



# CITY OF SANTA CLARA

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## CITY COUNCIL MEETING

### AGENDA

A complete agenda packet with back-up reports is available at either City Library beginning Saturday before the Tuesday meeting or at the City Clerk's Office on weekdays. A complete agenda packet is also available at the City Council meeting and on the City's website.

**May 12, 2015**

**5:00 pm**

**Study Session**

**City Hall Council Chambers**

Consolidated City Council Agenda and Agenda Format

Downtown Development Request for Proposal

Plan to create a Home Investment Partnership Act (HOME) funded  
Tenant-based Rental Assistance Program

**6:00 pm**

**City Hall Reception Lobby**

Interviews to fill a vacancy on the Historical and Landmarks Commission

**Closed Session**

**Council Conference Room**

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

City designated representatives: Julio J. Fuentes, 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)

and

**Agenda - May 12, 2015**

**Page 1 of 8**

Conference with Legal Counsel - Anticipated Litigation  
Pursuant to Government Code Section 54956.9(d)(2) - Exposure to litigation  
Number of potential cases: 1  
FACTS AND CIRCUMSTANCES: Pursuant to Government Code Section 54956.9(e)(2)  
1. Financial support and management of Santa Clara Convention Center  
and  
Conference with Legal Counsel - Anticipated Litigation  
Pursuant to Government Code Section 54956.9(d)(2) - Exposure to litigation  
Number of potential cases: 1  
and  
Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
*D.E. Restaurant, Inc., et al. v. City of Santa Clara, et al.*,  
Santa Clara County Superior Court Case No. 114CV264438  
and  
Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
*Moneeb, et al. v. City of Santa Clara, et al.*,  
United States District Court, Northern District of California  
Case No. 5:15-cv-01987  
and  
Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
*Citizens for Responsible Development, et al. v. City of Santa Clara*  
Santa Clara County Superior Court Case No. 115CV275522  
and  
Conference with Legal Counsel - Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
*Vinod K. Sharma, et al. v. Successor Agency to the*  
*Redevelopment Agency of the City of Santa Clara, et al.*  
Sacramento County Superior Court Case No. 34-2013-80001396  
and  
Conference with Real Property Negotiator  
Pursuant to Government Code Section 54956.8  
Property: APN 104-03-038, APN 104-03-039, APN 104-03-036,  
APN 104-03-037 APN 104-01-102, APN 097-01-039, APN 097-01-073  
Negotiating Party(ies): Stephen F. Eimer, Related California  
City Negotiator: Julio J. Fuentes, City Manager (or designee)  
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property  
(provisions, price and terms of payment)  
and  
Governing Board of the Successor Agency to the  
City of Santa Clara Redevelopment Agency  
Conference with Legal Counsel - Anticipated Litigation  
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*Redevelopment Agency of the City of Santa Clara, et al.*  
Sacramento County Superior Court Case No. 34-2013-80001396

**REGULAR MEETING**  
**7:00 PM in the City Hall Council Chambers**

APPEAL OF HEARING DECISIONS OF THE CITY COUNCIL MUST BE MADE TO THE SUPERIOR COURT WITHIN 90 CALENDAR DAYS OF FINAL ACTION. BECAUSE OF THE AGENDA PROVISION FOR RECONSIDERATION, FINAL ACTION IS DEEMED TO OCCUR AT THE END OF THE NEXT REGULAR MEETING PURSUANT TO CITY COUNCIL POLICY (P&P 042). (CODE OF CIVIL PROCEDURE SECTION 1094.6)

- 1. PLEDGE OF ALLEGIANCE AND STATEMENT OF VALUES:**
- 2. ROLL CALL:**
- 3. CONTINUANCE/EXCEPTIONS:**
- 4. SPECIAL ORDER OF BUSINESS:**
  - A. Presentation of the Youth Commission Scholarship.
  - B. Recognition of outgoing Youth Commission members.
  - C. Appointment of the 2015/16 Youth Commission.
  - D. Appointment to fill a vacancy on the Historical and Landmarks Commission for the full term ending June 30, 2019.
  - E. Interviews and appointments to fill two vacancies on the Planning Commission for the full term ending June 30, 2019.
- 5. UNFINISHED BUSINESS:**
  - A. Possible Reconsideration of Actions Taken at Immediately Preceding Meeting. (See Summary of Actions for potential reconsideration, which is attached to the posted Agenda and is in the Agenda Packet Binder in the Council Chambers.)
- 6. 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.]

  - A. Departmental Reports**
    1. Acceptance of the Monthly Financial Status Reports for March 2015.
    2. Acceptance of the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2014-15 for the Third Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau.
    3. Approval of the use of City Electric forces for the installation of

facilities at 2585 El Camino Real, Lafayette Street near Tasman Drive and 3250 Scott Boulevard.

4. Authorization to acknowledge and accept the donations given in support of the 28th Annual Arbor Day/Earth Day 2015 celebration.
5. Adoption of a Resolution ordering the vacation of two 1-foot wide public utility easements at 2367 Arlene Drive to Triad Investment, Inc. and authorization to record the easements (APN 290-33-070; SC 18,743).
6. Adoption of a Resolution ordering the vacation of Underground Electric, Sanitary Sewer and Storm Drain Easements at 2211-2231 Lawson Lane to SI55, LLC and authorization to record the Easements (APN 224-44-016 and 018 (Year: 2010-11); SC 18,304).
7. Adoption of a Resolution authorizing the filing of an application with the Metropolitan Transportation Commission for allocation of a Transportation Development Act (TDA) Article 3 Grant for Fiscal Year 2015-16 for the Bike Plan update and the installation of bicycle lanes on Tasman Drive.
8. Adoption of a Resolution authorizing the implementation of State Mandated Conservation Standard and Additional Water Use Restrictions.
9. Pass to print an Ordinance amending Sections 9.05.160 and 9.05.170 of Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) of "The Code of the City of Santa Clara, California" to amend certain provisions related to prohibited conduct in and near Levi's Stadium.
10. Approval of the results for the Silicon Valley Power Public Benefit Program on its investment in energy efficiency and demand reduction programs through Fiscal Year 2013-2014 and authorization to report the information to customers and others.

**B. Agreements**

1. Approval of a Memorandum of Understanding (MOU) with the Santa Clara Valley Water District (SCVWD) in an amount not to exceed \$200,000 for Water Conservation Programs and authorization to make minor, non-substantive modifications to the MOU if necessary.
2. Approval of a Historic Property Preservation Agreement (Mills Act Contract) with applicants Mike Neufinger and Sigrid Jacobsen for the property located at 746 Madison Street.
3. Approval of Call No. 15-1 for Professional Services with Lightwerks Communication Systems, Inc., dba CCS Presentation Systems, Inc., in an amount not to exceed \$111,960 for an Upgrade of the Audio Visual System in the Council Chambers.
4. Approval of Amendment No. 1 to Call No. 14-1 for Professional Services with Electrical Consultants, Inc. in an amount not to exceed \$29,206 for a total not to exceed amount of \$57,756 for the Fairview 60kV Loop-in project.

5. Approval of Call No. 15-3 for Professional Services with MTH Engineers, Inc. in an amount not to exceed \$399,169 for preparation of construction documents for Great America Parkway and Tasman Drive Street Lighting Improvement Project.
6. Approval of an Agreement to Participate in the WaterSmart Software Home Water Use Reports Program for July 1, 2015 thru December 31, 2016 with the Bay Area Water Supply and Conservation Agency (BAWSCA) for an amount not to exceed \$116,375 and authorization to make minor, non-substantive modifications to the Agreement.
7. Approval of an Agreement for Professional Services with GHD Inc. in an amount not to exceed \$125,378 for Water and Sewer Site and Equipment Upgrades and authorization to make minor, non-substantive modifications to the Agreement.
8. Approval of a Public Service Grant Agreement with Housing Trust Silicon Valley to provide tenant based rental assistance through its Finally Home Program.
9. Approval of an Agreement for Professional Services with Iteris, Inc. in an amount not to exceed a total of \$187,000 for the City of Santa Clara Traffic Management Center and authorization to make minor, non-substantive modifications, if necessary.

**C. Reports for Information and Possible Action**

**D. Minutes to Note and File**

1. Cultural Commission - March 16, 2015.
2. Board of Library Trustees - February 2, 2015.
3. Board of Library Trustees - March 2, 2015.

**E. Routine Written Petitions for Approval**

1. Portuguese Band of Santa Clara: Request for matching Championship Team Funding, in the amount of \$5,000, for food, incidental and local travel costs to perform in the Azores Islands, Portugal on July 8-30, 2015. Staff recommendation: Approval, subject to execution of a Contribution Agreement.

**7. ITEMS SET FOR HEARING:**

[Planning Commission items not being appealed, or which are not related to an appeal, will be heard under BOARDS AND COMMISSIONS FOR ACTION.] If you challenge a City Council land use decision in court, you may be limited to raising only those issues you or someone else raised at this hearing before the City Council or in written correspondence delivered to the City at, or prior to, the City Council hearing on the matter. (California Government Code Section 65009)

- A. 990 Wren Avenue:** Adoption of Resolutions adopting the Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program, approving a Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and approving a Tentative Map for five residential lots

(PLN2014-10384/10385 and CEQ2014-01177).

**B. Gateway Village Development Project at 3610 and 3640 (3700) El Camino Real:**

Approval of a mixed use project consisting of 476 living units and 108,000 square feet of retail space, including live-work units, with associated parking, landscaping and site improvements in conjunction with the demolition of existing retail store and fast food restaurant at 3610, 3640 and 3700 El Camino Real:

- 1) Adoption of a Resolution certifying a final Environmental Impact Report and adopting a statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program and Errata memo, and
- 2) Adoption of a Resolution approving a rezone from Community Commercial (CC) to Planned Development (PD), subject to conditions (PLN2012-09540/CEQ2012-01149).

**8. BIDS AND PROPOSALS:**

- A.** Award of Contract 2116A to Michels Corporation dba Michels Pipeline Construction in an amount not to exceed \$1,984,655.50 for Unit Price Bidding & Construction of the Serra-Brokaw Re-Conductoring Project and authorization to execute the contract documents, issue the Notice of Award and execute change orders up to a total aggregate amount of 10% of the contract amount for a total not to exceed amount of \$2,183,121.05.

**9. BOARDS AND COMMISSIONS FOR ACTION:**

- A.** Cultural Commission - Minutes of April 6, 2015: Request to note and file.  
\* Recommendation to remove Barbara Stahl from the Commission for consecutive nonattendance/unexcused absence of more than three regularly scheduled meetings from August 4, 2014 through April 6, 2015, per the handbook guidelines.
1. Declare one vacancy on the Cultural Commission for the partial term ending June 30, 2017 and set June 16, 2015 as the date for the Special Order of Business for the promotion of the vacancy, July 8, 2015 at 5:00 pm as the deadline for the receipt of applications and July 14, 2015 at 6:00 pm as the interview date and time.

**10. CONSENT ITEMS PULLED FOR DISCUSSION:**

**11. PUBLIC PRESENTATIONS:**

This item is reserved for persons to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. The law does not permit Council action on, or extended discussion of, any item not on the agenda except under special circumstances. The Council, or staff, may briefly respond to statements made or questions posed, and the Council 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 forms available by the door in the Council Chambers.

**12. REPORTS FOR COUNCIL ACTION:**

- A. Approval of the First Amendment to the Cost Sharing Agreement with the County of Santa Clara for an amount not to exceed \$2,127,000 for the intersection improvements at San Tomas Expressway and El Camino Real and authorization to execute all necessary documents; approval of additional appropriations of \$707,263 from the Regional Traffic Impact Fees; and acceptance of estimated revenue in the amount of \$119,737 from the two development projects as fairshare mitigation for impacts and approval to appropriate the funds for the project.
- B. Approval and acceptance of a donation of \$3,000,000 from the San Francisco 49ers and authorization to appropriate the funds for Youth Athletic Facilities in the City of Santa Clara and for the transmittal of a letter of appreciation OR provide alternate direction to the City Manager.

**13. BILLS AND CLAIMS/PROGRESS PAYMENTS:**

- A. Approval of Bills and Claims and Progress Payments.

**14. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:**

- A. Reports regarding conference attendance, if any.
- B. Ethics Committee - Minutes of April 14, 2015: Request to note and file.
  - 1. Recommendation for support of the concept of a consolidated paid Vote by Mail Ballot Program through the Registrar of Voters and authorization to transmit a letter in support to the County of Santa Clara.

**15. CITY MANAGER REPORTS:**

**16. CLOSED SESSION MATTERS:**

- A. City Attorney Reports:
- B. Set May 19, 2015 at 6:00 pm in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6, City designated representatives: Julio J. Fuentes, 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) and a Conference with Legal Counsel - Existing Litigation pursuant to

Government Code Section 54956.9(d)(1), *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396.

**17. ADJOURNMENT:**

- A.** To Tuesday evening, **May 19, 2015**, at 6:00 pm for **Interviews for the Senior Advisory Commission** in the City Hall reception lobby and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5:00pm



**Date:** April 29, 2015  
**To:** City Manager for Council Information  
**From:** City Attorney, City Clerk/Auditor, Acting Public Communications Manager  
**Subject:** Study Session: Consolidated City Council Agenda and Agenda Format

It has been the practice of the City of Santa Clara to have separate meeting agendas for the City Council, Stadium Authority, Sports and Open Space Authority, and Housing Authority. Moving to a consolidated agenda for all four bodies will allow a more streamlined and intuitive interface for the public.

In recent years, technology has allowed for the electronic scanning and online posting of agenda material which, due to their volume in paper format, were previously offered at City Hall for review. While this has overall allowed greater transparency, it has also created an inconsistency between the information that is available electronically and that found in the hard-copy public review binder in the Council Chambers.

The single agenda format will allow the more robust body of online support documentation to be provided in a primarily electronic format in the Council Chambers for each meeting. Consolidating meetings into one agenda will also allow the Council an opportunity to consider current best practices and legal requirements regarding the general agenda format.

There are multiple advantages to consolidating meetings into one agenda. In addition to a modest savings in staff time, the primary benefits of a consolidated agenda are regarding transparency and public engagement:

- 1) A single location for members of the public to review policy items to be considered.
- 2) One set of minutes which will be easier to research.
- 3) The electronic viewing of the public review agenda in a more robust, primarily electronic format.
- 4) Further reduce the amount of paper necessary for the agenda process.
- 5) General functional benefits regarding the online interface and compliance with current best practices.

It is recommended that the Council provide feedback regarding the agenda format and request the City Clerk to return to Council with the appropriate reports to consolidate meetings for the four main Council bodies into one agenda.

**Date:** April 29, 2015  
**To:** City Manager for Council Information  
**From:** City Attorney, City Clerk/Auditor, Acting Public Communications Manager  
**Subject:** Consolidated City Council Agenda and Agenda Format  
Page 2



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Ren Nosky  
City Attorney

APPROVED:



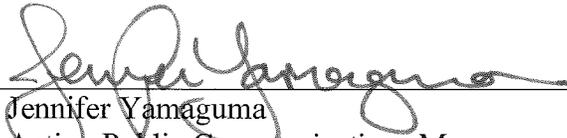
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Julio J. Fuentes  
City Manager



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Rod Diridon, Jr.  
City Clerk/Auditor



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Jennifer Yamaguma  
Acting Public Communications Manager

**Documents Related to this Report:**  
*None*

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 5:00pm



City of Santa Clara, California



**Date:** April 30, 2015  
**To:** City Manager for Council Information  
**From:** Economic Development Officer/Assistant City Manager  
**Subject:** Study Session: RFP for Downtown Development

On March 9, 2015, City Council affirmed its 2015-17 Council Goals and approved strategic objectives for each goal. Under the Promote and Enhance Economic and Housing Development Goal was an objective to "Evaluate, development and issue an RFP, select a developer and work on a Development Rights Agreement for the Santa Clara Downtown/Super Block Project."

Several different approaches to this RFP have been discussed with Council including:

- 1) Preparation of an RFP for only city-owned properties on the Super Block site;
- 2) Preparation of an RFP for properties owned by the City and Santa Clara University including the properties along Benton Street; or
- 3) A variation of 1) and 2) above.

Staff is seeking input from the City Council and the public on the project approach to be included in the RFP.

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Ruth Shikada  
Economic Development Officer/  
Assistant City Manager

APPROVED:

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Julio J. Fuentes  
City Manager

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 5:00pm

City of Santa Clara, California



**Date:** May 12, 2015

**To:** City Manager for Council Information

**From:** Deputy City Manager

**Subject:** Study Session: Plan to create a HOME funded Tenant-Based Rental Assistance Program

The City Council adopted the 2015-2017 Council Goals at their April 7, 2015 Council meeting. One of the goals is “the development of an affordable housing plan with focus on the homeless and housing vulnerable”. This is a homeless strategy described in the City’s HUD-required Consolidated Plan for 2015-2020 that was approved by Council on May 5, 2015.

To address this goal staff is proposing to develop a Tenant-Based Rental Assistance program (TBRA) to provide direct assistance to low-income households who need help paying their rent. The City’s Home Investment Partnership Act (HOME) funded TBRA is a rental subsidy that helps make up the difference between what a renter can afford to pay and the actual rent for a dwelling unit. The majority of the households assisted must be very low-income, having an annual household income of 60 percent or less of the area median income, as determined by HUD. The program cannot assist any household with an income that exceeds 80 percent of area median income.

The City is proposing to model its program similar to programs in the City of Sunnyvale and the County of Santa Clara. These agencies contract with providers to carry out their programs which have several components including case management. To benchmark local TBRA functions, staff consulted with Abode Services, an agency that has contracts with both the City of Sunnyvale and the County to provide such services. The City would be looking for a similar provider. Because the TBRA funding is limited to two years per household, it is seen as desirable to use the rent subsidies in combination with a program in which the participants are in the process of becoming self-sufficient. For example, Sunnyvale sees this as a good fit with its Downtown Streets Team in which homeless persons participate in a self-sufficiency program.

City staff is exploring entering into a TBRA agreement for three fiscal years from fiscal years 2015-16 to 2017-18. It is anticipated that the agreement will be for \$425,000 in each of the three fiscal years for a total of \$1,275,000. This program is to be designed to utilize HOME funds to meet the commitment deadline by August 31, 2015 for approximately \$1.281 million. Therefore sufficient HOME fund resources are available for this purpose.

The annual funding of \$425,000 minus \$29,000 (approximately 7% contract administrative costs) would assist approximately 25 households. Since this is a two-year subsidy, additional households would not be assisted until the third year. The second group of households would be assisted for an additional year if fourth year funding is available.

The TBRA program will complement two related programs that will be seeking Council approval in May and June respectively.

- *The Finally Home Program Tenant-Based Rental Assistance Security Deposit Program.* Source of funds to be HOME.
- *The City of Santa Clara Intensive Case Management Program for the Chronically Homeless* with primary referrals from the City's Police Department. Source of funds to be Successor Housing Agency Program Income as it is not an eligible HOME project.

The TBRA program will also complement two related programs which staff is currently researching: (1) Short term emergency housing through motel vouchers and (2) Master lease of a rental property to provide affordable housing placements.

The advantage of creating the TBRA program is that it is achievable within the given timeline to help the City meet the HOME deadline requirements. The HOME program must expend approximately \$658,000 in HOME funds by July 31, 2015 and must commit approximately \$1.281 million by August 31, 2015. The need to commit and expend a significant amount of HOME funds has been due to a culmination of several factors in the past few years. In July 2013, the Department of Housing and Urban Development (HUD) released a new HOME rule, which made the commitment and expenditure of HOME funds more challenging. For example, in order to commit funds to a project, all other non-HOME funding must be committed to the project prior to committing HOME funds. In addition, in fiscal year 2013-14, the HOME program received almost \$600,000 in program income from loan repayments and has received approximately \$228,000 in fiscal year 2014-15. As part of the HOME regulations, the program income funds must be expended prior to the expenditure of entitlement funds (annual allocation from HUD). One other contributing factor has been that HOME funds can only be used to assist homes that are valued at 95% of area median income (AMI) value limit, which is currently \$758,100. This has made it difficult to use HOME funds for the Neighborhood Conservation and Improvement Program (NCIP), which assists income-eligible homeowners with housing rehabilitation. City staff has worked closely with the City's HUD Community Planning and Development Representative in the design of the TBRA program to ensure it meets the HOME regulations.

It is requested that Council provide feedback to proceed with a plan to create a HOME funded TBRA program and to continue research on short-term emergency housing and master lease rentals for affordable housing.



Tamera Haas  
Deputy City Manager

APPROVED:



Julio J. Fuentes  
City Manager

5-12-15

6:00pm

# CLOSED SESSION NOTICE

City of Santa Clara, California



The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, May 12, 2015, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

- CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to Gov. Code § 54957.6  
**City designated representatives:** Julio J. Fuentes, 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)
  
- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
Pursuant to Gov. Code § 54956.9(d)(2) – Exposure to litigation  
**Number of potential cases:** 1  
**FACTS AND CIRCUMSTANCES:** Pursuant to Gov. Code § 54956.9(e)(2)  
1. Financial support and management of Santa Clara Convention Center
  
- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
Pursuant to Gov. Code § 54956.9(d)(2) – Exposure to litigation  
**Number of potential cases:** 1
  
- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
Pursuant to Gov. Code § 54956.9(d)(1)  
*D.E. Restaurant, Inc., et al. v. City of Santa Clara, et al.*, Santa Clara County Superior Court Case No. 114CV264438
  
- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
Pursuant to Gov. Code § 54956.9(d)(1)  
*Moneeb, et al. v. City of Santa Clara, et al.*, United States District Court, Northern District of California, Case No. 5:15-cv-01987
  
- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
Pursuant to Gov. Code § 54956.9(d)(1)  
*Citizens for Responsible Development, et al. v. City of Santa Clara*, Santa Clara County Superior Court Case No. 115CV275522

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Pursuant to Gov. Code § 54956.9(d)(1)

*Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Pursuant to Gov. Code § 54956.8

Property: APN 104-03-038, APN 104-03-039, APN 104-03-036, APN 104-03-037, APN 104-01-102, APN 097-01-039, APN 097-01-073

Negotiating Party(ies): Stephen F. Eimer, Related California

City Negotiator: Julio J. Fuentes, City Manager (or designee)

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

Date: May 8, 2015

  
RICHARD E. NOSKY, JR.  
City Attorney

I:\COUNCIL\CLOSED SESSION AND SPECIAL MEETINGS\2015\05-12-15 Notice City Labor & Ant Lit(2) & Exist Lit(4).doc

5-12-15

6:00pm

## CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara  
Redevelopment Agency



The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, May 12, 2015, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

**CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

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

**Number of potential cases: 1**

**FACTS AND CIRCUMSTANCES:** Pursuant to Gov. Code § 54956.9(e)(2)

1. Financial support and management of Santa Clara Convention Center

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Pursuant to Gov. Code § 54956.9(d)(1)

*Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396

Date: May 8, 2015

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
Successor Agency Counsel

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 4A

City of Santa Clara, California



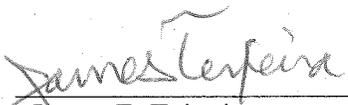
**Date:** April 14, 2015  
**To:** City Manager for Council Information  
**From:** Director of Parks & Recreation  
**Subject:** Special Order of Business for Presentation of Youth Commission Scholarship/May 12, 2015 Council Meeting

The following presentation is planned for the May 12, 2015 Council Meeting.

Youth Commission Scholarship

Youth Commission Chair Ashley Wong to make presentation with introductions by Recreation Coordinator, Jon Kawada.

Recipients: Alon Schwarz  
Hannah Villalpando

  
\_\_\_\_\_  
James F. Teixeira  
Director of Parks & Recreation

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

1) *None*

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 4B

City of Santa Clara, California

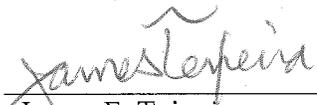


**Date:** April 14, 2015  
**To:** City Manager for Council Information  
**From:** Director of Parks & Recreation  
**Subject:** Special Order of Business for Recognition of Outgoing Youth Commission Members/May 12, 2015 Council Meeting

The Mayor and City Council with introduction of outgoing Commissioners by Recreation Coordinator Jon Kawada, will present nine (9) outgoing members of 2014-15 Santa Clara Youth Commission with a City tile and certificate in recognition of their service to the City at the May 12, 2015 Council meeting.

The Youth Commissioners to receive recognition are:

| <u>Name</u>           | <u>Years of Service</u>       |
|-----------------------|-------------------------------|
| 1. Ajaipal Chahal     | 4 years (Term Limit – Plaque) |
| 2. Karla Cisneros     | 2 years                       |
| 3. Devleena Das       | 4 years (Term Limit – Plaque) |
| 4. Sheryl Ratnam      | 4 years (Term Limit – Plaque) |
| 5. Andrew Rauschhuber | 4 years (Term Limit – Plaque) |
| 6. Tara Singh         | 1 year                        |
| 7. Michelle Vo        | 3 years                       |
| 8. Shana Vu           | 3 years                       |
| 9. Ashley Wong        | 4 years (Term Limit – Plaque) |

  
James F. Teixeira  
Director of Parks & Recreation

APPROVED:

  
Julio J. Fuentes  
City Manager

**Documents Related to this Report:**

1) None

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 4C

City of Santa Clara, California



**Date:** April 14, 2015  
**To:** City Manager for Council Action  
**From:** Director of Parks & Recreation  
**Subject:** Special Order of Business for 2015/16 Youth Commission Appointments

## EXECUTIVE SUMMARY:

Twelve candidates for the City of Santa Clara Youth Commission were interviewed on March 21, 2015. The interview team evaluated the candidates and rated each candidate on how they would best serve the City on the Youth Commission. Each Commissioner will serve a one-year term beginning in August, 2015 and ending in June, 2016. Each candidate meets the requirements outlined in the City Ordinance No. 1673, which created the Youth Commission. A listing of the fifteen recommended members for the 2015/16 Youth Commission including six returning members of the 2014/15 Youth Commission is attached.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

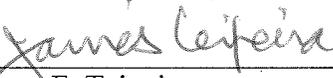
Approval of the nine new members and six returning members of the 2014/15 Santa Clara Youth Commission will meet the requirements outlined in the City Ordinance No. 1673, which created the Youth Commission.

## ECONOMIC/FISCAL IMPACT:

Staff support and training/meeting expenses are the only fiscal impacts relating to approval of the 2015/16 Youth Commission. Additional economic/fiscal impacts may result as the Youth Commission makes recommendations to the City Council.

## RECOMMENDATION:

That the Council 1) Approve the nine candidates on the attached list for appointment to the 2015/16 Santa Clara Youth Commission; and 2) Reappoint six returning members of the 2014/15 Santa Clara Youth Commission on the attached list for an appointment of one additional one year term to the 2015/16 Santa Clara Youth Commission.

  
\_\_\_\_\_  
James F. Teixeira  
Director of Parks & Recreation

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

1) *Youth Commission List*

# City of Santa Clara Youth Commission

## 2015/2016 Recommended Candidates

| <u>Name</u>           | <u>Year and School in the Fall of 2015</u>           |
|-----------------------|--|
| 1. Delilah Anaya      | 7 <sup>th</sup> grade, Cabrillo Middle School        |
| 2. Meyhaa Buvanesh    | 12 <sup>th</sup> grade, Cupertino High School        |
| 3. Antonio Davila     | 9 <sup>th</sup> grade, Bellarmine College Prep       |
| 4. Dorian Hans        | 8 <sup>th</sup> grade, Don Callejon School           |
| 5. Genevieve Iben     | 11 <sup>th</sup> grade, Cupertino High School        |
| 6. Caroline Kloes     | 9 <sup>th</sup> grade, Wilcox High School            |
| 7. Alicia Luong       | 10 <sup>th</sup> grade, Santa Clara High School      |
| 8. Damarah Madriaga   | 9 <sup>th</sup> grade, Santa Clara/Wilcox H.S.       |
| 9. Catherine Petersen | 10 <sup>th</sup> grade, Archbishop Mitty High School |

## 2015/2016 Returning Youth Commissioners

|                  |   |
|------------------|---|
| 1. Samia Abbasi  | 12 <sup>th</sup> grade, Wilcox High School      |
| 2. Sarisha Kurup | 11 <sup>th</sup> grade, The Harker School       |
| 3. Vyvy Nguyen   | 12 <sup>th</sup> grade, Santa Clara High School |
| 4. Tamara Pantic | 11 <sup>th</sup> grade, Santa Clara High School |
| 5. Alyssa Riley  | 11 <sup>th</sup> grade, Wilcox High School      |
| 6. Ryan Winter   | 10 <sup>th</sup> grade, Santa Clara High School |

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 4.D

City of Santa Clara, California



**Date:** May 7, 2015

**To:** City Manager for Council Action

**From:** City Clerk/Auditor

**Subject:** Special Order of Business: Appointment to Fill a Vacancy on the Historical and Landmark Commission

**EXECUTIVE SUMMARY:**

Four applications were received for the vacancy on the Historical and Landmarks Commission for the full term ending June 30, 2019. Pursuant to Council policy, applicants to fill a vacancy on the Historical and Landmarks Commission are interviewed before a scheduled Council meeting. The applicants are scheduled to be interviewed at 6:00 pm on May 12, 2015 at City Hall in the Reception Lobby area adjacent to the City Clerk's Office. The applications are attached for your review.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

An advantage is that the appointment will complete a full Commission. There are no disadvantages.

**ECONOMIC/FISCAL IMPACT:**

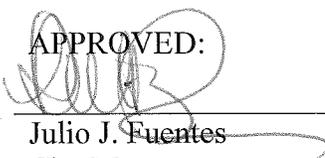
There is no cost to the City other than administrative staff time and expense.

**RECOMMENDATION:**

That the Council appoint one applicant to fill the vacancy on the Historical and Landmark Commission for the full term ending June 30, 2019.

\_\_\_\_\_  
Rod Diridon, Jr.  
City Clerk/Auditor

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) *List of Applicants*
- 2) *Applications*



## LIST OF APPLICANTS



### HISTORICAL AND LANDMARKS COMMISSION

- 1 Priya Cherukuru
- 2 Elijah Reynolds
- 3 Ujjal Singh
- 4 Keith Stattenfield



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

|  |   |  |                                 |
|--|---|--|---------------------------------|
| Board/ Commission/ Committee Applying For:                       | Historic & Landmark Commission          |  |                                 |
| Name:  | Priya Cherukuru                         |  |                                 |
| Address:   | [REDACTED]                              |  |                                 |
| City:  | Santa Clara                             |  |                                 |
| State:   | CA                                      | Zip Code:                              | 95051                           |
| E-mail Address:  | [REDACTED]                              |  |                                 |
| Primary Phone Number   | [REDACTED]                              |  |                                 |
| Secondary Phone Number   | [REDACTED]                              |  |                                 |
| Are you eligible to register to vote in Santa Clara?             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/ Commission/Committee? | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:  | County of Santa Clara                   |  |                                 |
| Job Title:   | Capital Projects Manager II             |  |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

Architectural and Site Approval (ASA) Committee,  
County of Santa Clara

ASA Committee Member

April 2009-February 2014

County of Santa Clara

Historical Heritage Coordinator

May 2010-February 2014

County of Santa Clara

Associate Planner

April 2006- February  
2014

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

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| Historic Preservation, Architecture and Urban Planning. Involved as a mentor for STEAM education with Dare2BDigital in promoting digital fluency for young women in the field of technology. |
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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

|                           |
|---------------------------|
| San Jose State University |
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| Urban and Regional Planning |
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| Masters in Urban and Regional Planning - Jun 2003-May 2005. |
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| University of Madras |
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| Architecture |
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| Bachelors in Architecture (5 Yr Program) |
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| Stanford University |
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| Stanford Center for Professional Development |
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| Certification |
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Special awards or recognition received:

[Empty box for special awards or recognition received]

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

As a resident of the City of Santa Clara, I feel a deep passion for the history of this City. With my educational and professional background in Architecture and Historic Preservation and a professional career as a Planner and Capital Projects Manager, I hope to bring in an objective perspective to development in this City. With my past experience on the Architectural and Site Approval Committee with the County of Santa Clara and as Staff to the Historic Heritage Commission of the County, I understand the immense responsibility and contribution, this Committee brings forward, as recommendations to the City Council. I would like to volunteer and give back to the City and community that has not only welcomed me as an immigrant but has let me thrive in it. My children go to Public Schools in this wonderful City, and my goal is that they can see that no matter where you are from, if you are willing to work hard and contribute your knowledge and time to your community, you will reap the benefits of your efforts and will make the community a better place for all to live in.

Any other information which you feel would be useful to the City Council in reviewing your application:

[Empty box for other information]

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

I currently am employed as Capital Projects Manager II, Facilities and Fleet Department, County of Santa Clara.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant: Jayapriya Cherukuru

Date Signed: 04/13/15

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State:  Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?  Yes  No  Unsure

Are you a registered voter of Santa Clara?  Yes  No  Unsure

Have you attended a meeting of this Board/ Commission/Committee?  Yes  No  Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

Hiking, Judo,

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Indiana University

Linguistics

PhD

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Special awards or recognition received:

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Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I live in the Old Quad and am committed to the preservation of historical landmarks

Any other information which you feel would be useful to the City Council in reviewing your application:

As a professor of the humanities and liberal arts, I look forward to learning and sharing in the cultivation of a genuine and authentic Santa Clara community for its historical presence.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Signature of Applicant:

elijah reynolds

Date Signed:

05/06/15

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

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|---|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                          | Historic & Landmark Commission          |                             |                                 |
| Name:   | Ujjal Singh                             |                             |                                 |
| Address:  | [REDACTED]                              |                             |                                 |
| City:   | Santa Clara                             |                             |                                 |
| State:  | CA                                      | Zip Code:                   | 95051                           |
| E-mail Address:   | [REDACTED]                              |                             |                                 |
| Primary Phone Number  | [REDACTED]                              |                             |                                 |
| Secondary Phone Number  | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/<br>Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:   | Apple                                   |                             |                                 |
| Job Title:  | Project Manager                         |                             |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

Interest in sports, traveling, reading etc.

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Golden Gate University, San Francisco

Computer related subjects like C, C++, Java, Python, Data base management systems, Object Oriented concepts etc.

MS Software Engineering

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Special awards or recognition received:

[Empty box for special awards or recognition received]

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Historic monuments play extremely important role in our life & they must be protected, maintained and preserved. It's our responsibility to preserve them for our future generations. I have great interest in getting involved these type of activities.  
I attend couple of meeting in the last few months. I really liked the way these meetings are conducted to discuss and resolve so many issues. I am extremely interested in performing this role and serving the community.  
It also provides an opportunity to know about each other & help, share/resolve issues or concerns. I will try my best to perform my duties if I get a chance to server as a commission member.

Any other information which you feel would be useful to the City Council in reviewing your application:

I am extremely interested in performing this role. I will try my best to perform my duties if I get a chance to server as a commission member.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

[Empty box for naming organization or employment]

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

[Empty box for explaining convictions]

Signature of Applicant:

Ujjal Singh

Date Signed:

05/06/15

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

|  |   |                             |                                 |
|--|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                       | Historic & Landmark Commission          |                             |                                 |
| Name:  | Keith Stattenfield                      |                             |                                 |
| Address:   | [REDACTED]                              |                             |                                 |
| City:  | Santa Clara                             |                             |                                 |
| State:   | CA                                      | Zip Code:                   | 95051                           |
| E-mail Address:  | [REDACTED]                              |                             |                                 |
| Primary Phone Number   | [REDACTED]                              |                             |                                 |
| Secondary Phone Number   | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/ Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:  | Apple, Inc.                             |                             |                                 |
| Job Title:   | Software Engineer                       |                             |                                 |

| Previous Governmental Bodies/ Elective Offices Applicant has served: | Position/ Office Held: | Dates:               |
|--|------------------------|----------------------|
| Santa Clara Planning Commission                                      | Commissioner           | 7/1/2009 - 6/30/2015 |
|  |                        |                      |
|  |                        |                      |

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

Santa Clara Library Foundation and Friends

President; board member

2010 - present

Casa del Rey Homeowner's Association

President

1996 - present

---

Special Interests, Hobbies or Talents:

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

University of Wisconsin : Madison

Computer Science, Philosophy

Bachelor of Science

Stanford University

Computer Science

Master of Science

Special awards or recognition received:

---

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I have served on the Planning Commission for the past eight years, and on the architectural committee, and so have worked alongside the historic landmark commission over the years. I would like to continue my service to the city, and I am familiar with these aspects of our current processes.

