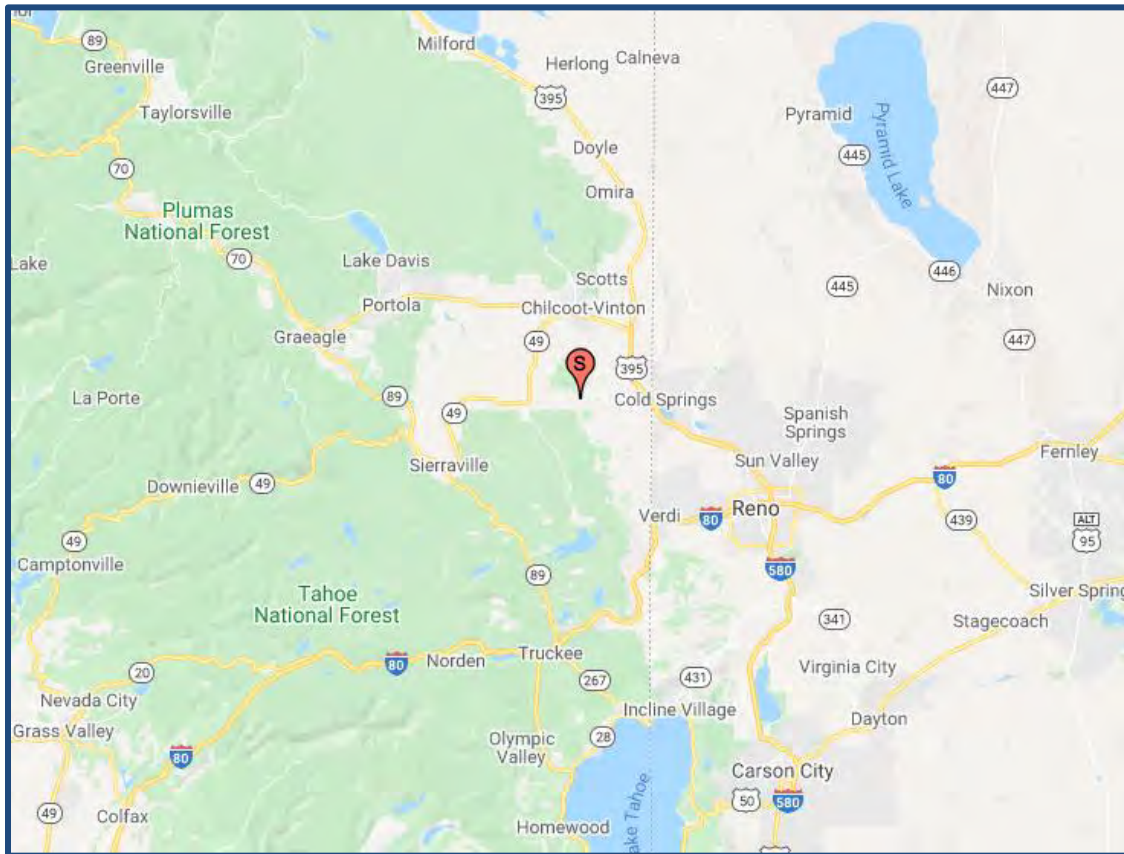
# Aerial Photograph

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## AERIAL VIEW



# Location Map



# Introduction

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## Client and Intended Users of the Appraisal

The client in this assignment is the City of Santa Clara and the sole intended user of this report is Joseph Bruzzone with the City of Santa Clara.

## Intended Use of the Appraisal

The sole intended use of this report is to determine a value for a possible sale of the property.

## Real Estate Identification

The subject is located within Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified by tax parcel numbers 147-040-02-11,147-050-02-11,147-050-03-11,147-05-19-11,147-070-04-11,147-070-05-11,147-080-01-11,147-080-03-11,147-080-11-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004,016,090,059,021-010-006,021-010-012,016-100-005,016-080-008,016-070-012,016-090-011,021-010-013,016-100-001,016-100-006 and 016-080-007,.

## Legal Description

A legal description of the property was not provided. The assessor parcel numbers, maps, and exhibits herein are considered to adequately identify the property.

## Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was agricultural undeveloped land.

## Use of Real Estate as Reflected in this Appraisal

Same as above.

## Ownership of the Property

According to public records, title to the subject property is vested in the City of Santa Clara.

## History of the Property

Ownership of the subject has not changed within the past three years. According to the City of Santa Clara, the property was purchased in 1977 for \$1,613,850 (\$157/acre). We have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

## Analysis of Listings/Offers/Contracts

The subject is not currently listed for sale or under contract for sale. There have been no known offers to purchase the subject.

## Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests.*
- *A reasonable time is allowed for exposure in the open market.*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.*

The value conclusions apply to the value of the subject under the market conditions presumed on the effective date of value. Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

### Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed an opinion of value for the subject property under the following scenario of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	May 20, 2020

### Date of Report

The date of this report is June 5, 2020.

### List of Items Requested but Not Provided

- None

### Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

#### Extraordinary Assumptions

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

#### Hypothetical Conditions

- None

# Scope of Work

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The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

## Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via county records and assessor plats from Lassen and Sierra County.
- Economic Characteristics - Economic characteristics of the subject were identified via information provided by the client, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via information provided by our client, as well as aerial photography from Google Earth, topographic maps and other technology resources.

## Extent to Which the Property Was Inspected

The property was not physically inspected by the appraiser. The subject property consists of over 10,000 acres of rural acreage, much of which has limited accessibility. Our analyses of available aerial photography and topographic maps was considered the best way to understand the physical characteristics of the property. The appraiser also has familiarity with the general area.

## Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

## Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. One or more of these approaches are used in all estimations of value.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the Sales Comparison Approach. The Cost Approach was not used because this is an appraisal of land only and there are no improvements for which costs can be estimated and accrued depreciation quantified. The Income

Capitalization Approach was not used because this is an appraisal of land only and market participants do not employ this approach for valuing land only. Such acreage is not traded on the basis of the revenue it would generate, but rather on the sale price per acre of land area (Sales Comparison Approach.)

### Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

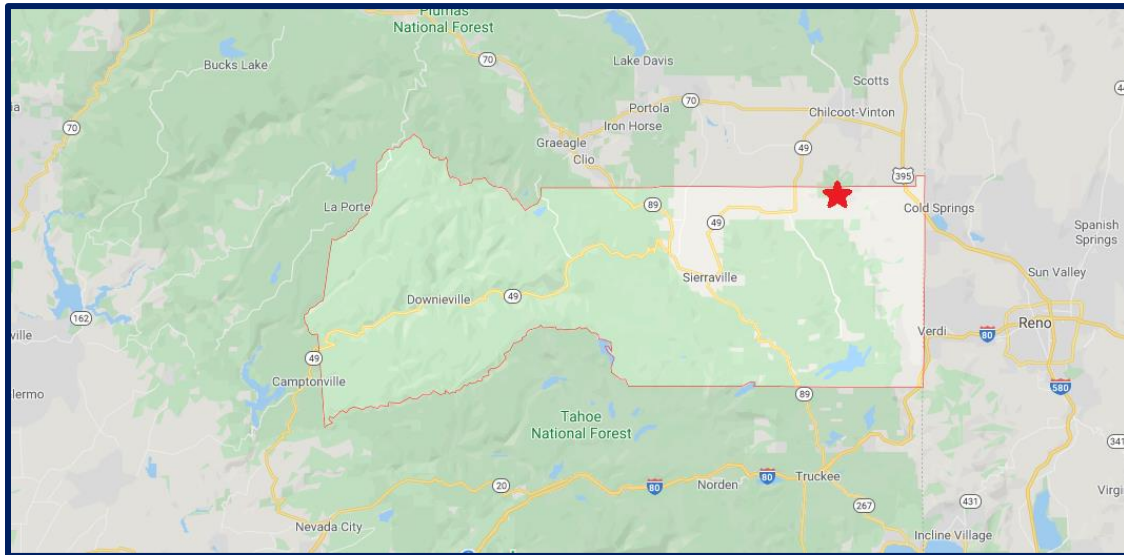
This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

### Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

# Regional and Market Area Analysis

**REGIONAL MAP**



## Overview

The subject property is located near Loyaltan, California with parcels sitting in both Sierra and Lassen counties. This area is in the northern/northeastern portion of the State. Both counties border the state of Nevada in a mountainous area rich in forestry and full of wildlife. These counties have a combined population of approximately 37,000 with only roughly 700 of those people residing in Loyaltan. The area was settled in the 1950s, with the City being established in 1864. Loyaltan is much the same today as it was back then and even refers to itself as the “city with more animals than people.”

Note that much of the following pertains to Sierra County but would be similar for Lassen County.

## Population

Sierra county has a very small population with only about 3,214 residents, and while Lassen county is larger in population, housing 32,981 residents as of 2019, both counties are still very small compared to the rest of the state.

According to the Site to Do Business projections, presented below, both Sierra and Lassen counties are expected to see a decrease in population with a change of -0.4% annually between 2019-2024.

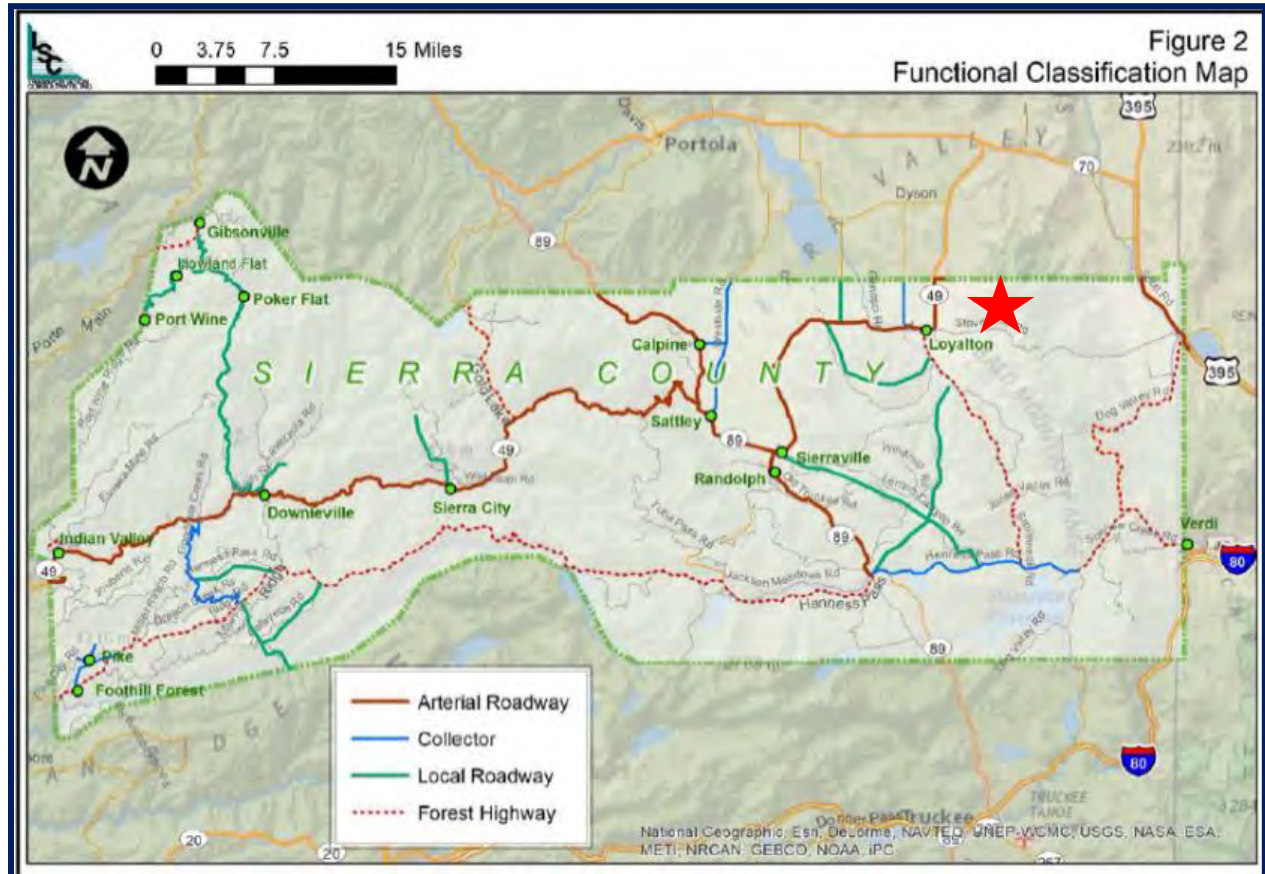
### Population

Area	2000	2010	Annual % Change 2000 - 10	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
United States	281,421,906	308,745,538	1.0%	332,417,793	345,487,602	0.8%
California	33,871,648	37,253,956	1.0%	39,813,541	41,166,386	0.7%
Lassen County	33,828	34,895	0.3%	32,981	32,284	-0.4%
Sierra County	3,555	3,240	-0.9%	3,214	3,149	-0.4%

Source: Site-to-Do-Business (STDB Online)

## Transportation

Public transportation in Sierra County is very limited. There is no fixed route transit service, but public transportation is provided by two non-profit transit services, which services both Sierra County and the City of Loyalton. These services are open to the general public but primarily specialize in the elderly and disabled population. Considering the small population and the rural nature of Sierra County, there are currently no plans to increase or add public bus services as it is not necessary or financially feasible at this time.



Air service in the area is very minimal. The Sierraville Dearwater Field Airport is the only designated airport in Sierra County, and it is classified as a Basic Utility airfield. The airport provides a link for local and regional aviation uses. The field is used for recreation, ingress and egress for regional events, occasional charter services and emergency services. Air freight in the county is limited to occasional service by private aircraft. Residents in Sierra county typically use airports in Reno, Sacramento, and San Francisco for their commercial needs.

With such a small population, traffic congestion is not usually a problem in the City of Loyalton or the Sierra/Lassen County areas. About 64 miles of State Route 49 runs east-west through Sierra County and Loyalton. State Route 89 runs from Nevada County to the Plumas County line, crossing through about 30 miles of Sierra County. SR 89 largely carries local, commercial, and recreational traffic through undeveloped forest land with restricted access. US 395 runs through the northeastern corner of the county. A 1.6-mile-long section of I-80 passes through the southeastern corner of Sierra County.

## Employment

The services sector provides the largest number of jobs in Sierra County. The second largest employment sector in the region is construction. The third largest percentage of jobs is provided by public administration.

### Employment by Industry - Sierra County, CA

Industry	2019 Estimate	Percent of Employment
Agriculture/Mining	81	6.50%
Construction	284	22.70%
Manufacturing	42	3.40%
Wholesale trade	1	0.10%
Retail trade	51	4.10%
Transportation/Utilities	135	10.80%
Information	2	0.20%
Finance/Insurance/Real Estate Services	2	0.20%
Services	435	34.80%
Public Administration	214	17.10%
<b>Total</b>	<b>1,249</b>	<b>100.0%</b>

*Source: Site-to-Do-Business (STDB Online)*

## Unemployment

The unemployment rate in Sierra County is currently higher than the rates of the state and nation. The County unemployment rate was 8.5% as of March 2020 (most recent available). That is almost double what it was the year prior. The State of California is at 5.6% while the Nation sits at 3.5% for the same time period.

Unemployment rates locally and nationwide had been on a decreasing trend over the last several years but more recently have increased, as shown in the table below. Due to the recent spread of Covid-19, California issued a "Shelter in Place" order which has led to massive lay-offs throughout the state causing unemployment rates to rise. The full scope of that impact is yet to be seen.

### Unemployment Rates

Area	YE 2013	YE 2014	YE 2015	YE 2016	YE 2017	YE 2018	YE 2019	YTD 2020
United States	6.7%	5.6%	5.0%	4.7%	4.1%	3.9%	3.5%	3.5%
California	8.0%	6.6%	5.6%	5.1%	4.3%	4.2%	3.7%	5.6%
Sierra County	11.9%	10.2%	8.4%	8.3%	5.8%	5.8%	4.5%	8.5%

*Source: Bureau of Labor Statistics - Year End - National & State Seasonally Adjusted*

## Median Household Income

Lassen and Sierra Counties have a median household income which is quite a bit lower than that of the state and national average but is expected to grow by about 1.5-3 percent over the next four years. Total median household income for the region is presented in the following table. Overall, the subject compares unfavorably to the state and the country.

### Median Household Income

Area	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
United States	\$60,548	\$69,180	2.9%
California	\$74,520	\$86,333	3.2%
Lassen County	\$54,165	\$62,166	3.0%
Sierra County	\$53,341	\$57,386	1.5%

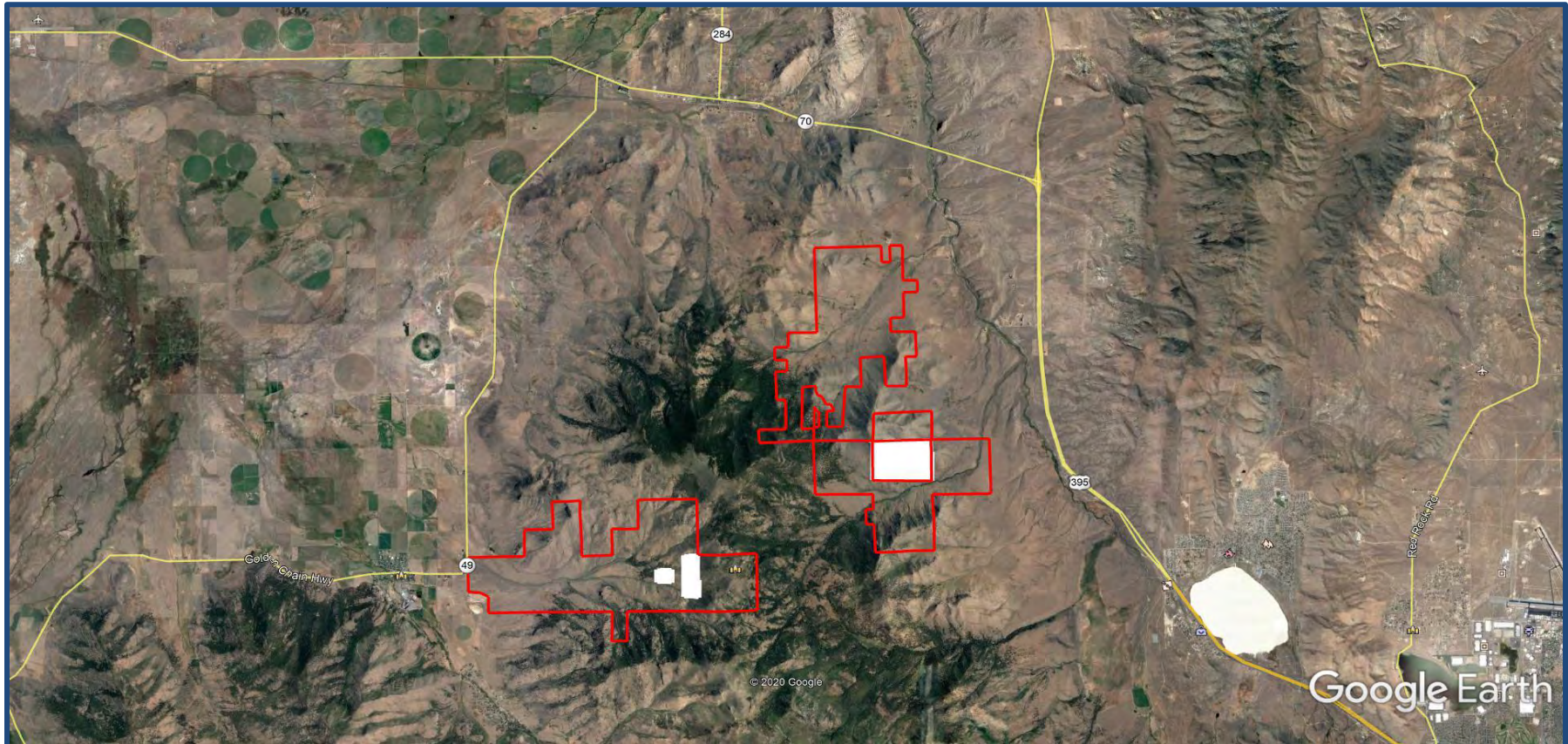
*Source: Site-to-Do-Business (STDB Online)*

### Conclusions

Sierra County and Lassen County are well up into the Sierra Nevada and consist mostly of rural/remote acreage and small communities. With a decreasing population, aging work force and limited local training options the pool of workers in this area is quite small and talent attraction is difficult due to lack of housing availability. Most of the housing is owner occupied with limited rental options. There is a significant amount of land that is owned by the Federal or State Government. Although Loyalton is the biggest community within Sierra County it has been called “the loneliest town in America” because visitors are few and far between. Despite the scenic views and pleasant small-town atmosphere, there is not much to attract tourism keeping the town much as it was 150 years ago: small, quiet, and full of wildlife and natural beauty.

In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown.

**GOOGLE AERIAL**



The subject acreage is outlined in red. The white shaded areas within the boundaries of the subject acreage are Federal or State owned land. The town of Loylton is to the southwest, Cold Springs and other suburbs of Reno are to the east/southeast.

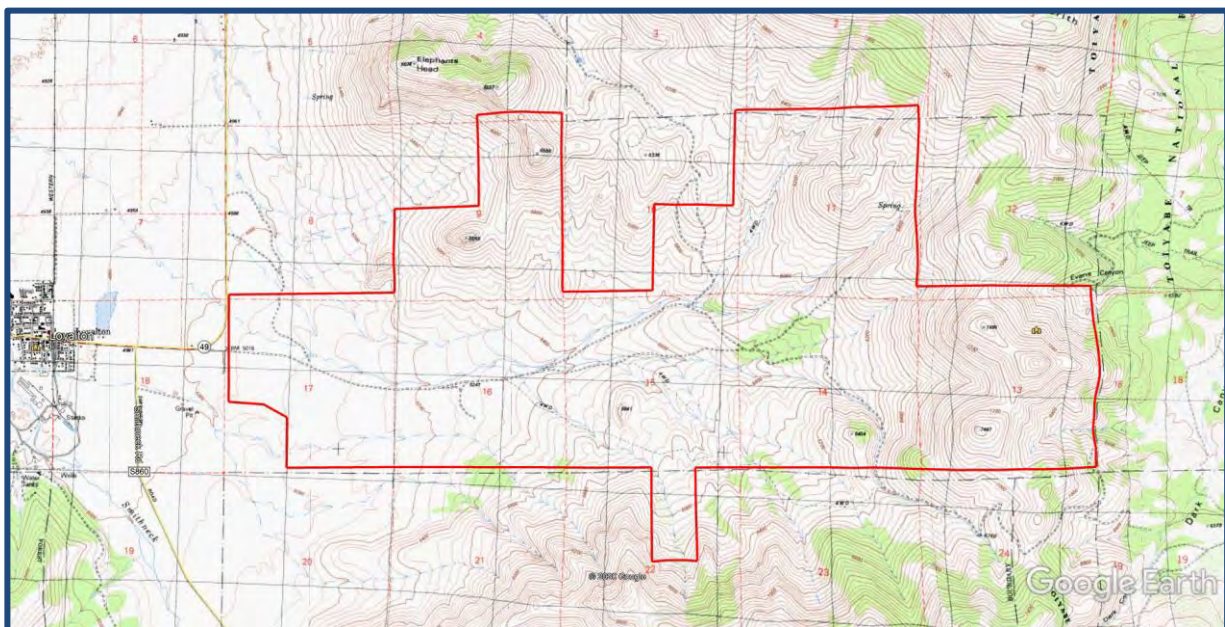


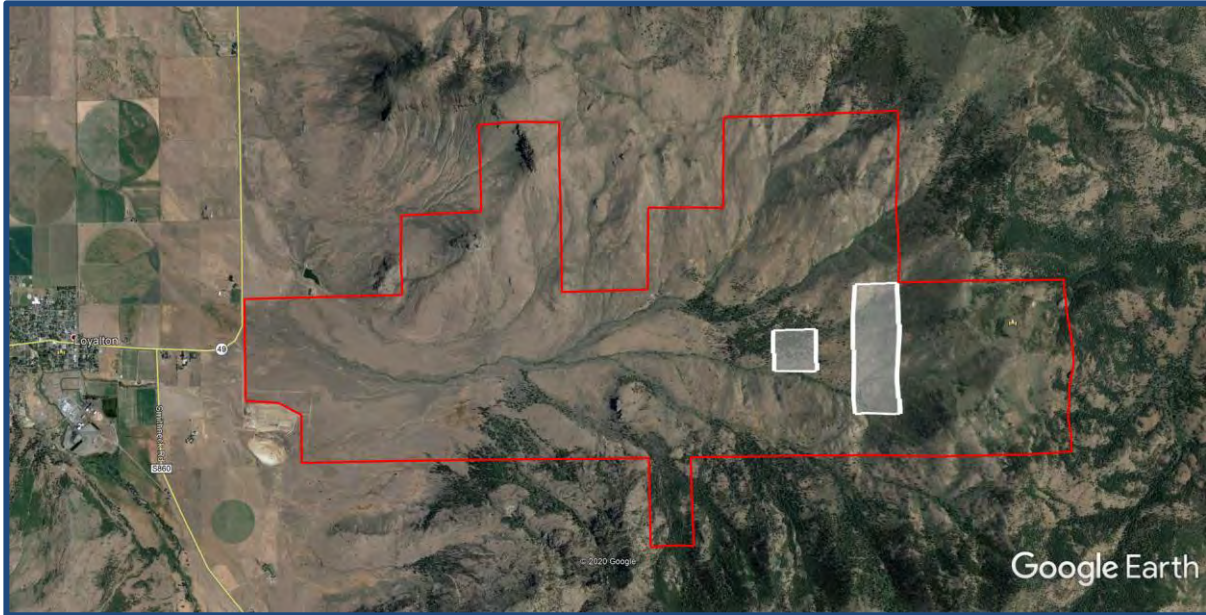
# Site Description

The subject property is located in northeastern California, about 100 air miles northeast of Sacramento, and about 20 air miles northwest of Reno. The property is just east of Loyalton, and northwest of Cold Springs, Nevada. The characteristics of the site are summarized as follows:

## Site Characteristics

Summary:	The property consists of three components of acreage that is remote and in a generally native state. The acreage has historically been used as seasonal grazeland.
Location:	The acreage is within Sierra County and Lassen County, CA, just east of Loyalton, CA and just west of Cold Springs, Nevada.
Gross Land Area:	10,273.95 Acres
Lassen County Acres:	3,902.49 Acres
Sierra County Acres:	6,371.46 Acres
Shape:	Irregular
Topography:	Topography ranges from lower mildly sloping flatlands to steep sloping areas and peaks. Following is a brief description of each of the three main components of the property.
Western Acreage:	The western acreage, just east of Loyalton, is relatively flat in the western portion at about 5,000 feet elevation, extending easterly to peaks that are almost 7,500 feet high. There is somewhat of a valley that extends upward in elevation from the west to the east, sloping up also toward the north and south. There are several "jeep" trails identified on the topographic map, and one named "road" (Staverville Road) that is basically a trail.



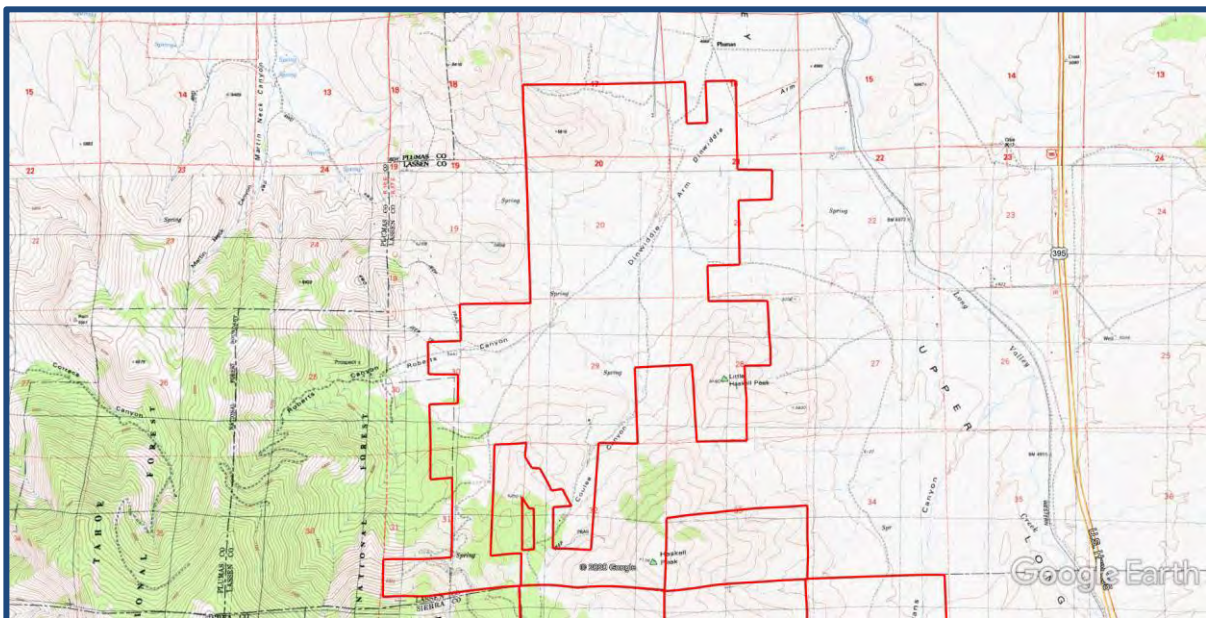
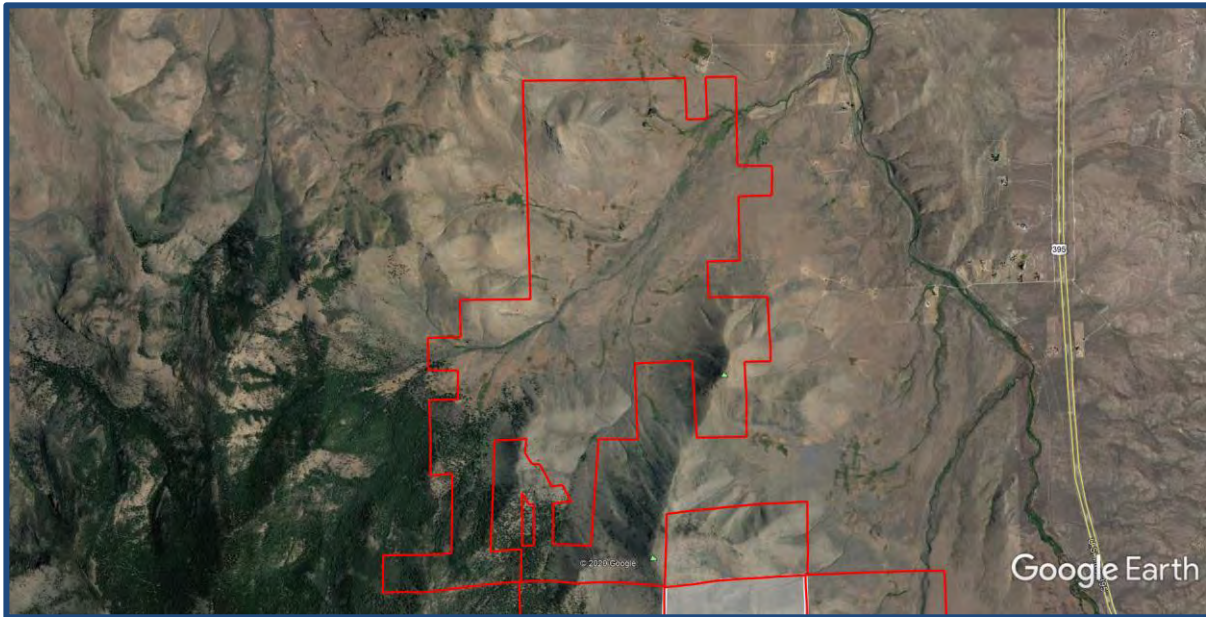


There are several high peaks in this portion of the property. Notably, there are two “islands” of public land reflected in the white shaded areas in the aerial image above.

**Northeastern Acreage:**

The northeastern acreage is southwest of the intersection of Highway 70 and the 395 Freeway, just east of Reno Junction. This is considered the main ranch area with a farmstead in the northern portion.

This acreage has a significant amount of nearly level or gently sloping acreage, sloping up to the south and southeast, as well as to the northwest. The lower area in the northeast part of this acreage is at about 5,000 feet elevation, extending southerly to just over 6,000 feet, with higher areas up to 7,000 feet to the southwest.

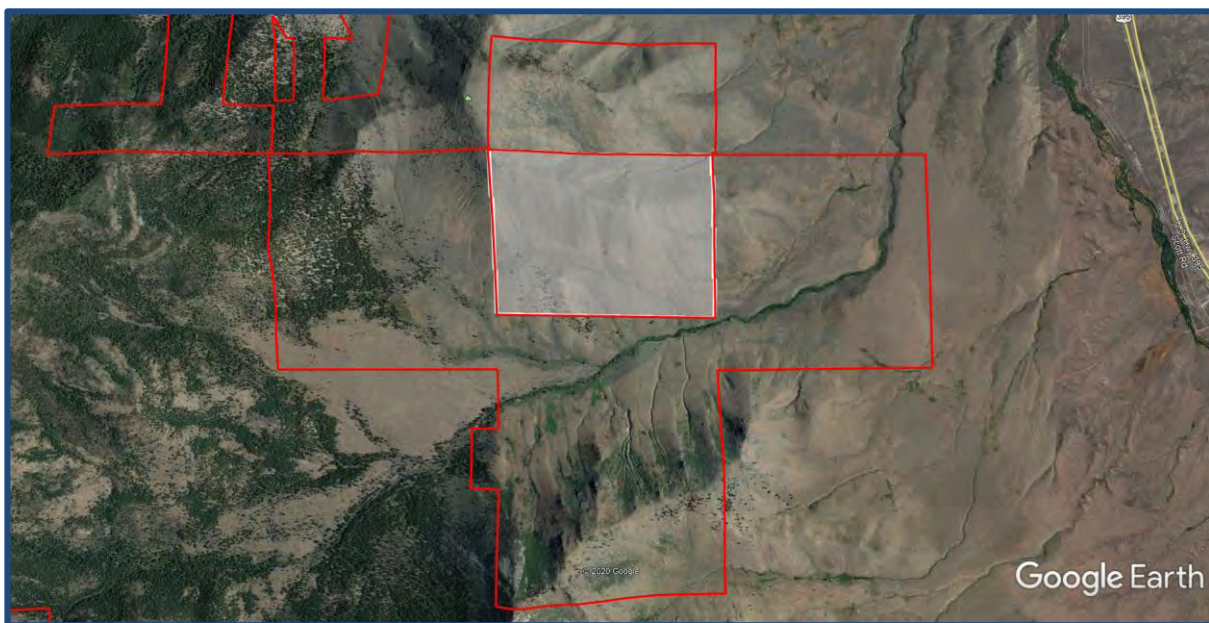
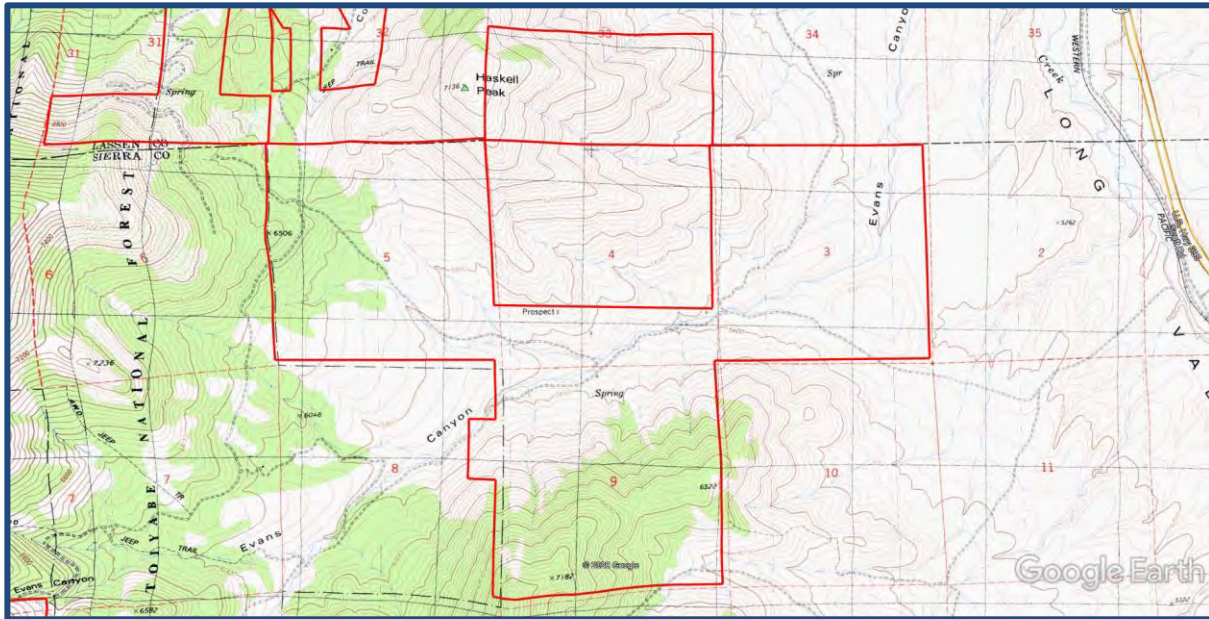


There is publicly owned land adjacent to the south. One small portion of the subject is an island within this public land.