Any other information which you feel would be useful to the City Council in reviewing your application:

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant:

Date Signed:

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 4. E

City of Santa Clara, California



**Date:** May 7, 2015  
**To:** City Manager for Council Action  
**From:** City Clerk/Auditor  
**Subject:** Special Order of Business: Interviews and Appointment to Fill the Vacancies on the Planning Commission

## EXECUTIVE SUMMARY:

Ten applications were received for the two vacancies on the Planning Commission for the full terms ending June 30, 2019. Pursuant to Council policy, applicants to fill the vacancies on the Planning Commission are interviewed during the regular scheduled Council meeting. The applicants are scheduled to be interviewed at 7:00 pm on May 12, 2015 in the Council Chambers. The applications are attached for review.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

An advantage is that the appointment will complete a full Commission. There are no disadvantages.

## ECONOMIC/FISCAL IMPACT:

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

## RECOMMENDATION:

That the Council appoint two applicants to fill the vacancies on the Planning Commission for the full terms ending June 30, 2019.

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Rod Diridon, Jr.  
City Clerk/Auditor

APPROVED:

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Julio J. Fuentes  
City Manager

## *Documents Related to this Report:*

- 1) *List of Applicants*
- 2) *Applications*



## LIST OF APPLICANTS



### PLANNING COMMISSION

- 1 Deborah Bress
- 2 Hosam Haggag
- 3 Sudhanshu Jain
- 4 Arthur Alexander Javaras
- 5 Regina "Jeannie" Mahan
- 6 David M. McWalters
- 7 Michael O'Halloran
- 8 Kevin Park
- 9 Brandon Reinhardt
- 10 Peter Yoon



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclearaca.gov](mailto:Clerk@santaclearaca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Planning Commission

Name:

Deborah Bress

Address:

[REDACTED]

City:

Santa Clara

State:

CA

Zip Code:

95051

E-mail Address:

[REDACTED]

Primary Phone Number

[REDACTED]

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

Yes

No

Unsure

Are you a registered voter of Santa Clara?

Yes

No

Unsure

Have you attended a meeting of this Board/  
Commission/Committee?

Yes

No

Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

It's A SAK (simple act of kindness)

Founding Board Member

2013 to present

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Special Interests, Hobbies or Talents:

Public advocate for Santa Clarans

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

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Special awards or recognition received:

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Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I have a deep and through understanding of civic planning and want to bring visibility and citizen involvement to the Planning Commission and to revitalization I'm the Coty of, Santa Clara.

Any other information which you feel would be useful to the City Council in reviewing your application:

I will bring enthusiastic approach to the Planning Commission and will act in the best interests of the citizens and. Y neighbors in Santa Clara ... Something that is deeply and urgently needed to restore citizen involvement and faith in the operations of my, city.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant:

Date Signed:

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS AND COMMITTEE  
CITY OF SANTA CLARA

Submit Completed Applications to: City Clerk's Office  
1500 Warburton Avenue, Santa Clara, California 95050  
Telephone: 1-408-615-2220 Email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

RECEIVED  
MAY 06 2015  
City Clerk's Office  
City of Santa Clara



\*\*\*\*\*

Board/Commission/Committee Applying For: PLANNING COMMISSION

Name: HOSAM HAGGAG

Address: [REDACTED] City: SANTA CLARA Zip: 95050

Telephone: Work: [REDACTED] Home: [REDACTED]

Email: [REDACTED] Fax: \_\_\_\_\_

Are you eligible to register to vote in Santa Clara? YES

Are you a registered voter of Santa Clara? YES How long? ~8 years

Have you attended a meeting of this Board/Commission/Committee? YES

Present Employer: INTEL CORP

Job Title: Senior Product Manager

| Previous Governmental Bodies/Elective Offices Applicant has served | Position/Office Held | Dates     |
|--|----------------------|-----------|
| —  |                      |           |
|  |                      |           |
|  |                      |           |
|  |                      |           |
| Civic or Charitable Organizations To which Applicant has belonged  | Position Held        | Dates     |
| MCA (Muslim Community Assoc)                                       | Member               | 2015      |
| University of Maryland's Muslim Student Association                | President            | 2005/2006 |

Special Interests/Hobbies/Talents: COOKING (EATING!), FISHING, A BUNCH OF OTHER THINGS

| College, Professional, Vocational, Schools attended | Major Subject        | Dates     | Degree/Date |
|---|----------------------|-----------|-------------|
| Univ of Maryland                                    | Computer Engineering | 2002-2006 | BSc 2006    |
|   |                      |           |             |
|   |                      |           |             |

\*NOTE: ALL INFORMATION PROVIDED WILL BE PUBLIC INFORMATION.

Special awards or recognition received: \_\_\_\_\_

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if necessary)

For the last 8 years, I've lived, worked, shopped and prayed in Santa Clara. My two daughters were born here. I've purchased a home here and through my experience with the restoration I've become intimately familiar with the process, members of commissions, City Council and City staff. With that behind me it is now time for me to give back to this wonderful city I call home.

Any other information which you feel would be useful to the City Council in reviewing your application:

(Attach second page if necessary) After having spoken to current and ex Commissioners I understand that this job requires logical & methodical problem solving. As an engineer by training and a Senior product manager by profession, I have the necessary skills needed to be a valuable contribution to the commission, as I manage complex programs and deal with challenging problems day in and day out.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

NO INTEL HAS THEIR OFFICES IN SANTA CLARA, MCA HAS THEIR COMMUNITY CENTER IN SANTA CLARA.

If yes, please state name of Organization/Employment:

SEE ABOVE.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises: YES

Have you ever been convicted of a felony or a misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions):

How did you hear about the opening on this Board/Commission/Committee? CITY COUNCIL MEETING

Signature of Applicant: \_\_\_\_\_

Date signed: 5/6/2015



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<http://get.adobe.com/reader>

|   |   |                             |                                 |
|---|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                          | Planning Commission                     |                             |                                 |
| Name:   | Sudhanshu Jain                          |                             |                                 |
| Address:  | [REDACTED]                              |                             |                                 |
| City:   | Santa Clara                             |                             |                                 |
| State:  | CA                                      | Zip Code:                   | 95050                           |
| E-mail Address:   | [REDACTED]                              |                             |                                 |
| Primary Phone Number  | [REDACTED]                              |                             |                                 |
| Secondary Phone Number  | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/<br>Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:   | none                                    |                             |                                 |
| Job Title:  | retired                                 |                             |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

Santa Clara Citizens' Advisory Committee

Secretary

2013-2014

[Empty box for previous governmental bodies]

[Empty box for position/ office held]

[Empty box for dates]

[Empty box for previous governmental bodies]

[Empty box for position/ office held]

[Empty box for dates]

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

Cub Scout Pack 32, Santa Clara

Committee Chair

2008-2009

Kona Kai Swim and Racquet Club, Santa Clara

Board of Directors in Buildings and Grounds position

2011, 2012, 2014, Present

Acterra  
(43 year old environmental non-profit in Palo Alto)

Board of Directors

2012-Present

---

Special Interests, Hobbies or Talents:

I have coached Robotics (USFIRST FLL) for middle school students since 2008. In Sept 2014, I started a high school robotics team at Wilcox high school.

I graduated from the Master Gardeners of Santa Clara County program in 2011 and have been active in the program since. I have been working closely with Sheila Tucker to get a Community Garden established in Santa Clara.

Shortly after retiring in 2008, I maintained all the computers at Washington Open for 2 years and then at Discover Charter School for 2 years afterwards.

My main passion is protection of the environment and to combat Climate Change. I am also very interested in improving science education at our schools and taught algebra for two years at Discovery Charter School.

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Massachusetts Institute of Technology

Electrical Engineering

BSEE, 1983

Massachusetts Institute of Technology

Electrical Engineering

MSEE, 1985

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I have been following Santa Clara City Council and Planning Commission meetings closely for 3 years now. I speak regularly at council and planning commission meetings about how to make Santa Clara a more liveable city. I also attend almost every meeting of the Bicycle and Pedestrian Advisory Committee. I'm also on the board of the Santa Clara Old Quad Residents Association working to preserve the character of the Old Quad and to build the community. I very closely participated in the creation of Santa Clara's Climate Action Plan and in trying to promote the need for a sustainability manager in Santa Clara. I see the need to build more housing in Santa Clara to moderate the rise in housing prices. I also see the need to reduce traffic congestion as we add more people to Santa Clara per the General Plan.

Any other information which you feel would be useful to the City Council in reviewing your application:

Participated in Santa Clara's HEAT/CERT program  
Graduated from Santa Clara Leadership Program in 2014.  
Currently in the Citizens Police Academy Program in Santa Clara  
On board of directors for the Old Quad Residents' Association

As a retired person, I believe that I have the time to read the materials and to meet with residents and developers. I believe that I have a good understanding of how the City works and can add significant value to the commission.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

Santa Clara Old Quad Residents Association

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant: Sudhanshu Jain

Date Signed: 04/16/15

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
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<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Planning Commission

Name:

Arthur Alexander Javaras

Address:

[REDACTED]

City:

Santa Clara

State:

California Zip Code: 95050

E-mail Address:

[REDACTED]

Primary Phone Number

[REDACTED]

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

Yes  No  Unsure

Are you a registered voter of Santa Clara?

Yes  No  Unsure

Have you attended a meeting of this Board/  
Commission/Committee?

Yes  No  Unsure

Present Employer:

N/A

Job Title:

N/A

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

Santa Clara Historical Home Tour

Docent

2004 - 2014

Santa Clara Old Quad Association

Member

2013 - 2014

National Night Out

Host

2000 - 2014

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Special Interests, Hobbies or Talents:

writing, drawing, playing guitar, swim, run, hike, bike, tennis, golf, basketball, ice hockey, woodworking, electrical, gardening, investing, teaching, law, economics. historical preservation, volunteer work/ helping seniors and veterans.

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

University of San Francisco

Economics

B.S. Economics 1987

Lincoln University

Law

J.D. Law 1996

DeAnza College

Business

A.A. Business 1985

Special awards or recognition received:

Various Military awards issued by U.S. Army, issued by the U.S. Army and Special Intelligence Operations (classified). Awarded law school certificates for: highest grade point average in Wills, Trusts, and estate planning classes, and honored for outstanding oral argument of appellate court brief. Earned high honors and 1st in class (Applied Economics), University of San Francisco. Awarded certificate for regional top performing real estate broker while serving as broker/partner C21 Real Estate.

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I want to become a member of the planning committee because I appreciate and recognize the need and importance of having a sound building plan for the city of Santa Clara that focuses on and promotes the unique architecture and history of the city and it's residents. As an active member of the planning committee, I would use my education and professional work experience to ensure that all rules, regulations, and codes enacted and adopted by the city of Santa Clara related to all development projects within the city are applied in a professional, fair and timely manor for each project while being sensitive to the unique facts of each development project and the specific concerns made by individuals presenting their cases to the committee.

Any other information which you feel would be useful to the City Council in reviewing your application:

I believe it is important for the City Council to understand that I am a mature, motivated, hardworking and optimistic person that is committed to making the City of Santa Clara a city that will stand out in the eyes of others not only as a "gem" in the Santa Clary Valley, but as a city that is so well developed that other cities in California and the nation will look up to as a model for planning and development.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

none

Signature of Applicant:

Arthur A. Javaras

Date Signed:

05/02/2015

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<http://get.adobe.com/reader>

|   |   |                             |                                 |
|---|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                          | Planning Commission                     |                             |                                 |
| Name:   | Regina "Jeannie" Mahan                  |                             |                                 |
| Address:  | [REDACTED]                              |                             |                                 |
| City:   | Santa Clara                             |                             |                                 |
| State:  | CA                                      | Zip Code:                   | 95051                           |
| E-mail Address:   | [REDACTED]                              |                             |                                 |
| Primary Phone Number  | [REDACTED]                              |                             |                                 |
| Secondary Phone Number  | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?                | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/<br>Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:   | Visger Precision Inc,                   |                             |                                 |
| Job Title:  | Administrative Assistant, Part-Time     |                             |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

|                                     |
|-------------------------------------|
| Historical and Landmarks Commission |
|-------------------------------------|

|              |
|--------------|
| Commissioner |
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| June 2010 to Present<br>(in Second Term) |
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| HLC Liaison to Architectural Review Committee |
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| Liaison |
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| Present |
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| HLC Liaison to Historic Preservation Society of Santa Clara |
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|         |
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| Liaison |
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|---------|
| Present |
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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

Santa Clara Woman's Club

President  
Board Member

2013 to Present  
(Two Year Term)  
2006 to Present

Santa Clara University Catala Club

President  
Board Member

2012-2014  
2006 to Present

Historic Preservation Society of Santa Clara  
Santa Clara Historic Home Tour  
Harris Lass Spring Tea

Board Member  
Co-Chair  
Co-Chair

2009 to Present  
Present  
Present

---

Special Interests, Hobbies or Talents:

Volunteering at St. Justin Community Food Bank Ministry  
Tutoring Junior High Young Women at Sacred Heart Downtown  
Jogging, Aerobics, Yoga, Gardening, Reading

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Santa Clara University

Spanish/Sociology

BA 1972

San Jose State University

Elementary Teaching  
Credential

Credential 1973

Santa Clara University

MA Education Administration &  
Administrative Credential

MA & Credential 1987

Special awards or recognition received:

Graduated Cum Laude from Santa Clara University (BA and MA), Mentor Teacher, Teacher of the Year

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am interested in serving on the Planning Commission as I see it as a direct connection to my work on the Historic and Landmarks Commission. As we know, our city has a wonderful, historic past: our beautiful, unique mission, our old quad with its architecturally significant homes, and our special mid-century modern neighborhoods. However, at the same time growth and expansion are part of being a vibrant, viable city, which Santa Clara is. We are presently at a crossroads as we value our past but look to our exciting future. We have our beautiful Levi Stadium which has increased our visibility and significance, not just in our community, but in the entire United States. We are looking to grow and improve our old downtown. We are making hubs of retail and activity in our neighborhoods, places where people can gather. I think my service on H LC has given me the experience to look at plans and evaluate them, looking at the broader picture and taking the owner's best interest into consideration at the same time. We also need to be aware of sustainable progress, evaluating our resources as we move forward. Water, energy, public services such as police and fire protection need to be incorporated into decisions involving expansion. I would be honored to be part of the planning decisions as Santa Clara continues to grow and become an integral part of our larger community. When the Franciscan missionaries completed a mission, they moved on down the El Camino Real looking for a new place to grow, and we continue to follow in their footsteps.

Any other information which you feel would be useful to the City Council in reviewing your application:

I am a retired school teacher, teaching from 1973 to 1992 in Santa Clara Unified School District (2nd and 4th Grades), St Justin School from 1992 to 1997 (4th Grade). I was then Principal of St Justin School from 1997 to 2006, at which time I retired when my father became ill and I wanted to spend time with him and my mother.

Unfortunately, I will be out of town in New York City for my niece's college graduation on May 16th (Tickers and plans were made 8 months ago.), and I will not be here for the interviews on May 12th. If this invalidates my application, I fully understand.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Signature of Applicant:

Regina M. Mahan

Date Signed:

04/21/15

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<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State:  Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?  Yes  No  Unsure

Are you a registered voter of Santa Clara?  Yes  No  Unsure

Have you attended a meeting of this Board/ Commission/Committee?  Yes  No  Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

---

Civic or Charitable Organizations to which  
Applicant has belonged:

Position(s) Held:

Dates:

Electronic Representatives Association

Vice-President

1985-87.

---

Special Interests, Hobbies or Talents:

I grow world class Roses, Clivia miniatas and Amaryllis belladonnas.

---

College, Professional, Vocational Schools  
attended:

Major Subject:

Degree/Dates:

St. Mary's College of California

Economics

BA, 1964

De Anza College

Para Legal

AA. 2010.

Special awards or recognition received:

---

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I believe that the current development is going to create problems. I would like to assist in attempting to mitigate the situation before it becomes a unsolvable.

Any other information which you feel would be useful to the City Council in reviewing your application:

I have lived in Santa Clara over 25 years. I have retired and have ample time to devote to this committee. I'm a nice guy.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Signature of Applicant:

DavidM. McWalters Signed electronically

Date Signed:

04/22/15

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|  |   |                             |                                 |
|--|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                       | Planning Commission                     |                             |                                 |
| Name:  | Michael O'Halloran                      |                             |                                 |
| Address:   | [REDACTED]                              |                             |                                 |
| City:  | Santa Clara                             |                             |                                 |
| State:   | CA                                      | Zip Code:                   | 95050                           |
| E-mail Address:  | [REDACTED]                              |                             |                                 |
| Primary Phone Number   | [REDACTED]                              |                             |                                 |
| Secondary Phone Number   | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/ Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:  | retired                                 |                             |                                 |
| Job Title:   | n/a                                     |                             |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

|                              |              |              |
|------------------------------|--------------|--------------|
| Parks & Recreation Committee | Commissioner | 2010-present |
| [REDACTED]                   | [REDACTED]   | [REDACTED]   |
| [REDACTED]                   | [REDACTED]   | [REDACTED]   |

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

South of Forest Neighborhood Association

Board chairman, Board member

2006-2011, 2013-current

Boy Scouts of America (Troop 394)

Committee chairmen, Merit Badge mentor

2004-2010

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Special Interests, Hobbies or Talents:

Hiking, garden, bicycling, trap shooting. General financial background & traing working in airfreight business and later in medical device business.

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Northwestern University (Kellogg School of Management)

Finance

MBA/1980

University of California, Berkeley

History

AB/1978

Foothill Community College

general ed

1973-1976

Special awards or recognition received:

Santa Clara Leadership Program 2011, Boy Scouts of America Leadership award 2010

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

As a resident of Santa Clara I take great interest and responsibility for how the City is developed. There is great opportunity from the business growth, but also requirements to ensure that growth matches up with a continuing quality of life for residents. We need to identify those opportunities and also concerns and work towards optimum results, in an organized fashion with the General Plan as an important outline.

Any other information which you feel would be useful to the City Council in reviewing your application:

I have lived in several cities with different community formats:  
San Francisco, Mountain View, (schools: Los Altos, Berkeley & Evanston/Chicago, IL), Los Angeles, Memphis, TN, Dubai, UAE, Bellevue/Seattle, WA, Santa Clara)

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant:

Michael O'Halloran

Date Signed:

05/04/15

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS AND COMMITTEE  
CITY OF SANTA CLARA

Submit Completed Applications to: City Clerk's Office  
1500 Warburton Avenue, Santa Clara, California 95050  
Telephone: 615-2220 Email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

\*\*\*\*\*

Board/Commission/Committee Applying For: Planning Commission

Name: Kevin Park

Address: [REDACTED] City: Santa Clara Zip: 95051

Telephone: Work: [REDACTED] Home: \_\_\_\_\_

Email: [REDACTED] Fax: \_\_\_\_\_

Are you eligible to register to vote in Santa Clara? Yes

Are you a registered voter of Santa Clara? Yes How long? 19 years

Have you attended a meeting of this Board/Commission/Committee? Yes

Present Employer: Insperty

Job Title: Engineer

| Previous Governmental Bodies/Elective Offices Applicant has served | Position/Office Held            | Dates     |
|--|---------------------------------|-----------|
| General Plan Steering Committee, Santa Clara                       | Member                          | 2010      |
| Santa Clara Citizens' Advisory Committee (CAC)                     | Member (Chair 2014), Vice Chair | 2008-2015 |
|  |                                 |           |
|  |                                 |           |
| Civic or Charitable Organizations To which Applicant has belonged  | Position Held                   | Dates     |
| Santa Clara Sister Cities Association                              | Board                           | 2009-2013 |
| Santa Clara County Office of Education (SCCOE)                     | Arts in Education Initiative    | 2008-2009 |

Special Interests/Hobbies/Talents: Actually reading commission packets and reports, community planning, science, teaching, pasta cars, biking, hiking, infrastructure, technology, chocolate

| College, Professional, Vocational, Schools attended | Major Subject     | Dates     | Degree/Date |
|---|-------------------|-----------|-------------|
| Caltech, Pasadena, California                       | E&AS (Aero/Astro) | 1989-1993 | BS 1993     |
| Stanford University                                 | ME                | 1993-1996 | MS 1996     |
|   |                   |           |             |

**\*NOTE: ALL INFORMATION PROVIDED WILL BE PUBLIC INFORMATION.**

Special awards or recognition received: Public service needs no recognition, but you can look me up  
if you insist.

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if necessary)  
I have attended many meetings and learned much about the planning process, creating and maintaining relationships with both City staff and residents. I am an independent voice who will try to balance new projects with the needs and values of the communities they impact and ensure that the City gets its fair share of services and fees required. I will work with City Council to make related issues known so that we can get the best possible results, for both the applicants and the City itself.

Any other information which you feel would be useful to the City Council in reviewing your application:  
(Attach second page if necessary)  
I have attended more Planning Commission meetings and researched more projects on my own time (emphasis mine) than [almost] (de-emphasis mine) anyone I know.  
I do not only read about these projects, but also speak on them and seek residential feedback.  
Having a commissioner with more than just an opinion but research data as well would be useful as we get to more sensitive areas and projects in a built-out city.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  
No  
If yes, please state name of Organization/Employment:

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises:  
Yes, of course. Why would you not?

Have you ever been convicted of a felony or a misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions):  
No.

How did you hear about the opening on this Board/Commission/Committee? Attended many commission and City Council meetings. Many.

Signature of Applicant: Kevin Park  
Date signed: 2 May 2015



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

|  |   |                             |                                 |
|--|---|-----------------------------|---------------------------------|
| Board/ Commission/ Committee Applying For:                       | Planning Commission                     |                             |                                 |
| Name:  | Brandon Reinhardt                       |                             |                                 |
| Address:   | [REDACTED]                              |                             |                                 |
| City:  | Santa Clara                             |                             |                                 |
| State:   | CA                                      | Zip Code:                   | 95051                           |
| E-mail Address:  | [REDACTED]                              |                             |                                 |
| Primary Phone Number   | [REDACTED]                              |                             |                                 |
| Secondary Phone Number   | [REDACTED]                              |                             |                                 |
| Are you eligible to register to vote in Santa Clara?             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Are you a registered voter of Santa Clara?                       | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Have you attended a meeting of this Board/ Commission/Committee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Present Employer:  | Beacon Development Group                |                             |                                 |
| Job Title:   | Housing Developer                       |                             |                                 |

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

|                       |                |                 |
|-----------------------|----------------|-----------------|
| San Jose City Council | Policy Advisor | 08/2010-05/2011 |
|                       |                |                 |
|                       |                |                 |

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Civic or Charitable Organizations to which  
Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

Watching local sports teams, hiking, whitewater rafting

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College, Professional, Vocational Schools  
attended:

Major Subject:

Degree/Dates:

California State University, Chico

Business Finance

BS 05/2007

San Jose State University

Real Estate Development  
(Urban Planning/Business)

MS 12/2014

California State University, Dominguez Hills

Construction Project  
Management

Certificate 06/2014

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I am seeking an appointment to the Planning Commission because I think with my vocational and educational backgrounds, I could provide value to the City of Santa Clara. Having a Masters Degree with an emphasis in business and urban planning is very helpful in understanding the complexity of issues that arise before a Planning Commission. Also, having worked for a municipality in the role of a land use policy adviser to the City Council, I believe I understand staff reports quite well. Through this experience I have also come to know how city meetings are run and the intricacies of municipal processes. Finally, I have worked in affordable housing as a project manager for most of my career. Working with city governments is an integral part of my daily work life. I currently work for a non-profit developer of low-income senior housing based out of Pleasanton, CA.

Any other information which you feel would be useful to the City Council in reviewing your application:

I am eager to use my skill set to help serve the City of Santa Clara, the place I call home. I look forward to making Santa Clara the best possible place to live.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Expunged/dismissed misdemeanor DUI from 2006.

Signature of Applicant:

Date Signed:

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**

RECEIVED

MAY 06 2015



APPLICATION  
BOARD, COMMISSIONS AND COMMITTEE  
CITY OF SANTA CLARA

Submit Completed Applications to: City Clerk's Office  
1500 Warburton Avenue, Santa Clara, California 95050  
Telephone: 615-2220 Email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

City Clerk's Office  
City of Santa Clara

\*\*\*\*\*

Board/Commission/Committee Applying For: Planning Commission

Name: Peter Yoon

Address: [REDACTED] City: Santa Clara Zip: 95051

Telephone: Work: [REDACTED] Home: [REDACTED]

Email: [REDACTED] Fax: \_\_\_\_\_

Are you eligible to register to vote in Santa Clara? yes

Are you a registered voter of Santa Clara? yes How long? 16 years

Have you attended a meeting of this Board/Commission/Committee? yes

Present Employer: County of Santa Clara

Job Title: Eligibility Examiner

| Previous Governmental Bodies/Elective Offices Applicant has served | Position/Office Held | Dates         |
|--|----------------------|---------------|
| Santa Clara County   | Eligibility Examiner | 89 - Present  |
| Board of Library   | Trustee              | 10 - Present  |
| International Exchange   | Commissioner         | 03 - 10       |
| General Plan steering Committee, charter Review                    | member               | 08 - 10<br>11 |
| Civic or Charitable Organizations To which Applicant has belonged  | Position Held        | Dates         |
| Historic Preservation Society of S.C                               | Member               |               |
| Santa Clara Sister cities Association                              | Member               |               |

Special Interests/Hobbies/Talents: Attending/watching City Council meetings, organizing, Managing And Marketing events/Ideas/Products.

| College, Professional, Vocational, Schools attended | Major Subject           | Dates | Degree/Date         |
|---|-------------------------|-------|---------------------|
| William Jessup University                           | Business Administration |       | Bachelor of Science |
| UC Davis Extension                                  | Foster Care Eligibility |       | Certificate         |
|   |                         |       |                     |

\*NOTE: ALL INFORMATION PROVIDED WILL BE PUBLIC INFORMATION.

Special awards or recognition received: Completed Leadership Santa Clara 08,

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if necessary)

I want to make Santa Clara a great city to play, to work and to retire. To achieve a great city, we may need to have a balanced approach to housing, retail (business) and open space. I will foster open and civil communication. I will listen to residential concerns and work for whole community.

Any other information which you feel would be useful to the City Council in reviewing your application:

(Attach second page if necessary)

I have attended Planning Commission and Architectural Committee meetings to prepare myself to be a Planning Commissioner.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

maybe.

If yes, please state name of Organization/Employment: Santa Clara County.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises: yes.

Have you ever been convicted of a felony or a misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions):

NO

How did you hear about the opening on this Board/Commission/Committee? By attending city council, planning commission and architectural committee meetings.

Signature of Applicant: \_\_\_\_\_

Date signed: \_\_\_\_\_

5/5/15

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6A2

City of Santa Clara, California



**Date:** April 28, 2015  
**To:** City Manager for Council Action  
**From:** Director of Finance/Assistant City Manager  
**Subject:** Acceptance of the Monthly Financial Status Reports for March 2015

## EXECUTIVE SUMMARY:

In compliance with the Charter of the City of Santa Clara, Article IX, Sections 904(d) and (h) and the State of California Government Code Sections 41004 and 53646, the following reports for March 2015 are submitted for your information and acceptance:

1. Summaries of Revenues and Expenditures (Operating and Capital Improvement Funds)
2. All Funds Cash Position
3. Summary of Portfolio
4. Summary Schedule of Investments
5. Investment Maturity Distribution
6. List of Securities Brokers and Dealers
7. Attachment A: Investment Inventory With Market Value

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

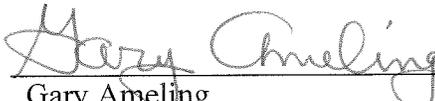
These reports provide monthly revenues and expenditures summaries and summary investment schedules.

## ECONOMIC/FISCAL IMPACT:

Costs associated with the regular preparation of these reports are included in the General Fund Operating Budget.

## RECOMMENDATION:

That the Council accept the Monthly Financial Status Reports for March 2015 as presented.

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

- 1) *Monthly Financial Status Reports for March 2015*



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY FINANCIAL STATUS REPORTS**

**SUMMARIES OF REVENUES AND EXPENDITURES**

**ALL FUNDS CASH POSITION**

**SUMMARY OF PORTFOLIO**

**SUMMARY SCHEDULE OF INVESTMENTS**

**INVESTMENT MATURITY DISTRIBUTION**

**LIST OF SECURITIES BROKERS AND DEALERS**

**ATTACHMENT A: INVESTMENT INVENTORY WITH MARKET VALUE**

**March 2015**

# CITY OF SANTA CLARA

## MONTHLY FINANCIAL STATUS REPORTS

### TABLE OF CONTENTS

|   |   | Page # |
|---|---|--------|
| 1 | Summaries of Revenues and Expenditures<br>(Operating and Capital Improvement Funds) | 1      |
| 2 | All Funds Cash Position   | 3      |
| 3 | Summary of Portfolio  | 4      |
| 4 | Summary Schedule of Investments   | 5      |
| 5 | Investment Maturity Distribution Schedule   | 6      |
| 6 | List of Securities Brokers and Dealers  | 7      |
| 7 | Attachment A: Investment Inventory With Market Value                                |        |

**CITY OF SANTA CLARA  
OPERATING FUNDS  
SUMMARY OF REVENUES AND EXPENDITURES  
as of March 31, 2015**

| Fund Description             | Fund #  | EXPENDITURES                  |                       |                       | REVENUES                          |  |                                    |
|------------------------------|---------|-------------------------------|-----------------------|-----------------------|-----------------------------------|--|------------------------------------|
|                              |         | Appropriations <sup>(1)</sup> | Expenditures To Date  | Unexpended Balance    | Budgeted Resources <sup>(2)</sup> | Receipts and Net Transfers In/(Out) To Date <sup>(3)</sup> | Unrealized (Unanticipated) Revenue |
| General Fund                 | 001     | \$ 169,233,741                | \$ 117,572,642        | \$ 51,661,099         | \$ 169,233,741                    | \$ 121,452,735   | \$ 47,781,006                      |
| Downtown Parking Mtce.       | 025     | 191,846                       | 82,655                | 109,191               | 191,846                           | 185,333  | 6,513                              |
| Convention Center Mtce.      | 026     | 1,375,711                     | 941,788               | 433,923               | 1,375,711                         | 1,313,692  | 62,019                             |
| Public Facilities Corp. Debt | 431     | 2,505,934                     | 2,501,455             | 4,479                 | 2,505,934                         | 2,506,040  | (106)                              |
| Vehicle Equipment            | 050     | 5,990,492                     | 2,844,961             | 3,145,531             | 5,990,492                         | 5,658,739  | 331,753                            |
| Automotive Services          | 053     | 4,205,645                     | 2,949,270             | 1,256,375             | 4,205,645                         | 3,166,113  | 1,039,532                          |
| Senior Nutrition Program     | 111     | 169,478                       | 117,282               | 52,196                | 169,478                           | 73,456   | 96,022                             |
| Communications Tech. Srv.    | 047     | 66,894                        | 19,523                | 47,371                | 66,894                            | 66,894   | -                                  |
| Communications Equip.        | 048     | 463,919                       | 112,090               | 351,829               | 463,919                           | 347,939  | 115,980                            |
| Electric Utility Funds       | 091/191 | 342,749,773                   | 231,749,639           | 111,000,134           | 342,749,773                       | 257,973,842  | 84,775,931                         |
| Electric Utility Debt        | 491     | 15,022,394                    | 14,141,663            | 880,731               | 15,022,394                        | 9,021,457  | 6,000,937                          |
| Water Utility Fund           | 092     | 33,644,197                    | 20,745,554            | 12,898,643            | 33,644,197                        | 22,496,971   | 11,147,226                         |
| Sewer Utility Fund           | 094     | 18,775,471                    | 12,166,658            | 6,608,813             | 18,775,471                        | 11,169,324   | 7,606,147                          |
| Cemetery                     | 093     | 851,186                       | 632,496               | 218,690               | 851,186                           | 652,507  | 198,679                            |
| Solid Waste Utility Fund     | 096     | 19,326,516                    | 13,042,910            | 6,283,606             | 19,326,516                        | 14,720,401   | 4,606,115                          |
| Water Recycling Program      | 097     | 3,033,501                     | 2,341,991             | 691,510               | 3,033,501                         | 2,432,160  | 601,341                            |
| Sewer Utility-Debt Services  | 494     | 1,140,000                     | -                     | 1,140,000             | 1,140,000                         | 1,140,000  | -                                  |
| <b>TOTAL</b>                 |         | <b>\$ 618,746,698</b>         | <b>\$ 421,962,577</b> | <b>\$ 196,784,121</b> | <b>\$ 618,746,698</b>             | <b>\$ 454,377,603</b>                                      | <b>\$ 164,369,095</b>              |

(1) - Budgeted appropriations include encumbered 6-30-14 appropriations plus FY14-15 appropriations.

(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.

(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

**CITY OF SANTA CLARA  
CAPITAL IMPROVEMENT FUNDS  
SUMMARY OF REVENUES AND EXPENDITURES  
as of March 31, 2015**

| Fund Description             | Fund # | EXPENDITURES                  |                      |                       | REVENUES                          |  |                                    |
|------------------------------|--------|-------------------------------|----------------------|-----------------------|-----------------------------------|--|------------------------------------|
|                              |        | Appropriations <sup>(1)</sup> | Expenditures To Date | Unexpended Balance    | Budgeted Resources <sup>(2)</sup> | Receipts and Net Transfers In/(Out) To Date <sup>(3)</sup> | Unrealized (Unanticipated) Revenue |
| Street Beautification        | 531    | \$ 1,416,468                  | \$ 399,102           | \$ 1,017,366          | \$ 1,416,468                      | \$ 1,420,344   | \$ (3,876)                         |
| Parks & Recreation           | 532    | 4,134,061                     | 824,613              | 3,309,448             | 4,134,061                         | 6,819,848  | (2,685,787)                        |
| Streets & Highways           | 533    | 9,964,392                     | 4,069,748            | 5,894,644             | 9,964,392                         | 7,113,910  | 2,850,482                          |
| Section 2105 Gas Tax         | 521    | 1,147,991                     | 650,247              | 497,744               | 1,147,991                         | 1,248,797  | (100,806)                          |
| Major City Streets           | 522    | 2,939,941                     | 279,993              | 2,659,948             | 2,939,941                         | 2,958,833  | (18,892)                           |
| Section 2103 Gas Tax         | 523    | 2,364,436                     | -                    | 2,364,436             | 2,364,436                         | 2,965,481  | (601,045)                          |
| Select City Streets          | 524    | 1,360,300                     | 142,185              | 1,218,115             | 1,360,300                         | 1,408,227  | (47,927)                           |
| Traffic Mitigation           | 525    | 14,877,307                    | 726,370              | 14,150,937            | 14,877,307                        | 11,584,063   | 3,293,244                          |
| Street Lighting              | 534    | 7,426,154                     | 1,115,947            | 6,310,207             | 7,426,154                         | 7,218,507  | 207,647                            |
| Storm Drain                  | 535    | 3,911,572                     | 1,673,041            | 2,238,531             | 3,911,572                         | 3,883,996  | 27,576                             |
| Fire                         | 536    | 570,254                       | 286,732              | 283,522               | 570,254                           | 570,254  | -                                  |
| Library                      | 537    | 647,430                       | 447,537              | 199,893               | 647,430                           | 322,430  | 325,000                            |
| Public Buildings             | 538    | 1,995,698                     | 646,584              | 1,349,114             | 1,995,698                         | 1,995,698  | -                                  |
| General Govmnt - Other       | 539    | 11,329,965                    | 1,146,971            | 10,182,994            | 11,329,965                        | 11,070,336   | 259,629                            |
| Community Services           | 562    | 4,253,101                     | 1,038,194            | 3,214,907             | 4,253,101                         | 500,418  | 3,752,683                          |
| Electric Utility             | 591    | 115,991,324                   | 34,396,782           | 81,594,542            | 115,991,324                       | 116,664,717  | (673,393)                          |
| Water Utility                | 592    | 14,119,004                    | 4,656,294            | 9,462,710             | 14,119,004                        | 14,050,347   | 68,657                             |
| Cemetery                     | 593    | 97,822                        | 388                  | 97,434                | 97,822                            | 97,822   | -                                  |
| Sewer Utility                | 594    | 45,835,996                    | 8,802,666            | 37,033,330            | 45,835,996                        | 41,675,727   | 4,160,269                          |
| Solid Waste Utility          | 596    | 703,169                       | 224,082              | 479,087               | 703,169                           | 699,014  | 4,155                              |
| Water Recycling Prgm.        | 597    | 572,094                       | 202,412              | 369,682               | 572,094                           | 572,094  | -                                  |
| University Project Area CIP  | 938    | -                             | -                    | -                     | -                                 | -  | -                                  |
| Bayshore North Proj Area CIP | 939    | 2,052,420                     | -                    | 2,052,420             | 2,052,420                         | 2,052,420  | -                                  |
| <b>TOTAL</b>                 |        | <b>\$ 247,710,899</b>         | <b>\$ 61,729,888</b> | <b>\$ 185,981,011</b> | <b>\$ 247,710,899</b>             | <b>\$ 236,893,283</b>                                      | <b>\$ 10,817,616</b>               |

(1) - Budgeted appropriations include unexpended 6-30-14 appropriations plus FY14-15 appropriations, and exclude unallocated appropriations.

(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.

(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

**CITY OF SANTA CLARA  
ALL FUNDS - CASH POSITION  
as of March 31, 2015**

TOTAL - ALL FUNDS CASH POSITION

|                       |                                     |
|-----------------------|-------------------------------------|
| Cash - Active         | \$ 72,753,744                       |
| Savings & Investments | <u>568,747,114</u>                  |
| <b>TOTAL</b>          | <b><u><u>\$ 641,500,858</u></u></b> |

DETAIL OF SELECTED FUND CASH BALANCES:

|                                   | <u>ELECTRIC</u>                     | <u>WATER</u>                       | <u>SEWER</u>                       | <u>SELECTED<br/>CONTINGENCY<br/>RESERVE</u> |
|-----------------------------------|-------------------------------------|------------------------------------|------------------------------------|---|
| Operating Cash                    | \$ 67,344,045                       | \$ 10,659,779                      | \$ 17,367,124                      |   |
| Construction Cash                 | 88,435,723                          | 12,253,290                         | 38,823,355                         |   |
| Replacement & Improvement         |                                     | 303,090                            | 1,507,553                          |   |
| Water Conservation                |                                     | 33,125                             |                                    |   |
| Green House Gas                   | 183,158                             |                                    |                                    |   |
| Renewable Energy Reserve          | 5,543,005                           |                                    |                                    |   |
| Rate Stabilization Fund Reserve   | 25,000,000                          |                                    |                                    |   |
| Cost Reduction Fund Reserve       | 51,758,577                          |                                    |                                    |   |
| DVR Power Plant Contracts Reserve | 5,078,163                           |                                    |                                    |   |
| Working Capital Reserve           |                                     |                                    |                                    | \$ 27,603,742                               |
| Capital Projects Reserve          |                                     |                                    |                                    | 7,637,746                                   |
| Building Inspection Reserve       |                                     |                                    |                                    | 5,405,269                                   |
| Land Sale Reserve                 |                                     |                                    |                                    | 79,411,212                                  |
| <b>TOTALS</b>                     | <b><u><u>\$ 243,342,671</u></u></b> | <b><u><u>\$ 23,249,284</u></u></b> | <b><u><u>\$ 57,698,032</u></u></b> | <b><u><u>\$ 120,057,969</u></u></b>         |

**CITY OF SANTA CLARA  
SUMMARY OF PORTFOLIO**

All securities held by the City of Santa Clara as of March 31, 2015 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 Successor Agency of the Redevelopment Agency of the City of Santa Clara (SA), the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of March 31, 2015.

|                          | <b>BOOK VALUE</b>    | <b>PERCENTAGE</b> |
|--------------------------|----------------------|-------------------|
| City                     | \$514,635,250        | 97.54%            |
| SA                       | 11,665,452           | 2.21%             |
| SOSA                     | 394,513              | 0.07%             |
| HA                       | 937,869              | 0.18%             |
| Unrestricted             | \$527,633,084        | 100.00%           |
| Restricted Bond Proceeds | 41,114,030           |                   |
| Total                    | <b>\$568,747,114</b> |                   |

Not shown above are the Stadium Authority funds held in separate bank accounts totaling \$671,020.34 on March 31, 2015.

On March 31, 2015 the principal cost and market value of the City's unrestricted pooled cash portfolio were \$527,633,084 and \$527,691,668 respectively. In addition, the accrued interest was \$1,097,497.

Investment Strategy and Market Update

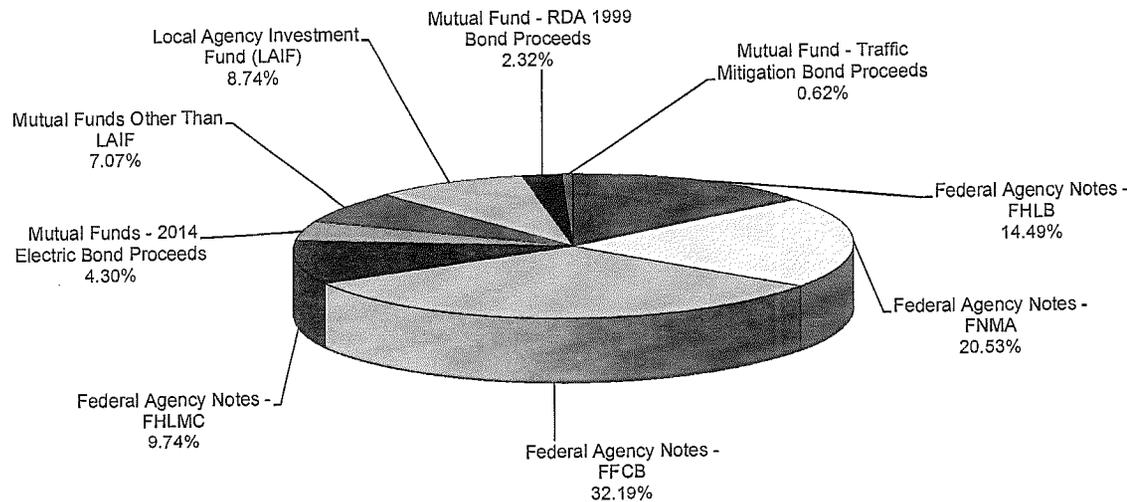
The City's investment strategy for March 2015 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of March 31, 2015, 76.95% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, to comply with the 1986 Tax Reform Act's arbitrage regulations, a portion of the City's bond proceeds is invested in yield-restricted investments. These yield-restricted investments are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 1.73 years and the City's portfolio yield vs. the 12-month moving average yield of two-year Treasury Notes (Benchmark Return) was as follows:

| <b>PERIOD</b> | <b>CITY'S<br/>PORTFOLIO<br/>RETURN</b> | <b>BENCHMARK<br/>RETURN</b> | <b>AVERAGE<br/>DAYS TO<br/>MATURITY</b> |
|---------------|--|-----------------------------|---|
| March 2015    | 0.71%                                  | 0.51%                       | 633                                     |
| February 2015 | 0.78%                                  | 0.50%                       | 664                                     |
| March 2014    | 0.70%                                  | 0.33%                       | 897                                     |

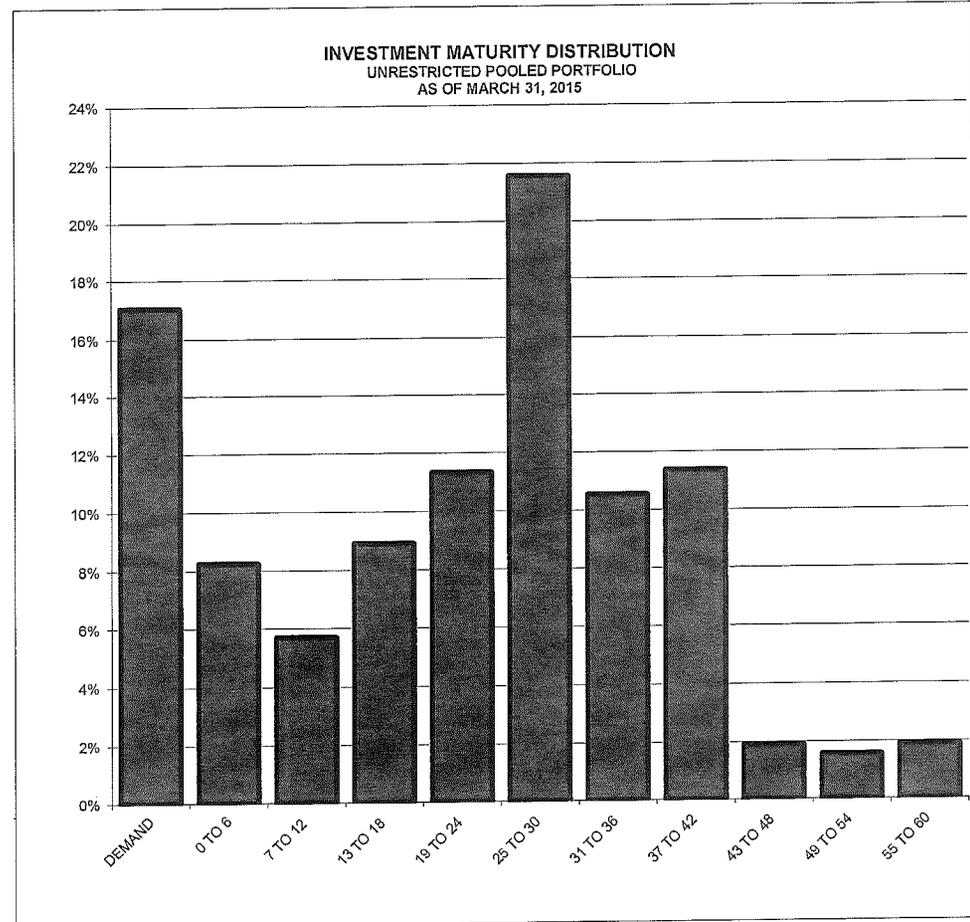
**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS MARCH 31, 2015**

| <u>INVESTMENT TYPE</u>                                      | <u>BOOK VALUE</u>     | <u>% OF PORTFOLIO</u> | <u>PER INVESTMENT POLICY</u> |
|---|-----------------------|-----------------------|------------------------------|
| U.S. Treasury Notes   | \$ -                  | 0.00%                 | No Limit                     |
| Federal Agency Notes - FHLB                                 | 82,429,513            | 14.49%                | No Limit                     |
| Federal Agency Notes - FNMA                                 | 116,778,224           | 20.53%                | No Limit                     |
| Federal Agency Notes - FFCB                                 | 183,086,506           | 32.19%                | No Limit                     |
| Federal Agency Notes - FHLMC                                | 55,391,338            | 9.74%                 | No Limit                     |
| Mutual Fund - 2014 Electric Bond Proceeds                   | 24,436,936            | 4.30%                 | 15%                          |
| Mutual Funds Other Than LAIF                                | 40,229,989            | 7.07%                 | 10% Per Fund                 |
| Local Agency Investment Fund (LAIF)                         | 49,717,513            | 8.74%                 | \$50 M                       |
| Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds | 13,166,565            | 2.32%                 | No Limit                     |
| Mutual Fund - Traffic Mitigation Bond Proceeds              | 3,510,530             | 0.62%                 | No Limit                     |
| <b>TOTAL INVESTMENTS</b>                                    | <b>\$ 568,747,114</b> | <b>100.00%</b>        |                              |



**INVESTMENT MATURITY DISTRIBUTION  
AS OF MARCH 31, 2015  
UNRESTRICTED POOLED PORTFOLIO**

| <u>MATURITY<br/>(IN MONTHS)</u> | <u>BOOK VALUE</u>     | <u>NUMBER OF<br/>INVESTMENTS</u> | <u>DISTRIBUTION</u> |
|---------------------------------|-----------------------|----------------------------------|---------------------|
| DEMAND                          | \$ 89,947,502 (a)     | 2                                | 17.04%              |
| 0 TO 6                          | 43,483,650            | 7                                | 8.24%               |
| 7 TO 12                         | 30,080,230            | 3                                | 5.70%               |
| 13 TO 18                        | 46,841,640            | 5                                | 8.88%               |
| 19 TO 24                        | 59,702,446            | 6                                | 11.32%              |
| 25 TO 30                        | 113,820,757           | 12                               | 21.57%              |
| 31 TO 36                        | 55,617,088            | 6                                | 10.54%              |
| 37 TO 42                        | 59,900,879            | 6                                | 11.35%              |
| 43 TO 48                        | 10,000,000            | 1                                | 1.90%               |
| 49 TO 54                        | 8,238,892             | 1                                | 1.56%               |
| 55 TO 60                        | 10,000,000            | 1                                | 1.90%               |
| <b>TOTAL</b>                    | <b>\$ 527,633,084</b> | <b>50</b>                        | <b>100.00%</b>      |



Average Maturity of Unrestricted Pool: 1.73 Years

(a) \$20M is earmarked for the City's Electric Utility power-trading.

**CITY OF SANTA CLARA**

**List of Securities Brokers and Primary Dealers  
in U.S. Government Securities and Mutual Funds**

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Cantor Fitzgerald & Company

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Gilford Securities, Inc.

UBS Financial Services

All individual securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with the Bank of New York Securities Safekeeping.

FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

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INVESTMENTS OUTSTANDING AS OF 03/31/15  
MAJOR SORT KEY IS ICC#

| INVEST NUMBER                                 | DESCRIPTION<br>PURCHASE MATURITY DATE       | CUSIP     | BANK BROK | FUND SAFE | CPN RATE YTM TR  | PAR/SHARES BOOK                | MARKET VALUE MARKET PRICE       | CURR ACCR INT PRICE SOURCE | UNREALIZED GAIN UNREALIZED LOSS |
|---|---|-----------|-----------|-----------|------------------|--------------------------------|---------------------------------|----------------------------|---------------------------------|
| 17199   | FHLB step-up<br>06/26/14 06/26/19           | 3130A2AB2 | 25<br>26  | 1<br>000  | 1.3750<br>1.4062 | 8,250,000.00<br>8,238,892.32   | 8,268,290.25<br>100.2217000000  | 29,934.90<br>IDC           | 29,397.93                       |
| SUBTOTAL (Inv Type) 20 FHLB step-up           |   |           | 1.45%(M)  |           | 1.3750<br>1.4062 | 8,250,000.00<br>8,238,892.32   | 8,268,290.25<br>100.2217000000  | 29,934.90                  | 29,397.93                       |
| 17187   | FHLB MEDIUM TERM NOTES<br>01/08/14 08/17/15 | 313378CN9 | 25<br>25  | 1<br>000  | .6000<br>.3105   | 5,000,000.00<br>5,007,126.28   | 5,007,800.00<br>100.1560000000  | 3,666.67<br>IDC            | 673.72                          |
| 17173   | FHLB MEDIUM TERM NOTES<br>04/24/13 03/18/16 | 313382K85 | 25<br>25  | 1<br>000  | .4500<br>.3903   | 10,000,000.00<br>10,005,928.23 | 10,009,070.00<br>100.0907000000 | 1,625.00<br>IDC            | 3,141.77                        |
| 17178   | FHLB MEDIUM TERM NOTES<br>05/14/13 06/24/16 | 3133834R9 | 25<br>25  | 1<br>000  | .3750<br>.4502   | 10,000,000.00<br>9,988,838.70  | 9,994,490.00<br>99.9449000000   | 10,104.18<br>IDC           | 5,651.30                        |
| SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES |   |           | 4.40%(M)  |           | .4501<br>.3982   | 25,000,000.00<br>25,001,893.21 | 25,011,360.00<br>100.0454400000 | 15,395.85                  | 9,466.79                        |
| 17190   | FHLB COUPON NOTES<br>01/10/14 06/12/15      | 313379ER6 | 25<br>25  | 1<br>000  | .5000<br>.2906   | 3,560,000.00<br>3,563,694.50   | 3,562,794.60<br>100.0785000000  | 5,389.44<br>IDC            | -899.90                         |
| 17177   | FHLB COUPON NOTES<br>05/09/13 05/09/16      | 313382V75 | 25<br>30  | 1<br>000  | .4500<br>.4500   | 10,000,000.00<br>10,000,000.00 | 9,992,360.00<br>99.9236000000   | 17,750.00<br>IDC           | -7,640.00                       |
| 17157   | FHLB COUPON NOTES<br>11/15/12 11/15/17      | 3133817D1 | 25<br>25  | 1<br>000  | .9800<br>.9800   | 5,660,000.00<br>5,660,000.00   | 5,650,910.04<br>99.8394000000   | 20,954.58<br>IDC           | -9,089.96                       |
| 17161   | FHLB COUPON NOTES<br>12/28/12 12/28/17      | 313381LC7 | 25<br>25  | 1<br>000  | .9500<br>.9500   | 10,000,000.00<br>10,000,000.00 | 9,955,340.00<br>99.5534000000   | 24,541.67<br>IDC           | -44,660.00                      |
| 17183   | FHLB COUPON NOTES<br>06/20/13 06/20/18      | 313383EP2 | 25<br>26  | 1<br>000  | 1.2500<br>1.3538 | 10,000,000.00<br>9,965,032.86  | 9,981,050.00<br>99.8105000000   | 35,069.44<br>IDC           | 16,017.14                       |
| 17203   | FHLB COUPON NOTES<br>12/10/14 12/10/18      | 3130A3K60 | 25<br>25  | 1<br>000  | 1.6400<br>1.6400 | 10,000,000.00<br>10,000,000.00 | 10,020,550.00<br>100.2055000000 | 50,566.67<br>IDC           | 20,550.00                       |
| SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES      |   |           | 8.64%(M)  |           | 1.0203<br>1.0261 | 49,220,000.00<br>49,188,727.36 | 49,163,004.64<br>99.8842030000  | 154,271.80                 | 36,567.14<br>-62,289.86         |
| 17112   | FNMA COUPON NOTES<br>12/13/11 10/26/15      | 31398A4M1 | 25<br>26  | 1<br>000  | 1.6250<br>.8851  | 10,000,000.00<br>10,072,336.31 | 10,079,950.00<br>100.7995000000 | 69,965.28<br>IDC           | 7,613.69                        |
| 17167   | FNMA COUPON NOTE<br>01/14/13 09/26/16       | 3135G0SU8 | 25<br>25  | 1<br>000  | .6000<br>.6206   | 6,905,000.00<br>6,902,895.53   | 6,903,101.13<br>99.9725000000   | 575.42<br>IDC              | 205.60                          |
| 17176   | FNMA Coupon Note<br>05/14/13 11/14/16       | 3135G0WY5 | 25<br>25  | 1<br>000  | .5500<br>.5387   | 10,000,000.00<br>10,002,224.22 | 9,995,370.00<br>99.9537000000   | 20,930.56<br>IDC           | -6,854.22                       |
| 17185   | FNMA COUPON NOTE<br>06/13/13 02/27/17       | 3135G0XL2 | 25<br>25  | 1<br>000  | .6500<br>1.0417  | 10,000,000.00<br>9,923,498.15  | 10,002,220.00<br>100.0222000000 | 6,138.89<br>IDC            | 78,721.85                       |
| 17153   | FNMA COUPON NOTES<br>10/26/12 04/26/17      | 3136G0X89 | 25<br>25  | 1<br>000  | .7500<br>.7500   | 10,000,000.00<br>10,000,000.00 | 9,991,110.00<br>99.9111000000   | 32,291.67<br>IDC           | -8,890.00                       |
| 17182   | FNMA COUPON NOTE<br>06/19/13 06/19/17       | 3136G1NU9 | 25<br>25  | 1<br>000  | 1.0000<br>1.0000 | 10,000,000.00<br>10,000,000.00 | 10,009,800.00<br>100.0980000000 | 28,333.33<br>IDC           | 9,800.00                        |

FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

RPTMKT)

INVESTMENTS OUTSTANDING AS OF 03/31/15  
MAJOR SORT KEY IS ICC#

| INVEST NUMBER                                 | DESCRIPTION<br>PURCHASE MATURITY DATE       | CUSIP     | BANK BROK | FUND SAFE | CPN RATE<br>YTM TR | PAR/SHARES<br>BOOK | MARKET VALUE<br>MARKET PRICE | CURR ACCR INT<br>PRICE SOURCE | UNREALIZED GAIN<br>UNREALIZED LOSS |
|---|---|-----------|-----------|-----------|--------------------|--------------------|------------------------------|-------------------------------|------------------------------------|
| 17141   | FNMA COUPON NOTE<br>07/11/12 07/11/17       | 3136G0QM6 | 25        | 1         | 1.1000             | 10,000,000.00      | 10,001,040.00                | 24,444.44                     |                                    |
|   |   |           | 25        | 000       | 1.0808             | 10,004,639.81      | 100.0104000000               | IDC                           | -3,599.81                          |
| 17144   | FNMA COUPON NOTE<br>08/21/12 08/21/17       | 3135G0NF6 | 25        | 1         | 1.0000             | 10,000,000.00      | 9,987,980.00                 | 11,111.11                     |                                    |
|   |   |           | 30        | 000       | 1.0000             | 10,000,000.00      | 99.8798000000                | IDC                           | -12,020.00                         |
| SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE       |   |           |           |           | 13.53%(M)          |                    |                              |                               |                                    |
|   |   |           |           |           | .9228              | 76,905,000.00      | 76,970,571.13                | 193,790.70                    | 96,341.14                          |
|   |   |           |           |           | .8743              | 76,905,594.02      | 100.0852620000               |                               | -31,364.03                         |
| 17184   | FNMA MEDIUM TERM NOTE<br>06/12/13 07/05/16  | 3135G0XP3 | 25        | 1         | .3750              | 10,000,000.00      | 9,993,930.00                 | 8,958.33                      | 39,015.25                          |
|   |   |           | 25        | 100       | .6803              | 9,954,914.75       | 99.9393000000                | IDC                           |                                    |
| 17156   | FNMA MEDIUM TERM NOTE<br>10/26/12 10/26/17  | 3135G0PQ0 | 25        | 1         | .8750              | 10,000,000.00      | 10,012,380.00                | 37,673.61                     | 32,888.76                          |
|   |   |           | 25        | 000       | .9452              | 9,979,491.24       | 100.1238000000               | IDC                           |                                    |
| 17205   | FNMA MEDIUM TERM NOTE<br>12/04/14 02/28/18  | 3135G0VC4 | 25        | 1         | 1.1300             | 10,000,000.00      | 10,063,810.00                | -46,141.66                    | 71,221.17                          |
|   |   |           | 25        | 000       | 1.1552             | 9,992,588.83       | 100.6381000000               | IDC                           |                                    |
| 17180   | FNMA MEDIUM TERM NOTE<br>05/28/13 05/21/18  | 3135G0WJ8 | 25        | 1         | .8750              | 10,000,000.00      | 9,976,240.00                 | 31,597.22                     | 30,605.04                          |
|   |   |           | 30        | 000       | 1.0350             | 9,945,634.96       | 99.7624000000                | IDC                           |                                    |
| SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE  |   |           |           |           | 7.04%(M)           |                    |                              |                               |                                    |
|   |   |           |           |           | .8141              | 40,000,000.00      | 40,046,360.00                | 32,087.50                     | 173,730.22                         |
|   |   |           |           |           | .9541              | 39,872,629.78      | 100.1159000000               |                               |                                    |
| 17139   | FFCB MEDIUM TERM NOTES<br>06/13/12 05/01/15 | 3133EANJ3 | 25        | 1         | .5000              | 10,000,000.00      | 10,003,170.00                | 20,833.33                     | 4,401.94                           |
|   |   |           | 25        | 000       | .5252              | 9,998,768.06       | 100.0317000000               | IDC                           |                                    |
| 17191   | FFCB MEDIUM TERM NOTES<br>01/10/14 06/18/15 | 3133EDC67 | 25        | 1         | .2500              | 7,000,000.00       | 7,001,687.00                 | 5,006.94                      | 3,089.40                           |
|   |   |           | 25        | 000       | .2904              | 6,998,597.60       | 100.0241000000               | IDC                           |                                    |
| 17169   | FFCB MEDIUM TERM NOTES<br>01/29/13 09/15/15 | 3133ECBB9 | 25        | 1         | .4000              | 10,000,000.00      | 10,007,110.00                | 1,777.77                      | 8,541.18                           |
|   |   |           | 25        | 000       | .4287              | 9,998,568.82       | 100.0711000000               | IDC                           |                                    |
| SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES |   |           |           |           | 4.75%(M)           |                    |                              |                               |                                    |
|   |   |           |           |           | .3982              | 27,000,000.00      | 27,011,967.00                | 27,618.04                     | 16,032.52                          |
|   |   |           |           |           | .4286              | 26,995,934.48      | 100.0443220000               |                               |                                    |
| 17168   | FFCB COUPON NOTES<br>01/18/13 10/15/15      | 3133ECB86 | 25        | 1         | .4200              | 10,000,000.00      | 10,012,180.00                | 19,366.67                     | 10,214.40                          |
|   |   |           | 25        | 000       | .4002              | 10,001,965.60      | 100.1218000000               | IDC                           |                                    |
| 17174   | FFCB COUPON NOTES<br>04/26/13 04/22/16      | 3133ECM76 | 25        | 1         | .4000              | 10,000,000.00      | 9,999,750.00                 | 17,666.67                     | 4,759.16                           |
|   |   |           | 25        | 000       | .4337              | 9,994,990.84       | 99.9975000000                | IDC                           |                                    |
| 17151   | FFCB COUPON NOTES<br>09/27/12 12/27/16      | 3133EA2L1 | 25        | 1         | .7200              | 10,000,000.00      | 9,969,310.00                 | 18,800.00                     |                                    |
|   |   |           | 25        | 000       | .7309              | 9,998,353.74       | 99.6931000000                | IDC                           | -29,043.74                         |
| 17163   | FFCB COUPON NOTES<br>01/08/13 12/27/16      | 3133ECBN3 | 25        | 1         | .6500              | 9,790,000.00       | 9,756,831.48                 | 16,615.81                     |                                    |
|   |   |           | 26        | 000       | .6628              | 9,787,533.92       | 99.6612000000                | IDC                           | -30,702.44                         |
| 17160   | FFCB COUPON NOTES<br>12/20/12 03/20/17      | 3133ECAK0 | 25        | 1         | .6700              | 10,000,000.00      | 9,990,360.00                 | 2,047.22                      |                                    |
|   |   |           | 25        | 000       | .7083              | 9,992,469.37       | 99.9036000000                | IDC                           | -2,109.37                          |
| 17154   | FFCB COUPON NOTES<br>10/12/12 04/11/17      | 3133EA4G0 | 25        | 1         | .7000              | 10,000,000.00      | 9,973,310.00                 | 33,055.56                     |                                    |
|   |   |           | 25        | 000       | .7396              | 9,990,280.15       | 99.7331000000                | IDC                           | -16,970.15                         |
| 17165   | FFCB COUPON NOTES<br>01/10/13 05/01/17      | 3133EAE38 | 25        | 1         | .8200              | 6,350,000.00       | 6,350,469.90                 | 21,695.83                     | 837.89                             |
|   |   |           | 25        | 000       | .8223              | 6,349,632.01       | 100.0074000000               | IDC                           |                                    |

FINANCE DEPARTMENT  
 CITY OF SANTA CLARA  
 INVESTMENT INVENTORY WITH MARKET VALUE

RPTMKT)

INVESTMENTS OUTSTANDING AS OF 03/31/15  
 MAJOR SORT KEY IS ICC#

| INVEST NUMBER                                  | DESCRIPTION<br>PURCHASE MATURITY DATE                | CUSIP     | BANK BROK | FUND SAFE | CPN RATE<br>YTM TR | PAR/SHARES<br>BOOK | MARKET VALUE<br>MARKET PRICE | CURR ACCR INT<br>PRICE SOURCE | UNREALIZED GAIN<br>UNREALIZED LOSS |
|--|--|-----------|-----------|-----------|--------------------|--------------------|------------------------------|-------------------------------|------------------------------------|
| 17175  | FFCB COUPON NOTES<br>05/09/13 05/09/17               | 3133ECP40 | 25        | 1         | .6400              | 10,000,000.00      | 9,947,860.00                 | 25,244.44                     |                                    |
|  |  |           | 25        | 000       | .6527              | 9,996,882.27       | 99.47860000000               | IDC                           | -49,022.27                         |
| 17152  | FFCB COUPON NOTES<br>10/12/12 07/11/17               | 3133EA4H8 | 25        | 1         | .8200              | 10,000,000.00      | 9,961,480.00                 | 18,222.22                     |                                    |
|  |  |           | 25        | 000       | .8407              | 9,994,953.49       | 99.61480000000               | IDC                           | -33,473.49                         |
| 17143  | FFCB COUPON NOTES<br>07/24/12 07/24/17               | 3133EAZK7 | 25        | 1         | .9700              | 10,000,000.00      | 9,993,130.00                 | 18,052.78                     |                                    |
|  |  |           | 25        | 000       | .9700              | 10,000,000.00      | 99.93130000000               | IDC                           | -6,870.00                          |
| 17145  | FFCB COUPON NOTES<br>08/07/12 08/07/17               | 3133EAF86 | 25        | 1         | .9700              | 10,000,000.00      | 10,000,970.00                | 14,550.00                     | 970.00                             |
|  |  |           | 25        | 000       | .9700              | 10,000,000.00      | 100.00970000000              | IDC                           |                                    |
| 17149  | FFCB COUPON NOTES<br>09/05/12 09/05/17               | 3133EAR26 | 25        | 1         | .9700              | 10,000,000.00      | 10,000,970.00                | 7,005.56                      | 2,721.92                           |
|  |  |           | 25        | 000       | .9772              | 9,998,248.08       | 100.00970000000              | IDC                           |                                    |
| 17159  | FFCB COUPON NOTES<br>12/12/12 12/12/17               | 3133EC7A6 | 25        | 1         | .8200              | 10,000,000.00      | 9,917,080.00                 | 24,827.78                     |                                    |
|  |  |           | 25        | 000       | .8405              | 9,994,003.29       | 99.17080000000               | IDC                           | -76,923.29                         |
| 17179  | FFCB COUPON NOTES<br>05/22/13 05/22/18               | 3133ECQ56 | 25        | 1         | 1.0800             | 10,000,000.00      | 9,973,410.00                 | 38,700.00                     |                                    |
|  |  |           | 25        | 000       | 1.0852             | 9,998,253.01       | 99.73410000000               | IDC                           | -24,843.01                         |
| 17181  | FFCB COUPON NOTES<br>06/04/13 06/04/18               | 3133ECQW7 | 25        | 1         | 1.2500             | 10,000,000.00      | 9,984,380.00                 | 40,625.00                     |                                    |
|  |  |           | 26        | 000       | 1.2707             | 9,993,006.57       | 99.84380000000               | IDC                           | -8,626.57                          |
| 17204  | FFCB COUPON NOTES<br>12/02/14 12/02/19               | 3133EEEB2 | 25        | 1         | 1.9300             | 10,000,000.00      | 10,069,970.00                | 63,797.22                     | 69,970.00                          |
|  |  |           | 25        | 000       | 1.9300             | 10,000,000.00      | 100.69970000000              | IDC                           |                                    |
| SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES       |  |           |           | 27.41%(M) | .8657              | 156,140,000.00     | 155,901,461.38               | 380,272.76                    | 89,473.37                          |
|  |  |           |           |           | .8788              | 156,090,572.34     | 99.84722800000               |                               | -278,584.33                        |
| 17188  | FHLMC MEDIUM TERM NOTES<br>01/09/14 08/28/15         | 3134G3ZA1 | 25        | 1         | .5000              | 5,040,000.00       | 5,046,849.36                 | -10,290.00                    | 2,633.01                           |
|  |  |           | 25        | 000       | .3301              | 5,044,216.35       | 100.13590000000              | IDC                           |                                    |
| 17189  | FHLMC MEDIUM TERM NOTES<br>01/07/14 08/28/15         | 3134G3ZA1 | 25        | 1         | .5000              | 2,870,000.00       | 2,873,900.33                 | -5,859.59                     | 1,222.30                           |
|  |  |           | 25        | 000       | .3105              | 2,872,678.03       | 100.13590000000              | IDC                           |                                    |
| 17194  | FHLMC MEDIUM TERM NOTES<br>03/10/14 09/29/17         | 3137EADL0 | 25        | 1         | 1.0000             | 7,500,000.00       | 7,523,272.50                 | 416.67                        | 37,151.37                          |
|  |  |           | 25        | 000       | 1.0756             | 7,486,121.13       | 100.31030000000              | IDC                           |                                    |
| SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES |  |           |           | 2.72%(M)  | .7430              | 15,410,000.00      | 15,444,022.19                | -15,732.92                    | 41,006.68                          |
|  |  |           |           |           | .6888              | 15,403,015.51      | 100.22078000000              |                               |                                    |
| 17155  | FHLMC COUPON NOTES<br>10/18/12 11/01/16              | 3134G3S50 | 25        | 1         | .6250              | 10,000,000.00      | 10,011,770.00                | 26,041.67                     | 13,403.22                          |
|  |  |           | 25        | 000       | .6333              | 9,998,366.78       | 100.11770000000              | IDC                           |                                    |
| 17164  | FHLMC COUPON NOTES<br>01/22/13 01/22/18              | 3134G33Y4 | 25        | 1         | .9500              | 10,000,000.00      | 9,985,900.00                 | 18,208.33                     |                                    |
|  |  |           | 25        | 000       | .9808              | 9,991,004.93       | 99.85900000000               | IDC                           | -5,104.93                          |
| 17171  | FHLMC COUPON NOTES<br>04/02/13 04/02/18              | 3134G37A2 | 25        | 1         | 1.1250             | 10,000,000.00      | 9,985,860.00                 | 55,937.50                     |                                    |
|  |  |           | 25        | 000       | 1.1250             | 10,000,000.00      | 99.85860000000               | IDC                           | -14,140.00                         |
| 17172  | FHLMC COUPON NOTES<br>04/30/13 04/30/18              | 3134G43F3 | 25        | 1         | 1.0200             | 10,000,000.00      | 9,943,600.00                 | 42,783.33                     |                                    |
|  |  |           | 25        | 000       | 1.0231             | 9,998,950.99       | 99.43600000000               | IDC                           | -55,350.99                         |
| SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES      |  |           |           | 7.02%(M)  | .9300              | 40,000,000.00      | 39,927,130.00                | 142,970.83                    | 13,403.22                          |
|  |  |           |           |           | .9405              | 39,988,322.70      | 99.81782500000               |                               | -74,595.92                         |
| 16667  | RDA1999 Bond Proceeds Investmen<br>10/04/04 04/15/15 |           | 20        | 400       | .0099              | 13,166,564.54      | 13,166,564.54*               | -28,000.95                    | 0.00                               |
|  |  |           | 3         | 000       | .0099              | 13,166,564.54      | 100.00000000000              | BOOK                          |                                    |

\* MARKET - BOOK LESS DISCOUNT INTEREST

FINANCE DEPARTMENT  
 CITY OF SANTA CLARA  
 INVESTMENT INVENTORY WITH MARKET VALUE

RPTMKT)

INVESTMENTS OUTSTANDING AS OF 03/31/15  
 MAJOR SORT KEY IS ICC#

| INVEST NUMBER       | DESCRIPTION<br>PURCHASE MATURITY DATE                | CUSIP    | BANK BROK | FUND SAFE | CPN YTM | RATE TR | PAR/SHARES BOOK | MARKET VALUE<br>MARKET PRICE | CURR ACCR INT<br>PRICE SOURCE | UNREALIZED GAIN<br>UNREALIZED LOSS |
|---------------------|--|----------|-----------|-----------|---------|---------|-----------------|------------------------------|-------------------------------|------------------------------------|
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| SUBTOTAL (Inv Type) | 65 Govt Mutual Fund - Fide                           | 2.31%(M) |           |           | .0099   |         | 13,166,564.54   | 13,166,564.54                | -28,000.95                    | .00                                |
|                     |  |          |           |           | .0099   |         | 13,166,564.54   | 100.0000000000               |                               |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| 16059               | STATE OF CA DEMAND DEP<br>09/30/97 04/15/15          |          | 96        | 1         | .2403   |         | 49,717,512.86   | 49,717,512.86                | 121,596.56                    | 0.00                               |
|                     |  |          | 96        | 000       | .2403   |         | 49,717,512.86   | 100.0000000000               | USERPR                        |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| SUBTOTAL (Inv Type) | 99 LOCAL AGENCY INVESTMENT                           | 8.74%(M) |           |           | .2403   |         | 49,717,512.86   | 49,717,512.86                | 121,596.56                    | .00                                |
|                     |  |          |           |           | .2403   |         | 49,717,512.86   | 100.0000000000               |                               |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| 17046               | MUTUAL FUNDS-FIDELITY<br>11/01/08 04/15/15           |          | 25        | 1         | .0099   |         | 40,229,989.02   | 40,229,989.02*               | 15,290.65                     | 0.00                               |
|                     |  |          | 101       | 000       | .0099   |         | 40,229,989.02   | 100.0000000000               | BOOK                          |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| SUBTOTAL (Inv Type) | 305 MUTUAL FUNDS-FIDELITY                            | 7.07%(M) |           |           | .0099   |         | 40,229,989.02   | 40,229,989.02                | 15,290.65                     | .00                                |
|                     |  |          |           |           | .0099   |         | 40,229,989.02   | 100.0000000000               |                               |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| 16064               | DREYFUS TREASURY CASH MANAGEMEN<br>10/31/97 04/15/15 |          | 20        | 800       | .0099   |         | 3,510,529.67    | 3,510,529.67                 | 1,281.49                      | 0.00                               |
|                     |  |          | 102       | 000       | .0099   |         | 3,510,529.67    | 100.0000000000               | USERPR                        |                                    |
| 17201               | MUTUAL FUNDS-DREYFUS<br>06/16/14 04/15/15            |          | 5         | 51        | .0099   |         | 24,436,935.88   | 24,436,935.88*               | 215.28                        | 0.00                               |
|                     |  |          | 102       | 000       | .0099   |         | 24,436,935.88   | 100.0000000000               | BOOK                          |                                    |
| -----               |  |          |           |           |         |         |                 |                              |                               |                                    |
| SUBTOTAL (Inv Type) | 315 MUTUAL FUNDS-DREYFUS                             | 4.91%(M) |           |           | .0099   |         | 27,947,465.55   | 27,947,465.55                | 1,496.77                      | .00                                |
|                     |  |          |           |           | .0099   |         | 27,947,465.55   | 100.0000000000               |                               |                                    |
| =====               |  |          |           |           |         |         |                 |                              |                               |                                    |
| GRAND TOTAL         |  |          |           |           | .6742   |         | 568,986,531.97  | 568,805,698.56               | 1,070,992.49                  | 505,419.01                         |
|                     |  |          |           |           | .6804   |         | 568,747,113.69  | 99.96821800000               |                               | -446,834.14                        |
| =====               |  |          |           |           |         |         |                 |                              |                               |                                    |

\* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # CoA2

City of Santa Clara, California



**Date:** May 1, 2015

**To:** City Manager for Council Action

**From:** Director of Finance/Assistant City Manager

**Subject:** Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2014-15 Third Quarter as Submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau

## EXECUTIVE SUMMARY:

Submitted for City Council review and acceptance in a combined format is the SCCC-CVB Activity Report for Fiscal Year 2014-15 Third Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau. Submission of the report is required under the management agreement for the operation of the Santa Clara Convention Center and the agreement for convention and visitor services.