**Southeastern Acreage:**

The southeastern component of the property is similar to the others in that it has valley areas and high peaks, but it differs from the other two property components in that it has inferior access.

As reflected in the aerial photo below, there is a portion of public land (white shaded) that extends into the subject acreage, with additional subject acreage north of that. Aside from "touching" the southern edge of the northeastern part of the property, it is not technically adjoining.



Note in the topographic map above where the Lassen/Sierra County line crosses the property.

**Utilities:**

Electric power is believed to exist at the western edge near Loyaltan, and in the northeastern part of the property near the existing farmstead. The main ranch site has a domestic well.

**Access:**

The acreage is considered remote. The property is accessible from the southwest corner where Garbage Pit Road connects with Staverville Road. Staverville Road runs West-East through the Southern portion of the Sierra County parcels.

There is also access from the northeast, with ranch roads extending southwesterly. There is also a ranch road which appears to extend easterly from the northeast acreage to Bringman Road and the 395 freeway.

The southeast part of the property has inferior access when compared to the other two property components. There is a trail/road which extends from the 395 freeway toward the southeastern part of this southeastern acreage, but it would require an offroad vehicle.

Significantly, legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

## Other Site Conditions

Soil Type:	This is remote hilly acreage at 5,000 to 7,500 feet elevation. It is rocky and typically consists of soils that would not be highly rated for productive agriculture, other than seasonal grazeland.
Environmental Issues:	An environmental site assessment report was not furnished for our review. The appraisers are not considered experts in hazardous materials. The client is advised to obtain a report from an environmental expert if further investigation is desired. It is assumed that the property is free of any environmental concerns.
Easements/Encroachments:	A Preliminary Title Report was not provided for review. We note that appraisers are not experts with regard to matters of title. We assume that there are no easements or encumbrances or other matters of record that would materially affect the value of the subject property either positively or negatively.
Earthquake Zone:	The property is not located in an Alquist-Priolo Special Studies Zone for earthquake hazard. Earthquake hazard is typical for the overall area.
Wetlands Classification:	Not applicable

## Zoning Designation

Zoning Jurisdiction:	Sierra County and Lassen County
Zoning Classification:	Sierra: GF (General Forest) and A1 (Agriculture 1) Lassen: OS (Open Space)
General Plan Designation:	Sierra: Agricultural, Forest Lassen: Extensive Agriculture
Permitted Uses:	Permitted uses are primarily agricultural in nature. Limited residential use is also allowed. The forest designation provides for the harvest of timber where there is adequate supply/access.

## Analysis/Comments on Site

The subject consists of acreage in the northeast part of the state of California, just northwest of Reno, Nevada. It includes  $\pm 6,371.46$  acres in Sierra County, and  $\pm 3,902.49$  acres in Lassen County. There are three separate ranch components, including the  $\pm 3,582.49$  acre main headquarters ranch accessible from the north,  $\pm 4,272.46$  acres in the southwest portion, just east of Loyalton, and a third component east of Loyalton and south of the main headquarters ranch. This third component in the southeast is more remote with inferior access. It amounts to  $\pm 2,419$  acres. The main headquarters ranch includes a farmstead, but the property is otherwise unimproved but for fencing. There are no known developed irrigation systems, the acreage is served by natural ponds and creeks, etc.

The property has historically been used for seasonal grazeland. With elevations of 5,000 to over 7,000 feet in the Sierra Nevada, snow limits grazing during winter and into the early spring.

# Assessment and Tax Data

## Assessment Methodology

The State of California has provided for a unified system to assess real estate for property taxes. Assessment Districts are established on a county basis to assess real estate within the county. The appraised property falls under the taxing jurisdiction of Lassen and Sierra Counties and is subject to both general taxes and direct assessments.

## Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates and total taxes including direct assessments are shown in the following table. The first 11 parcels are in Lassen County, the others are in Sierra County.

### Tax Schedule

Tax Year	Parcel Number	Assessed Value - Land	Assessed Value - Imp.	Assessed Value	Tax Rate	Special Assessments	Tax Expense	
1	2019	147-040-02-11	\$16,407		\$16,407	1.000000%	\$164	
2	2019	147-050-02-11	\$22,975	\$38,607	\$61,582	1.000000%	\$616	
3	2019	147-050-19-11	\$13,126		\$13,126	1.000000%	\$131	
4	2019	147-050-20-11	\$26,258		\$26,258	1.000000%	\$538	
5	2019	147-070-04-11	\$15,989		\$15,989	1.000000%	\$160	
6	2019	147-070-05-11	\$13,126		\$13,126	1.000000%	\$131	
7	2019	147-080-01-11	\$22,524		\$22,524	1.000000%	\$225	
8	2019	147-080-03-11	\$14,729		\$14,729	1.000000%	\$147	
9	2019	147-080-11-11	\$34,812		\$34,812	1.000000%	\$348	
10	2019	147-080-14-11	\$1,097		\$1,097	1.000000%	\$11	
11	2019	147-080-15-11	\$8,283		\$8,283	1.000000%	\$83	
12	2019	016-070-012	\$98,400		\$98,400	1.047000%	\$144	
13	2019	016-080-007	\$27,579		\$27,579	1.047000%	\$48	
14	2019	016-080-008	\$131,200		\$131,200	1.047000%	\$192	
15	2019	016-090-011	\$131,200		\$131,200	1.047000%	\$192	
16	2019	016-090-059	\$104,796		\$104,796	1.047000%	\$154	
17	2019	016-100-001	\$131,200		\$131,200	1.047000%	\$192	
18	2019	016-100-004	\$98,400		\$98,400	1.047000%	\$144	
19	2019	016-100-005	\$103,421		\$103,421	1.047000%	\$51	
20	2019	021-010-003	\$131,200		\$131,200	1.047000%	\$1,374	
21	2019	021-010-006	\$25,855		\$25,855	1.047000%	\$271	
22	2019	021-010-012	\$65,600	\$1,243	\$66,843	1.047000%	\$700	
23	2019	021-010-013	\$5,330		\$5,330	1.047000%	\$56	
24	2019	021-020-001	\$113,980		\$113,980	1.047000%	\$1,193	
Total			<b>\$1,357,487</b>	<b>\$39,850</b>	<b>\$1,397,337</b>		<b>\$1,392</b>	<b>\$15,915</b>

## General Taxes

The amount of General Taxes due is quantified by multiplying the assessed value by the tax rate. In the State of California, real estate is assessed at 100% of market value as determined by the County Assessor's Office. The tax rate consists of a base rate of 1% plus any bonds or fees approved by the voters. The County Tax Rate for the Sierra County acreage is 1.047%. The rate in Lassen County is 1.0%

### Direct Assessments

Direct assessments are tax levies that are not dependent upon the assessed value of the property. They are levied regardless of assessment. According to the Lassen and Sierra County Tax Collector's Offices, the direct assessments for the subject are \$1,392.

### Current and Future Taxes

Proposition 13 was passed by voters in June 1978 and substantially changed the taxation of real estate in California. This constitutional amendment rolled back the base year for assessment purposes to the tax year 1975-1976. Annual increases in assessed value are limited to 2 percent per year, regardless of the rate of inflation. Real estate is subject to re-appraisal to current market value upon a change in ownership or new construction. Property assessments in years subsequent to a change of ownership or new construction are referred to as factored base values.

Proposition 8, which passed in November 1978, states that the Assessor shall lower tax roll values to fair market value whenever the assessed value exceeds fair market value. It mandates that the lower of fair market value or factored base value be placed on the assessment roll. When fair market values are enrolled, the Assessor reassesses the property annually until such time as fair market value again equals or exceeds the factored base year value. For properties that have been owned for several years, the assessed value may not reflect the current fair market value. Furthermore, due to adjustments following a Prop 8 reduction, increases in assessed value can increase substantially more than 2% per year until the assessment again matches the factored base year value.

### Conclusions

According to the Lassen and Sierra County Tax Assessors Offices the subject's property taxes are current as of the date of value.



## Highest and Best Use

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The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

### Analysis of Highest and Best Use As Though Vacant

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

#### Legally Permissible

The subject site is zoned General Forest, Open Space and Agriculture. The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants, or other use restrictions that would unduly limit or impede development.

#### Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature which would adversely impact development with the legal permitted uses. The property has historically been used for livestock grazing and recreational uses.

#### Financially Feasible

The probable use of the site for agricultural and recreational uses conforms to the pattern of land use in the market area. An agricultural ranch and/or recreational use is feasible and most likely. A residential use as an accessory to the agriculture use is also quite common.

#### Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for continuation of the current agricultural and recreational use.

### Conclusion of Highest and Best Use As Though Vacant

The conclusion of the highest and best use as though vacant is for continuation of the current agricultural and recreational use.

### Analysis of Highest and Best Use as Improved

In determining the highest and best use of the property as improved, the focus is on three possibilities for the property: (1) continuation of the existing use, (2) modification of the existing use, or (3) demolition and redevelopment of the land.

The only improvements to the property consist of fencing and a farmstead. Retaining the improvements as they exist meets the tests for physical possibility, legal permissibility, and financial feasibility. The improvements are reportedly in serviceable condition and any alternative use of the existing improvements is unlikely to be economically feasible.

### Conclusion of Highest and Best Use As Improved

The highest and best use of the subject property, as improved, is continuation of the existing agricultural and recreational use.

### Most Probable Buyer

As of the date of value, the most probable buyer of the subject is an owner/user who intends to graze the acreage or use for recreational purposes.

# Sales Comparison Approach

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## Methodology

The Sales Comparison Approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

The process of developing the Sales Comparison Approach consists of the following: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject.

## Unit of Comparison

The primary unit of comparison selected depends on the appraisal problem and nature of the property. The primary unit of comparison in the market for properties such as the subject is the price per acre.

## Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

## Comparable Sales Data

We conducted a search for market data in a variety of resources and public records, as well as interviews with knowledgeable real estate professionals in the area.

We considered many transactions but focused our analysis on the six most relevant sales of agricultural properties in the area. The data presented herein were judged to be the most comparable to develop an indication of market value for the subject property.

While some of the sales are not as recent as would be ideal, the market for this type of property has been generally trending very moderately upward.

There is a general trend evident where the smaller magnitude sales reflect higher prices per acre, and the opposite is generally true. Other factors can offset this size/price relationship.