As mentioned in the attached report, the Third Quarter Financial Results (Results) of the Santa Clara Convention Center (SCCC) show year-to-date net income of \$111,161. The Results show revenues at \$4,635,999, or \$238,542 less than budget. Revenues were favorable in the Telecommunications, and Space Rental categories, but below budget in the Catering, Audio-Visual and Event Revenue categories. The Results also show year-to-date expenses at \$4,524,838, or \$211,751 less than the budget. Of the \$211,751 expense variance, \$262,692 was attributable to labor related expenses being below budget and \$50,941 was attributable to operating expenses being above budget. The above revenue and expense variances combined for a year-to-date SCCC negative budget variance of \$26,791 as of March 31, 2015.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The SCCC-CVB Activity Report for Fiscal Year 2014-15 Third Quarter provides current information on the business activities of the Santa Clara Convention Center and Convention-Visitor's Bureau.

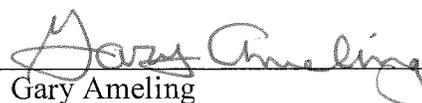
## ECONOMIC/FISCAL IMPACT:

Acceptance of this report will have no fiscal impact to the City other than administrative staff time and expense.

## RECOMMENDATION:

That the Council accept the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2014-15 Third Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau.

APPROVED:

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

## *Documents Related to this Report:*

- 1) SCCC-CVB Activity Report for Fiscal Year 2014-15 Third Quarter



**CHAMBER OF COMMERCE & CONVENTION – VISITORS BUREAU**

April 30, 2015

The Honorable Mayor and City Council  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Dear Mayor and Council:

The following is the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2014-15, Third Quarter, year-to-date encompassing the months of January, February and March.

| <b>SANTA CLARA CONVENTION CENTER</b>          |              |              |                  |   |
|---|--------------|--------------|------------------|---|
| <b>Activity Summary for the Third Quarter</b> |              |              |                  |   |
| <b>TYPE</b>                                   | <b>14/15</b> | <b>13/14</b> | <b>ATTENDEES</b> | <b>EVENTS HELD</b>  |
| Conventions                                   | 20           | 13           | 26,750           | Hollywood Connect, California Kindergarten Assn., Northern CA Volleyball (2 events) LA Dance, National Nameless Luminaries, Proof Point, EquipoVision, XRX Stitches, O'Scale, California Assn. of DECA. ONF/Open Networking, U.S. Department of Commerce, Synopsys, Usenix, IEEE EMC Symposium, Monsters of Hip Hop, Arrow Electronics, Spirit of the Flame and Freescale Semiconductor |
| Trade Shows                                   | 2            | 8            | 7,700            | DesignCon and RTC Group,  |
| Public Shows                                  | 12           | 12           | 17,000           | Wedding Fair, World Fitness, VietET, Federation of Indo-American Assn., NUVO, Travel Show, Premiere Productions, Santa Clara Quilt Assn., Center of Persian Language Preservation, GT Sports and Marketing, Friends of Children and San Jose Art & Cultural Society   |
| Meetings                                      | 69           | 66           | 34,650           |   |
| Banquets                                      | 9            | 10           | 5,750            |   |
| <b>Totals</b>                                 | <b>112</b>   | <b>109</b>   | <b>91,850</b>    |   |

| <b>SANTA CLARA CONVENTION CENTER</b>                       |                |                |                            |
|--|----------------|----------------|----------------------------|
| <b>Revenue Summary for the Third Quarter, Year-to-Date</b> |                |                |                            |
| <b>14/15</b>   | <b>13/14</b>   | <b>Budget</b>  | <b>Over (Under) Budget</b> |
| \$4,635,999.20   | \$5,099,499.07 | \$4,874,541.11 | (\$238,541.91)             |

Year-to-date catering revenue is below budget by \$529,290.76. Audio-visual revenues are below budget by \$17,167.74. Telecommunications is above budget by \$21,988.54, and Space Rental is above budget by \$350,981.58. Event Revenue is below budget by \$25,181.89.

| <b>SANTA CLARA CONVENTION CENTER</b>                        |                |                |                            |
|---|----------------|----------------|----------------------------|
| <b>Expenses Summary for the Third Quarter, Year-to-Date</b> |                |                |                            |
| <b>Labor Expenses</b>                                       |                |                |                            |
| <b>14/15</b>  | <b>13/14</b>   | <b>Budget</b>  | <b>Over (Under) Budget</b> |
| \$3,485,713.04  | \$3,451,862.81 | \$3,748,405.47 | (\$262,692.43)             |
| <b>Operating Expenses</b>                                   |                |                |                            |
| <b>14/15</b>  | <b>13/14</b>   | <b>Budget</b>  | <b>Over (Under) Budget</b> |
| \$1,039,125.41  | \$1,117,062.98 | \$988,183.92   | \$50,941.49                |
| <b>Total Labor and Operating Expenses</b>                   |                |                |                            |
| <b>14/15</b>  | <b>13/14</b>   | <b>Budget</b>  | <b>Over (Under) Budget</b> |
| \$4,524,838.45  | \$4,568,925.79 | \$4,736,589.39 | (\$211,750.94)             |
| <b>Net Income (Loss)</b>                                    |                |                |                            |
| <b>14/15</b>  | <b>13/14</b>   | <b>Budget</b>  | <b>Over (Under) Budget</b> |
| \$111,160.75  | \$530,573.28   | \$137,951.72   | (\$26,790.97)              |

Third Quarter, Year-to-Date revenues of \$4,635,999.20 and expenses of \$4,524,838.45 have produced a net profit of \$111,160.75 or \$26,790.97 less than the budgeted profit of \$137,951.72.

**Projects:** Completed carpet project in the Grand Ballrooms. All Center elevators were inspected. Spot Focus video infrastructure was installed throughout the building. Completed air wall repair project in Grand Ballrooms.

#### Fiscal Year 2014-15 Fourth Quarter Projections

| <b>TYPE</b>  | <b>NUMBER</b> | <b>ATTENDEES</b> | <b>EVENTS SCHEDULED</b>  |
|--------------|---------------|------------------|--|
| Conventions  | 16            | 23,000           | Society of Vacuum Coaters, Future Business Leaders, ChefCon, Professional Association for SQL Server, Trinity Motivation, Tie-Con, Technology Services Industry Assn., Uptime Institute, Catholic Charismatic, Cloud Foundry Foundation, California Assisted Living Assn., PCI-SIG Devcon, Open Networking, Executive Council of Homeowners, Jehovah's Witnesses and Flextronics |
| Trade Shows  | 10            | 8,800            | Percona, Conference Concepts, Job Shops, Augmented Reality, Pitco Foods, LeMans Super Showcase, Bluetooth World, Nu Skin, Craft Beverage Expo and Promarcom, Inc.  |
| Public Shows | 18            | 15,300           | Break the Floor, Miss Vietnam USA, South India Fine Arts (4 events), Portsmouth, Akbayan Pilipino American Organization, Multiple Financial Advising Services, Achieve Dance Arts Academy, H&E Entertainment, HIN Events, Mission College, Dance Academy USA Dance Masters, Liberty Dance, Veksler Academy and World Fitness   |
| Meetings     | 64            | 30,080           |  |
| Banquets     | 7             | 3,020            |  |
| <b>Total</b> | <b>115</b>    | <b>80,200</b>    |  |



## CONVENTION AND VISITOR'S BUREAU

**Convention Sales/Marketing Department:** In the Third Quarter, convention sales and marketing staff exhibited and/or attended: Diversity Marketplace, NCCMPI Tradeshow in San Francisco, MSI SSN Table Top Tradeshow in Sacramento, and made approximately 321 sales calls. The CVB conducted 21 site inspections of the City for future convention business.

|                         | 3rd Qtr<br>14-15 | 3rd Qtr<br>13-14 | %<br>Difference |                         | 3rd Qtr<br>14-15 | 3rd Qtr<br>13-14 | % Difference |
|-------------------------|------------------|------------------|-----------------|-------------------------|------------------|------------------|--------------|
| <b>Leads</b>            | 109              | 108              | 1%              | <b>Bookings</b>         | 41               | 31               | 32%          |
| <b>Attendees</b>        | 138,717          | 88,340           | 57%             | <b>Attendees</b>        | 70,060           | 38,940           | 80%          |
| <b>Room<br/>Nights*</b> | 55,544           | 60,770           | -9%             | <b>Room<br/>Nights*</b> | 20,421           | 17,450           | 17%          |

(The information presented above is for the quarter only)

\*Hotel room nights represent only those hotel rooms that are "blocked" and no projections are made of room nights that come in after the block is cut off by hotels or for those delegates or exhibitors who utilize hotels not included in the blocks.

**Convention Services Department:** The Convention Services Department contacted and serviced 42 groups representing 57,600 delegates compared to 20 groups representing 37,025 delegates for the third quarter of last year.

### **Visitor Marketing and Communications Department:**

For the quarter, the department worked with the NHL to support the Stadium Series Outdoor hockey game and also with WWE to support WrestleMania 31. In addition, the department attended numerous City of Santa Clara Super Bowl 50 event planning meetings and also participated in several Super Bowl Host Committee meetings.

The department worked with UTrip.com to develop and implement an online itinerary builder that will support out of town visitors to Santa Clara during the Super Bowl and year-round. Staff was also interviewed for and contributed to the Super Bowl Host Committee's "50 Perfect Hours in Santa Clara" which is featured on the Host Committee website. Additionally, managed a quarterly Santa Clara Sports Group (SCSG) meeting, met with Levi's Stadium reps. regarding stadium tours, and began planning for Pacific Rim operator presentation and National Tourism Week Luncheon events.

Department managed website(s) and social media channels, wrote advertorial copy for convention trade publications including Association News and Destination California, produced bi-monthly Chamber newsletter and also new monthly CVB e News.

This concludes our Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2014-15, Third Quarter, year-to-date. Thank you for your continued support of our activities.

Sincerely,

  
Roy Truitt  
Interim President



Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # CA.3

City of Santa Clara, California



**Date:** April 21, 2015  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval for Use of City Electric Forces

### EXECUTIVE SUMMARY:

It is requested that the City Council find that City Forces, supplemented by Public Works and Contract Labor, if necessary, can best perform the installation of the following electric facilities and approve the use of City Forces, therefore:

Estimate No: 33196  
 Title/Location: Creekside Condominiums Development, 2585 El Camino Real  
 Type of Job: New Business  
 Description of Work: Install 500 kVA 120/208V padmount transformer, 820' ± of 1/0 al triplex primary conductor and connect customer services. Remove 725' ± of 3-1/0 primary conductor.

|                 |             |                                  |     |             |
|-----------------|-------------|----------------------------------|-----|-------------|
| Estimated Cost: | \$50,233.42 | Customer/Developer Contribution: | \$  | 71,749.00   |
|                 |             | Salvaged Plant                   | \$  | 1,774.68    |
|                 |             | Customer Service Charge          | <\$ | 23,290.26 > |

Estimate No: 33659  
 Title/Location: 204P Overhead Circuit Improvements, Lafayette Street Near Tasman Drive  
 Type of Job: Reliability  
 Description of Work: Install one new wood pole, 1 new primary downguy and anchor. Install overhead wire spreader brackets in various locations.

|                 |            |                                  |    |          |
|-----------------|------------|----------------------------------|----|----------|
| Estimated Cost: | \$5,761.23 | Customer/Developer Contribution: | \$ | 46.27    |
|                 |            | Salvaged Plant                   | \$ | .00      |
|                 |            | Customer Service Charge          | \$ | 5,714.96 |

Memorandum to City Manager for Council Action  
Use if City Electric Forces  
April 28, 2015

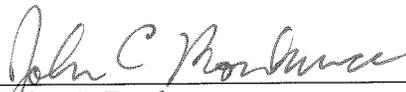
Estimate No: 33670  
Title/Location: ARIA Service Load Increase, 3250 Scott Boulevard  
Type of Job: Load Increase  
Description of Work: Replace existing padmounted oil switch with new vacuum switch; pull in 310' of 1100 AL tri 15kV cable. Install 12kV metering at customer's switchgear.

|                 |             |                                  |    |           |
|-----------------|-------------|----------------------------------|----|-----------|
| Estimated Cost: | \$93,866.39 | Customer/Developer Contribution: | \$ | 45,773.21 |
|                 |             | Salvaged Plant                   | \$ | 16,510.80 |
|                 |             | Customer Service Charge          | \$ | 31,582.38 |

**RECOMMENDATION:**

That Council approve the use of City Electric forces for the installation of facilities at 2585 El Camino Real, Lafayette Street near Tasman Drive and 3250 Scott Boulevard.

APPROVED

  
\_\_\_\_\_  
John C. Roukema  
Director of Electric Utility

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

*Documents related to this report: None*

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6.A.4

City of Santa Clara, California



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Acknowledgement and Acceptance of Donations Given in Support of the 28<sup>th</sup> Annual Arbor Day/Earth Day Celebration

## **EXECUTIVE SUMMARY:**

The 2015 Arbor Day/Earth Day celebration was held on Friday, April 24<sup>th</sup>. The event was held at the Central Park Pavilion area. Students from Briarwood, C.W. Haman, Don Callejon, Pomeroy, Scott Lane, Sierra and St. Clare elementary schools attended the celebration. There were approximately 1,600 attendees. The City was presented with a "Tree City USA" plaque and flag from the United States Department of Forestry for its tree preservation and maintenance program as well as a "Growth Award". The Tree City USA Growth Award is awarded by the Arbor Day Foundation to recognize higher levels of tree care by participating Tree City USA communities. School children were entertained by the musical group ZunZun, which was funded by a grant from the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). The program included information on the importance of trees in our environment as well as pollution prevention and water conservation. There were more than 30 environmentally focused exhibitors with educational booths on display.

The City received donations from 27 businesses in the form of gift cards and cash. The gift cards were used as raffle prizes for the students in attendance. The cash donations were used to fund lunches for the school children. The local businesses that provided donations are listed in the attachment.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The Arbor Day/Earth Day Celebration is an excellent educational outreach opportunity for the City of Santa Clara. It allows the City to interact with local schools and the community to emphasize the importance of environmental issues. The annual event is also an integral component for maintaining the status as a "Tree City USA".

## **ECONOMIC/FISCAL IMPACT:**

There is no fiscal impact associated with the acceptance of donations. All donations received were used as raffle prizes and to pay for food provided at the Arbor Day/Earth Day Celebration.

City Manager for Council Action

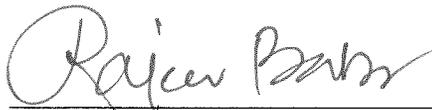
Subject: Acknowledgement and Acceptance of Donations Given in Support of the 28<sup>th</sup> Annual Arbor Day/Earth Day Celebration

April 30, 2015

Page 2

**RECOMMENDATION:**

That the Council authorize the City Manager to acknowledge and accept the donations given in support of the 28<sup>th</sup> Annual Arbor Day/Earth Day celebration.



---

Rajeev Batra  
Director of Public Works

APPROVED:



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Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) List of Donors for Arbor Day/Earth Day 2015***

I:\Arbor Day\ARBOR DAY 2015\Arbor Day Agenda Items\Agenda Report for City Action - Acknowledgement and Acceptance of Donations.dot

## LIST OF DONORS FOR ARBOR DAY/EARTH DAY 2015

### RAFFLE PRIZES

#### Business

A Slice of New York  
Airborne Gymnastics  
Ben & Jerry's Ice Cream  
Breathe California  
California Academy of Sciences  
Children's Discovery Museum  
Children's Musical Theater  
Chipotle  
Gilroy Gardens  
Kaiser Permanente  
Mondo Burrito  
Oakland A's  
Petroglyph Ceramic Lounge  
Pizza Chicago  
Renee's Garden Seeds  
San Jose Giants  
San Jose Earthquakes  
San Jose Sharks Ice  
Silicon Valley Audubon Society  
Silver Creek Sports Complex  
Target  
The Jungle Island  
Whole Foods Market (Cupertino)  
Winchester Mystery House

#### Donation

5 \$20 Gift Cards  
One Month Free Class  
24 Ice Cream Pint Certificates  
Reusable Bag/Green Carpet Cleaner  
4 Admission Tickets  
Family 4-pack tickets  
2 admission tickets  
5 free kids meals  
2 admission tickets  
Cooler and health related items  
2 \$10 Gift Certificates  
2 Outfield Vouchers  
\$25 Gift Card  
2 \$10 dining coupons  
Box of assorted seed packets  
10 Game tickets and Family Pass  
2 Admission tickets  
2 Free skating passes  
2 Bird houses and bird books  
2 Youth Program Certificates  
\$50 Gift Card  
4 passes  
1 case of bananas  
2 Tour Tickets

### CASH DONATIONS

#### Business

Air Products  
Owens Corning  
San Jose Kenpo Academy

#### Donation

\$500.00  
\$500.00  
\$100.00



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works / City Engineer

**Subject:** Resolution ordering the vacation of two 1-foot wide public utility easements at 2367 Arlene Drive (APN 290-33-070; SC 18,743) to Triad Investment Inc.

**EXECUTIVE SUMMARY:**

As a result of the merger of lots that created the above referenced property, the two 1-foot wide public utility easements encumbering the property have been determined to be excess, and are no longer necessary. As requested by property owner, it is now appropriate to vacate said easements. All agencies having an interest in the subject easements, have agreed to the vacation.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The vacation will remove unnecessary encumbrances from the property's title.

**ECONOMIC/FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the Council:

1. Adopt the Resolution ordering the vacation of two 1-foot wide public utility easements at 2367 Arlene drive (APN 290-33-070; SC 18,743) to Triad Investment Inc.; and
2. Authorize the recordation thereof.

Rajeev Batra  
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

**Resolution**

**RECORD WITHOUT FEE PURSUANT  
TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, ORDERING THE VACATION OF  
TWO ONE-FOOT WIDE PUBLIC UTILITY  
EASEMENTS AT 2367 ARLENE DRIVE [APN 290-33-  
070 (2014-15)]**

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

**WHEREAS**, the City of Santa Clara currently possesses two (2) one-foot wide Public Utility Easements described in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Public Utility Easements were dedicated by that certain Tract No. 983 filed for record in Book 40 of Maps, at Page 9, Santa Clara County Records, against APN 290-33-070, located at 2367 Arlene Drive; and,

**WHEREAS**, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

- (a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

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

1. That Public Utility Easements described in Exhibit A and shown on Exhibit B have been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easements.
2. That Public Utility Easements described in Exhibit A and shown on Exhibit B in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.
3. That the vacation hereby releases all easement rights and interest of the City referred in Exhibit A and shown on Exhibit B to TRIAD INVESTMENT INC.
4. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.
5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibits A and B

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**EXHIBIT "A"**

**Legal Description**

**RESOLUTION ORDERING THE VACATION OF PUBLIC  
UTILITY EASEMENT**

**2367 Arlene Drive  
Santa Clara, California  
[APN 290-33-070 (2014-15)]**

All of the 1-foot wide Public Utility Easements within Lots 276 and 277 as shown on that certain Tract No. 983 filed for recorded on August 12, 1952 in Book 40 of Maps, at Page 9, Santa Clara County Records.

A plat showing the above described easements being vacated is attached hereto and made a part hereof as EXHIBIT "B" (Tracing No. 12,069-A).

This description was prepared by me or under my direction in conformance with the Land Surveyor's Act.

*James L. Parissenti*

James L. Parissenti, L.S. 7531  
License expires: 12-31-2015

Date: April 24, 2015



LEGEND:  
 --- LOT LINE PER TRACT NO. 983  
 - - - EXISTING LOT LINE



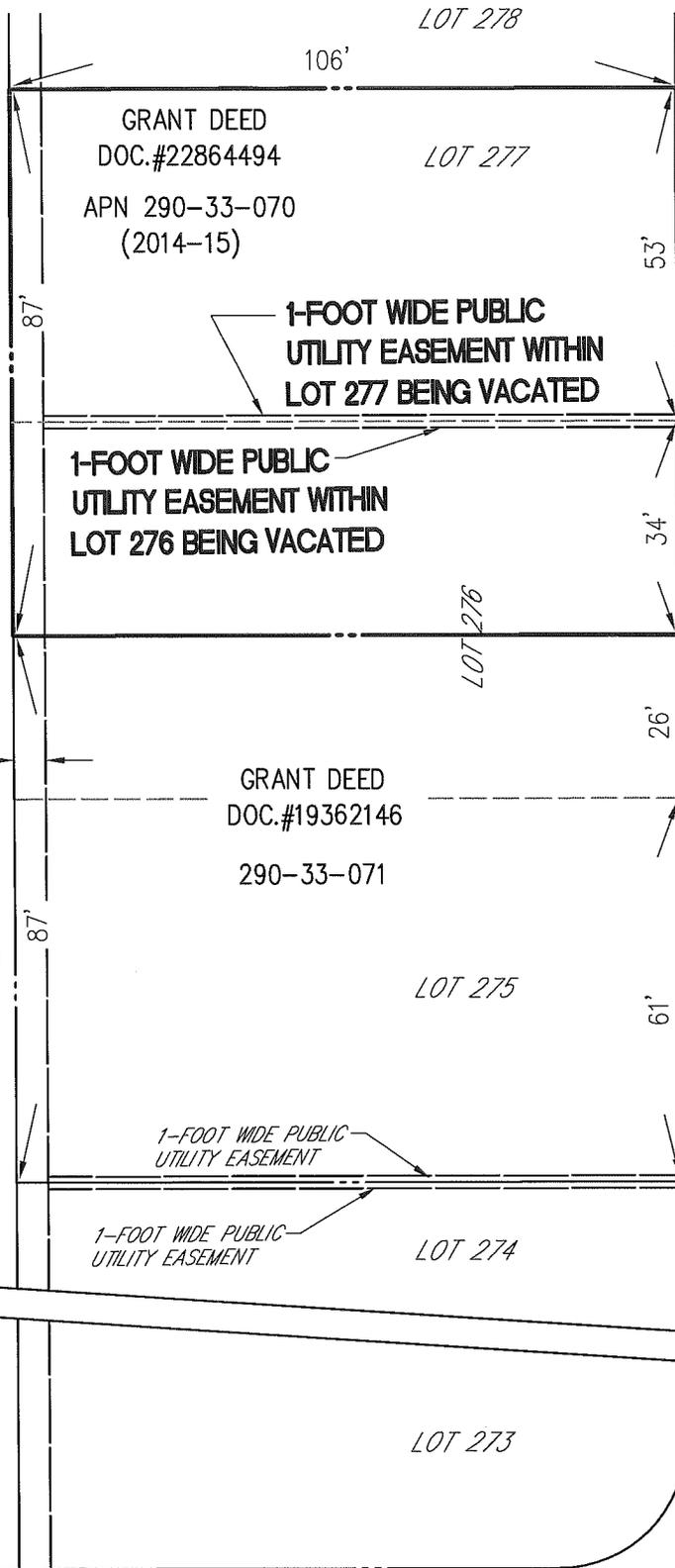
TRACT NO. 983  
 40 M 9

5-FOOT WIDE PUBLIC  
 UTILITY EASEMENT  
 TO REMAIN



DATE: April 24, 2015

**EXHIBIT B**



MARYANN DRIVE

ARLENE DRIVE

|   |                  |            |
|---|------------------|------------|
| K:\... \AUTOCAD\LPD\HUNG\SC18743 EAS VACATION.DWG |                  |            |
| Revised   |                  |            |
| Drawn By  | HL               | 04-13-2015 |
| Checked By  | <i>R. Santos</i> | 4-17-15    |
| Approved By                                       | <i>Jim P.</i>    | 4-24-15    |
| RAJEEV BATRA                                      |                  |            |
| DIRECTOR OF PUBLIC WORKS/CITY ENGINEER            |                  |            |

**CITY OF SANTA CLARA**

**RESOLUTION  
 (EASEMENT VACATION)**

2367 ARLENE DRIVE

Scale 1" = 30'  
 Ref. SC 18,743  
 Tracing No. 12,069-A

12,069-A

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6A-6

City of Santa Clara, California



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works / City Engineer

**Subject:** Resolution ordering the vacation of Underground Electric, Sanitary Sewer and Storm Drain Easements at 2211-2231 Lawson Lane [APN 224-44-016 and 018 (Year: 2010-11)]

## EXECUTIVE SUMMARY:

The above-referenced property is encumbered with multiple Easements (Underground Electric, Sanitary Sewer and Storm Drain) that are no longer required due to redevelopment of the property. New easements for new utility facilities have been dedicated, and all public improvements have been completed by owner and accepted by City. All City Departments having an interest in the subject easements, have agreed to the vacation. It is now appropriate that the City vacate the subject Easements.

A Resolution ordering the vacation of Underground Electric, Sanitary Sewer and Storm Drain Easements has been prepared and approved for form by the City Attorney.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The vacation will remove unnecessary encumbrances from the property's title.

## ECONOMIC/FISCAL IMPACT:

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

## RECOMMENDATION:

That the Council:

1. Adopt the Resolution ordering the vacation of Underground Electric, Sanitary Sewer, and Storm Drain Easements at 2211-2231 Lawson Lane [APN 224-44-016 and 018 (Year: 2010-11); SC 18,304] to SI55, LLC, a California limited liability company; and
2. Authorize the recordation thereof.

Rajeev Batra  
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes  
City Manager

**Documents Related to this Report:**

- 1) Resolution

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, ORDERING THE VACATION OF  
UNDERGROUND ELECTRIC, SANITARY SEWER AND  
STORM DRAIN EASEMENTS LOCATED AT 2211-2231  
LAWSON LANE [APN 224-44-016 AND 018 (YEAR: 2010-  
11)]**

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

**WHEREAS,** the City of Santa Clara currently possesses the easements described in Exhibits A and B, which Exhibits are incorporated herein by reference, and which were recorded in Book 435 of Maps, at Pages 17 & 18, Book E847 of Official Records, at Pages 183 & 184, Book F429 of Official Records, at Page 579, Santa Clara County Records, against of APN 224-44-016 and 018 (Year: 2010-11), commonly known as 2211-2231 Lawson Lane, Santa Clara, California; and,

**WHEREAS,** pursuant to Section 8333 of the California Streets and Highways Code, the City Council “may summarily vacate a public service easement” in any of the following cases:

- (a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- (b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

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

1. That the portion of public service easements described in Exhibits A and B have been superseded by relocation, and determined to be excess by the holder, and there are no other public facilities located within the easements.

2. That the following portion of public service easements described in Exhibits A and B in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.

3. The vacation hereby releases all easement rights of the City referred to in Exhibits A and B to SI55, LLC, a California limited liability company.

4. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Exhibits A and B

I:\ENGINEERING\Draft\WP\Agenda\Resolutions\SC18304 res vac various esmts 04242015.doc

EXHIBIT "A"  
LEGAL DESCRIPTION  
Underground Electric Easements  
To be Vacated

Portions of Parcel A and B as shown on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records and lying in the City of Santa Clara, County of Santa Clara, State of California being more particularly described as follows:

Easement 1:

All that certain Underground Electric Easement granted to the City of Santa Clara on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records.

Excepting therefrom that portion previously Quit Claimed by that certain document recorded February 27, 1980 in Book F162 of Official Records at page 421, Santa Clara County Records.

Easement 2:

All that certain 3.0 foot by 14.0 foot (3'x14') Underground Electric Easement granted to the City of Santa Clara by that certain Document recorded September 5, 1979 in Book E847 of Official Records at pages 183 and 184, Santa Clara County Records.

Easement 3:

All that certain Underground Electric Easement granted to the City of Santa Clara by that certain Document recorded July 9, 1980 in Book F 429 of Official Records at Page 579, Santa Clara County Records.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright Civil Engineers & Surveyors, Inc.

Date 8-15-11

J.R. Vigil  
Jimmy R. Vigil, L.S. 6256



**EXHIBIT "A"**  
**Legal Description**  
**Sanitary Sewer Easement**  
**to be Vacated**

A portion of Parcel A as shown on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records and lying in the City of Santa Clara, County of Santa Clara, State of California more particularly described as follows:

**Easement 4:**

All that certain fifteen (15.0) foot Sanitary Sewer Easement dedicated to the City of Santa Clara on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records.

As shown on Exhibit "B" attached hereto and made a part hereof.

Legal Description prepared by KIER & WRIGHT Civil Engineers & Surveyors, Inc.

8-15-11  
Date

Jimmy R. Vigil  
Jimmy R. Vigil, L.S. 6256



**EXHIBIT "A"**  
**Legal Description**  
**Storm Drain Easement &**  
**Sanitary Sewer Easement**  
**to be Vacated**

A portion of Parcel B as shown on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records and lying in the City of Santa Clara, County of Santa Clara, State of California more particularly described as follows:

**Easement 5:**

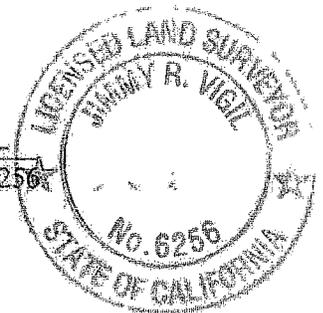
All that certain twenty (20.0) foot Storm Drain Easement and Sanitary Sewer Easement dedicated to the City of Santa Clara on that certain Parcel Map filed for record on February 7, 1979 in Book 435 of Maps at pages 17 and 18, Santa Clara County Records.

As shown on Exhibit "B" attached hereto and made a part hereof.

Legal Description prepared by KIER & WRIGHT Civil Engineers and Surveyors, Inc.

8-15-11  
Date

Jimmy R. Vigil  
Jimmy R. Vigil, L.S. 6256



SC18,304



APN  
224-44-018  
(2010-11)

APN  
224-44-016  
(2010-11)

PARCEL "B"  
(435 M 17&18)

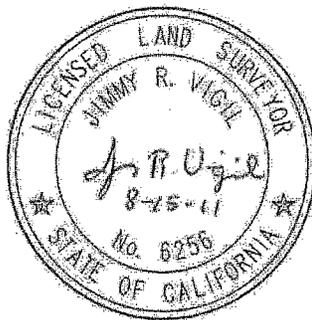
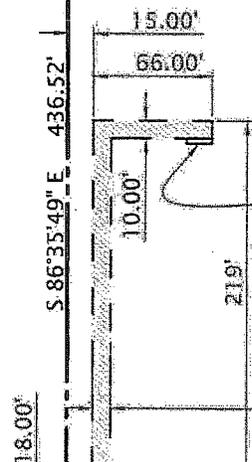
PARCEL "A"  
(435 M 17&18)

CENTRAL EXPRESSWAY

EASEMENT 2  
3' X 14' U.G.E.E.  
(E847 O.R. 184) TO BE VACATED

EASEMENT 1  
U.G.E.E.  
(435 M 17,18)  
TO BE VACATED

LAWSON LANE



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
UNDERGROUND ELECTRIC EASEMENT (U.G.E.E.) TO BE VACATED

SANTA CLARA SC 18,304

CALIFORNIA

DATE AUG., 2011

SCALE 1" = 100'

DR. BY CSS

EXHIBIT "B"



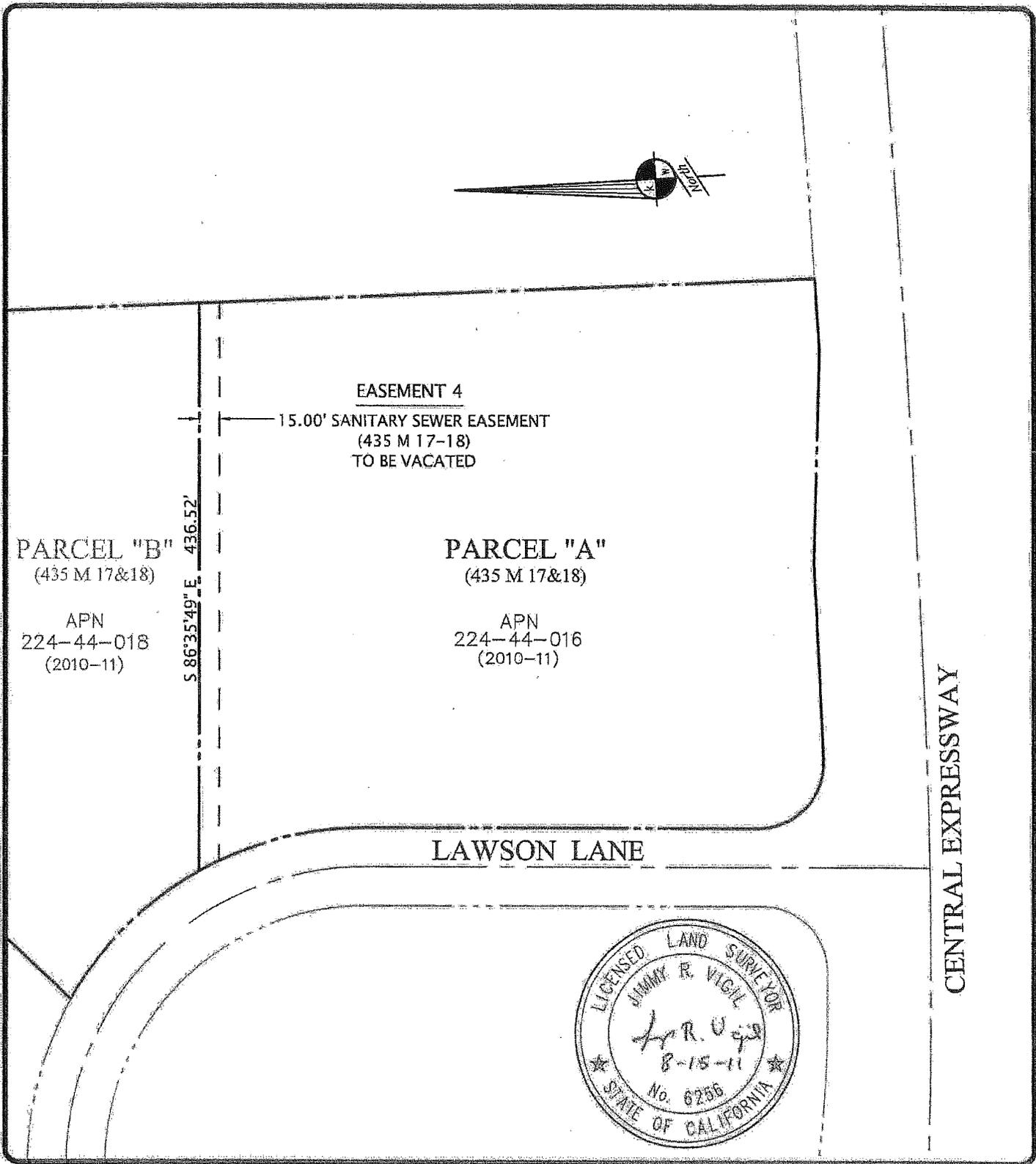
**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
3350 Scott Boulevard, Building 22 (408) 727 6665  
Santa Clara, California 95054 fax (408) 727 5641

JOB A06154

SHEET NO.

1 OF 4





|   |           |           |            |
|---|-----------|-----------|------------|
| <b>PLAT TO ACCOMPANY LEGAL DESCRIPTION</b>  |           | DATE      | AUG., 2011 |
| SANITARY SEWER EASEMENT TO BE VACATED   |           | SCALE     | 1" = 100'  |
| SANTA CLARA   | SC 18,304 | DR. BY    | CSS        |
| <b>EXHIBIT "B"</b>  |           | JOB       | A06154     |
| <b>KIER &amp; WRIGHT</b><br>CIVIL ENGINEERS & SURVEYORS, INC.<br>3350 Scott Boulevard, Building 22 (408) 727 6665<br>Santa Clara, California 95054 fax (408) 727 5641 |           | SHEET NO. | 3 OF 4     |



SCOTT BOULEVARD

N 01°02'11" E (N 01°02'23" E) 518.24' (518.16')

EASEMENT 5  
20.00' SANITARY SEWER  
& STORM DRAIN EASEMENT  
(435 M 17-18)  
TO BE VACATED

PARCEL "B"  
(435 M 17&18)

APN  
224-44-018  
(2010-11)

PARCEL "A"  
(435 M 17&18)

APN  
224-44-016  
(2010-11)

S 86°35'49" E 436.52'

LAWSON  
LANE



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
SANITARY SEWER AND STORM DRAIN EASEMENT TO BE QUIT CLAIMED

SANTA CLARA SC 18,304

CALIFORNIA

DATE AUG., 2011

SCALE 1" = 100'

DR. BY CSS

EXHIBIT "B"



**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
3350 Scott Boulevard, Building 22 (408) 727 6665  
Santa Clara, California 95054 fax (408) 727 5641

JOB A06154

SHEET NO. 4 OF 4

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6A-7



**Date:** May 5, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works / City Engineer

**Subject:** Adoption of a Resolution Authorizing the Filing of an Application for a Transportation Development Act (TDA) Article 3 Grant Allocation for FY 2015-16

## EXECUTIVE SUMMARY:

The Santa Clara Valley Transportation Authority (VTA) is now soliciting project proposals from cities for the annual update of the three year list of projects for the Transportation Development Act (TDA) Article 3 Grant Allocation for FY 2015-16. This list will be submitted to the Metropolitan Transportation Commission (MTC) for their final approval. Staff proposes to apply this current cycle of TDA Article 3 funds for the Tasman Bicycle Lanes Project recently approved by the City Council and the Bike Plan update. MTC requires the Bike Plan to be updated once every 5 years.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

Adoption of a Resolution for this application would secure the City's portion of TDA Article 3 grant funds designated to Santa Clara County cities, providing funds to update the City's Bike Plan and to install bicycle lanes on Tasman Drive within City limits for use by Santa Clara residents and businesses.

## ECONOMIC/FISCAL IMPACT:

The City of Santa Clara's guaranteed share of TDA Article 3 funds is \$373,012 of which \$75,000 will be used to update the City's Bike Plan and \$298,012 will be used for construction of bicycle lanes of Tasman Drive. This guaranteed share is based on the California Department of Finance population projections. Appropriate allocations in Capital Improvement Project accounts will occur at the time the City receives notification from MTC that the City's application for funding is approved. No general fund money is impacted by these projects and no additional operational costs are anticipated.

City Manager for Council Action

Subject: Adoption of a Resolution Authorizing the Filing of an Application for a Transportation Development Act (TDA) Article 3 Grant Allocation for FY 2015-16

Page 2

**RECOMMENDATION:**

That the Council approve and adopt the Resolution authorizing the filing of an application with the Metropolitan Transportation Commission for allocation of a Transportation Development Act (TDA) Article 3 Grant for FY 2015-16, for the Bike Plan update and the installation of bicycle lanes on Tasman Drive.



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Rajeev Batra  
Director of Public Works / City Engineer

APPROVED:



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Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

***1) Resolution***

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, AUTHORIZING THE FILING OF AN  
APPLICATION WITH THE METROPOLITAN  
TRANSPORTATION COMMISSION FOR ALLOCATION OF  
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3,  
PEDESTRIAN/BICYCLE FUNDS**

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

**WHEREAS**, Article 3 of the Transportation Development Act (TDA), Public Utilities Code Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists;

**WHEREAS**, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding;

**WHEREAS**, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

**WHEREAS**, the City of Santa Clara desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

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

1. That the City of Santa Clara declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code;
2. That there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the City of Santa Clara to carry out the project;
3. That the project has been reviewed by the Bicycle and Pedestrian Advisory Committee (BPAC) of the City of Santa Clara;
4. That the City of Santa Clara attests to the accuracy of and approves the statements in Attachment A to this resolution;
5. That a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the Congestion Management Agency, Countywide Transportation Planning Agency, or County Association of Governments, as the case may be, of Santa Clara County for submission to MTC as part of the countywide coordinated TDA Article 3 claim; and
6. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

7. 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 \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Attachment A - Findings
2. Attachment B - TDA Article 3 Project Application Form

I:\ENGINEERING\Draft\WP\Agenda\Resolutions\TDA files\TDA FY15-16 res.doc

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2015-16 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

**Findings**

Page 1 of 1

1. That the City of Santa Clara is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Santa Clara legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Santa Clara has committed adequate staffing resources to complete the project(s) described on Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Santa Clara within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the City of Santa Clara agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. 15-XXXX

Attachment B

Page 1 of 2

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: **2015-16** Applicant: **City of Santa Clara**

Contact person: **Marshall Johnson**

Mailing Address: **1500 Warburton Avenue, Santa Clara, CA 95050**

E-Mail Address: **MJohnson@santaclaraca.gov** Telephone: **(408) 615-3023**

Secondary Contact (in event primary not available): **Dennis Ng**

E-Mail Address: **DNg@santaclaraca.gov** Telephone: **(408) 615-3021**

**Short Title Description of Project: Bicycle Plan**

Amount of claim: **\$75,000**

**Functional Description of Project:**  
Update Bicycle Plan

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

**Project Elements: Planning, development, and production of updated Bicycle Plan**

| Funding Source          | All Prior FYs | Application FY | Next FY | Following FYs | Totals   |
|-------------------------|---------------|----------------|---------|---------------|----------|
| TDA Article 3           |               | \$75,000       |         |               | \$75,000 |
| list all other sources: |               |                |         |               |          |
| 1.                      |               |                |         |               |          |
| 2.                      |               |                |         |               |          |
| 3.                      |               |                |         |               |          |
| <b>Totals</b>           |               | \$75,000       |         |               | \$75,000 |

| Project Eligibility:   | YES?/NO?    |
|--|-------------|
| A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).  | No: 5/19/15 |
| B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.  | No          |
| C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).                      | N/A         |
| D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>3/18/2015</u>  | Yes         |
| E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (Required only for projects that include construction). | N/A         |
| F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <u>JUNE 2016</u>   | Yes         |
| G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)                    | N/A         |

Attachment B

**TDA Article 3 Project Application Form**

Fiscal Year of this Claim: **2015-16** Applicant: **City of Santa Clara**

Contact person: **Marshall Johnson**

Mailing Address: **1500 Warburton Avenue, Santa Clara, CA 95050**

E-Mail Address: **MJohnson@santaclaraca.gov** Telephone: **(408) 615-3023**

Secondary Contact (in event primary not available): **Dennis Ng**

E-Mail Address: **DNg@santaclaraca.gov** Telephone: **(408) 615-3021**

**Short Title Description of Project: Bicycle and Pedestrian Improvement Project at Various Locations**

Amount of claim: **\$298,012**

**Functional Description of Project:**  
Installation of bicycle signage, bicycle roadway markings, bicycle detection loops and pedestrian facilities throughout the City.

**Financial Plan:**

List the project elements for which TDA funding is being requested (e.g., planning, engineering, construction, contingency). Use the table below to show the project budget for the phase being funded or total project. Include prior and proposed future funding of the project. Planning funds may only be used for comprehensive bicycle and pedestrian plans. Project level planning is not an eligible use of TDA Article 3.

**Project Elements:** Engineering, Construction, and Contingencies

| Funding Source          | All Prior FYs | Application FY | Next FY | Following FYs | Totals    |
|-------------------------|---------------|----------------|---------|---------------|-----------|
| TDA Article 3           |               | \$298,012      |         |               | \$298,012 |
| list all other sources: |               |                |         |               |           |
| 1.                      |               |                |         |               |           |
| 2.                      |               |                |         |               |           |
| 3.                      |               |                |         |               |           |
| 4.                      |               |                |         |               |           |
| <b>Totals</b>           |               | \$298,012      |         |               | \$298,012 |

| Project Eligibility:   | YES?/NO?    |
|--|-------------|
| A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated).  | No: 5/19/15 |
| B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.  | No          |
| C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: <a href="http://www.dot.ca.gov">http://www.dot.ca.gov</a> ).                      | Yes         |
| D. Has the project been reviewed by a Bicycle Advisory Committee (BAC)? (If "NO," provide an explanation). Enter date the project was reviewed by the BAC: <u>3/18/2015</u>  | Yes         |
| E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (Required only for projects that include construction). | Yes         |
| F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <u>June 2018</u>   | Yes         |
| G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)                    | Yes         |

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # CoA 8

City of Santa Clara, California



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Water and Sewer Utilities

**Subject:** Adoption of a Resolution Authorizing the Implementation of State Mandated Conservation Standard and Additional Water Use Restrictions

## EXECUTIVE SUMMARY:

On August 5, 2014, the City implemented Plan 2 of the Water Shortage Contingency Plan placing limits on non-essential water use and bringing the City into compliance with emergency water conservation regulations brought forth by the State Water Resources Control Board (SWRCB) on July 15, 2014. On March 24, 2015 the Santa Clara Valley Water District (District), a water wholesaler to the City of Santa Clara, raised its water use reduction target to 30% from 2013 levels. On April 1, 2015, an Executive Order from Governor Brown increased the State's water use reduction target to 25% and directed the SWRCB bring forward new or modify existing regulations to meet the new statewide reduction target. The water conservation regulations include various water use restrictions and end user requirements.

In response to the water use reduction targets and emergency water conservation regulations mentioned above, the City enacted additional water use restrictions and implemented Plan 3 of the Water Shortage Contingency Plan, with a potable water demand reduction target of 30%, on April 21, 2015. These City-wide restrictions will continue to prohibit non-essential water uses outlined in the emergency regulation including: limit the number of days per week that customers irrigate (2 days maximum), no irrigating turf or ornamental landscapes during or 48 hours following measurable precipitation, restaurants and other food service establishments only serve water to customers on request, and hotels and motels must provide guests the option of choosing not to have towels and linens laundered daily

On May 5, 2015 the SWRCB issued additional water conservation regulations, which includes: a new conservation standard for urban water suppliers, prohibition on irrigation with potable water of ornamental turf on public street medians, prohibition of irrigation with potable water outside of newly constructed homes and buildings not in accordance with emergency regulations or other requirements established in the California Building Standards Code is prohibited, and expanded regulatory oversight for urban water suppliers related to compliance with the new conservation standard.

The new conservation standard is a nine-tiered system, which uses an assigned residential - gallons per capita per day (R-GPCD) as the unit of measure, to determine compliance. The City of Santa Clara had a July-Sept 2014 R-GPCD of 88.3 and therefore the City must achieve the conservation standard of 16% reduction over 2013 usage. According to SWRCB, the City has already achieved an 11% water savings, and therefore must achieve an additional 5% to ensure compliance with the State's latest water conservation regulations. Additionally, SWRCB will begin calculating a cumulative water savings for compliance purposes. This calculation consists of adding the conservation savings from one month to the next and compared to the amount of water used during the same months in 2013. This cumulative water conservation savings may fluctuate as a result of varied and seasonal water use patterns. For example, an urban water supplier

City Manager for Council Action

Subject: Adoption of a Resolution Authorizing the Implementation of State Mandated Conservation Standard and Additional Water Use Restrictions

April 28, 2015

Page 2

typically experience higher water demand in the summer months and therefore potential for larger water conservation savings exists during those months.

The enforcement capability of SWRCB has now expanded under the new regulation to include both information and conservation orders. The state can impose a \$500 per day violation for failure for the water supplier to meet their conservation standard or provide information immediately upon request from the State. As prescribed in the previous enacted conservation emergency regulations, the State will continue to retain its authority to fine the City up to \$10,000 per day for an inability to meet irrigation prohibitions.

In response to the May 5, 2015 emergency conservation regulations, and to help the City achieve its conservation standard as defined by SWRCB, staff is recommending the adoption of the attached resolution which specifies the City of Santa Clara, as an urban water supplier, shall meet the water conservation standard as prescribed by the State Water Resources Control Board. In addition, the resolution specifies the following:

- Prohibits irrigation with potable water of ornamental turf on public street medians.
- Prohibits irrigation with potable water outside of newly constructed homes and buildings not in accordance with emergency regulations, or other requirements established in the California Building Standards Code.

Since the City of Santa Clara adopted a resolution on April 21, 2015 for a potable water demand reduction target of 30%, therefore the City has already committed to potentially exceed the state's mandated conservation standard.

#### **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The implementation of this resolution, continued implementation of Plan 3 of the City's water shortage contingency plan and additional required restrictions will help to bring the City of Santa Clara in compliance with the SWRCB emergency regulations, and avoid potential fines of \$500 per day, and up to \$10,000 a day. Beyond regulatory compliance, the implementation of these new requirements will assist the City with reaching its potable water demand reduction target of 30%.

#### **ECONOMIC/FISCAL IMPACT:**

The implementation of these additional restrictions and State mandated conservation standard may continue to reduce water revenues to the Water Utility through reduced water sales. The Water Utility has planned for such a potential decrease in revenues and has sufficient financial reserves to absorb the potential loss of revenue.

City Manager for Council Action

Subject: Adoption of a Resolution Authorizing the Implementation of State Mandated Conservation Standard and Additional Water Use Restrictions

April 28, 2015

Page 3

**RECOMMENDATION:**

That the Council:

Adopt a Resolution Authorizing the Implementation of State Mandated Conservation Standard and Additional Water Use Restrictions.



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Christopher L. de Groot

Director of Water and Sewer Utilities

APPROVED:



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Julio J. Fuentes

City Manager

***Documents Related to this Report:***

***1) Resolution***

I:\Water\MEMOS\AGENDA\2015\9 Tier Drought Resolution\Agenda Report\_Drought Resolution May2015.doc

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA IMPLEMENTING STATE CONSERVATION  
STANDARD AND ADDITIONAL WATER USE  
RESTRICTIONS**

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

**WHEREAS**, on January 17, 2014, Governor Brown proclaimed a Drought State of Emergency, calling upon local urban water suppliers and municipalities to implement their local water shortage contingency plans immediately and calling on all Californians to reduce their water usage by twenty percent (20%);

**WHEREAS**, on July 28, 2014 the State Water Resources Control Board emergency regulations (Water Code § 863-865) went into effect requiring urban water suppliers to implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation (Water Code § 865 (b)(1));

**WHEREAS**, on August 19, 2014 the City of Santa Clara determined that a water shortage emergency condition existed due to prolonged drought, and implemented Plan 2 of the Water Shortage Contingency Plan setting a water use demand reduction target of twenty percent (20%);

**WHEREAS**, on March 17, 2015, the SWRCB extended the previously adopted emergency water conservation regulations and added additional restrictions including: restaurants and other food service establishments only serve water to customers on request, no irrigating turf or ornamental landscapes during or 48 hours following measurable precipitation, hotels and motels must provide guests the option of choosing not to have towels and linens laundered daily, and urban water suppliers must limit the number of days per week that customers can irrigate;

**WHEREAS**, on March 24, 2015 the Santa Clara Valley Water District, a water wholesaler to the City of Santa Clara, increased its previous call for potable water use reduction by its wholesale

customers to thirty percent (30%) from 2013 water use levels;

**WHEREAS**, on April 1, 2015, an Executive Order from Governor Brown increased the State's water use reduction target to 25%;

**WHEREAS**, on April 21, 2015, the City of Santa Clara implemented Plan 3 of the Water Shortage Contingency Plan with a water use reduction target of 30% and additional restrictions required to comply with the March 17, 2015 SWRCB emergency regulations;

**WHEREAS**, on May 5, 2015, the SWRCB added additional restrictions to the previously adopted emergency water conservation regulations including: urban water suppliers shall reduce its total water production by percentage identified as its conservation standard, no irrigation with potable water of ornamental turf on public street medians, no irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established in the California Building Standards Commission; and,

**WHEREAS**, pursuant to California Water Code § 350 et seq., City Council is authorized to prohibit nonessential use of water upon declaration of a water shortage emergency condition.

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

1. Water Conservation Standard. The City is required to comply with the 16% conservation standard as specified in the SWRCB emergency conservation regulations.
2. Additional Water Use Restrictions. To meet full compliance with State regulations and help the City meet water use reduction targets, the City of Santa Clara shall implement the following water use restrictions:

Irrigation Prohibitions- Irrigation with potable water for turf or ornamental landscapes is prohibited for public street medians within City limits. Recycled water is exempt.

Irrigation Prohibitions - Irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations, or other requirements established in the California Building Commission.

3. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None  
I:\Water\MEMOS\AGENDA\2015\Drought Resolution May 2015\Resolution Conservation Std.doc



**Date:** May 12, 2015

**To:** City Manager for Council Action

**From:** City Attorney

**Subject:** Pass to Print an Ordinance Amending Sections 9.05.160 and 9.05.170 of Chapter 9.05 (In General) of Title 9 (Public Peace, Morals And Welfare) of "The Code of the City of Santa Clara, California" to Amend Certain Provisions Related to Prohibited Conduct in and near Levi's® Stadium

**EXECUTIVE SUMMARY:**

In April 2014, the City Council adopted Ordinance No. 1922 amending Chapter 9.05 (In General) of Title 9 (Public Peace, Morals and Welfare) by amending subchapter 9.05.005 (Definitions) and adding new subchapters 9.05.160 (Prohibited Conduct in Sporting and Entertainment Events), 9.05.165 (Activities and Conduct Prohibited in Parking Facilities Adjacent to the Stadium or Parking Facilities used for Stadium Events) and 9.05.170 (Penalties) of "The Code of the City of Santa Clara, California" governing conduct at Levi's® Stadium, parking lots and surrounding areas.

In the year since, City staff and the Police Department report that the ordinance works well and has provided guidance for staff and visitors to stadium events. However, there are two minor changes that are necessary to clarify the ordinance: (1) subchapter 9.05.160(p) should be amended to ensure that ticketed patrons are occupying their designated seat *and* section or area of access; and (2) subchapter 9.05.170(b) should be amended to clarify that it relates to stadium-related conduct only, not the remainder of Chapter 9.05. The attached revised ordinance makes these amendments.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

This ordinance will help ensure that law enforcement has all the necessary tools to encourage safe game day experiences for attendees and fans at Levi's® Stadium. There are no disadvantages to the City in adopting the ordinance.

**ECONOMIC/FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the Council Pass to Print an ordinance amending sections 9.05.160 and 9.05.170 of Chapter 9.05 (In General) of Title 9 (Public Peace, Morals And Welfare) of "The Code of the City of Santa Clara, California" to amend certain provisions related to prohibited conduct in and near Levi's® Stadium.

Richard E. Nosky, Jr.  
City Attorney

APPROVED:

Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

***1) Proposed Ordinance***

I:\AGENDA\AGENDA REPORTS\Prohibited Conduct Stadium 05-12-15.doc

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SANTA CLARA,  
CALIFORNIA, AMENDING SECTIONS 9.05.160 AND 9.05.170  
OF CHAPTER 9.05 (“IN GENERAL”) OF TITLE 9 (“PUBLIC  
PEACE, MORALS AND WELFARE”) OF “THE CODE OF  
THE CITY OF SANTA CLARA, CALIFORNIA” RELATED  
TO PROHIBITED CONDUCT IN AND NEAR LEVI’S®  
STADIUM**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City previously adopted City Code sections 9.05.160, 9.05.165 and 9.05.170 imposing regulations on conduct at and near Levi’s® Stadium during stadium events; and,

**WHEREAS**, following the inaugural season of stadium events, City now desires to amend certain provisions to make them clearer.

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

**SECTION 1:** That subsection (p) of Section 9.05.160 (“Activities and conduct prohibited in stadium sporting and entertainment events”) of Chapter 9.05 (“In general”) of Title 9 (“Public Peace, Morals and Welfare”) of “The Code of the City of Santa Clara, California” (“SCCC”) is hereby repealed and a new subsection (p) is added to read:

“(p) During events with ticketed assigned seating, no person is to occupy a seat and/or designated area for which he or she does not possess a valid ticket.”

**SECTION 2:** That subsection (b) of Section 9.05.170 (“Penalties”) of Chapter 9.05 (“In general”) of Title 9 (“Public Peace, Morals and Welfare”) of SCCC is hereby repealed and a new subsection (b) is added to read:

“(b) In addition to the penalties described in subsection (a) of this section, a violation of SCCC 9.05.160(b), (c) or (d) or 9.05.165(b) is a misdemeanor punishable by imprisonment not to

exceed six months, or by a fine not to exceed one thousand dollars (\$1,000.00), or both. A violation of any other subsection of SCCC 9.05.160 or 9.05.165 is an infraction, punishable by a fine of one hundred dollars (\$100.00) for the first offense, two hundred fifty dollars (\$250.00) for the second offense, and five hundred dollars (\$500.00) for the third offense.”

**SECTION 3: Savings clause.** The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

**SECTION 4: Constitutionality, severability.** If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

**SECTION 5: Effective date.** This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

**PASSED FOR THE PURPOSE OF PUBLICATION** this \_\_\_\_ day of May, 2015, by the following vote:

AYES:                      COUNCILORS:

NOES:                      COUNCILORS:

ABSENT:                      COUNCILORS:

ABSTAINED:                      COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None  
I:\ORDINANCES\Stadium Prohibited Conduct revision 05-12-15.doc

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6A-10

City of Santa Clara, California



**Date:** April 28, 2015  
**To:** City Manager for Council Action  
**From:** John C. Roukema, Director of Electric Utility  
**Subject:** Approval of Results for the Silicon Valley Power Public Benefit Program through Fiscal Year 2013-2014

## **EXECUTIVE SUMMARY:**

The City of Santa Clara and its municipal electric utility, Silicon Valley Power (SVP), are required by state law to provide an annual report on energy efficiency investments, programs, expenditures, cost-effectiveness, and results to customers and to the California Energy Commission (CEC), as well as an annual report to the CEC on efficiency investment funding, cost-effectiveness methodologies, and an independent evaluation of our Public Benefit programs. This report complies with Section 6 of Senate Bill 1037, which requires each publicly-owned utility to:

“Report annually to its customers and to the State Energy Resources Conservation and Development Commission, its investment in energy efficiency and demand reduction programs. A report shall contain a description of programs, expenditures, and expected and actual energy savings results.”

Per the additional requirements of AB 2021 which requires an annual report to customers and the CEC on energy efficiency investments, programs, expenditures, cost-effectiveness, and results and the requirements of SB1 regarding solar program reporting, enclosed is the report to Council and customers on the actual success of programs toward meeting energy efficiency and solar electric goals.

In FY 10-11, SVP saw a significant increase in program involvement by data centers and exceeded its energy efficiency target for FY 10-11 due to these projects. This has left fewer data centers in need of implementing significant energy efficiency measures over the past three years. In addition, large projects such as these can take customers multiple years to budget, plan and implement, thereby resulting in “lumpy” energy savings for utilities. While the number of customers participating in SVP’s energy efficiency programs has not declined significantly, the energy savings from the individual energy efficiency measures is not as large over the past three years, resulting in Silicon Valley Power falling short of its energy efficiency goals for FY 13-14 (the FY 13-14 goal was 24,076,000 kWh savings, actual savings achieved for the period was 12,274,647 kWh). Staff is continuing to place emphasis on implementing energy efficiency measures with customers and has implemented several direct install energy efficiency programs at little or no cost to customers to increase participation among small and mid-size business customers. In addition, staff is working with industry groups to determine appropriate emerging technologies for future program development. While the annual goal was not met in FY 13-14, it is a part of a larger ten-year goal and SVP is currently still on track to meet the overall ten-year goal.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

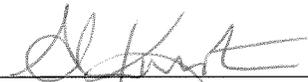
This report provides useful program information on the effectiveness of Public Benefit programs in Santa Clara. Failure to provide this information in an annual report would be a violation of state law.

**ECONOMIC/FISCAL IMPACT:**

Submitting this annual report on the Public Benefit Programs has no fiscal impact.

**RECOMMENDATION:**

That Council approve the results for the Silicon Valley Power Public Benefit Program on its investment in energy efficiency and demand reduction programs through Fiscal Year 2013-2014, and authorize the reporting of this information to customers and others.



John C. Roukema  
Director of Electric Utility

APPROVED:



Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) ***City of Santa Clara/Silicon Valley Power Public Benefit Program Energy Efficiency and Renewable Results for Fiscal year 2013-2014***

# City of Santa Clara Silicon Valley Power Public Benefit Program

## Energy Efficiency and Renewable Results for Fiscal Year 2013-2014



*Giving You the Power  
to Change the World*

March 2015

# **PUBLIC BENEFIT PROGRAMS**

## **PURPOSE 1**

|   |           |
|---|-----------|
| <b>INTRODUCTION TO THE REPORT</b>   | <b>1</b>  |
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**City of Santa Clara**  
**Silicon Valley Power**  
**Public Benefit Program**  
**Results for Fiscal Year 2013-2014**

**Purpose**

This is an annual and historical reporting of energy savings from the efficiency programs, solar electric installations, and other Public Benefit (PBC) Programs implemented by the City of Santa Clara's municipal electric utility, Silicon Valley Power (SVP). This report has been developed every year since the inception of Assembly Bill 1890 (AB1890) and the Public Benefit Programs. In addition, the report summarizes achievements toward reaching energy efficiency goals, as required by AB 2021 and SB 1037, and solar electric installations, as required by SB 1. It includes the following items:

- Goals and Objectives
- Energy Savings Goals and Achievements from Energy Efficiency Programs
- Solar Installations
- PBC Revenues and Expenditures
- Demand Response Goals and Achievements
- Detailed Program Descriptions

**Introduction to the Report**

**Energy Efficiency, Renewable Energy, and Other PBC Programs**

California Assembly Bill 2021, signed into law in September 2006, expanded upon several of the energy efficiency policies adopted since 1996 and continuing with the passage of Senate Bill 1037 in 2005. This report complies with the requirements of AB 2021, SB 1 and SB 1037 to report to the Council and customers on the effectiveness of energy efficiency and solar electric programs toward meeting goals.

On behalf of its members, the Northern California Power Agency (NCPA) contracted with Summit Blue Consulting LLC to update appropriate energy efficiency goals. Summit Blue developed a process to identify all technically possible energy efficiency measures and results in the City for the next 10 years, all cost-effective measures, and all feasible measures. The City Council adopted these feasible measures and energy efficiency results as City goals on March 09, 2010. In 2012, NCPA contracted with Navigant Consulting, Inc. to update these goals, as required, and on November 27, 2012, the City Council adopted the updated goals.

**Goals of the Public Benefit Programs**

As adopted by City Council, the goals of the PBC programs are as follows:

**Qualitative Goals & Objectives of the Public Benefit Programs**

1. Implement cost-effective energy efficiency programs to lower energy use. The cost to implement energy efficiency programs should be lower than the capital cost to build new

generation and benefits of the total programs should exceed costs under the Total Resource Cost (TRC) test under the methodology reviewed and approved by the Northern California Power Agency (NCPA) Public Benefits Committee, of which Silicon Valley Power's PBC program manager is a member.

2. Provide the PBC programs in a manner that creates value to the community and meets all applicable legal requirements.
3. Assist Divisions and City Departments in achieving optimal energy efficiency at City facilities by paying a portion of costs to reduce energy use through rebates and assist in implementing new energy related technologies for the benefit of the City and community.
4. Implement programs to support renewable power generation that increase resource diversity and minimize adverse environmental impacts from electric generation and operation of the electric system.
5. Support emerging technologies to speed up market acceptance, allowing energy efficiency services and products to compete in the open market.
6. Assist low-income residents in helping them to pay their electric bills and in installing energy efficient appliances and other measures.
7. Determine the best energy programs to offer Santa Clara customers by collecting input from community organizations, businesses and other City departments.

**Quantitative Energy Efficiency Goals & Objectives of the Public Benefit Programs**

| <b>First Year Megawatt Hour Reductions</b> |                      | <b>By Class</b>    |                                    |
|--|----------------------|--------------------|------------------------------------|
| <b>Year</b>                                | <b>Total Utility</b> | <b>Residential</b> | <b>Commercial &amp; Industrial</b> |
| <b>Historical Net</b>                      |                      |                    |                                    |
| 2007-2008                                  | 24,509               | 1,237              | 23,272                             |
| 2008-2009                                  | 39,627               | 1,031              | 38,596                             |
| 2009-2010                                  | 30,593               | 857                | 29,736                             |
| 2010-2011                                  | 24,576               | 292                | 24,284                             |
| 2011-2012                                  | 19,225               | 110                | 19,115                             |
| 2012-2013                                  | 13,058               | 306                | 12,752                             |
| 2013-2014                                  | 12,275               | 143                | 12,132                             |
| <b>Budget Target</b>                       |                      |                    |                                    |
| 2014-2015 Expected                         | 24,387               | 430                | 23,957                             |
| 2014-2015 Budgeted                         | 24,387               | 430                | 23,957                             |

**Solar Electric Systems Installed in Santa Clara**

Under SB1, Santa Clara is required to install 30 MW of solar electric systems by 2017. Total installations are shown below.

| <b>Systems</b> | <b>FY</b> | <b># Net*</b> | <b>kW</b>       |
|----------------|-----------|---------------|-----------------|
| Residential    | 1999-2000 | 1             | 1.73            |
|                | 2000-2001 | 9             | 29.5            |
|                | 2001-2002 | 2             | 8.94            |
|                | 2002-2003 | 1             | 4.01            |
|                | 2005-2006 | 7             | 21.15           |
|                | 2006-2007 | 3             | 12.11           |
|                | 2007-2008 | 6             | 19.5            |
|                | 2008-2009 | 16            | 56.88           |
|                | 2009-2010 | 56            | 205.11          |
|                | 2010-2011 | 38            | 142             |
|                | 2011-2012 | 49            | 185             |
|                | 2012-2013 | 54            | 174             |
|                | 2013-2014 | 39            | 159             |
| Commercial     | 2000-2001 | 1             | 1.61            |
|                | 2005-2006 | 1             | 30              |
|                | 2006-2007 | 2             | 100.4           |
|                | 2007-2008 | 2             | 134.97          |
|                | 2008-2009 | 2             | 58.42           |
|                | 2009-2010 | 8             | 1089.49         |
|                | 2010-2011 | 3             | 985             |
|                | 2011-2012 | 9             | 2136            |
|                | 2012-2013 | 8             | 4184            |
| 2013-2014      | 5         | 198           |                 |
| Habitat        | 2003-2004 | 3             | 6.9             |
|                | 2008-2009 | 6             | 15              |
| NSP            | 2003-2004 | 1             | 4.9             |
|                | 2006-2007 | 1             | 7.9             |
|                | 2010-2011 | 1             | 11.5            |
|                | 2013-2014 | 3             | 48              |
| <b>Totals</b>  |           | <b>337</b>    | <b>10031.02</b> |

\* 3 residential systems have moved out of Santa Clara  
SB1

**Overall Spending by Category for SVP Public Benefit Programs**

Santa Clara has expended about \$90.1 million for public benefit programs through June 2014 (excluding funds from other utility funding sources) and has budgeted approximately \$9.3 million in fiscal year 2014 to 2015, for a total cumulative commitment of approximately \$103 million in the past seventeen years.

Low-income customers have received almost 1% of PBC funds since July 1, 1997. However, the Rate Assistance Program discount is paid for through a reduction in electric revenue for these customers. PBC funds cover the cost of marketing and administering the program. The most heavily pursued programs fund energy efficiency measures, and the measures have used about 80% of expenditures. In the area of renewable energy, SVP has supported solar photovoltaic systems and geothermal incremental capital increases since July 1, 1997. These renewable programs were about 10% of the total program expenditures. Additional utility funds for renewable projects are provided outside the Public Benefits Programs due to the high demand for photovoltaic systems in the past four years. Finally, new technology programs, primarily the hybrid bus program (*The Breathe Easy Express*), took about 7% of the total program expenditures.

**Spending on programs for FY 13/14**

|  |                |
|--|----------------|
| <b>Revenue</b>   | \$8,766,389.61 |
|  |                |
| <b>Expenditures</b>  | \$5,444,215.21 |
|  |                |
| <b>Residential</b>   |                |
| Low Income Energy Efficiency Programs                      | \$28,258.90    |
| Fans   | \$4,845.25     |
| Refrigerator   | \$44,978.08    |
| Attic Insulation   | \$1,401.92     |
| Electric Heat Pump Water Heater                            | \$2,000.00     |
| Residential Lighting                                       | \$26,361.69    |
| Clothes Dryer  | \$4,375.00     |
| General (salaries, energy audits, marketing, website, etc) | \$386,458.25   |
|  |                |
| <b>Commercial</b>  |                |
| General (salaries, energy audits, marketing, website, etc) | \$480,635.46   |
| Small Business Program                                     | \$251,798.76   |
| Lighting   | \$1,048,277.44 |
| C&I Audits   | \$1,510.86     |
| HVAC & Motors  | \$43,432.15    |
| Washing Machine  | \$400.00       |
| Customer Directed Rebate                                   | \$1,156,419.85 |
| Commercial IT  | \$40,500.00    |
|  |                |

|   |                       |
|---|-----------------------|
| <b>Renewable</b>  |                       |
| Residential PV  | \$56,236.32           |
| Commercial PV   | \$1,671,940.89        |
| Green Power Program   | \$30,195.61           |
| Neighborhood Solar Program                                      | \$17,793.95           |
|   |                       |
| <b>Low Income</b>   |                       |
| Rate Assistance Program (excludes discount on utility bill)     | \$45,390.60           |
|   |                       |
| <b>R&amp;D</b>  |                       |
| R&D   | \$21,935.27           |
|   |                       |
| <b>Measurement &amp; Verification and Regulatory Compliance</b> |                       |
| Third Party EM&V  | \$14,800.00           |
| Project M&V   | \$70,280.93           |
| Regulatory Compliance   | \$8,701.59            |
|   |                       |
| City Energy Efficiency Loan Program Repayment                   | (\$14,713.56)         |
|   |                       |
| <b>Total Expenditures*:</b>                                     | <b>\$5,444,215.21</b> |

\*Does not include other utility funds spent on PV rebates and low income rate discount

## Detailed Program Information

Santa Clara's municipal electric utility (dba Silicon Valley Power) is an enterprise of the City of Santa Clara, and was established in 1896. On a not-for-profit basis, Silicon Valley Power owns power generation facilities, has investments in joint ventures that produce electric power, and trades power on the open market. These efforts are directed toward ensuring its retail customers—the citizens, organizations and business of the City of Santa Clara—a highly reliable source of electric power at low, stable rates.

At the end of 2014, the utility had 23,273 meters with a peak demand of 482.4 megawatts. 84% of these customers were residential, but only 8.1% of power sales were to residents. Over 88% of sales went to 1,735 industrial customers (as defined by rate schedule).

Santa Clara customers enjoyed over 1.5 times the amount of renewable energy in their mix during 2013 than those receiving the state's average power mixture during 2012. SVP's 2013 power mix consisted of 24.2% percent eligible renewable resources, compared to 15.4 % statewide and, when large hydroelectric resources are included, SVP's power mix consisted of 41.9% carbon free, as compared to 23.7% for the statewide mix.

SVP's Public Benefit Programs are separated into residential and business programs, with the majority of funding toward the business sector. This is due to the fact that the programs are required by City Council policy to be spent in the customer class from which the funding is received.

This results in program funding less than 10% from the residential class. Total PBC funds are about \$8.7 million per year. Residential programs include rate assistance for low-income customers, energy efficiency rebates (refrigerators, ceiling fans, electric hot water heat pumps, electric clothes dryers, and lighting), solar electric rebates, energy audits, and programs for schools and libraries. Business programs include energy audits, installation management for small companies, rebates for a wide variety of equipment (lighting, air conditioning systems, chillers, programmable thermostats, washing machines, variable frequency drives, new construction, photovoltaic systems and customized installations), and design and construction assistance. Over 345.9 million kilowatt hours in first year savings (gross, not net) alone have been achieved since 1998.