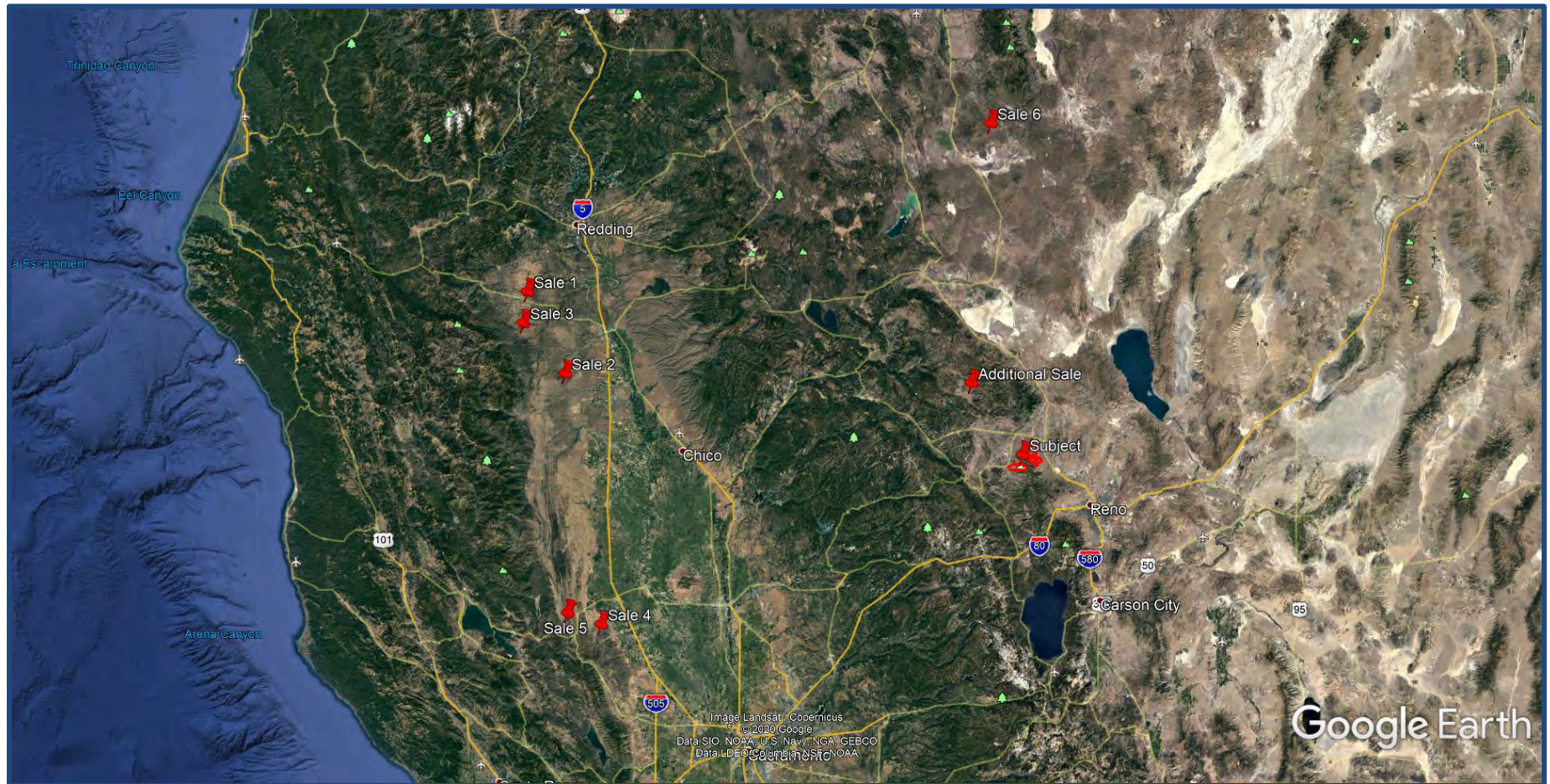
The table on the following page summarizes the sales, followed by a map displaying the location of each comparable in relation to the subject, and a land sale ranking grid which illustrates our analyses.

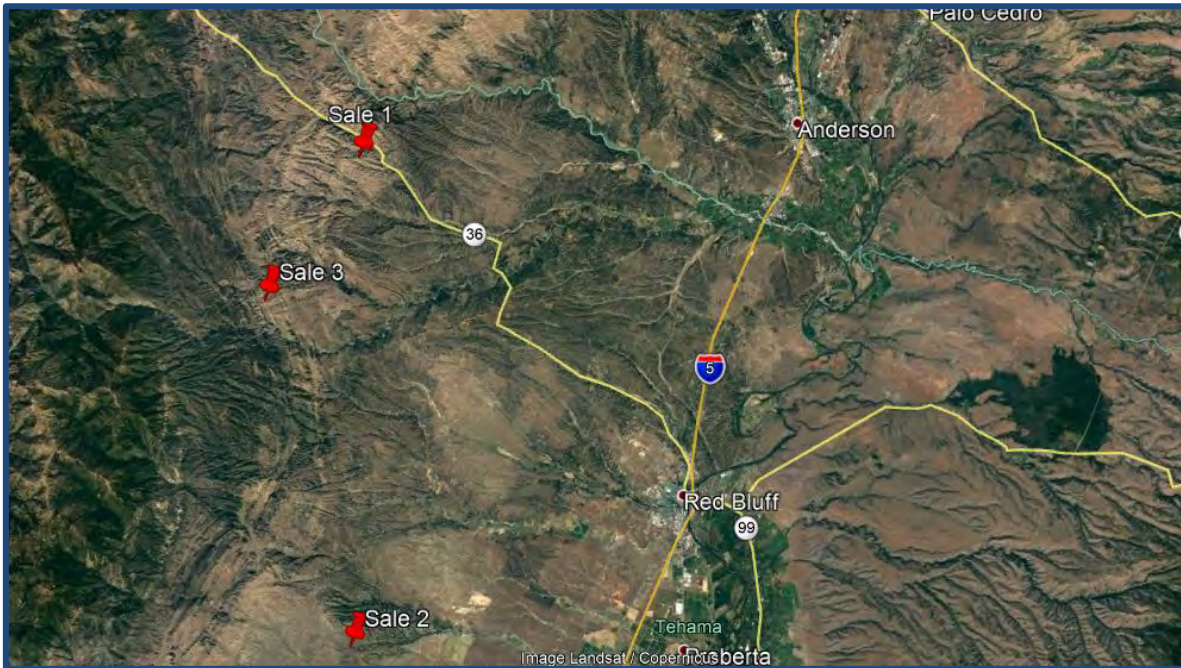
**COMPARABLE SALES DATA**

Sale No.	Location	Grantor	Sale Date	Size (acres)
		Grantee Reference No.		Struct Impr Price/Acre
1	24 Miles NW of Red Bluff Red Bluff, Tehama County	Various (Diamond)	6/8/2018	6,579.28
		Lazy Spade Doc#2018-6384	\$6,977,000	None
				<b>\$1,060</b>
2	14 Miles NW of Corning Flournoy, Tehama County	Lammers Properties, LLC	2/15/2018	5,379.85
		Lowe Trust Doc#2018-001529	\$5,900,000	Farmstead
				<b>\$1,097</b>
3	Intersection of Pettyjohn and Weemasoul Roads Red Bluff, Tehama County	Cliff Cattle Co.	10/26/2017	16,127.80
		Peyton Pacific Properties, LLC Doc#2017-13622	\$9,000,000 \$390,000	Farmstead
			\$9,390,000	<b>\$582</b>
4	17 Miles W of Williams on Spring Valley Rd & 7 Miles W of Arbuckle by easement off the end of Hahn Road Arbuckle, Colusa County	Brackett Ranches	4/17/2017	8,392.80
		M & R LaGrande Doc#2017-1352	\$6,500,000	Yes
				<b>\$774</b>
5	18 Miles SW of Williams off of Bear Valley Rd Williams, Colusa County	Brackett Ranches	3/27/2017	12,896.46
		Nobmann, LLC Doc# 2017-1109	\$10,000,000	Farmstead
				<b>\$775</b>
6	12 miles NE of Ravendale Ravendale, Lassen County	Roberts Trust	7/22/2016	23,500
		Dodge Ranch, LLC Doc# 2016-3293	\$9,200,000 (\$1,800,000)	Farmstead
			\$7,400,000	<b>\$315</b>

*Sale 3 is adjusted upward for a cash equivalency adjustment. Sale 6 is adjusted downward to exclude the estimated contributory value of improvements. Some of the other sales also had improvements but they were not significant enough to warrant formal adjustment.*

**COMPARABLE SALES MAP**



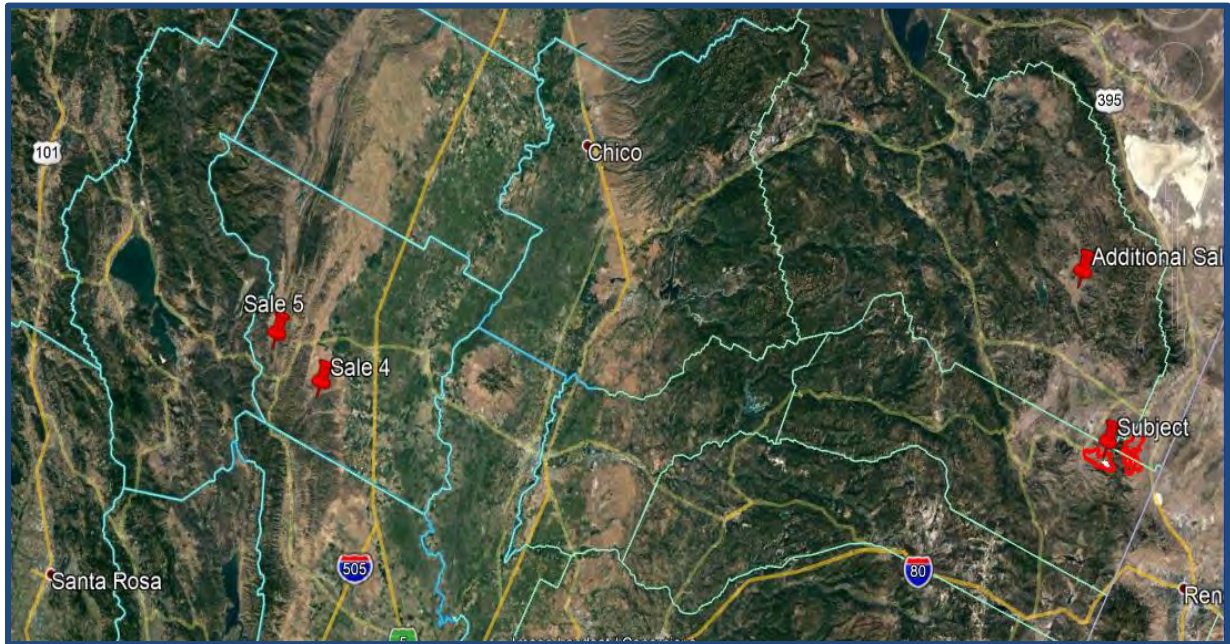
**SALES 1, 2 AND 3**

**Sale 1 (\$1,060 per acre)** This is the sale of approximately 6,578.28 acres of grazeland that abuts Highway 36 on the north end. It has rolling hills in the interior portion and has been used for yearlings for a number of years. The property was purchased with four separate purchase agreements. The property receives surface water but does not have an irrigation system. There is no conservation easement on this property.

**Sale 2 (\$1,097 per acre)** This is the sale of approximately 5,379.85 acres of grazing land that also consists of improvements. This property has perimeter fencing, single wide mobile home, a hay/pole barn with attached tack room and horse stalls plus a steel corral area with lead up, squeeze, and loading chute. The property has adequate stock water from a variety of reservoirs and a hill water system that is comprised of a well with tank, troughs, and underground pipelines. The topography ranges in elevation from 630'-1050'. The contributory value of the improvements is nominal.