Due to the fact that the vast majority of SVP's energy efficiency programs come from its large commercial and industrial customers, the greatest percentage of savings from programs that are calculated based on actual metered pre- and post-savings. These large, unique projects also result in "lumpy" savings levels, depending on the projects being completed at customer sites and their implementation budgets. PBC funds that were collected but not spent are collected in a special fund for spending on programs in future years.

In an analysis of programs for fiscal year 2013-2014, the total programs were found to be cost effective. The total resource cost test found that the program package had a benefit cost ratio of 1.84. Programs are developed in consultation with customer groups, especially the largest customers. The City Council approves the programs, as well as goals and objectives. An annual report is made to the City Council on the previous year's fiscal data. Once the City Council has approved the report, it is placed on the utility's website for any interested customers. The goals and objectives of the programs, as well as specific financial and energy saving data are listed in detail in the following pages.

## Program Summaries

### **All Programs for FY 2013 to 2014**

#### **Current Commercial Customer Programs:**

- **Business Audits:** Free energy efficiency audits to business customers.
- **Rebates:** A comprehensive portfolio of energy efficiency rebates (for purchase and installation of energy efficient lighting, air conditioners, motion sensors, programmable thermostats, new construction, and customized energy-efficiency installations).
- **Data Center Efficiency Program:** The program is targeted to data centers with IT server loads greater than 350 kW or IT cooling loads greater than 100 tons. This program provides unique opportunities for energy-efficiency projects that may not otherwise fit into our standard rebate and customer assistance offerings.
- **Business Energy Information:** Management information on energy usage through 15-minute interval meters, Itron's 'EEM Suite' software, training, and other sources.
- **Controls Rebate Pilot Program:** This is a performance-based incentive for controls systems under a pilot rebate program. The incentive requires demonstrated energy savings over a 5 year period and will make payments annually upon submission of a verification report.
- **Energy Innovation Program:** This program encourages businesses to demonstrate new products and product applications not yet commercially viable in today's marketplace, install energy efficient technologies not generally known or widely accepted, yet show potential for successful market growth, successfully apply energy efficiency solutions in new ways, or introduce energy efficiency into industries or businesses that are resistant to adopting new technologies or practices.

- LEED Rebate for Energy Efficient Building Design: If your building meets LEED criteria and exceeds Title 24 energy requirements by at least 10 percent, you can get a rebate of up to \$37,600.
- Business Solar Photovoltaic Rebate: Provides financial incentives for the installation of solar systems at business sites. Rebate structure is designed to decline over time as more PV is installed in SVP's service territory, similar to the California Solar Initiative program. Businesses can receive rebates that started at \$3.00 per output watt up to a total of \$300,000 per customer for systems up to 100 kW. (Current rebate level at the time of this report is \$0.90 per watt.) Businesses installing systems between 100kW and 1 MW are eligible for a Performance Based Incentive starting at \$0.40 per kWh. Current rebate level at the time of this report is \$0.12 per kWh.) Businesses are required to complete an energy audit in order to receive a rebate, as is the case with the statewide California Solar Initiative.

### **Current Residential Customer Programs:**

- Residential In-Home Energy Audits and Education: Through this technical support program SVP staff provides on-site audit analysis, energy efficiency recommendations and distributes energy saving items ("lime lite" night lights and switch plate thermometers). The Solar Explorer and the SVP information booth participate in major city events, providing education on energy efficiency and solar electric generation systems.
- Residential Appliance Rebates: Rebates encourage residents to purchase and install ENERGY STAR® labeled refrigerators.
- Energy Star Ceiling Fan Rebates: Provides a rebate of \$35 per fan (up to three fans per residence) for the installation of Energy Star ceiling fans.
- Electric Heat Pump Water Heater: Provides a rebate of up to \$1,000 for replacing an existing electric water heater with an Energy Star Heat Pump Water Heater.
- LED Light Bulb Rebates: SVP offers a \$5 rebate per Energy Star LED bulb under 1,000 lumens, and a \$10 rebate per Energy Star LED bulb 1,000 lumens or greater. This differentiation is due to the fact that there are very few bulbs over 1,000 lumens on the market and they are more expensive. The higher rebate buys down this cost for the residential customers and encourages manufacturers to provide a larger variety of bulbs that meet the needs for a brighter light.
- Neighborhood Solar Program: SVP customers have the option to pay into a special fund to support the installation of solar electric systems at non-profit community buildings. The third installation is located at the Bill Wilson Center and was completed in the Fall of 2010. Four additional installations were completed in 2014 at Hope Services, St. Justin's Parish, Our Lady of Peace Church, and the Muslim Community Association (MCA).
- Rate Assistance Program: Qualified low-income customers receive a discount on their electric bill (low-income program).
- Refrigerator Recycling: Rebate for recycling old refrigerators.
- Residential Solar Photovoltaic Rebate: Provides significant financial incentive to residential customers for installation of solar systems. Customers receiving the rebate are required to also complete an energy audit, as is the case with the statewide California Solar Initiative. The rebate started at \$4.50 per watt and under a declining scale similar to the California Solar Initiative program, and is currently at \$1.50 per watt, up to a maximum system size of 10 kW.

### **Current Community Programs:**

- Public Facilities' Energy Efficiency Program: SVP provides technical assistance and financial incentives for the expansion, remodel, and new construction of City of Santa Clara buildings. Included in this program are higher levels of rebates for qualifying equipment, energy management assistance, and a small budget for retro commissioning.
- City Facilities Energy Efficiency Loan Program – this program provides loans for approved energy efficiency measures implemented at City of Santa Clara facilities. Loans are paid back via the utility bill through the reduction in energy consumption.

**SVP Energy Saved: Actual**

**Actual Savings FY 13-14**

| Resource Savings Summary |                         |                                  |                                 |                                    | Cost of Efficiency |                         |
|--------------------------|-------------------------|----------------------------------|---------------------------------|------------------------------------|--------------------|-------------------------|
|                          | Net Demand Savings (kW) | Net Coincident Peak Savings (kW) | Net Annual Energy Savings (kWh) | Net Lifecycle Energy Savings (kWh) | Utility (\$/kWh)   | Total Resource (\$/kWh) |
| Res Clothes Washers      |                         |                                  | 467                             | 5,139                              | 0.72               | 0.78                    |
| Res Cooling              | 1                       | 2                                | 584                             | 5,760                              | 2.92               | 2.47                    |
| Res Dishwashers          |                         |                                  |                                 |                                    |                    |                         |
| Res Electronics          |                         |                                  | 120                             | 960                                | 1.02               | 0.75                    |
| Res Heating              |                         |                                  |                                 |                                    |                    |                         |
| Res Lighting             | 4                       | 1                                | 11,179                          | 137,108                            | 0.77               | 0.88                    |
| Res Pool Pump            |                         |                                  |                                 |                                    |                    |                         |
| Res Refrigeration        |                         | 23                               | 122,984                         | 705,012                            | 0.62               | 0.63                    |
| Res Shell                | 3                       | 5                                | 6,667                           | 110,610                            | 1.00               | 1.01                    |
| Res Water Heating        |                         |                                  | 1,805                           | 18,048                             | 0.68               | 0.68                    |
| Res Comprehensive        |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Cooking          |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Cooling          | 77                      | 77                               | 650,109                         | 9,631,477                          | 0.03               | 0.19                    |
| Non-Res Heating          |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Lighting         | 513                     | 513                              | 3,354,231                       | 43,605,007                         | 0.04               | 0.05                    |
| Non-Res Motors           |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Pumps            |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Refrigeration    |                         |                                  | 10,547                          | 105,468                            | 0.03               | 0.09                    |
| Non-Res Shell            |                         |                                  |                                 |                                    |                    |                         |
| Non-Res Process          | 1,125                   | 1,125                            | 8,115,954                       | 138,557,115                        | 0.02               | 0.07                    |
| Non-Res Comprehensive    |                         |                                  |                                 |                                    |                    |                         |
| T&D                      |                         |                                  |                                 |                                    |                    |                         |
| Other                    |                         |                                  |                                 |                                    |                    |                         |
| <b>Total</b>             | <b>1,723</b>            | <b>1,745</b>                     | <b>12,274,647</b>               | <b>192,881,703</b>                 | <b>.03</b>         | <b>.08</b>              |

TRC is Total Resource Cost Test where a score greater than 1 equals benefits are greater than costs for the entire utility system.

TRC for FY 13-14 Programs is 1.84

**SVP Program Specific Measurement & Verification Methodologies**

| <b>Program</b>                                      | <b>Planned or Actual</b> | <b>M&amp;V Methodology</b>                         | <b>Explanation</b>   |
|---|--------------------------|--|--|
| <b>RESIDENTIAL PROGRAMS at Silicon Valley Power</b> |                          |  |  |
| ENERGY STAR® Refrigerator Rebate                    | Both                     | CMUA Savings Estimation Technical Reference Manual | Unit replacements are tracked by customer name, address, appliance, and date   |
| Recycle Refrigerators                               | Both                     | CMUA Savings Estimation Technical Reference Manual | Energy savings for replacing a working refrigerator are greater than for comparisons between a new appliance and an ENERGY STAR qualified one. |
| Rate Assistance Program                             | Both                     | N/A  | No direct savings calculated.  |
| ENERGY STAR® Ceiling Fan Rebate                     | Both                     | CMUA Savings Estimation Technical Reference Manual | Unit installations are tracked by customer name, address, appliance, and date  |
| ENERGY STAR Electric Heat Pump Water Heater Rebate  | Both                     | CMUA Savings Estimation Technical Reference Manual | Unit replacements are tracked by customer name, address, equipment , & date; 100% of installations are verified.                               |
| LED Light Bulb Rebate                               | Both                     | CMUA Savings Estimation Technical Reference Manual | Unit replacements are tracked by customer name, address, equipment , & date.   |
| Residential Home Energy Audit                       | Both                     | N/A  | No direct savings calculated   |
| Residential Hot-Line                                | Both                     | N/A  | No direct savings calculated.  |
| Residential EE Training                             | Both                     | N/A  | No direct savings calculated.  |

|  |      |  |  |
|--|------|--|--|
| <b>BUSINESS PROGRAMS at Silicon Valley Power</b> |      |  |  |
| Small Business Efficiency Services Program       | Both | Savings tracked by rebate                          | No direct savings calculated.  |
| On-site Energy Audits                            | Both | Savings tracked by rebate                          | No direct savings calculated.  |
| Custom Energy Audits                             | Both | Savings tracked by rebate                          | No direct savings calculated.  |
| Prescriptive Rebates                             | Both | CMUA Savings Estimation Technical Reference Manual | Unit replacements are tracked by equipment type, customer name, address, and date. For methods not included in KEMA, M&V procedures have been developed. |

| Program  | Planned or Actual | M&V Methodology                                    | Explanation  |
|--|-------------------|--|--|
| Washing Machine Rebate                               | Both              | CMUA Savings Estimation Technical Reference Manual | Fund a rebate for commercial washing machine replacement through the Santa Clara Valley Water District.  |
| Customer Directed Rebates                            | Both              | Customized   | Unit replacements are tracked by equipment type, customer name, address, and date. M&V procedures have been developed.                                   |
| New Construction Rebates                             | Both              | Customized   | Unit replacements are tracked by equipment type, customer name, address, and date. For methods not included in KEMA, M&V procedures have been developed. |
| Energy Design Assistance                             | Both              | N/A  | No direct savings calculated.  |
| Bright Start Initiative                              | Both              | N/A  | No direct savings calculated.  |
| Training, Website, and Promotion                     | Both              | N/A  | No direct savings calculated.  |
| Public Facility Energy Efficiency Assistance Program | Both              | CMUA Savings Estimation Technical Reference Manual | Tracked based on actual rebate.  |
| Energy Innovator Grant                               | Both              | Customized   | Unit replacements are tracked by equipment type, customer name, address, and date. M&V procedures have been developed.                                   |

| <b>RENEWABLE PROGRAMS at Silicon Valley Power</b> |  |   |  |
|---|--|---|--|
| Solar PV Buydowns (residential & business)        | Both   | KEMA, adjusted for actual size and cost | All systems are checked and must pass inspection. Interconnection agreements are approved.   |
| Neighborhood Solar Program                        | Both   | KEMA, adjusted for actual size and cost | All systems are checked and must pass inspection. Interconnection agreements are approved.   |
| Habitat for Humanity PV Systems                   | Both   | KEMA, adjusted for actual size and cost | All systems are checked and must pass inspection. Interconnection agreements are approved.   |
| City PV Project                                   | Both   | KEMA, adjusted for actual size and cost | All systems are checked and must pass inspection. Interconnection agreements are approved.   |
| NCPA Geothermal Recharge                          | Not included in PBC budget, but expenditures are allowed to be included in total percent spent | N/A                                     | The majority of the costs for this project is not included in the PBC budget, but is included as renewable expenses in the normal utility operations budget. |

## Background of the Public Benefit Programs

The California electric restructuring legislation signed into law on September 23, 1996, AB 1890, requires that investor owned utilities (IOUs) and POU establish a non-bypassable usage-based charge to fund investments in energy-related PBC programs. AB 995, signed into law September 30, 2000, extended funding for PBC programs to January 1, 2012 for Investor Owned Utilities. No sunset date was set for Public Power Utilities.

AB1890 and AB995 mandated that each POU must collect and spend a percentage of annual revenues on PBC programs. Specifically, "each local publicly owned electric utility shall establish a non-bypassable, usage based charge on local distribution service of not less than the lowest expenditure level of the three largest electrical corporations in California on a percent of revenue

basis, calculated from each utility's total revenue requirement for the year ended December 31, 1994, and each utility's total annual public benefit programs expenditures." CMUA has determined this amount to be a floor of 2.85% of annual revenues. These funds are to support programs that provide:

- (1) Cost-effective demand-side management services to promote energy-efficiency and energy conservation;
- (2) New investment in renewable energy resources and technologies consistent with existing statutes and regulations, which promote those resources and technologies;
- (3) Research, development and demonstration programs for the public interest to advance science or technology which is not adequately provided by competitive and regulated markets;
- (4) Services provided for low-income electricity customers, including but not limited to, targeted energy efficiency service and rate discounts;

AB995 extended the mandate with for low-income programs. SB 1037 further required the POU's to report on their energy efficiency program effectiveness to the CEC and to customers. This report meets the requirements of that legislation.

On September 29, 2005, Governor Schwarzenegger signed Senate Bill 1037 into law, establishing several important policies on energy efficiency. Among the provisions of the law is a statewide commitment to cost-effective and feasible energy efficiency, with the expectation that all utilities consider energy efficiency before investing in any other resources to meet growing demand.

This report complies with Section 6 of Senate Bill 1037, which requires each publicly-owned utility to:

"Report annually to its customers and to the State Energy Resources Conservation and Development Commission, its investment in energy efficiency and demand reduction programs. A report shall contain a description of programs, expenditures, and expected and actual energy savings results."

Also, the Governor signed AB 2021 on September 29, 2006, which requires local publicly owned electric utilities (POUs), on or before June 1, 2007, and every 3 years afterwards, to identify all potentially achievable cost-effective electricity efficiency savings and to set annual targets for energy efficiency savings and demand reduction over 10 years. The bill also requires POU's to report those targets to the California Energy Commission (CEC) within 60 days of adoption. POU's must make an annual report to customers and the CEC on energy efficiency investments, programs, expenditures, cost-effectiveness, and results, as well as an annual report to the CEC on efficiency investment funding, cost-effectiveness methodologies, and an independent evaluation of programs. The CEC is to include a summary of the utility-reported information and a comparison of each utility's energy efficiency targets and actual results in its integrated energy policy report (IEPR). The bill requires the CEC, if it finds that improvements can be made by a POU in setting or meeting targets, to provide recommendations to the local POU, the Legislature, and the Governor on those enhancements.

Thirty-nine POU's have submitted coordinated data in compliance with the legislation.

The California Municipal Utilities Association (CMUA), in partnership with the Northern California Power Agency (NCPA) and the Southern California Public Power Authority (SCPPA) began a collaborative effort in October 2005 and invested approximately \$150,000 to develop an Excel-based evaluation tool that can be used to measure energy efficiency program effectiveness and to report program savings in a consistent and comprehensive manner. The tool was completed August 2006 and is the key driver for the results in this report.

## **Public Benefit Program Administration**

Designing and implementing PBC Programs is a major effort. SVP staff has applied significant resources—both staff and funding—to the creation and deployment of meaningful Programs.

SVP is required to, at a minimum, do the following in the Public Benefit Program:

- Identify potential Public Benefit Programs
- Assess the potential costs, benefits and resource ramifications of Program implementation
- Assess customers' willingness to participate in the program
- Verify that Public Benefit Programs qualify under AB 1890 guidelines
- Balance individual program expenditures against overall utility PBC Program goals
- Develop budgetary justifications for program expenditures
- Market the program to target customer segments
- Administer programs and track expenditures
- Monitor customer acceptance and satisfaction
- Modify programs as necessary for participation and funding

## **Measurement and Verification of Public Benefits Programs**

In 2005 legislation requiring the reporting of program involvement and effectiveness by publicly owned utilities (POU) to the California Energy Commission (CEC) was passed (SB 1037). SVP staff worked with other POU's, NCPA staff, and the Southern California Public Power Agency (SCPPA) to develop unified reporting methodologies and formats.

NCPA first contracted with KEMA Inc. to develop measure information for all POU energy efficiency projects. Using existing resources as much as possible, KEMA created summaries for all of the measures on a list of NCPA utility energy efficiency projects. To keep costs down, existing reports were leveraged and summarized in a simplified manner more usable for NCPA and SCPPA members than the complex reporting mechanisms used by the investor owned utilities (IOU's). The primary resources were the statewide Database for Energy Efficient Resources (DEER) and PG&E's work papers. In addition to these sources, KEMA used several other resources to assist with the project. NCPA utilities also worked to upgrade the residential air conditioning information from what was in DEER based on engineering analyses and actual installations at utilities in California.

DEER is a CEC and California Public Utilities Commission (CPUC) sponsored database with support and input from the IOUs and other interested stakeholders. The DEER database includes detailed information on many energy efficiency measures. The results include the gross impacts, incremental cost, and the equipment's useful life. The results include engineering calculations, building simulations, measurement studies and surveys, econometric regressions, or a combination of approaches. The objectives and focus of the DEER data is to serve as a centralized source of information for planning and forecasting issues for the energy efficiency programs that are provided to customers across the state. DEER has been designated by the CPUC as its source for deemed and impact costs for program planning.

The PG&E work papers are the documents that PG&E has prepared to document all of its measure savings calculations related to its energy efficiency programs. The work papers are a huge set of details that PG&E uses to defend energy savings assumptions. The papers are filed on a regular basis with the CPUC. The KEMA report uses the 2005 version of the PG&E work papers. The work papers typically include measures not in the DEER database or new to their programs.

The KEMA report provides prescriptive savings for most of the measures. Some measures are considered custom, and savings are calculated individually for each unique project. When a

particular utility has used a custom savings approach, its staff has carefully and thoroughly documented that savings analysis methodology.

Once the KEMA report was completed, NCPA contracted with Energy & Environment Economics (E3) to develop a cost-effectiveness model for the member utilities to use. This model is adapted and simplified from a similar one developed by E3 for the IOU's in their program cost-effectiveness analysis. This summary report was sent to CEC staff to meet the reporting requirements of SB1037.

Over time, the KEMA deemed savings data became outdated and where updates to the data were done, the methodology was not transparent. In FY 12-13, SVP hired Energy & Resource Solutions to create a Technical Reference Manual (TRM) to provide deemed savings values for energy efficiency measures used in SVP's programs. This report was completed in early 2013 and the information was used to develop programs for FY 13-14. In addition, the data was uploaded into the E3 calculator for reporting on the FY 13-14 programs. NCPA member utilities, as well as some of the CMUA and SCPPA member utilities found value in SVP's TRM and decided to expand upon it to create a state-wide Publicly-Owned Utility (POU) TRM. The statewide TRM incorporated the data in SVP's TRM and replaced it in mid-2014. The TRM can be found at <http://cmua.org/energy-efficiency-technical-reference-manual>.

AB 2021 requires each utility in California to utilize a third party for Evaluation, Measurement & Verification (EM&V) of its energy efficiency programs. NCPA issued an RFP for these services for its members and identified two qualified organizations. SVP elected to contract with Summit Blue Consulting for EM&V of its energy efficiency programs and a sampling of project implementations. The first evaluation report was complete in March 2009 for the FY 2007/2008 program year and the second in March 2010 for the FY 2008/2009 programs. The third evaluation report was completed in March 2011 for FY 2009/2010 programs and was prepared by Navigant Consulting, who acquired Summit Blue. Evaluation for the FY 2010/2011 programs was conducted by The Cadmus Group, Inc. and the report was completed in January 2012 and Cadmus completed evaluation of the FY 2011/2012 programs in March 2013. Based on the results of the FY 2011/2012 report, SVP made some significant changes to several of its programs, including a lighting calculator used for all commercial lighting retrofits in order to capture the true energy savings, and a performance incentive paid out over multiple years for the Data Center Efficiency Program rebate. For FY 2012/2013, SVP contracted with Cadmus to look at its former Retrocommissioning pilot program to determine the persistence of the energy savings. In the current year, SVP contracted with Cadmus to evaluate its Lighting Rebate Program, as this was the first year that the program operated utilizing the new tool. Several recommendations for program process improvement were made and will be implemented in the FY 2015/2016 program year.

The reports are available for public viewing on NCPA's website at <http://www.ncpa.com/current-issues/energy-efficiency-reports.html>.

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6B.1

City of Santa Clara, California



**Date:** April 29, 2015

**To:** City Manager for Council Action

**From:** Director of Water and Sewer Utilities

**Subject:** Approval of a Memorandum of Understanding between the Santa Clara Valley Water District and the City of Santa Clara for Water Conservation Programs

## EXECUTIVE SUMMARY:

On April 21, 2015, the City Council adopted a resolution authorizing implementation of Plan 3 of the Water Shortage Contingency Plan calling for 30% water use reduction target, and additional water use restrictions as required for the State Water Resources Control Board (SWRCB) emergency conservation regulations. As part of this adoption, the City Council also approved an increase appropriation of \$450,000 for enhanced water conservation activities. Enhancements to existing conservation programs are necessary to make additional progress towards the 30% water reduction target. These enhancements include public outreach, additional rebates and financing incentives for grey water systems.

As part of these enhancements, the Santa Clara Valley Water District (District) offers cost sharing on Landscape Rebate program which will help reduce potable water use by increasing incentives for City businesses and residents to replace water intensive turf with drought tolerant landscaping. By cost sharing \$1.00 to the District's current rebate, the City can help remove up to 200,000 square feet of turf with a \$200,000 maximum contribution.

Additionally, the District offers cost sharing for home water use reports to residential customers, which has proven to increase conservation within the residential sector within water agencies. The cost sharing terms would be a 50% share between District and City of Santa Clara for home water use reports for all residents, net any grant funding received by Santa Clara. The City of Santa Clara is proposing a second cost sharing agreement with Bay Area Water Conservation Agency (BAWSCA) which includes grant funding for water use reporting, which will reduce overall expenses to the City from District.

Staff is proposing to enter into a Memorandum of Understanding with the Santa Clara Valley Water District, for a not to exceed amount of \$200,000 with a termination effective by either party for any reason upon thirty (30) days written notice.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Memorandum of Understanding with Santa Clara Valley Water District will allow the City to promote and encourage customers to reduce overall water use. Enhancing the water conservation program for the community is necessary to make additional progress towards the 30% water reduction target and help the community meet the water use restrictions.

City Manager for Council Action

Subject: Approval of a Memorandum of Understanding between the Santa Clara Valley Water District and the City of Santa Clara for Water Conservation Programs

April 29, 2015

Page 2

**ECONOMIC/FISCAL IMPACT:**

The total not to exceed amount for this Memorandum of Understanding (MOU) is \$200,000.00. The total costs for this MOU are currently budgeted in the Water and Sewer Utilities; Water Conservation Program (092-1413-87770), as per the increased appropriation approved by City Council on April 21, 2015.

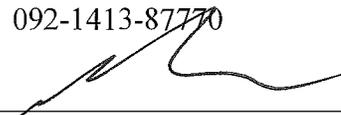
**RECOMMENDATION:**

That the City Council:

1. Approve and authorize the City Manager to execute a Memorandum of Understanding with the Santa Clara Valley Water District (SCVWD) with a not to exceed of \$200,000.00 for Water Conservation Programs; and
2. Authorize the City Manager to make minor, non-substantive modifications to the Memorandum of Understanding, if necessary.

  
\_\_\_\_\_  
for Christopher L. de Groot  
Director of Water & Sewer Utilities

Certified as to Availability of Funds: *CW*  
092-1413-87770 \$200,000.00

  
\_\_\_\_\_  
for Gary Ameling  
Director of Finance/Assistant City Manager

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

**MAJORITY VOTE OF COUNCIL**

*Documents Related to this Report:*

1) *Memorandum of Understanding with Santa Clara Valley Water District*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND  
THE CITY OF SANTA CLARA FOR WATER CONSERVATION PROGRAMS**

This MEMORANDUM OF UNDERSTANDING (MOU) between the Santa Clara Valley Water District, an independent special district created by the California Legislature (hereinafter referred to as WATER DISTRICT) and The City of Santa Clara (hereinafter referred to as SANTA CLARA) sets forth the respective roles of the WATER DISTRICT and SANTA CLARA in regard to the WATER DISTRICT'S WATER CONSERVATION PROGRAMS (hereinafter referred to as PROGRAMS) is made and entered into as of \_\_\_\_\_, 2015.

**RECITALS**

**WHEREAS** the PROGRAMS involve providing Water Conservation services and rebates for properties located within SANTA CLARA's service area; and

**WHEREAS** the PROGRAMS include the Landscape Rebate Program for Water-Efficient Landscape Conversions, the Landscape Water Use Evaluation Program, and the WaterSmart Program; and

**WHEREAS** the PROGRAMS are appropriate measures for the Best Management Practices addressed in the California Urban Water Conservation Council's MOU regarding Urban Water Conservation in California; and

**WHEREAS** the WATER DISTRICT has established the PROGRAMS to provide information on how to use water most efficiently; and

**WHEREAS** SANTA CLARA wishes to participate in the PROGRAMS.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this MOU, WATER DISTRICT and SANTA CLARA agree as follows:

**1. WATER DISTRICT'S RESPONSIBILITIES**

- a) Administration of the PROGRAMS, which administration shall include the creation of the PROGRAMS brochures and applications.
- b) Collection and analysis of data to determine water savings.
- c) Administration of all PROGRAMS funds including, but not limited to:
  - Processing the payment of the amounts set forth in 2.d) below, to eligible persons residing in SANTA CLARA ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by the WATER DISTRICT for the PROGRAMS, and
  - Payment of standard PROGRAM amounts to ELIGIBLE RESIDENTS within 8-12 weeks of receipt of SANTA CLARA residential applicant's request.
- d) Invoicing SANTA CLARA, on a quarterly basis (aggregate invoice, broken down by program).
- e) Work cooperatively with SANTA CLARA in appropriately advertising the PROGRAMS to targeted customers.
- f) In the event the landscape rebate program or this MOU terminates for any reason, the WATER DISTRICT shall pay SANTA CLARA any remaining funding from SANTA CLARA's contribution.
- g) WATER DISTRICT shall pay SANTA CLARA 50 percent of SANTA CLARA's WaterSmart vendor contract costs, net any grant funding received by SANTA CLARA, to send WaterSmart notices to SANTA CLARA residents, subject to a not-to-exceed total cost to the WATER DISTRICT under this MOU of \$58,187.50.
- h) Make payment to SANTA CLARA within 60 days of receipt of invoice from SANTA CLARA.

**2. SANTA CLARA'S RESPONSIBILITIES**

- a) Identification and notification of all qualifying properties within the SANTA CLARA service area.
- b) Work cooperatively with WATER DISTRICT in appropriately advertising the PROGRAMS to the targeted customers.
- c) Provide WATER DISTRICT with water usage records and other data necessary to determine savings and cost effectiveness of the PROGRAMS. Water usage records for individual accounts will only be made

available to WATER DISTRICT for those account holders who have authorized the WATER DISTRICT to obtain the information from SANTA CLARA.

- d) SANTA CLARA must pay WATER DISTRICT as set forth below for each activity performed by the WATER DISTRICT in the SANTA CLARA service area:
  - Up to \$1.00 per each square foot of turf removed per qualified residential and/or commercial rebate, with a limit of \$1,000 per residential site and up to \$10,000 per commercial site, as per the Landscape Rebate Program requirements.
- e) SANTA CLARA's obligation to pay for the PROGRAM activities is capped at a total **maximum of \$200,000**.
- f) SANTA CLARA will make a single payment of \$200,000 to WATER DISTRICT within 60 days of the effective date of this MOU.
- g) Administration of the WaterSmart Program.
- h) Invoicing WATER DISTRICT, on a quarterly basis, for 50 percent of the contract cost (net any grant funding received by SANTA CLARA and not to exceed a total cost to the WATER DISTRICT under this MOU of \$58,187.50) for SANTA CLARA to send WaterSmart notices to SANTA CLARA residents. Only costs paid directly to WaterSmart shall be included in the quarterly invoice.
- i) Work cooperatively with WATER DISTRICT in appropriately advertising other WATER DISTRICT programs through the WaterSmart Program.

### **3. HOLD HARMLESS AND LIABILITY**

Each Party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other Party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting pursuant to this MOU.

### **4. DOCUMENT REVIEW**

WATER DISTRICT and SANTA CLARA will, upon reasonable advance written notice, make available for inspection to the other party records, books and other documents relating to the PROGRAMS.

### **5. TERM**

The term of the MOU is from effective date to June 30, 2016, or until funds are depleted, whichever occurs first. The term of the MOU may be extended by mutual consent of the Parties. This MOU shall be contingent upon approval of program funding each fiscal year by both the WATER DISTRICT's Chief Executive Officer and by SANTA CLARA.

### **6. NOTICE**

Any notice, payment, credit or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended; or on the same day as a facsimile transmission is sent as long as original is placed in the mail on the same day.

If to WATER DISTRICT:

Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Attn: Conservation Programs  
Facsimile: 408.979-5639

If to SANTA CLARA:

Water and Sewer Utilities  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Facsimile: 408.247-0784

Either party may change such address by notice given to the other party as provided in this Section 6.

**7. AMENDMENTS**

The MOU may only be amended by written agreement executed by both parties.

**8. ASSIGNMENT**

Neither party is allowed to assign, sublet, or transfer this MOU or any of the rights or interests in this MOU without the written consent of the other party.

**9. SEVERABILITY**

The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity or remaining parts of this MOU.

**10. GOVERNING LAW**

This MOU is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

**11. TERMINATION OF MOU**

This MOU may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other Party.

**12. SIGNATURES**

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

In WITNESS WHEREOF, the parties have executed this MOU as of the effective date.

**CITY OF SANTA CLARA**

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Nosky  
City Attorney  
City of Santa Clara

\_\_\_\_\_  
Julio Fuentes  
City Manager  
City of Santa Clara

**SANTA CLARA VALLEY WATER DISTRICT  
an independent special district created by the California Legislature**

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony Fulcher  
Sr. Assistant District Counsel  
Santa Clara Valley Water District

\_\_\_\_\_  
Beau Goldie  
Chief Executive Officer  
Santa Clara Valley Water District

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # C.B.2

City of Santa Clara, California



**Date:** May 5, 2015

**To:** City Manager for Council Action

**From:** Director of Planning and Inspection

**Subject:** For the property located at 746 Madison Street: Approve and Authorize the City Manager to Execute a Historic Property Preservation Agreement (Mills Act Contract) with Applicants Mike Neufinger and Sigrid Jacobsen (PLN2015-10998).

## **EXECUTIVE SUMMARY:**

The State of California enacted legislation that allows owners of historically designated properties to enter into "Mills Act" contracts with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280. Under a Mills Act contract, these properties qualify for property tax incentives contained in the California Revenue and Taxation Code. The City Council established a process for considering historic properties for Mills Act contracts by resolution No. 5843 on September 4, 1993, subject to a limit of five contracts per year. In 2004, the City Council approved increasing the number of allowable contracts to ten per year. This contract is within the allowable ten contracts for year 2015.

The property at 746 Madison Street is currently listed on the City's Architecturally or Historically Significant Properties List. Attached is the Applicants' statement of justification, a State Department of Parks and Recreation (DPR) form evaluating the significance of the structure, and additional attachments including a proposed 10-year restoration and maintenance schedule.

The Historical and Landmarks Commission reviewed and supported the request for a Mills Act contract at its meeting on April 2, 2015. The staff report and excerpt minutes from that meeting are attached for reference.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The purpose of a Mills Act contract is to offer owners of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which in turn also increases the aesthetic and economic health of the surrounding neighborhood and the City.

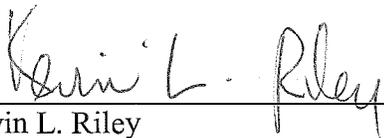
## **ECONOMIC/FISCAL IMPACT:**

The fiscal impact would be a negligible decrease of property tax revenue to the City.

Director of Planning & Inspection  
Mills Act Contract – 746 Madison Street  
May 5, 2015  
Page 2

**RECOMMENDATION:**

That the Council Approve and Authorize the City Manager to execute a Historic Property Preservation Agreement (Mills Act Contract) with Applicants Mike Neufinger and Sigrid Jacobsen for the property located at 746 Madison Street.



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Kevin L. Riley  
Director of Planning and Inspection

APPROVED:



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Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) Historic Property Preservation Agreement with Attachments***
- 2) Historical and Landmarks Commission Excerpt Meeting Minutes Dated April 2, 2015***
- 3) Historical and Landmarks Commission Staff Report Dated April 2, 2015***

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

## **HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement, (herein, "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, ("Effective Date"), by and between Mike Neunfinger and Sigrid Jacobsen, as trustees for The Mike Neunfinger and Sigrid E. Jacobsen Revocable Trust, which owns that certain real property located at 746 Madison Street, Santa Clara CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possess fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2014 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-050, and generally located at the street address 746 Madison Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on March 9, 2015. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Primary Record is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of Interior's Rehabilitation Standards," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "10-Year Restoration Maintenance Plan," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be

conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

**(4) Provision for Information.**

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

**(5) Cancellation.**

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement; or
- (ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

- (i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;
- (ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.
- (iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

**(6) No Waiver of Breach.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in

equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

**(7) Mediation.**

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the City of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

**(8) Binding Effect of Agreement.**

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the City, public (which includes, but is not limited to the benefit to the public street generally located at 746 Madison Street), and OWNERS.

**(9) Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**CITY:** City of Santa Clara  
Attn: City Clerk  
1500 Warburton Avenue  
Santa Clara, CA 95050

**OWNERS:** Mike Neunfinger and Sigrid Jacobsen  
746 Madison Street  
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

**(10) No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

**(11) Hold Harmless and Indemnification.** To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

**(12) Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

**(13) Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

**(14) Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

**(15) Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

**(16) Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

**(17) Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$1,820.00 (one thousand eight hundred and twenty dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

**(18) Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

\_\_\_\_\_  
Julio J. Fuentes  
City Manager

ATTEST:

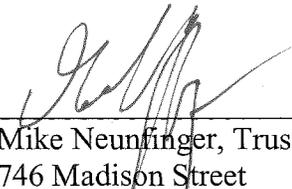
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax Number: (408) 241-6771

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

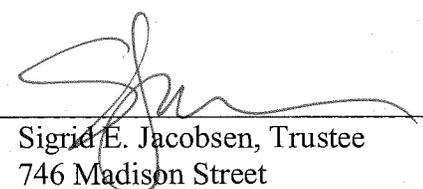
“CITY”

**The Mike Neunfinger and Sigrid E. Jacobsen Revocable Trust,  
Owner of 746 Madison Street**

By: \_\_\_\_\_

  
Mike Neunfinger, Trustee  
746 Madison Street  
Santa Clara, CA 95050  
(408) 247-7781

By: \_\_\_\_\_

  
Sigrid E. Jacobsen, Trustee  
746 Madison Street  
Santa Clara, CA 95050  
(408) 247-7781

“OWNERS”

Exhibits:

- A – Legal Description
- B – Primary Record
- C – The Secretary of the Interior’s Rehabilitation Standards
- D – 10-Year Restoration Maintenance Plan

California All-Purpose Acknowledgment

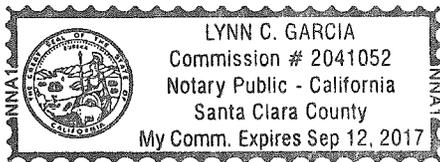
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On April 27, 2015, before me, Lynn C. Garcia, a Notary Public, personally appeared Mike Neunfinger, 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.

Lynn C. Garcia  
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:  
Historic Property Preservation Agreement  
Mike Neunfinger and Sigrid E. Jacobsen  
746 Madison Street Santa Clara, CA 95050

California All-Purpose Acknowledgment

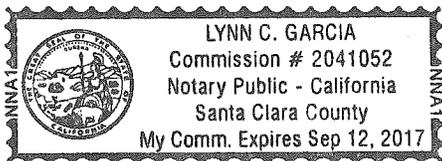
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On April 27, 2015, before me, Lynn C. Garcia, a Notary Public, personally appeared Sigrid E. Jacobsen, 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.

Lynn C. Garcia  
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:  
Historic Property Preservation Agreement  
Mike Neunfinger and Sigrid E. Jacobsen  
746 Madison Street Santa Clara, CA 95050

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 269-26-050**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT EIGHT (8) AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE SPEAR ESTATE SUBDIVISION OF BLOCK 3 S. RANGE 5 W. IN THE TOWN OF SANTA CLARA, STATE OF CALIFORNIA", AND WHICH SAID MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 3, 1899 IN BOOK "F1" OF MAPS, PAGE 19.

State of California — The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary# \_\_\_\_\_  
 HRI# \_\_\_\_\_  
 Trinomial \_\_\_\_\_  
 NRHP Status Code \_\_\_\_\_

Other Listings Review Code \_\_\_\_\_  
 Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 14

\*Resource Name or #: (Assigned by recorder) *Spear/Morrison House*

P1. Other Identifier: *None*

\*P2. Location:  Not for Publication  Unrestricted \*a. County *Santa Clara*

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; unsectioned; *Mt. Diablo B.M.*

c. Address *746 Madison Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone \_\_, \_\_ mE/ \_\_ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

*Assessor's Parcel Number: 269-26-050*

*West side of Madison Street between Lexington and Santa Clara Streets*

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

*746 Madison Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the first quarter of the twentieth century. The homes have similar setbacks from the street with urban sized front yards. The lots have varying widths, ranging from 69' to 45' with most being 50.' Like the surrounding blocks, the streetscape is a pleasant one which evokes the sense of an early twentieth century neighborhood. The primary building on the site is a 1451 sq. ft., single-family, one-story house, originally constructed as a 2-story home circa 1866 and re-constructed in 1901 following a fire that destroyed the 2nd story. As a result, it exhibits elements of the Colonial Revival architectural style while retaining visible characteristics of its Italianate origin.*

(Continued on page 2, form 523L)

\*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



\*P5b. Description of Photo: (view, date, accession #)

*Front façade (view toward southwest) Photo No: 100\_1209, 09/2014*

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both

*Ca. 1866/1901*

*Sanborn maps; Polk City & County Directories, Assessor's Records, Poll Lists, Census Records*

\*P7. Owner and Address:

*Neunfinger M. & Jacobsen Trust  
 746 Madison Street  
 Santa Clara, CA 95050*

\*P8. Recorded by: (Name, affiliation, and address)

*Lorie Garcia  
 Beyond Buildings  
 P.O. Box 121  
 Santa Clara, California 95052*

\*P9. Date Recorded: *October 7, 2014*

\*P10. Survey Type: (Describe) *Intensive*

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *None*

\*Attachments:  NONE  Location Map  Continuation Sheet  Building, Structure, and Object Record  Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  Artifact Record  Photograph Record  Other (List):

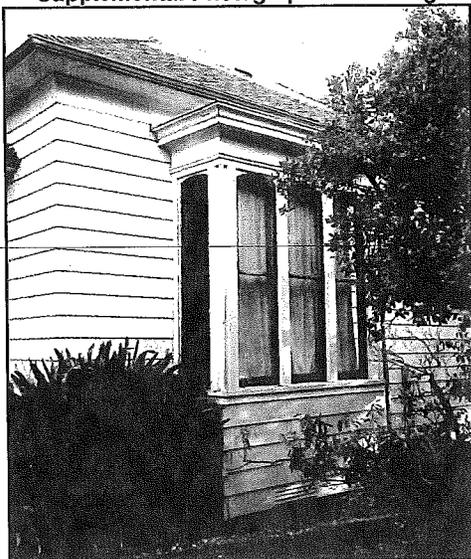
(Continued from page 1, Form 523A, P3a. Description)

The house is situated on a lot located in the center of the 700 block of Madison Street, between Lexington and Santa Clara Streets. Fronting roughly east onto Madison Street, it is set back from the street on its 60" x152", 9,120 sq. ft., lot, allowing for a cultivated lawn, large trees and narrow planting beds with ornamental shrubbery. Large street trees shade this front of the property. A straight concrete walkway, leads from the Madison Street sidewalk to the front entry. A narrow, dirt, side yard with shrubbery is located on the north side. A driveway, which opens onto Madison Street, is located on the south side of the house and leads to a detached garage with a long extension that is set to the rear of the house. Large trees located between the house and the driveway shade the building's south elevation. The large rear yard includes several large trees, narrow concrete walkways, bricks and a detached, wooden, shed/workroom, which is set to the rear of the house on the north property line.

The plan of this wooden single family residence is rectangular with a combination medium-pitched, hipped and gabled roof. The roof is sheathed with composition shingles. The moderate roof overhang on the main body of the house has boxed eaves. On the rear wing, the eaves have exposed rafter tails. A front facing gable is full pedimental form with molded cornice, with a small, louvered, attic vent centered on the front gable face. This gable shelters a full length, slanted bay, which projects with a broad angle minimizing the distance of the projection. A second bay projects from the south side elevation, near the rear of the main body of the house. This bay, which appears to date from the original construction, is full length, rectangular in shape, with a belt cornice and fascia and siding sheathing the bay below the windows. A gable roofed rear wing, which shows signs of two extensions to the north, projects from the main body of the house. The house is set over a partial basement, which elevates the living area approximately 2 feet above the ground. Wide, horizontal, vinyl siding sheathes the house, shrouding the original horizontal wood siding.

The main entrance is on the front (east) façade. It is accessed by 5 concrete/tiled steps, which lead to a medium sized shed-roofed porch. The steps have supplemental wrought-iron railings, which were not part of the original building. At the open edge of the porch, the roof rests on one wrought-iron (new) column. A wrought-iron railing connects the column to the house and the column to the outermost step railing. A similar wrought-iron column supports the inner roof corner. The front (main) door is constructed of wood with 2 small wood panels over a fixed window in the top half, and a decorative wood panel in the bottom half. This entry door is offset on the porch. A secondary entry is on the rear (west) facade centered in the original section. It is sheltered by a shed roof overhang supported by 4 knee braces. The rear entry door is wooden with a rectangular 2 light window, Two concrete steps leading to a concrete stoop provide access to the rear door. The basement entry is located near the rear of the rear wing's south side elevation.

Supplemental Photograph or Drawing



Fenestration is simple, rectangular in form, vertically oriented, paired and single double-hung wooden windows. The windows of the main body of the house are framed with wide boards and have a projecting sill. Those of the rear wing have a narrow board framing it underneath in place of a sill. The front wall of the front facing bay contains a large square fixed window surmounted by a narrow rectangular, horizontally orientated, fixed window. The fenestration of the bay's slanted sides consists of narrow one-over-one double-hung windows. Fenestration of the rectangular bay on the south side elevation consists of tall, narrow, rectangular, 1/1 double-hung windows. Those of the front wall consist of a ribbon of three windows; each side contains a single window. The top sash of each window has a frame with an arched upper edge.

Set to the rear of the house, on the north property line, is a small, rectangular gable roofed, shed/workshop structure. This wood building of board and batten construction appears to date to the original construction of the house.

**Description of Photo:** (view, date, accession #)  
South side elevation. (view toward north) showing Italianate bay existing from initial construction, Photo No: 100\_1232, 09/2014.

(Continued on page 3, Form 523L)

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

Page 3 of 14

\*Resource Name or # (Assigned by recorder) *Spear/Morrison House*

\*Recorded by: Lorie Garcia

\*Date 10/07/2014

Continuation  Update

(Continued from page 2, Form 523L)

*The rectangular, wood-framed garage is set on the south property line at the end of the long driveway from Madison Street. The street-facing low-pitched, gable roof is covered in composition shingles and has a large flat extension protruding from the gable front. Attached to the rear of the garage and extending to the west property line, is a narrower wood building. Horizontal siding sheathes both structures. On the garage's north side elevation is a wooden man-door, constructed with 2 long, vertical panels over 2 shorter ones and a 6-light wood framed window. Entry into the attached building is by a 5 panel wooden door set into the building's north elevation. Two wood framed 6-light windows are also set into this elevation.*

*The property is in reasonably good condition and although it has been altered with the addition of vinyl siding, tiled front porch and steps, addition of wrought-iron columns and railings and expansion of the rear wing, it still retains its historic integrity in its massing, form, land use and stylistic features.*

\*NRHP Status Code N/A

Page 4 of 14

\*Resource Name or # (Assigned by recorder) *Spear/Morrison House*

- B1. Historic Name: *Old Spear Dwelling*  
 B2. Common Name: *None*  
 B3. Original Use: Single family residential B4. Present Use: *Single family residential*  
 \*B5. Architectural Style: *Italianate/Colonial Revival*

\*B6. Construction History: (Construction date, alterations, and date of alterations)  
*Based on the 1866 Property Owner's list and the 1869 Poll List, the building appears to be constructed circa 1866. It appears in the same location on the 1891 Sanborn Map as a 2 story dwelling. On the same map a small detached shed building is shown near the back of the house. It still exists today. Following a 1901 fire, which destroyed the second story, the house was rebuilt as a 1-story dwelling. As shown on the 1901 Sanborn Map, alterations made at this time consisted of some changes to the exterior form, including the addition of a front facing bay window. Also on that map, a long shed building is shown on the rear (west) property line (now removed). Prior to 1915, the rear wing was widened, and again after 1950. In the 1970s (estimated) vinyl siding was applied to the exterior surface and the porch was tiled with wrought-iron supports replacing the original wooded ones. At some time after 1950 (date unknown), a front facing detached garage with a long rear addition was added adjacent to the south property line.*

- \*B7. Moved?  No Yes Unknown Date: \_\_\_\_\_ Original Location:  
 \*B8. Related Features:

*Detached garage facing Madison Street, located to rear of the house on south property line. Small detached shed near rear of the house.*

- B9a. Architect: *not known* b. Builder: *not known*  
 \*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old Quad  
 Period of Significance 1880-1935 Property Type Residential Applicable Criteria none  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

*The parcel located at 746 Madison Street is a portion of a larger tract of land that had been identified as Block 3 South, Range 5 West, of the original survey of the City of Santa Clara. This survey, done July 1866 by J. J. Bowen and recorded on August 22 of that same year, forms the basis for the part of Santa Clara known as the "Old Quad."*

*Framed by Lexington, Madison, Santa Clara and Jefferson Streets, by 1866 Block 3S, Range 5W had been subdivided into two Town Lots. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1 was a 42826 sq. ft. tract, owned by Silas Belknap, a 46 year-old farmer from Kentucky. He had a frame house, a barn and an orchard on his property. The owner of Lot 2, also a 42826 sq. ft. tract, was 57 year-old William Morrow, a minister and physician, originally from New Jersey, who resided here with his*

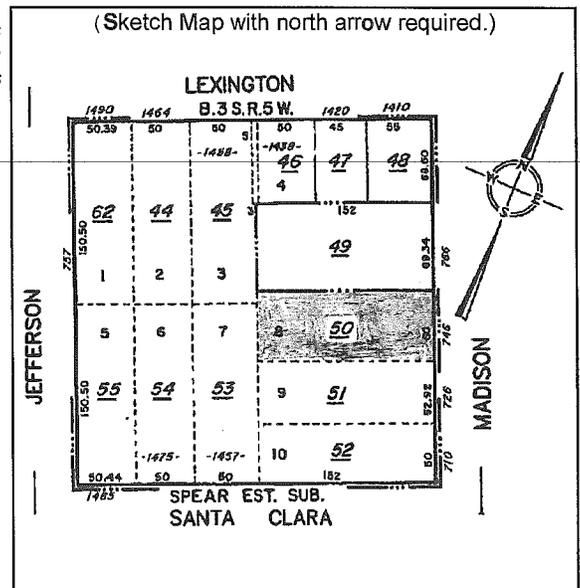
(Continued on page 5, Form 523L)

- B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*  
 \*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; Polk and Husted City Directories, 1906-1964; Poll List – Santa Clara Election District, 1868; San Jose Mercury Herald 8/30/1915, 4/22/1916, 10/16/1917, 10/06/1919, 6/12/1921, 9/08/1921; Sanborn Fire Insurance Maps 1891, 1901, 1915, 1930, 1950; Santa Clara Journal 9/09/1921; The Evening News, San Jose, California, 11/9/1887, 1/11/1890, 7/21/1891, 8/30/1898, 5/09/1901; United States Federal Census, 1860, 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

- \*B14. Evaluator: *Lorie Garcia*  
 \*Date of Evaluation: *October 7, 2014*

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary #  
HRI #  
Trinomial

Page 5 of 14

\*Resource Name or # (Assigned by recorder) Spear/Morrison House

\*Recorded by: Lorie Garcia

\*Date 10/07/2014

Continuation  Update

(Continued from page 4, Form 523B, B10. Significance)

wife, Harriet. The improvements on his lot were a frame house, a orchard and vineyard and, according to the 1868 Poll List, his residence was located on Madison near Santa Clara Street. The subject property, fronting on Madison, is located on a portion of Lot 2.

As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 3S, R5W was the same as shown nine years earlier on the 1866 survey. Although the previous owner of Lot 1 had moved to Tulare County, Lot 2 was still owned and occupied by William Morrow and his wife, Harriet.

By 1880, both Lots 1 and 2 had been purchased by the 69 year-old farmer, Louis Spear. Originally from New York, he and his wife, Eliza had moved to Santa Clara from Napa. Although he owned extensive property in the Town of Santa Clara and in both Santa Cruz and Mendocino Counties, according to the 1880 Census, Louis and his 66 year-old wife were residing on this property.. (Their home, believed to be the prior home of William Morrow, was located at 746 Madison Street, later Lot 8 of the Spear estate Subdivision).

Louis Spear had passed away by late 1887, as evidenced by a petition filed on November 9th of that year by his surviving wife, Eliza, testifying as to the value of his estate and who were his heirs. Controversy over these items continued until January, 1890, when G. C. Jenkins, administrator of Louis Spear's estate, filed a petition with the court "asking that the administration be closed and the entire estate set apart for the widow, Eliza Spear." This petition was granted. Eighteen months later, on July 20, 1891, Eliza Spear "an old and respected resident of Santa Clara," passed away and on November 6th her will was admitted to probate.

The December 1893 Map of the Town of Santa Clara drawn by C. E. Moore, the official Santa Clara Surveyor, illustrates the 10 lots into which the B3S R5W Spear property had been subdivided. Not included in this subdivision was the 68' 11" by 152' parcel which was already owned by Mrs. A. Brooks. However, while this block was now officially subdivided, several factors would result in numerous delays in settling Eliza Spear's estate before the sale of the lots could occur. Finally, In April 1896, Edwin A. Wilcox, administrator of Eliza Spear's estate petitioned "for leave to sell the real estate of the estate," and the following month the order of sale was granted. Problems with the estate still existed, however, and it wasn't until two years later that finally sales of the Spear estate subdivision lots would occur, On August 30, 1898, the following notice of the sale of the first two lots appeared in The Evening News, "Estate of Eliza Spear, to M. J. Glennon - Lot 8, Spear estate subdivision of B3S, R5W, town of Santa Clara; also L 9, same subdivision, \$900." (Lot 8 is the lot upon which the subject residence at 746 Madison Street is located.) By the end of the year all ten lots had been sold.

Five of the Spear estate subdivision's ten lots appeared to be purchased as investment properties and would change hands within the following two years. By the time the 1901 Sanborn Fire Insurance map was drawn, it shows that new houses had been constructed on six of the 10 lots. Lot 8, however, had an existing residence on it. at the time of its purchase; the two-story home known as the "old Spear dwelling," Shortly after his acquisition of Lot 8 from the Spear estate, M. J. Glennon, a major real estate developer who owned several parcels of land in the Town of Santa Clara, rented the house on Lot 8 to A. (Amasa) J. (John) Morrison and his family.

A. J. Morrison, also known as John A. Morrison, had immigrated from Canada a decade earlier and become a naturalized citizen shortly thereafter. He arrived in Santa Clara in 1889, where first, he opened a cigar store, and then established a blacksmith shop at 1041 Washington Street (the corner of Washington and Franklin Streets). The 40 year-old A. J. Morrison, moved into the home with his 25 year-old wife, Mamie, his 16 year-old daughter, Eva, and 14 year-old son, Lee (from his first marriage) and their son Roy, age 2. Unfortunately, less than 2 years later, on April 21, 1901, a fire broke out in the home causing considerable damage to the structure. That day's issue of The Evening News covered the story describing it as follows:

"DWELLING BURNED. FIRE IN SANTA CLARA DOES MUCH DAMAGE."

"A Sunday afternoon fire badly damaged the old Spear dwelling at 746 Madison Street, Santa Clara, opwned by M. J. Glennon and occupied by John A, Morrison and family.

The little four-year-old boy of Mr. Morrison was in one of the bedrooms up stairs, and it is supposed that while playing with matches, he set fire to some of the bed clothing. The flames spread rapidly. The family was at dinner when the fire was

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\*Recorded by: Lorie Garcia

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*discovered and the entire second story was in flames when the alarm was sounded.*

*A stormy wind made the fire appear very dangerous, but the fire ladders fought the flames and soon had them under control. The second story was badly gutted, the frame only remaining. The first story was damaged by smoke and water. The total loss is estimated at \$1400, which is partly covered by insurance, to the amount of \$1000 in a company represented by Rood Brothers."*

*Two weeks later, on May 9th, The Evening News reported the sale of Lot 8 by M. J. Glennon to A. J. Morrison for \$650. When A. J. Morrison rebuilt the home he now owned, he did so as a single-story house. As the first story was restorable it was maintained, a new roof was constructed and, as the 1901 Sanborn Fire Insurance map shows, the existing story acquired a new, "modern," front facing bay and some slight alterations to its floor plan.*

*As the decade passed, Eva Morrison married and moved away. By 1910, the Morrison family residing at 746 Madison consisted of A. J., Mamie, Lee and Roy. Lee, now, 24, was employed as a Timekeeper at the Pacific Manufacturing Company and Mamie was working as a typsetter at the Santa Clara Journal. Roy was in school. Besides his business, A. J. was very active in the Santa Clara Lodge No. 52, I.O.O.F. and Mamie in the Rebekah Lodge, the I.O.O.F. woman's component, especially in the Rebekah Lodge's, Clara Sewing Circle. Also, it is obvious that over the years A. J. Morrison had maintained connection with his Canadian roots, as Santa Clara was all abuzz when, on August 30, 1915, C. McNeil, the Secretary of the Governor-General of Canada paid a visit to his "old schoolmate," at Amasa's Madison street home.*

*The advent of World War I, brought new civic involvement for the A. J. Morrison family. On April 21, 1917, the Home Guards of Santa Clara was formed and A. J. Morrison was among the many community leaders who immediately joined. Then 19 year-old Rpy Morrison along with his friend Victor Regnart, enlisted in the Navy ("the Mosquito Fleet") and in mid- October received notice to report to the San Pedro Naval Station for training. A July 1918 notice in the paper, informed people that he had arrived safely in France. Roy Morrison would not return home until October 1919, after spending "many strenuous months overseas." When the Federal Census was taken on January 8, 1920, it showed all the Morrisons, A. J., Mamie, Lee and Roy living together at 746 Madison Street. A. J., now 61 years-old, still was operating his blacksmith shop but Mamie was now longer working. Lee was now a watchman at the cannery and Rpy was working for the Railroad as a machinist.*

*On June 4, 1921, Roy Morrison married Florence Anderson, the daughter of Mr. and Mrs. James Anderson, prominent Cupertino residents. News of the nuptials, which appeared in both The Evening News and the San Jose Mercury Herald, described the bride as "a popular member of the younger set and a talented musician," pointing out that she was a gifted pianist and graduate of the Worcester School of Music, doing post-graduate work since that time. Roy was called "one of our sterling chaps." After noting he was the son of Mr. and Mrs. A. J. Morrison of Santa Clara the story went on to say that "he is a vocalist of ability" and "has always given freely of his talent to social and charitable affairs." Coverage of the wedding pointed out that, Roy "was one of the first of the Santa Clara boys to enlist in the navy during the war and served "many months with the mine laying fleet in the North sea and after the armistice held the position of storekeeper on the great transport, Imperator." The article ended with pointing out that Roy was a valued employee of the Pratt-Low-Preserving Company, "held in high esteem by both employers and co-workers."*

*Three months later, on September 5, 1921, 63 year-old, Amasa J. Morrison unexpectedly passed away. His obituary described what had occurred as follows: "He was engaged in cutting the lawn at his home when he went into the house and sat down on a chair and started to read the morning paper when he passed away before medical help could be summoned." The inquest held the following day, found that his "death was due to internal hemorrhage." Three days later, services for this "well-known resident of Santa Clara," were conducted at their family home at 746 Madison Street, as was the usual practice at that time. Reverend J. W. Webb, pastor of the Christian church conducted the home services and members of the Santa Clara Lodge No. 52 I.O.O.F. conducted the services at the grave site in the Santa Clara cemetery (today's Mission City Memorial Park). Among the prominent Santa Clara residents who acted as pall-bearers were his close friends F. S. Grandin Bray and L. V. Garrigus.*

*Following her husband's death, Mamie Morrison continued residing at 746 Madison Street until 1927. After that time, she rented the house to a series of short-term occupants. In 1927, an elderly couple of immigrants from France, Henry and Nellie Boivin, rented the*

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home. In 1928, it was occupied by Eklemr T. Craig, a dirver, and his wife, Julia, and in 1929, William J. Baker, an engineer, and his wife, Mattie, lived here. The home stood vacant in 1930, then Mamie Morrison returned for a portion of 1931. In 1932 -1933, Albert W. Mckinney, a mechanical engineer, and his wife, Jessie, occupied the property. They were followed by William H. Young, a clerk for W. P.. Kiely, who lived in the residence with his wife, Mattie, in 1934 and 1935.. Mamie Morrison passed away on February 13, 1935, and was buried next to her husband in the Santa Clara Cemetery (MCMP). Following her death, the property at 746 Madison (valued at \$3,000 in 1940) was purchased by Albert Staats.

Albert Staats had been born in Illinois like his father, and had a German Immigrant mother. They came to Santa Clara in 1901 when Albert was 12 years-old, and settled into a home at 1757 Market Street. His wife,Christine nee Jacobs, had also been born in Illinois. Both of her parents had immigrated from Germany. The Jacobs family arrived in Santa Clara in 1898 when she was 5 years-old. Interestingly, her family had settled into a home at 741 Madison Street, the house across the street from the subject property. Prior to his marriage, Albert Staats worked as a wagon driver for a wood and coal company and then found employment at the Pacific Manufacturinc Company. He would continue to be employed at the PM Mill for the rest of his working years.

Albert and Christine were married in the mid-1920s. In 1926, their first child was born, a son they named William. Two years later, their daughter Patricia was born.. In late 1935, the Staats family, Albert, age 45, Chritine, age 41, William, age 9, and 7 year old Patricia, moved from where they had been living in San Jose, into their newly purchased residence at 746 Madison Street. Me mbers of the family would continue to own this home and reside here for the following 75+ years.

Except for his time of service in the navy during WWII, William, who was employed as an Assistant Clerk at the Bank of America in Santa Clara, lived here until 1955. In the late1960s, Albert Staats passed away and Patricia, who never married and had become a school teacher, teaching Kindergarten first at Horace Mann Elementary School in downtown San Jose and later in the Alum Rock School District, lived here with her mother, Christine. Following Christine's death Patricia continued residing at 746 Madison Street until she passed away in 2011. The House sat vacant until May 2014, when it was purchased by Mike Neunfinger and Sigrid Jacobsen.

The building and site at 746 Madison Street have been occupied by a number of residents over the 130+ years of its existence, but none of these families appear to be significant to the history of the region, Nation or State. Neither are there events associated with the building which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register based on criteria A or B. While it would not appear to be eligible individually for the National Register under Criterion C, the building does contribute to a potentially eligible district.

The property does not appear to be eligible for the California Register of Historical Resources based on Criteria 1 or 3. However as it is associated with the lives of the Spear and Morrison families, persons important to local history, it does appear to be eligible for the California Register under criteria 2, at a local level..

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource."

**Criterion A: Historical or Cultural Significance**

No.3. A The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

*This property is associated with A. J. Morrison, an important member of the group of immigrants from Canada, who made significant contributions to both the social and civic life in the Town of Santa Clara.*

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No.5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

*As the land was developed within the town limits, early in the formation of the Town of Santa Clara, the blocks of land were divided into large parcels, which were settled by new residents who developed their parcels as small farms. The building at 746 Madison Street is believed to be was one of those constructed circa 1866, as the residence on one such small farm parcel..*

**Criterion B: Architectural significance**

No.1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

*This residence retains visible characteristics of the Italianate architectural style, a dominant style at the time of its original construction. When it was partially restored in 1901, following a disastrous fire that destroyed its second story, the reconstruction utilized the neo-classical elements of the Colonial Revival architectural style, which had become the most popular architectural style at the turn-of the twentieth century.*

**Criterion C: Geographic significance**

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

*The neighborhood in which the subject property is located is in an area of Santa Clara's "Old Quad," which had its blocks divided into large parcels and mostly settled by the 1860s, by arrivals who established small farms on their property. By the 1890s, death had claimed many of the original settlers and, as the area re-developed at the turn-of-the-century, to meet the escalating need for additional housing the original properties were divided into several smaller lots and sold to new owners who then constructed new homes on the new lots.*

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

*The majority of the residential structures on the block where this home is located, maintain their original configuration and integrity from the time of their construction, in the last part of the nineteenth and first part of the twentieth century. Built circa 1866, and partially re-constructed in 1901, the home at 746 Madison Street is compatible with the neighboring properties, Taken as a whole, the block's street face remains that of a well maintained early twentieth century neighborhood in Santa Clara.*

**Definition of Integrity**

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register criteria recognize seven aspects to integrity. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects. The modern test of integrity according to the Office of Historic Preservation is to stand on the sidewalk and ask yourself the following question: "Does the resource display enough of what made it significant for its historical period that it can be easily grasped by the average passerby?"

Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

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**Evaluation of Integrity**

*The most stylistic elements of the property's architectural style are intact. Except for the widening of the rear wing, both prior to 1915 and after 1950, the building form, size and massing appears to be unaltered from its form following the 1901 reconstruction, as verified by the Sanborn Fire Insurance maps. The building is representative of the development of the "Old Quad" area during the last half of the 19th and early 20th Century and is important to the integrity of the historic area in which it is located. The building has been altered in terms of surface treatment by the application of vinyl siding to the exterior wall surface and wrought iron porch roof supports have replaced the original wooden ones. This has reduced the level of significance. However, the original horizontal siding is retained under the vinyl siding and can be uncovered in the future and historically accurate wooden porch supports can be installed. Nevertheless, sufficient character defining features and building form of the historic residence have been preserved and retained, which convey the historical significance or origin of the building. The historical use of the building has not changed and it remains a single family home.*

*The evaluator finds 746 Madison Street to retain sufficient integrity to qualify as a historic property and will be further important if the vinyl siding is removed and porch supports replaced. The building appears to be, based on compliance with the Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.*

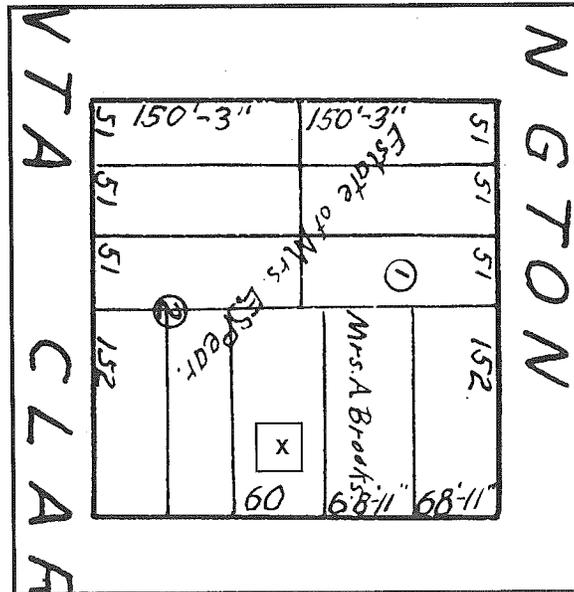
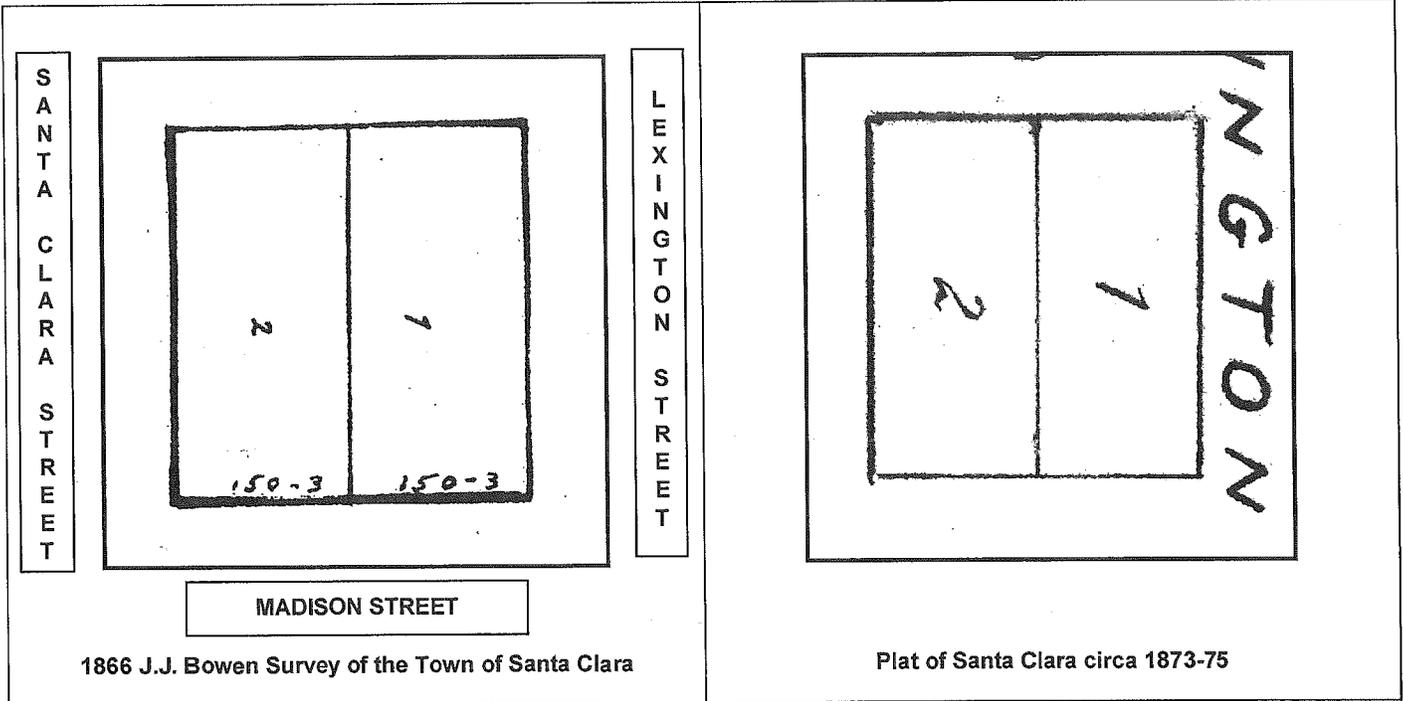
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HISTORIC MAPS



1893 C.E. Moore Map of the Town of Santa Clara  
 (X indicates location of Lot 8 - 746 Madison St.)

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Update

**SANBORN FIRE INSURANCE MAPS**

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X marks 746 Madison Street

1891 Sanborn Fire insurance Map

X marks 746 Madison Street

1901 Sanborn Fire insurance Map

X marks 746 Madison Street

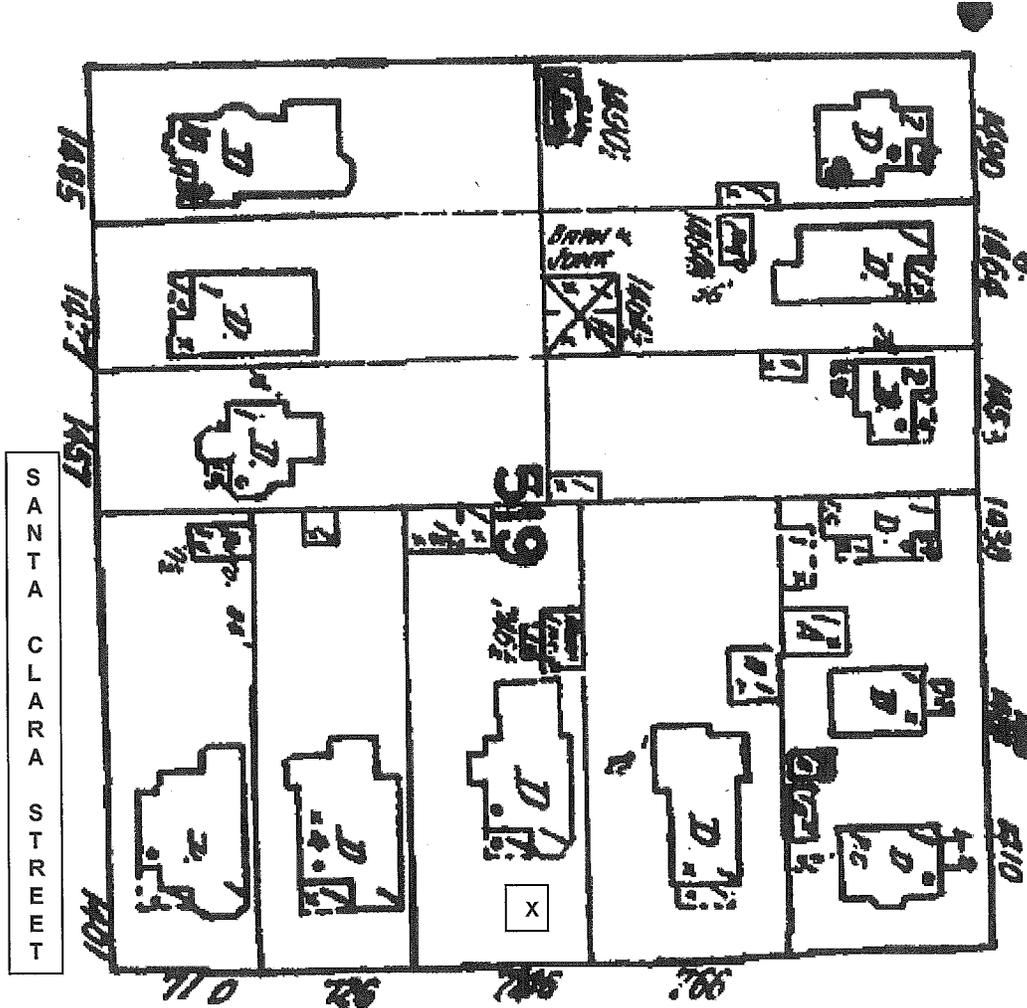
1915 Sanborn Fire insurance Map

X marks 746 Madison Street

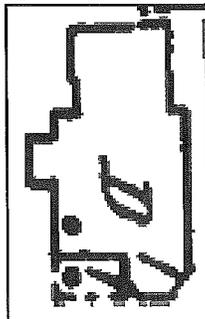
1930 Sanborn Fire Insurance Map

SANBORN FIRE INSURANCE MAPS continued

1950 Sanborn Fire Insurance Map



X marks 746 Madison Street



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**Additional Photos**

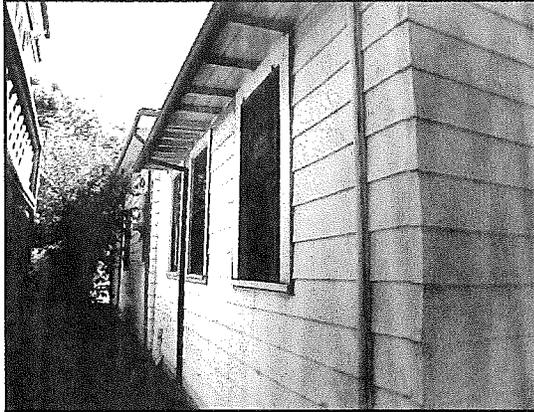


Photo No: 100\_1237; View: North side elevation from rear  
Photo Date: Sept., 2014; Camera Facing: NE