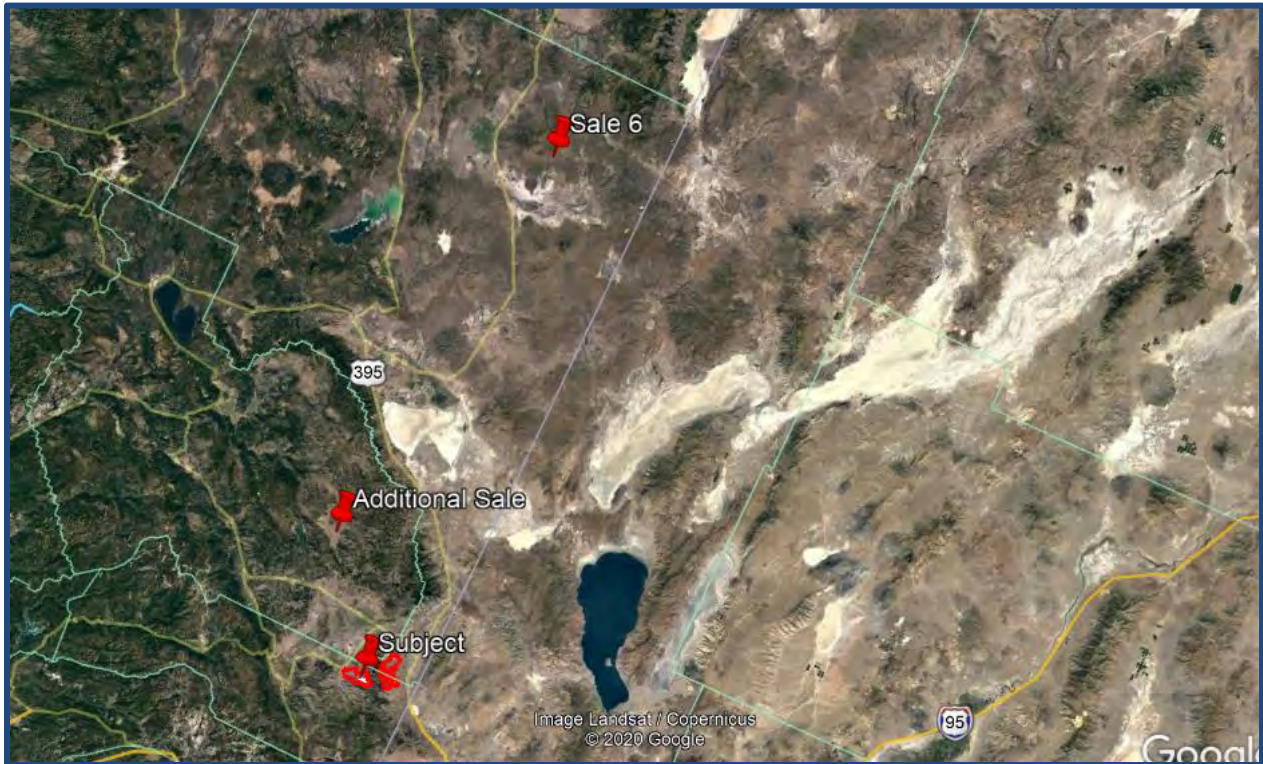
**Sale 3 (\$582 per acre)** This sale consists of approximately 16,127.82 acres of dry/ native foothill rangeland pasture located 16 miles west of Red Bluff and Interstate 5, south of Highway 36 in Tehama County. The sale is improved with three main farmstead areas that were reportedly modest and offered minimal to no contributory value. The property is perimeter fenced with some cross fencing and is reported to accommodate 700 pair on a seasonal basis. The topography varies from generally flat terrain to steeply rolling/ sloping land and the elevations range from 800'-2,066'. The native cover ranges from open/sparsely oak studded areas to dense brush, thick tree cover and significant rock outcroppings. The property does not receive water from an irrigation district, and there are no ag or deep wells on the property. There are several stock water ponds/reservoirs located throughout the property. Stock water is also derived from three solar powered domestic wells. The property sold for \$9,000,000, with favorable owner financing resulting in a cash equivalency adjustment of \$390,000 per the confirming source.

### SALES 4 AND 5



**Sale 4 (\$774 per acre)** This is the sale of approximately 8,392.80 acres of grazing land that is located west of Williams and west of Arbuckle. The property is improved with a cabin and barn that are of negligible value. The topography ranges from flat, to moderately sloping and undulating, to steep. The carrying capacity for this ranch is reportedly to be around 700 pair per season. PG&E is available in some areas, and stock water is provided by seasonal creeks, ponds, and springs.

**Sale 5 (\$775 per acre)** Approximately 12,896.46 acres of winter livestock range, with flat and gently sloping, to moderately sloping and undulating, to steep variations in topography. Access to the property is via paved and gravel based public roads. There is no irrigation water available to the property, stock water is provided from creeks, ponds, and wells with troughs. Utilities are minimal with only telephone service available. Electric power is provided by private hydroelectric plant supplied by the creek and backup solar panels. The property is improved with a manufactured home, cabin, powerhouse, and stock barn. The contributory value of the improvements is approximately \$70,000 which is considered negligible at about \$5 per acre overall. Some of the property is within a designated flood zone. This ranch is encumbered by an American Land Conservancy Conservation Easement which is nominally restrictive to (livestock grazing, no subdivision, and limits on residential improvements). The conservation easement has only a minor negative value impact as it does not change the highest and best use of the land. This property is within the Williamson Act.

**SALE 6**

**Sale 6 (\$315 per acre)** This is the sale of Dodge Ranch near Ravendale. The ownership totaled 23,500 acres in 27 nearby but non-contiguous parcels that are connected by BLM acreage. The acreage is at 5,000 to 6,000 feet in elevation making it similar to the subject in this regard. The property is improved with three dwellings, one bunkhouse, a shop, haybarn, along with livestock corrals and working facilities. The improvements were reported at \$200,000. Farm equipment was included in the sale which was valued at \$1,600,000. The property had been used for hay production.

An **additional sale** was also considered, but it is quite stale, and confirmation was not complete. It sold in 2014 and consists of about 12,000 acres at about 4,000 to 5,000 feet elevation in the Dixie Valley area about 20 miles north of the subject, plus about 5,100 acres of winter range west of Red Bluff. The sale also included 103,000 acres of adjoining BLM/USFS acreage under lease. The acreage features multiple dwellings, some of which are significant, as well as numerous other smaller structures and improvements. Including the improvements, the gross price is reported at \$586 per acre, but due to the laws in existence at the time, the sale price is not reflected in the deed and cannot be confirmed. We have considered this as an additional sale due to its proximity to the subject and similarity in altitude.

### Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment to the comparable was applied if inferior. A summary of the elements of comparison follows.



## Transaction Adjustments

These items are applied prior to the application of market conditions and property adjustments. Transaction adjustments include: Real Property Rights Conveyed, Financing Terms, Conditions of Sale, and Expenditures made immediately after purchase.

Sale 3 involved favorable owner financing, and this has already been adjusted. Sale 5 sold with a conservation easement, but it does not change the highest and best use of the land and the impact on value is not profound. Nonetheless, Sale 5 involved inferior property rights, and it warrants upward adjustment for this factor. None of the other sales required adjustment for these transactional factors.

## Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuations in supply and demand and other factors. The sales are arranged in descending order by sale date. The comparables are considered to represent generally recent sale transactions, relatively near the date of value. Furthermore, the market for this type of property has been relatively level, with a slight upward trend. Overall, while no formal adjustment is applied, we have considered the improving general economic trends in our reconciliation.

## Property Adjustments

Property adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments. We have summarized our adjustment analyses below. The pertinent elements of comparison and adjustments, if warranted, are based on our market research, best judgment, and experience in the appraisal of similar properties.

We have considered location with regard to proximity to linkages and accessibility. We have also considered the differences in topography, water improvements and structures, and magnitude. Severe topography limits productivity. Water and structural improvements are a factor in value enhancement, and there is a recognized relationship between size and price. Larger magnitude sales will almost universally sell for less per unit of measure than smaller magnitude sales, although this factor can sometimes be offset to some extent by other elements of comparison.

The valuation analyses are summarized in the following ranking array. The sales are arranged in descending order by sale price per acre. In such an array, the indicated value for the subject is shown on the following page below those which require downward adjustment, and above those which require upward adjustment.

### RANKING ARRAY

No.	Location	Sale Date	Size (Acres)	Price/Acre	Comment
2	Lowe Trust - Corning Tehama County	2/15/2018	5,379.85	\$1,097	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
1	Lazy Spade - Red Bluff Tehama County	6/8/2018	6,579.28	\$1,060	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
5	Nobmann, LLC - Williams Colusa County	3/27/2017	12,896.46	\$775	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for inferior property rights.
4	M & R LaGrande - Arbuckle, Colusa County	4/17/2017	8,392.80	\$774	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
3	Peyton Pacific - Red Bluff Tehama County	10/26/2017	16,127.80	\$582	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for larger magnitude.
<b>Subject</b>	<b>Loyalton Ranch</b>	<b>5/20/2020</b>	<b>10,273.95</b>	<b>\$400</b>	<b>Three acreage components of 4,272, 3,582 and 2,419 acres with the larger portions having access from a public road, and the third being very remote and accessible only via easement.</b>
6	Dodge Ranch	7/22/2016	23,500.00	\$315	Upward adjustment for greater magnitude, and a slight upward adjustment for improved market conditions.

### Reconciliation and Conclusion

The sales reflect range of \$315 to \$1097 per acre. Sale 6 is the lowest indicator which is the largest in magnitude. A reasonable value for the subject would be higher than the indication from Sale 6. The highest indicators are Sales 2 and 1, both of which are much smaller in magnitude, and both have superior access and utility. The remaining sales reflect a range from \$582 per acre to \$775 per acre.

All of the sales are agricultural grazeland in nature and offer varying degrees of improvements. Sale 4 (\$774/acre) is closest in size compared to the subject but has superior access. A reasonable value for the subject would be less than \$774 per acre. Sale 3 (\$582/acre) has lower elevation, superior accessibility, and is larger in magnitude. A reasonable value for the subject would lower than \$582/acre. A value of \$400 per acre is concluded.

### Sales Comparison Approach Conclusion

Overall, we have concluded that the value of the subject property, as of the effective date of value of May 20, 2020 can be calculated on the basis of \$400 per acre. This figure results in a value indication of \$4,110,000.

Value Indication via Sales Comparison Approach	
Total Acres	10,273.95
Value per Acre	\$400
Value Indication via Sales Comparison Approach	\$4,109,580
<i>rounded</i>	<b>\$4,110,000</b>

## Reconciliation

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Only one approach to value was considered applicable, therefore, no formal reconciliation is required.

The indicated value from the applicable approach and our concluded market value for the subject property are summarized in the following table.

Value Indications	
Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable

Value Conclusion	
Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
<b>Value Conclusion</b>	<b>\$4,110,000</b>
	<i>\$400.04 per acre</i>

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

### Extraordinary Assumptions:

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

### Hypothetical Conditions:

- None

### Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, similar marketing and exposure time estimates of four to six months are considered reasonable and appropriate for the subject property.

## General Assumptions and Limiting Conditions

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This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Northern California will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Northern California is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats, and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Northern California and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Northern California.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Northern California both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Northern California and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Northern California or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Northern California for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Northern California shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Northern California. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Northern California and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Northern California harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Northern California in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Valbridge Property Advisors | Hulberg & Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy, or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.



## Certification – John A. Hillas, MAI, SRA

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I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. John A. Hillas has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



John A. Hillas, MAI, SRA  
Managing Director  
California Certified License #AG002432

# Addenda

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Glossary

Qualifications

- John A. Hillas, MAI, SRA - Managing Director

Information on Valbridge Property Advisors

Office Locations

## Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management, often a long-term lease to a credit tenant. (Dictionary)

### Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

### Base Rent

The minimum rent stipulated in a lease. (Dictionary)

### Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

### Building Common Area

In office buildings, the areas of the building that provide services to building tenants, but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

### Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

### Bulk Value

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

### Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

### Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC – International Council of Shopping Centers, 4<sup>th</sup> Ed.)

### Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

### Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

### Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

### Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger DCR typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

### Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

### Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

### Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

An adequate marketing effort will be made during the exposure time.

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Easement

The right to use another's land for a stated purpose. (Dictionary)

### EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

### Effective Date

The date on which the appraisal or review opinion applies. (SVP)

In a lease document, the date upon which the lease goes into effect. (Dictionary)

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

### Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

### EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

### Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

### Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

### Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

### Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

### Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

### Exposure Time

The time a property remains on the market. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

**Comment:** Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

### Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

**Comment:** Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

### Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

### Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full-service lease*. (Dictionary)

### Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

### Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

### Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

### Gross leasable area plus all common areas.

For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

### Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

### Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

### Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

### Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

### Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

### HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

### Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical

possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

### Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

**Comment:** Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

### Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance, and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

### Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping, and architect's fees). (Dictionary)

### Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

### Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

### Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

### Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

### Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a short time period.  
The property is subjected to market conditions prevailing as of the date of valuation.  
Both the buyer and seller are acting prudently and knowledgeably.  
The seller is under extreme compulsion to sell.  
The buyer is typically motivated.  
Both parties are acting in what they consider to be their best interests.  
A normal marketing effort is not possible due to the brief exposure time.  
Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.  
The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

### Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural

columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

### Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated.

Both parties are well informed or well advised and acting in what they consider their own best interests.

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

### Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

### Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense

responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

### Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

### Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

### Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

### Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

### Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

### Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

### Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed– reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

### Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

### Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

### Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

### Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

### Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party, a type of leasehold estate. (Dictionary)

### Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

### Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

### Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

### TPO

Thermoplastic polyolefin, a resilient synthetic roof covering.

### Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net net lease*, or *fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

### Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

### Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

### VTAB

Value of the Total Assets of a Business. The value of a going concern (i.e. the business enterprise). (Dictionary)



## Qualifications

Qualifications of John A. Hillas, MAI, SRA  
Managing Director  
Valbridge Property Advisors | Northern California



*Independent Valuations for a Variable World*

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State Certifications

Certified General RE Appraiser  
State of California

Formal Education

B.B.A.  
Business Administration  
University of Oregon

A.A.S.  
Business Administration  
Anchorage Community College

Contact Details

209-623-1451 (p)

[jhillas@valbridge.com](mailto:jhillas@valbridge.com)

Valbridge Property Advisors |  
Northern California  
2813 Coffee Road, Suite E-2  
Modesto, CA 95355

[www.valbridge.com](http://www.valbridge.com)

Memberships/Affiliations/Honors

Member	Appraisal Institute
2012 Chair	Appraisal Institute Fall Conference
2009 & 2020 Chair	Appraisal Institute Spring Conference
2008 Chair	Appraisal Institute Region One
2007-08 Director	Appraisal Institute Board of Directors
2004 President	Northern CA Chapter, Appraisal Institute
1998 President	Sierra Chapter, Appraisal Institute
Associate Member	American Society of Farm Managers & Rural Appraisers (ASFMRA)
Expert Witness	Superior Courts of Stanislaus, Merced, Placer and Sacramento Counties

Appraisal Institute Related Courses & Examinations Passed

**Appraisal Institute:** All courses and examinations required for the MAI and SRA designations, as well as thousands of hours of continuing education.

Speaking Engagements:

**Nor-Cal Chapter, Appraisal Institute:**

Authored/Presented Workshops:

- "Analyzing Operating Expenses"
- "Adjustments in Valuation Analyses"
- "Appraisal of Small Residential Income Properties"
- "Mastering Marshall – Using Marshall & Swift Cost Data"

**Risk Management Association (RMA) Central Valley Chapter:**

Authored/Presented Workshop:

- "Real Estate Overview"

**California Chapter, ASFMRA**

Authored/Presented Workshop:

- "Valuation of Transitional Property"

**San Joaquin County Assessor In-house Training:**

Authored/Presented Seminar:

- "Valuation of Subdivision Properties"

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### Related Valuation Experience

Valuation experience includes all sorts of general commercial, industrial, retail, office, multiple-unit residential, existing, and proposed residential, commercial, and industrial subdivisions and transitional land, commercial and agricultural lands including large ranches, orchards, and cropland. Work has been performed for a wide variety of needs including estate planning/filing, lending, condemnation, and general litigation support.

#### **Managing Director**

ValbridgePropertyAdvisors | Northern California (2013-Present)  
Modesto, California

#### **Senior Vice President, Branch Manager**

Hulberg & Associates, Inc. (2007-2013 joined to create Valbridge  
Property Advisors in 2013)  
Modesto, California

#### **Owner/Appraiser**

Sierra Valuation Consultants (1996-2007)  
Modesto, California

#### **Senior Appraiser**

National Valuation Consultants, Inc. (1995-1996)  
Denver, Colorado

#### **Senior Appraiser**

San Francisco Federal Savings and Loan (1992-1995)  
Modesto, California

#### **Senior Appraiser**

Private Real Estate Valuation Firm (1991-1992)  
Modesto, California

#### **Appraiser**

Stockton Savings Bank (1987-1991)  
Modesto, California

#### **Appraiser**

Hillas Appraisal Company (1980-1987)  
Homer, Alaska



**Valbridge**  
PROPERTY ADVISORS



## FAST FACTS

### COMPANY INFORMATION

- Valbridge is the largest independent national commercial real estate valuation and advisory services firm in North America.
  - Total number of MAI-designated appraisers: 200+ on staff
  - Total number of office locations: 70+ across U.S.
  - Total number of staff: 675+ strong
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.



# Valbridge

## PROPERTY ADVISORS

### ALABAMA

4732 Woodmere Boulevard  
Montgomery, AL 36106  
334.277.5077

200 Cahaba Park Circle  
Suite 213  
Birmingham, AL 35242  
205.440.2998

### ARIZONA

6061 E. Grant Road  
Suite 121  
Tucson, AZ 85712  
520.321.0000

### CALIFORNIA

4915 Calloway Drive  
Suite 101  
Bakersfield, CA 93312  
861.587.1010

1370 N. Brea Boulevard  
Suite 255  
Fullerton, CA 92835  
714.449.0852

2813 Coffee Road  
Suite E-2  
Modesto, CA 95355  
209.569.0450

99 S. Lake Avenue  
Suite 21  
Pasadena, CA 91101  
626.744.0428

3090 File Circle  
Suite 202  
Sacramento, CA 95827  
916.361.2509

55 South Market Street  
Suite 1210  
San Jose, CA 95113  
408.279.1520

3160 Crow Canyon Place  
Suite 245  
San Ramon, CA 94583  
925.327.1660

### COLORADO

7445 E. Peakview Avenue  
Centennial, CO 80111  
303.443.9600

5345 Arapahoe Avenue  
Suite 7  
Boulder, CO 80303  
303.443.9600

23272 Two Rivers Road  
Unit 101  
Basalt, CO 81621  
970.340.1016

1099 Main Avenue  
Suite 311  
Durango, CO 81301  
970.340.1016

### CONNECTICUT

15 Concord Street  
Glastonbury, CT 06033  
860.246.4606

17 Covewood Drive  
Norwalk, CT 06853  
203.286.6520

### FLORIDA

2240 Venetian Court  
Naples, FL 34109  
239.514.4646

301 Almeria Avenue,  
Suite 350  
Coral Gables, FL 33134  
305.639.8029

10950 San Jose Boulevard  
Jacksonville, FL 32223  
844.822.7825

734 Rugby Street  
Orlando, FL 32804  
844.822.7825

2601 W Horatio Street  
Unit 6  
Tampa, FL 33609  
844.822.7825

2711 Poinsettia Avenue  
West Palm Beach, FL 33407  
561.833.5331

### GEORGIA

2675 Paces Ferry Road  
Suite 145  
Atlanta, GA 30339  
678.644.4853

### IDAHO

1459 Tyrell Lane  
Suite B  
Boise, ID 83706  
208.336.1097

1875 N. Lakewood Drive  
Suite 100  
Coeur d'Alene, ID 83814  
208.292.2965

### ILLINOIS

566 W. Lake Street  
Suite 240  
Chicago, IL 60661  
312.288.8687

### INDIANA

820 Fort Wayne Avenue  
Indianapolis, IN 46204  
317.687.2747

### KANSAS

10990 Quivira Road  
Suite 100  
Overland Park, KS 66210  
913.451.1451

### KENTUCKY

9000 Wessex Place  
Suite 306  
Louisville, KY 40222  
502.585.3651

### LOUISIANA

2030 Dickory Avenue  
Suite 200  
New Orleans, LA 70123  
504.541.5100

### MARYLAND

11100 Dovedale Court  
Marriottsville, MD 21104  
443.333.5522

### MASSACHUSETTS

260 Bear Hill Road  
Suite 106  
Waltham MA 02451  
781.790.5645

### MICHIGAN

1420 Washington Blvd.  
Suite 301  
Detroit, MI 48226  
313.986.3313.

2127 University Park Drive  
Suite 390  
Okemos, MI 48864  
517.336.0001

### MINNESOTA

255 East Kellogg Boulevard  
Suite 102A  
St. Paul, MN 55101  
651.370.1475

### MISSISSIPPI

1010 Ford Street  
Gulfport, MS 39507  
228.604.1900

737 Highway 51  
Suite 1C  
Madison, MS 39110  
601.853.0736

501 Highway 12 West  
Suite 150-M  
Starkville, MS 39759  
662.617.2350

### MISSOURI

1118 Hampton Avenue  
Suite 208  
St Louis, MO 63139  
314.255-1323

10990 Quivira Road  
Suite 100  
Overland Park, KS 66210  
913.451.1451

### NEVADA

3034 S. Durango Drive  
Suite 100  
Las Vegas, NV 89117  
702.242.9369

6490 S McCarran Blvd  
#51  
Reno, NV 89509  
775.204.4100

### NEW JERSEY

2740 Route 10 West, Suite 204  
Morris Plains, NJ 07950  
973.970.9333

3500 Route 9 South, Suite 202  
Howell, NJ 07731  
732.807.3113

### NEW YORK

424 West 33rd Street  
Suite 630  
New York, NY 10001  
212.268.1113

### NORTH CAROLINA

412 E. Chatham Street  
Cary, NC 27511  
919.859.2666

### NORTH CAROLINA (cont'd)

5950 Fairview Road, Suite 405  
Charlotte, NC 28210  
704.376.5400

### OHIO

1655 W. Market Street  
Suite 130  
Akron, OH 44313  
330.899.9900

8291 Beechmont Ave.,  
Suite B  
Cincinnati, OH 45255  
513.785.0820

1422 Euclid Avenue  
Suite 616  
Cleveland, OH 44115  
216.367.9690

### OKLAHOMA

5909 NW Expressway  
Suite 104  
Oklahoma City, OK 73132  
405.603.1553

6866 South Sheridan Road  
Suite 104  
Tulsa, OK 74133  
918.712.9992

### PENNSYLVANIA

150 S. Warner Road  
Suite 440  
King of Prussia, PA 19406  
215.545.1900

4701 Baptist Road  
Suite 304  
Pittsburgh, PA 15227  
412.881.6080

### SOUTH CAROLINA

11 Cleveland Court  
Greenville, SC 29607  
864.233.6277

920 Bay Street  
Suite 26  
Beaufort, SC 29902  
843.342.2302

1250 Fairmont Avenue  
Mt. Pleasant, SC 29464  
843.881.1266

### TENNESSEE

5205 Maryland Way  
Suite 300  
Brentwood, TN 37027  
615.369.0670

701 Broad Street  
Suite 209  
Chattanooga, TN 37402  
423.285.8435

213 Fox Road  
Knoxville, TN 37922  
865.522.2424

756 Ridge Lake Blvd  
Suite 225  
Memphis, TN 38120  
901.753.6977

### TEXAS

High Point Center  
12225 Greenville Avenue  
Suite 490  
Dallas, TX 75243

### TEXAS (cont'd)

974 Campbell Road  
Suite 204  
Houston, TX 77024  
713.467.5858

2731 81st Street  
Lubbock, TX 79423  
806.744.1188

9901 IH-10 West  
Suite 1035  
San Antonio, TX 78230  
210.227.6229

### UTAH

321 North County Boulevard  
Unit D  
American Fork, UT 84003  
801.492.9328

1100 East 6600 South  
Suite 201  
Salt Lake City, UT 84121  
801.262.3388

20 North Main  
Suite 304  
St. George, UT 84770  
435.773.6300

### VIRGINIA

656 Independence Parkway  
Suite 220  
Chesapeake, VA 23320  
757.410.1222

4914 Fitzhugh Avenue  
Suite 102  
Richmond, VA 23230  
757-345-0010

5107 Center Street  
Unit 2B  
Williamsburg, VA 23188  
757.345.0010

### WASHINGTON

18728 Bothell Way, NE  
Suite B  
Bothell, WA 98011  
425.450.0040

2927 Colby Avenue  
Suite 100  
Everett, WA 98201  
425.258.2611

419 Berkeley Avenue  
Suite A  
Fircroft, WA 98466  
253.274.0099

8378 W. Grandridge Boulevard  
Suite 110-D  
Kennewick, WA 99336  
509.221.1540

506 Second Avenue  
Suite 1001  
Seattle, WA 98104  
206.209.3016

324 N. Mulian Road  
Spokane Valley, WA 99206  
509.747.0999

### WISCONSIN

12660 W. North Avenue  
Brookfield, WI 53005  
262.782.7990



## Agenda Report

21-563

Agenda Date: 4/20/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition submitted by Kirk Vartan Requesting Elected City Councilmembers be Required to Turn on Video during Virtual Council Meetings

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

#### DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Mr. Kirk Vartan dated April 5, 2021 (Attachment 1) requesting Elected City Councilmembers be required to turn on their video during virtual Council meetings.

#### FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

#### ENVIRONMENTAL REVIEW

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

#### PUBLIC CONTACT

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

#### ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.

2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated April 5, 2021 from Kirk Vartan

**RESOLUTION NO. 20-8895**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,  
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM  
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM  
REQUEST FORM**

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

**WHEREAS**, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

**WHEREAS**, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

**WHEREAS**, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

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

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27<sup>TH</sup> 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:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



## ADDING AN ITEM ON THE AGENDA

### **PURPOSE**

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

### **POLICY**

#### **Members of the City Council:**

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

#### **Referral from a Council Committee:**

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

#### **Items Referred During a Council Meeting:**

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



## ADDING AN ITEM ON THE AGENDA

### Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the “**Written Petition**” section of the City Council’s regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the “**Public Presentations**” section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

### **PROCEDURE FOR WRITTEN PETITIONS**

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner’s convenience on the City’s website and in the City Manager’s Office, City Clerk’s Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).
2. Once the Written Petition is received by the City Clerk’s Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk’s Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



## ADDING AN ITEM ON THE AGENDA

***PROCEDURE  
FOR WRITTEN  
REQUESTS  
FROM CITY  
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

**CONTACT INFORMATION**

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Requesting Member of City Council \_\_\_\_\_

Contact E-mail \_\_\_\_\_

Contact Phone \_\_\_\_\_

Today's Date \_\_\_\_\_

**WRITTEN REQUEST**

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I, \_\_\_\_\_, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2021 APR -5 PM 5:14



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

**CITY COUNCIL WRITTEN PETITION**

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 4/5/2021

I, Kirk Vartan, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

To discuss the requirement of the elected  
city council members being on camera/video  
when remote council meetings occur. I believe  
the majority (like 95%) of any council meeting should  
be on camera, just like being in council chambers.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: KIRK VARTAN

ADDRESS: 3443 Stearns Creek Blvd  
Street

San Jose, CA 95117  
City Zip Code

TELEPHONE:\* 408-247-5423  
Optional

DATE: 4/5/2021

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

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21-551

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Update on City Council and Stadium Authority Staff Referrals

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 4/14/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	4/6/21	Council Meeting	Regarding the 2021 Annual Street Maintenance and Rehabilitation Project – return with a communication plan on the pavement timelines and status	Public Works	TBD	
2.	3/10/21	Council Meeting	Action on Tasman East Specific Plan – continue item and return with a full presentation on Tasman East Specific Plan	Community Development	TBD	
3.	3/10/21	Council Meeting	Referred to Governance Committee – return to Council with a Council Policy regarding eligibility list for Boards and Commissions	City Manager	5/4/21	
4.	3/10/21	Council Meeting	Council to submit work schedules to Assistant City Manager Nader; staff to prepare a report regarding options for Council meeting start time	City Manager	6/7/21	
5.	2/23/21	Council Meeting	Return with information in 6 months on a cost analysis on City’s undertaking of responsibility of sewer laterals on and options for potential grant program and/or insurance policies	Water & Sewer	August 2021	
6.	1/26/21	Council Meeting	Regarding a written petition on Franklin mall Maintenance District Number 22 – staff to agendize this item for a future Council meeting after receiving a response back from the FPPC	Public Works/ City Attorney	TBD	
7.	1/12/21	Council Meeting	Provide a Study Session on pros/cons lifecycle cost/benefits of artificial surfacing including turf (staff will return to Council with an Information Memo)	Parks & Rec	Summer 2021	
8.	1/12/21	Council Meeting	Defer approval of the 1205 Coleman Gateway neighborhood park design to work with the developer within current project approvals to receive additional community input including the Old Quad on park design	Parks & Rec	TBD	
9.	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	June 2021	
10.	10/13/20	Council Meeting	Community Benefits 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	
11.	10/29/19	Council Meeting	Provides options for the \$750,000 commitment from Levy for community enrichment	City Manager	5/19/21	
12.	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	Summer 2021	
13.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
14.	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	





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

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 4/14/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
15.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Spring 2021	
16.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
17.	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	



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 4/1/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	1/26/21	Council Meeting	Annual Investment Policy Statement – continue this item and return to Council with an analysis on investments, including sustainability investments	Finance	3/23/21	3/23/21	Reported at Council Meeting
2.	1/12/21	Council Meeting	Provide quarterly information reports on progress of Task Force on Diversity, Equity and Inclusion	City Manager	3/23/21	3/23/21	Reported at Council Meeting
3.	1/26/21	Council Meeting	Regarding a written petition on Loyaltan Ranch Property – staff to agendize this item for a Council meeting in March	SVP	3/23/21	3/16/21	Reported at Council Meeting
4.	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	3/10/21	VTA staff may request to present this at a future Council meeting but that time frame is unknown, therefore this item has been removed from the open referral list
5.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	3/10/21	Staff communicates regarding age-friendly activities on an ongoing basis; therefore, this item has been removed from the open referral list
6.	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	3/10/21	Lawn Bowl Clubhouse is in the Central Park Master Plan; project prioritization will depend on funding and completion of



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 4/1/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
							other higher-priority projects, therefore this item has been removed from the open referral list
7.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	3/9/21	3/9/21	Reported at Council Meeting
8.	1/26/21	Council Meeting	Council Committee Assignments – Council established an ad hoc committee comprised of Mayor Gillmor, Councilmember Park and Councilmember Jain to review committee assignments and return to Council with a revised plan (current committee assignments will remain in place until a new appointment list is approved by Council)	Council Ad Hoc Committee	TBD	2/23/21	Reported at Council Meeting
9.	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	2/23/21	2/23/21	Reported at Council Meeting
10.	1/12/21	Council Meeting	Staff to provide opinions from Chamber, DMO, TID and others on the need for of the services provided in the agreement and having the infrastructure in place. What would it cost to do it themselves and how would they envision this moving forward if City did not approve the agreement.	City Manager	2/9/21	2/9/21	Reported at Council Meeting
11.	1/12/21	Council Meeting	Provide Incremental Milestone Completion Reports from JLL regarding project milestones from previous agreements	City Manager	2/9/21	2/9/21	Reported at Council Meeting
12.	1/12/21	Council Meeting	Provide Council with previously completed TAP audit of Convention Center Visitors Bureau	City Manager	2/9/21	2/9/21	Reported at Council Meeting
13.	1/26/21	Council Meeting	Conflict of Interest Code – continue this item to 2/9/21 to provide Stadium Management Company attorney the opportunity to provide the City/Stadium Authority information on why the Stadium Management Company individuals listed in the staff report should not be included in the Conflict of Interest Code	City Manager/ City Attorney	2/9/21	2/9/21	Reported at Council Meeting



**COMPLETED 2021**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
 Updated 4/1/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
14.	1/12/21	Council Meeting	Staff to return with an Information Memo regarding the legal process of increasing utility rates	SVP	TBD	2/4/21	Memo to Council emailed to Council from City Manager on 2/4/21
15.	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	1/26/21	Reported at Council Meeting
16.	1/12/21	Council Meeting	Communicate to the State Historic Preservation Office the City Council's conditional support for the nomination of the Pomeroy Green Townhouses contingent upon completion of the following conditions: signed petition from a majority of Pomeroy Green Co-op members; provision of resolution of support from the Co-op board; completion of an analysis by a qualified historian, preferably local; City Attorney review and comments on the application; notification of all shareholders and owners of neighboring homes within a 200 foot radius including information on the process to object to the nomination	Community Development	TBD	1/22/21	Staff sent letter to SHPO on 1/22/21; on 3/29/21 received confirmation the property is now listed on National and CA Historic Registers
17.	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	1/12/21	Reported at Council Meeting



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

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21-535

Agenda Date: 4/20/2021

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### REPORT TO COUNCIL

#### SUBJECT

Tentative Meeting Agenda Calendar (TMAC)

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



# City of Santa Clara

## Tentative Meeting Agenda Calendar

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### **Tuesday, May 4, 2021 Council and Authorities Concurrent Meeting**

#### **Closed Session**

**21-505** Conference with Legal Counsel-Existing Litigation (CC)

#### **Special Order of Business**

**21-481** Proclamation of National Public Works Week 2021

**21-518** Recognize Local Students for Community Wellness Initiative “Active A.N.T”

**21-587** Verbal Report from City Manager regarding COVID-19 Pandemic

#### **Public Hearing/General Business**

**21-760** **Public Hearing:** Action on a Resolution Establishing the Average Per-Acre Land Values and Updating the Park in Lieu Fee Schedule for New Residential Development FY 2021-22

**21-540** **Public Hearing:** Final Version of the FY 21/22 Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds

**21-586** Action on Written Petition (Policy 030) Submitted by Councilmember Hardy requesting a Discussion on Council Policy 47 (Admonition and Censure)

**21-546** Council Discussion and Action on Options of Redistricting Based on Receipt of 2020 Census Data

**21-588** Discussion and Consideration to establish a Boards and Commission Eligibility List Policy

### **Tuesday, May 11, 2021 Stadium Authority Meeting**

#### **Closed Session**

**21-496** Agenda Items Pending – To Be Scheduled

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, May 18, 2021 Special Council Closed Session Meeting**

21-496          Agenda Items Pending – To Be Scheduled if needed

**Monday, May 24, 2021 Special Council Meeting**

Boards and Commission Interviews:

- Board of Library Trustees ONE (1) vacancy for a term ending 6/30/25
- Cultural Commission ONE (1) vacancy for a partial term ending 6/30/24
- Historical and Landmarks Commission ONE (1) vacancy for a term ending 6/30/25
- Parks and Recreation Commission ONE (1) vacancy for a term ending 6/30/25
- Planning Commission ONE (1) vacancy for a partial term ending 6/30/23
- Senior Advisory Commission ONE (1) vacancy for a term ending 6/30/25

**Tuesday, May 25, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

21-155          **Public Hearing:** Adoption of a Resolution of Formation of the Santa Clara Tourism Improvement District under the Property and Business Improvement District Law of 1994

21-561          Action on 2021 Q1 Legislative Update

**Thursday, May 27, 2021 Special Council and Authorities Concurrent Meeting**

21-524          Study Session to Review Proposed FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Changes

**Tuesday, June 8, 2021 Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

21-525          Study Session to Review Proposed FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Changes

**Tuesday, June 15, 2021 Special Council Closed Session Meeting**

21-496          Agenda Items Pending – To Be Scheduled if needed

**Tuesday, June 22, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

- 21-496**      **Public Hearing:** FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Adoption
- 21-146**      **Public Hearing:** Action to Adopt Resolution Approving the 2020 Urban Water Management Plan Update (2020 UWMP) and Water Shortage Contingency Plan (WSCP)
- 21-150**      **Public Hearing:** Action on Resolutions Approving Water, Sewer and Recycled Water Rates to be Effective July 1, 2021
- 21-577**      **Public Hearing:** Action on the Adoption of the Fiscal Year 2021/22 Municipal Fee Schedule
- 21-197**      Silicon Valley Power Quarterly Update
- 21-172**      Task Force on Diversity, Equity and Inclusion Update

**Tuesday, June 29, 2021 Special Council Closed Session Meeting**

**Public Hearing/General Business**

- 21-496**      Agenda Items Pending – To Be Scheduled if needed

**Tuesday, July 6, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

- 21-496**      Agenda Items Pending – To Be Scheduled

**Early July – Priority Setting Session Check-In (Before Council Recess)**

**Tuesday, July 13, 2021 Council and Authorities Concurrent Meeting**

- 21-496**      Agenda Items Pending – To Be Scheduled

**COUNCIL RECESS JULY 14 - AUGUST 16**



**Tuesday, August 17, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

21-496          Agenda Items Pending – To Be Scheduled

**Tuesday, August 24, 2021 Stadium Authority Meeting**

**Closed Session**

21-496          Agenda Items Pending – To Be Scheduled

**Public Hearing/General Business**

21-496          Agenda Items Pending – To Be Scheduled

**Tuesday, August 31, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

21-376          Review of Alternatives to Assist Sanitary Sewer Customers with the Cost of  
Sewer Lateral Maintenance and Repair, with Cost and Funding Sources Identified

**Tuesday, September 14, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

21-496          Agenda Items Pending – To Be Scheduled

**Tuesday, August 21, 2021 Stadium Authority Meeting**

**Closed Session**

21-496          Agenda Items Pending – To Be Scheduled

**Public Hearing/General Business**

21-496          Agenda Items Pending – To Be Scheduled

**Tuesday, September 28, 2021 Council and Authorities Concurrent Meeting**

**Special Order of Business**

21-173          Task Force on Diversity, Equity, and Inclusion Update

**Public Hearing/General Business**

**21-198** Silicon Valley Power Quarterly Strategic Plan Update

**Tuesday, October 5, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, October 19, 2021 Stadium Authority Meeting**

**Closed Session**

**21-496** Agenda Items Pending – To Be Scheduled

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, October 26, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, November 9, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, November 16, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

**Tuesday, December 7, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**21-197** Silicon Valley Power Quarterly Update

**Tuesday, December 14, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**21-496**      Agenda Items Pending – To Be Scheduled

**AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE**

**21-496**      Written Petition by Councilmember Jain on Franklin Mall Maintenance District  
122 – Staff Report

**21-1318**      Action on Amendment No. 1 to the Agreement for Services with NewGen  
Strategies and Solutions LLC to Perform a Cost of Service Analysis and Rate  
Study for Silicon Valley Power