Photo No: 100\_1213; View: South side elevation from front  
Photo Date: Sept., 2014; Camera Facing: SW



Photo No: 100\_1215; View: South side elevation  
Photo Date: Sept., 2014; Camera Facing: N

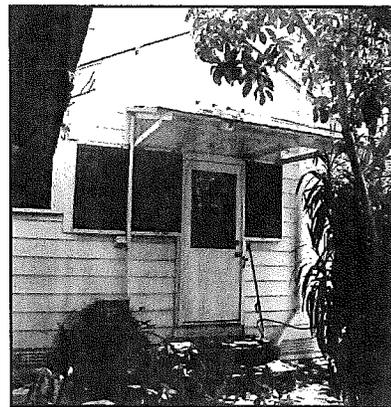


Photo No: 100\_1235; View: Rear facade showing back entry  
Photo Date: Sept., 2014; Camera Facing: NE

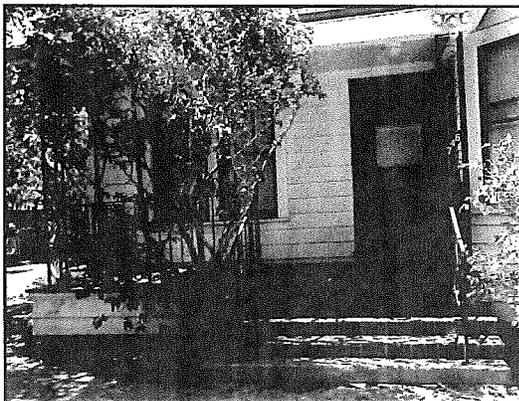


Photo No: 100\_1257; View: Front porch  
Photo Date: Sept., 2014; Camera Facing: SW

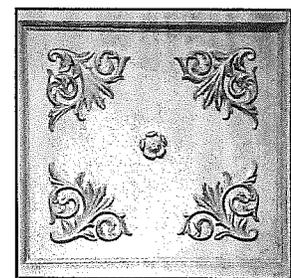
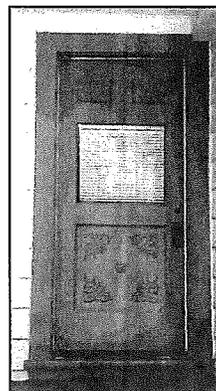


Photo No: L, 100\_1246; R, 100\_1248  
View: L.- Front (main) Door; R.- Door's decorative panel  
Photo Date: Sept., 2014; Camera Facing: L.- SW; R.- SW

**Additional Photos continued**

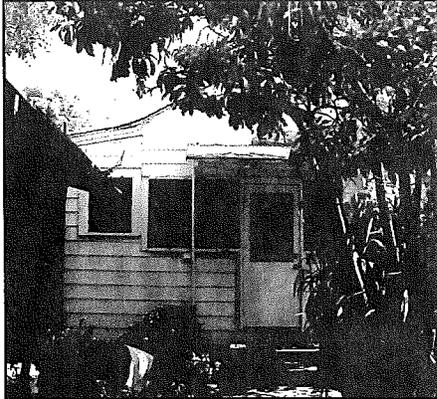


Photo No: 100\_1221; View: Rear facade showing 1st expansion  
Photo Date: Sept., 2014; Camera Facing: NE

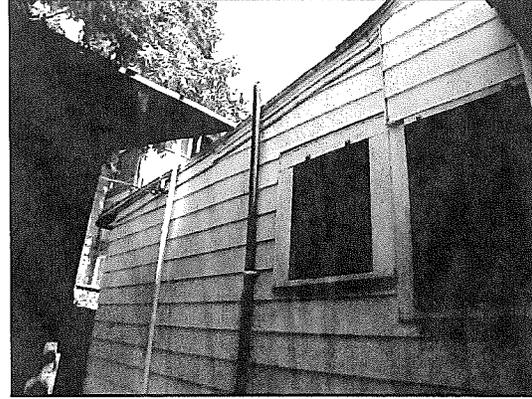


Photo No: 100\_1238; View: Rear showing 1st & 2nd expansion  
Photo Date: Sept., 2014; Camera Facing: N

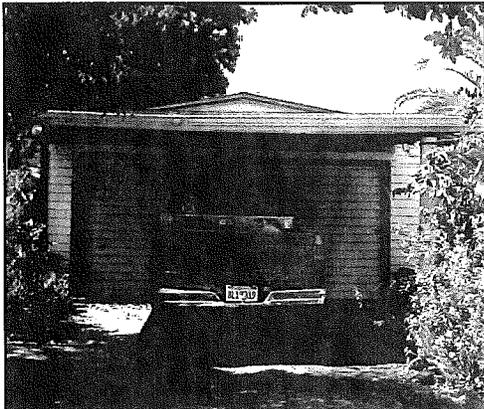


Photo No: 100\_1214; View: Garage front  
Photo Date: Sept., 2014; Camera Facing: SW

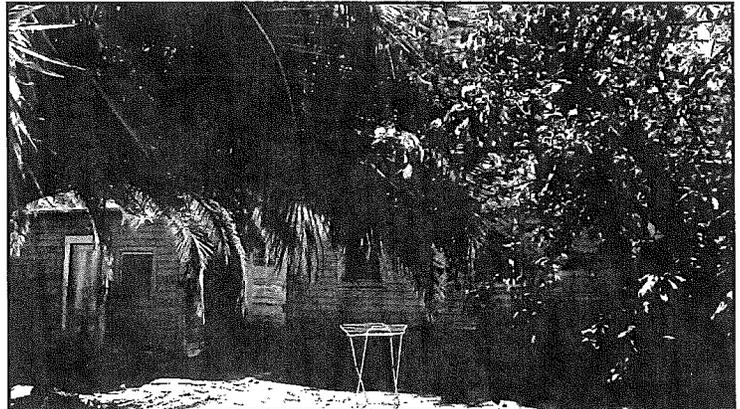


Photo No: 100\_1222; View: Garage & attached bldg. , north side elevation  
Photo Date: Sept., 2014; Camera Facing: SE

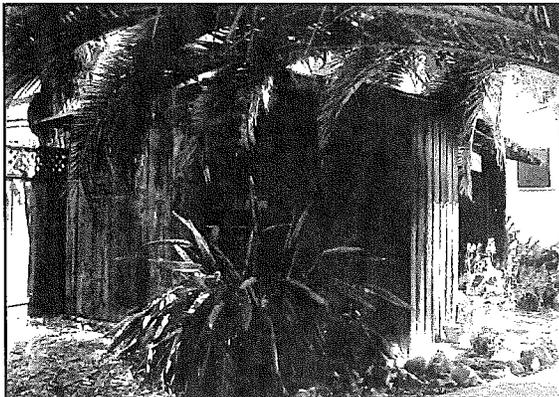


Photo No: 100\_1223; View: Shed - west end  
Photo Date: Sept., 2014; Camera Facing: NE

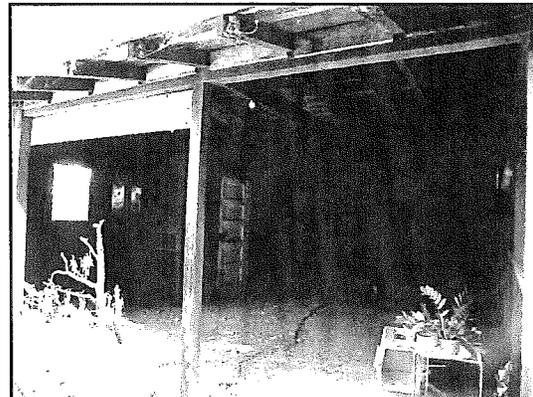


Photo No: 100\_1234; View: Shed interior showing small enclosed room  
Photo Date: Sept., 2014; Camera Facing: NW

# The Secretary of Interior's Rehabilitation Standards

## Exhibit "C"

"Rehabilitation means the process of returning a property to a state of utility, through repair of alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

The following "Standards for Rehabilitation" shall be used by the Secretary of the Interior when determining if a rehabilitation project qualified as "certified rehabilitation" pursuant to the Tax Reform Act of 1976, the Revenue Act of 1978, and the Economic Recovery Tax Act of 1981. These standards are a section of the Secretary's "Standards for Historic Preservation Projects" and appear in Title 36 of the Code of Federal Regulations, Part 67 (formerly 36 CFR Part 1208)

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

### **GUIDELINES FOR APPLYING THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION**

The following guidelines are designed to help individual property owners formulate plans for the rehabilitation, preservation, and continued use of historic buildings consistent with the intent of the Secretary of the Interior's "Standards for Rehabilitation" types, sizes and materials. They apply to permanent and temporary construction on the exterior and interior of historic buildings as well as new attached or adjacent construction.

Techniques, treatments, and methods consistent with the Secretary's "Standards for Rehabilitation" are listed in the "recommended" column on the left. Not all recommendations listed under treatment will apply to each project proposal. Rehabilitation approaches, materials, and methods which may adversely affect a building's architectural historic qualities are listed in the "not recommended" column on the right. Every effort will be made to update and expand the guidelines as additional techniques and treatments become known.

Specific information and preservation technology may be obtained by writing to the Technical Preservation Services Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240, or the appropriate State Historic Preservation Officer. Advice should also be sought from qualified professionals, skilled in the preservation, restoration, and rehabilitation of old buildings.

## B. Description of Planned Restoration efforts for 746 Madison Street, Santa Clara

| Year | Planned Projects  |
|------|---|
| 2014 | Copper plumbing, new main water line into house from street, new sewer line 80 feet to street, upgraded electrical from 60-200 Amps   |
| 2015 | Further electrical upgrades to replace knob-and-tube wiring and add additional outlets throughout. Repair all existing windows so that they function properly and lock securely. Remove termite damaged carport to eliminate safety hazard. |
| 2016 | Foundation assessment/inspection and repair, replacement of structural beams under house with extreme termite damage.   |
| 2017 | Addition of a 2nd bathroom placed nearer to bedrooms. Assess whether bedroom layout can be improved by moving interior walls. Front landscaping. Refinish white oak floors.   |
| 2018 | Add central heating to replace floor heater. Remove aluminum siding and restore wood siding underneath. Paint exterior.   |
| 2019 | Update Kitchen including plumbing, countertops, cabinet storage. Update all drain lines leading to main sewer line.   |
| 2020 | Landscaping in rear including trees to add privacy at rear fence.   |
| 2021 | Replace crumbling asphalt driveway and repair or rebuild garage.  |
| 2022 | Evaluate windows and gutters for repair or replacement.   |
| 2023 | Paint interior. Evaluate front porch brick and railing for historical authenticity and replace accordingly.   |
| 2024 | Redesign and rebuild basement access for safer entry from back laundry area.  |
| 2025 | Widen front walkway, replace concrete with brick or pavers  |

## C. Statement of Justification

We bought the home at 746 Madison Street in May of 2014 with the intent to move into it as the primary residence for our family within 2 years. We have lived a block away on Homestead Road for 10 years and are Old Quad residents who love and value the historical charm and character of our neighborhood. We have enjoyed observing the process of neighbors restore historical homes and are excited to begin this adventure with the home at 746 Madison. One of the features we most love about this house is that it has been minimally updated in the last 50 years. As we learn more about the history of this house, we will use the information to guide our decisions as we restore the home and improve the comfort level to meet today's standards. We have invested considerably this year to ensure the electrical is safe and plumbing is functional for occupancy. All work was done by professionals with high standards. We will apply the same care and standards to all future projects. The house is in need of a lot of TLC and we are committed to making the investments for our future home. The additional costs of work on a house of this age are considerable, so a possible tax reduction through a Mills Act Contract is welcome.

This block of Madison street includes many homes on the historical registry and adding number 746 to the registry will ensure that not only the home, but also the street, will maintain its charm and period atmosphere. We understand the value of maintaining historical character for the sake of the home, and also the street, and Old Quad neighborhood.

## 8. PUBLIC MEETING ITEMS

**8.A. File No.(s):** **PLN2015-10998**  
**Location:** 746 Madison Street, a 9,120 square foot parcel, APN: 269-26-050; property is zoned Single-Family Residential (R1-6L)  
**Applicant/Owner:** Sigrid Jacobsen and Mike Neufinger  
**Request:** **Mills Act Contract** request for a local historic resource  
**CEQA Determination:** Historical Resources under the Provisions of Public Resources Code section 21084.1  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** Recommend approval

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Discussion:** Mr. Lacey introduced the application to the Commission. The applicant was present for the discussion. No comments were received during public comment period. The Commission noted its support for the Mills Act contract.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to recommend that the Mills Act contract be approved. (6-0-0-1, McKee Absent)

**8.B. File No.(s):** **PLN2014-10745**  
**Location:** 1175 Madison Street, a 7,625 square foot parcel located approximately 75 feet south of Fremont Street, APN: 269-13-068; property is zoned Single-Family Residential (R1-6L).  
**Applicant/Owner:** Todd Kleinheinz  
**Request:** **Design Review** to allow the demolition of a garage and storage buildings and the construction of a 975 square foot addition to the residence, with a 1,000 square foot basement  
**CEQA Determination:** Categorically Exempt per CEQA Section 15301 – Existing Facilities  
**Project Planner:** Gregory Qwan, Planning Intern II  
**Staff Recommendation:** Recommend approval

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Discussion:** Mr. Lacey gave a brief presentation to the Commission. The applicant was present for the discussion and answered questions from the Commission. No comments were received during public comment period. The Commission noted its support for the proposal.

**Motion/Action:** Motion was made by Luckinbill, seconded by Estes to recommend that the project be approved. (6-0-0-1, McKee Absent)

**8.C. File No.(s):** **PLN2015-10929**  
**Location:** 1240 Lewis Street, a 4,021 square foot parcel located on the south side of Lewis Street, approximately 115 feet west of Jackson Street, APN: 269-03-090; property is zoned Single-Family Residential (R1-6L)  
**Applicant/Owner:** Silvio Canudo



## Historical & Landmarks Commission Staff Report – April 2, 2015

### Agenda Item # 8.A.

File: **PLN2015-10998**  
Location: 746 Madison Street, a 9,120 square foot parcel (APN: 269-26-050).  
Property is zoned Single-Family (R1-6L).  
Applicant/Owner: Sigrid Jacobsen and Mike Neufinger  
Request: **Mills Act Contract** request for a local historic resource.  
CEQA Determination: Historical Resources under Public Resources Code Section 21084.1  
Project Planner: Shaun Lacey, AICP, Assistant Planner II

**Recommendation: Recommend that the City Council approve a Mills Act Contract for the subject property**

---

### **PROJECT DESCRIPTION**

The owners of the property located at 746 Madison Street are requesting approval of a Historic Property Preservation Agreement (Mills Act Contract). The property was added to the City's List of Architecturally or Historically Significant Properties on February 10, 2015.

### **ANALYSIS**

Attached is a proposed 10-year Plan for preservation and restoration efforts, which includes foundation repair and exterior restoration efforts among other upgrades. The owners' statement of justification for the Mills Act Historical Property designation is also attached for reference.

A DPR 523A Form was prepared by Lorie Garcia of Beyond Buildings and is attached for review. The property includes a one-story house, originally constructed sometime around 1866 before being rebuilt in 1901. The house was designed with elements of a Colonial Revival architectural style.

### **ENVIRONMENTAL DETERMINATION**

The proposal is determined to not be a project under Historical Resources Code Section 21084.1.

### **PUBLIC NOTICE AND COMMENTS**

The notice of public meeting for this item was posted at three locations within 300 feet of the project site and was mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this report.

### **STAFF FINDINGS AND RECOMMENDATIONS**

Based upon the analysis and findings of the historical evaluation and the proposed 10-year restoration and maintenance plan, staff recommends that the Commission forward a recommendation of approval to the City Council for a Mills Act Contract for the property.

### **DOCUMENTS RELATED TO THIS REPORT:**

- 1) 10-Year Restoration Maintenance Plan and Statement of Justification
- 2) Historic Resources Inventory Form (DPR – 746 Madison Street)

Meeting Date:

5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item #

6B.3



**Date:** April 27, 2015

**To:** City Manager for Council Action

**From:** Director of Information Technology

**Subject:** Approval of a Call No. 15-1 with Lightwerks Communication Systems, Inc. for Professional Services for Council Chambers Audio-Visual Renovations

## EXECUTIVE SUMMARY:

Following a competitive bidding process, a Call Agreement was issued in March 2014 with Lightwerks Communication Systems, Inc. dba: CCS Presentation Systems, Inc. to assist the city in replacing outdated technology in city facilities. Call No. 15-1 is to upgrade the AV system in the council chambers. The AV system installed in the chambers is over 10 years old and is no longer meeting the needs of the city. Upgrading of the council chamber's AV equipment will improve system reliability, quality and enhance system functionality. The project includes the planning, purchasing, installation, and configuration of the equipment including cameras, projectors, microphones, screens, as well as capture and control equipment. Staff has identified this critical project need and has been working closely with various departments involved with facility uses to assure project requirements. The project is budgeted under Capital Project Institutional Communication Networks that is funded by PEG cable fees collected from Comcast and AT&T to provide public broadcast services and information. The use of these funds to improve the audio video broadcast quality during council meetings is critical and staff recommends the approval of Call No. 15-1 contract services with Lightwerks Communications Systems, Inc. in an amount not to exceed \$111,960.00 dollars.

A copy of the complete Call Agreement and Call No. 15-1 with Lightwerks Communications Systems can be viewed on the city's website or is available in the city Clerk's Office for review during normal business hours.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

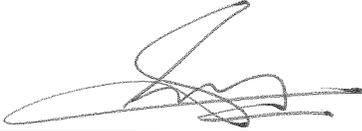
Call No. 15-1 will provide necessary improvements for the Council Chambers. PEG (Public, Educational, and Governmental Access) cable fees collected from Comcast and AT&T as directed by the Digital Infrastructure and Video Competition Act (DIVCA) of 2006 are identified for uses to provide and support PEG facilities and institutional networks and to provide broadcast services in city buildings for public broadcast services and information. This dedicated funding is available for this project and will not impact general funds.

## ECONOMIC/FISCAL IMPACT:

The total cost of services under Call No. 15-1, including a contingency fund of 15%, are not to exceed an amount of \$111,960.00. Sufficient funds are available in the General Government Fund Capital Project Institutional Communication Networks account, 539-1921-80XXX-6072.

**RECOMMENDATION:**

That the Council approve and authorize the City Manager to execute Call No. 15-1 with Lightwerks Communication Systems, Inc. dba: CCS Presentation Systems, Inc. for Professional Services, in an amount not to exceed \$111,960.00, for an Upgrade of the Audio Visual System in the Council Chambers.

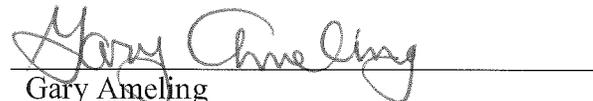


\_\_\_\_\_  
Gaurav Garg  
Director of Information Technology/CIO

APPROVED:

  
\_\_\_\_\_  
b Julio J. Fuentes  
City Manager

Certified as to Availability of Funds: *OK DL*  
539-1921-80XXX-6072      \$ 111,960.00

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/  
Assistant City Manager

**MAJORITY VOTE OF COUNCIL**

***Documents Related to this Report:***

- 1) *Call 15-1 for Professional Services with Lightwerks Communications Systems, Inc. dba: CCS Presentation Systems, Inc.*

**CALL NO. 15-1  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY LIGHTWERKS COMMUNICATION SYSTEMS, INC.**

The Parties to this Call No. 15-1 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Lightwerks Communication Systems, Inc., a California Corporation doing business as CCS Presentation Systems, Inc.," dated March 18, 2014, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Lightwerks Communication Systems, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Council Chambers Audio-Visual Renovation" dated January 2, 2015 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference.

The Services to be performed under this Call shall be completed within the time period beginning on June 1, 2015 and ending on January 1, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, (including all fees or pre-approved costs and/or expenses, plus a 15% contingency budget for unplanned remediation items), exceed One Hundred and Eleven Thousand, Nine Hundred and Sixty dollars (\$111,960.00), subject to budgetary appropriations.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**LIGHTWERKS COMMUNICATION SYSTEMS, INC.,**  
a California corporation doing business as CCS Presentation Systems, Inc.

Dated: 4/20/15

By: [Signature]  
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Brian Reilly

Title: Vice President

Local Address: 3331 Jack Northrop Ave, Building 6

Hawthorne, CA 90250

Telephone: (424) 675-2600 x215

Fax: (424) 456-3844

“CONTRACTOR”

CCS Means "Complete Customer Satisfaction"

**Audio Visual Proposal**

**For  
The City of Santa Clara  
Council Chambers  
Audio-Visual Renovation**



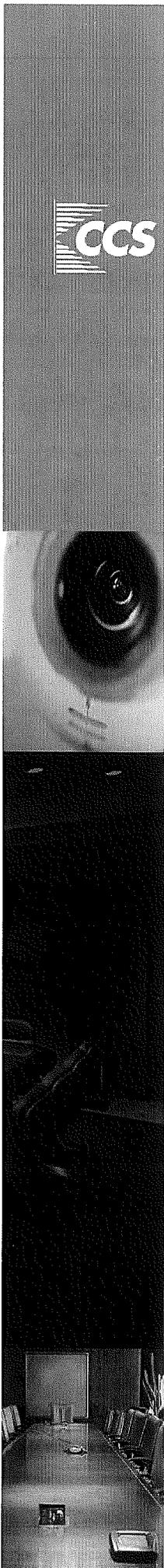
**Prepared and Presented by:**

**CCS Presentation Systems  
2051 Junction Avenue  
Suite 110  
San Jose, CA 95131**

**January 2, 2015**

1/2/2015  
CONFIDENTIAL

Page 1





CCS California Contractors License #: 830835

## Introduction

Thank you for considering CCS Presentation Systems (CCS) as your partner for the implementation of your up-coming project. Whether you are an end-user, architect, or purchasing professional, we believe it's our job to make you look good. Our staff is committed to making sure your colleagues will be in agreement that CCS is the best choice for the implementation of this project.

## Company Overview

**12th Largest Audio Visual Systems Integrator in the US** (*System Contractor News 2012*)

David Riberi, his wife Gina, and his brother Robert founded CCS California in 1996. From this three-person operation, CCS Presentation Systems has grown to become one of the largest audio/video integration companies in the state of California, with four offices in major metro areas. It boasts more than 50 employees and annual revenue in excess of \$23 million.

Projects completed by CCS typically include the following elements:

- **Projection and Flat Panel Display Devices:** CCS represents all the top brands in projection plasma, and large-format LCD display devices. These brands include ASK Proxima, Epson, InFocus, LG, Mitsubishi, NEC, Panasonic, Samsung, Sony, Toshiba, and many more. Because of our broad set of solutions, we are able to recommend the best display solution to meet our client's needs.
- **Screens:** Should the client's solution call for the use of a projector, CCS will also spec and provide the appropriate screen. We represent Da-Lite, Stewart, and Draper and can recommend the perfect screen type and surface for any application.
- **Audio:** With brands such as BOSE, Crown, JBL, TOA, Sony, and others, CCS can integrate sound reinforcement or program audio elements into a customized solution.

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- **Video-Conferencing:** As clients seek to deal more effectively and efficiently with distant offices, customers, and vendors, CCS can also include video-conferencing solutions from Polycom or Sony in a client's custom solution.
- **Control:** In order to simplify the use of an integrated system, CCS can integrate a variety of control solutions from AMX, Crestron, Extron, SP Controls, and others.
- **Other Items:** CCS carries a full-line of accessories, interactive whiteboards (SMARTBoards), furniture, document cameras, and numerous other products to help complete the appropriate client solution.

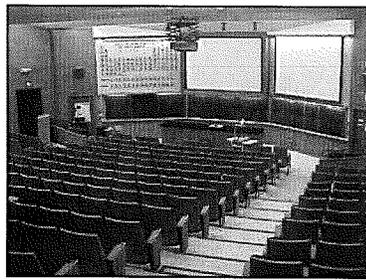
In addition to our products, CCS as a company has the following attributes:

- **Woman-Owned:** CCS is woman-owned business.
- **Multiple Offices:** Should your solution require support in multiple locations, CCS has California offices in the Los Angeles area (Hawthorne), San Jose and San Diego. Through CCS affiliates, we can also offer installation and support throughout the country in Albuquerque, Boston, Denver, Jacksonville, Las Vegas, Omaha, Orlando, Phoenix, Tampa, Tucson, and Washington, D.C. Support in other locations around the country can also be arranged, as necessary.
- **High Service Level:** CCS prides itself on its reputation for providing outstanding service to our clients. Each CCS consultant has many years of experience serving clients and can help you choose the right solution for your needs. Our after-sale support includes training, 24-hour toll-free phone support, extended warranties, and depot service for your in-warranty products. In addition, CCS can tailor an extended support solution to meet your needs for additional warranties and support (see the attached addendum on extended support options). In short, our desire is to make sure our clients are more than satisfied with our service – our goal is to make sure that they are delighted.
- **C-7 Licensed Contractor:** California Contractor's License #830835. Bondable to \$5 million.
- **National Buying Power:** As a whole, CCS is one of the nation's largest providers of audio-visual products, and as such buys at the most advantageous terms from our vendors. CCS passes our volume pricing on to our clients allowing for a very cost-competitive solution for our clients while maintaining a high level of service.
- **Representative Customers:** Clients who have chosen to partner with CCS in California include American Business Bank • California Avocado Commission • Carlsbad USD • Cisco • El Camino Community College • Hastings College • Hyatt Hotel • Lakeside Unified School District Lockheed Martin • Marlborough School • Northrop Grumman • Northwestern Mutual • Oakland Military Institute • Padre Hotel • Placentia-Yorba Linda USD • Pomona College • Solar Turbines Space Systems/Loral • Spirent Communications • UCLA • UCSD • University of Southern California • U.S. Navy

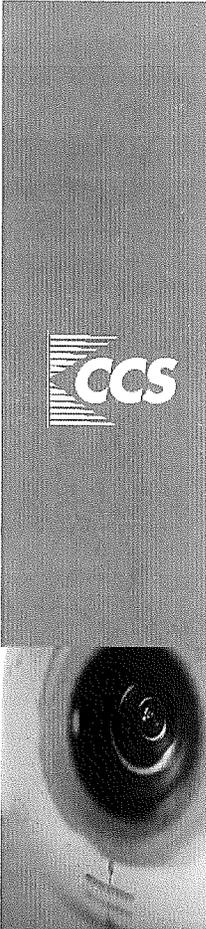
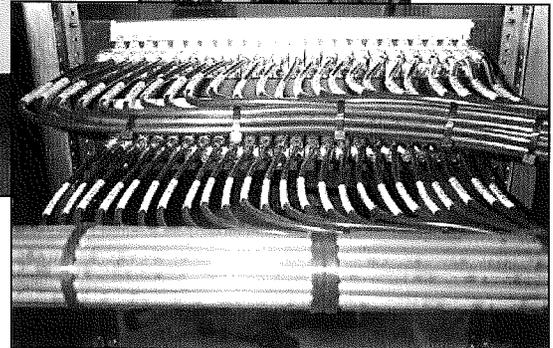
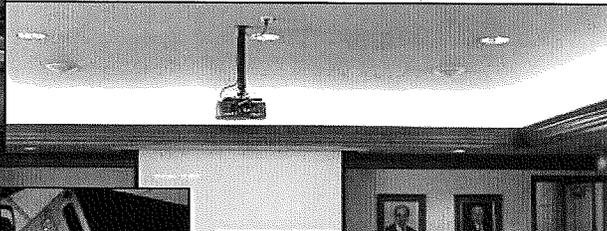
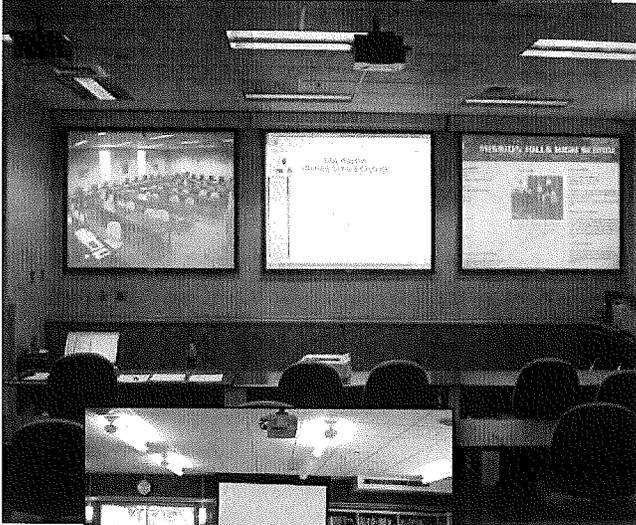
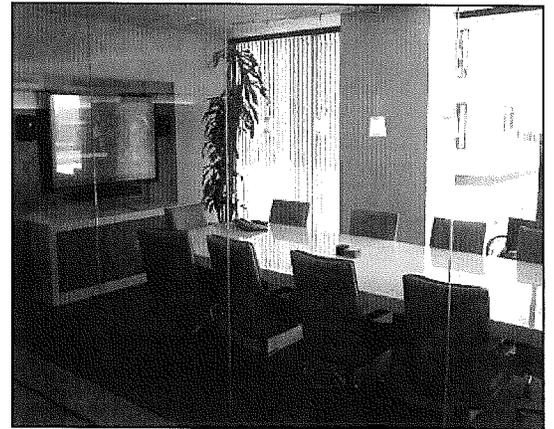
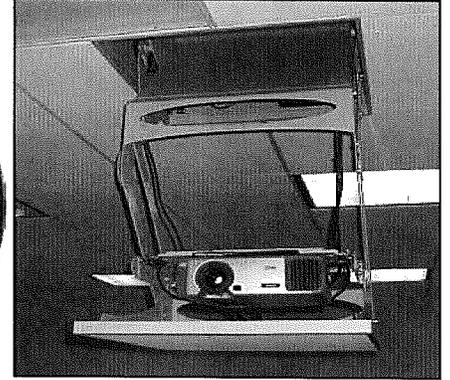
*CCS Means "Complete Customer Satisfaction"*

## **Representative Work**

On the following page, please find images of recently completed projects that will give you an idea of the nature and quality of our work:



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### Executive Summary of System Functionality

CCS Presentation Systems will provide the following functional upgrades for the City of Santa Clara Council Chambers: Integration of one owner furnished PC, HDMI and VGA connection for owner furnished laptop located at existing podium, integration of owner furnished cable TV receiver, integration of owner furnished Apple AirPlay system, integration of eleven owner furnished microphones, integration of existing ceiling speakers. CCS will provide and integrate a new audio conferencing system, two 16:9 format projection screens and projectors. CCS will provide and integrate all switching and routing equipment / cables necessary to transmit high-definition signals. All video signals will be scaled allowing easy of use and proper signal transmission. CCS will provide a touch panel control system with two touch panels for control of the audio-visual system. CCS will provide all programming and copies of source code for the touch panel control system. CCS will provide and integrate a new equipment rack necessary to house all audio-visual equipment. CCS will provide a high-definition capture station for use of recording audio of Council Chamber meetings. CCS will provide and integrate an ADA compliant assisted listening system. CCS will provide as built block diagrams both in hard copy and digital copy for owners use. CCS will provide two days of system training for designated county employees. CCS will provide one year of warranty for the audio-visual system.

All high voltage work and infrastructure necessary to integrate the audio-visual system will be provided by others and coordinated by CCS. All work in asbestos related areas will be provided by others. CCS will provide project management and the necessary drawings as related to the audio-visual system. Please note all labor pricing is based on during business hours.

### Our Experience

CCS has served the California community for more than 16 years. We have over 50 full time employees including engineers, installers, project managers, operation staff and business associates who work with local & state government, education and corporations. We have successfully integrated more than 100 similar projects over the past 16 years and believe our project team will successfully implement the desired solution.

**Client References**

**1. Lockheed Martin Space Division**

Erik Mejia  
Technician Video Conference Sr. Specialist  
1111 Lockheed Martin Way, Sunnyvale, CA 94089  
[REDACTED]  
[REDACTED]

CCS has done numerous projects for Lockheed dating back several years most recently completed 3 large AV projects for 2013.

**2. Santa Clara University**

Joel Bennett  
Senior Media Systems Specialist  
1000 El Camino Real  
Santa Clara, CA  
[REDACTED]  
[REDACTED]

**3. KLA Tencor**

Jackie Storfold – Facilities Manager  
1 Technology Drive  
Milpitas, CA  
[REDACTED]  
[REDACTED]

CCS has done numerous projects for KLA dating back several years. Here is a highlighted projects:

**4.. Space Systems Loral – Palo Alto**

Chuck Franklin  
SS/L Projects & Ops Manager  
3825 Fabian Way  
Palo Alto, CA 94303  
[REDACTED]  
[REDACTED]

### System Testing

CCS will fully test all video and audio cable pathways upon completion of installation to ensure the system is functioning as designed. CCS will employ the use of an Extron VTG HD video tester. All cables will be labeled and tested prior to turning the system over to the customer. CCS will provide to customer a printed completed system check list on every video and audio cable pathway to ensure system performance.

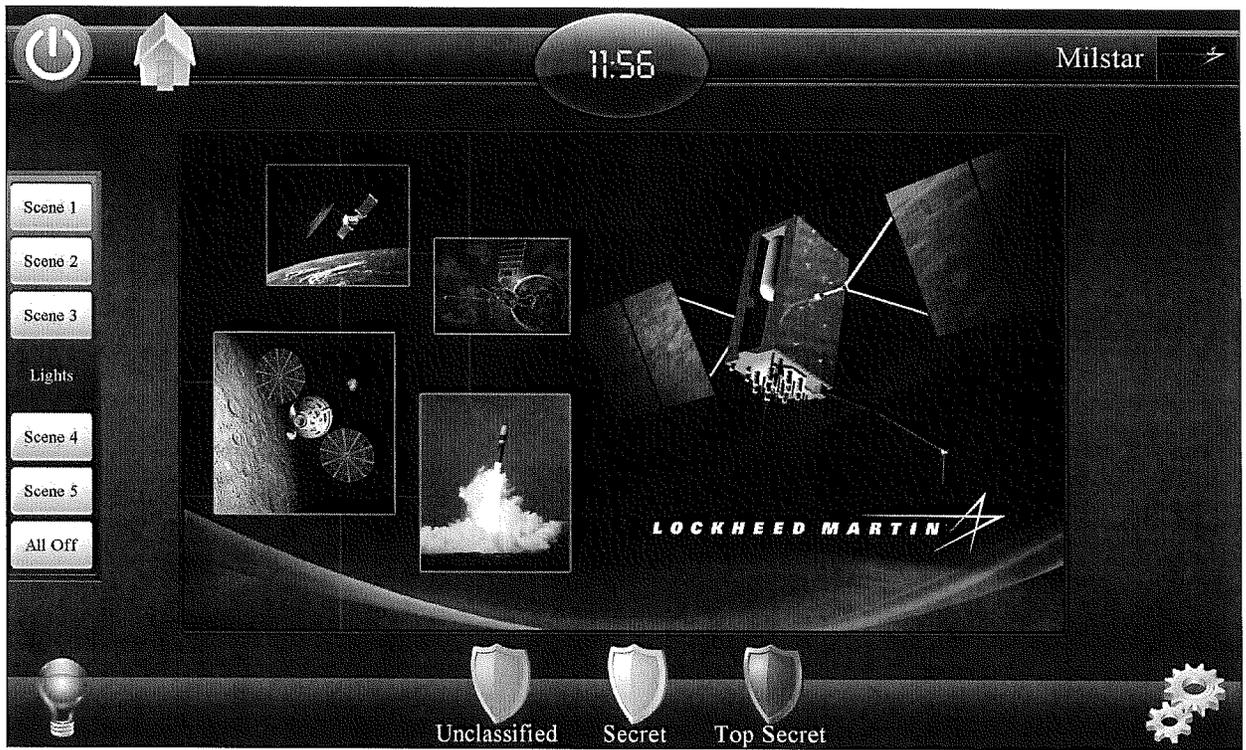
### System Training

System Training will consist of training key City of Santa Clara staff at a pre arranged date and time to go over all aspects of the audio visual system to include, operation, maintenance, and orientation on locations and function of equipment. This training can last up to two days if necessary.

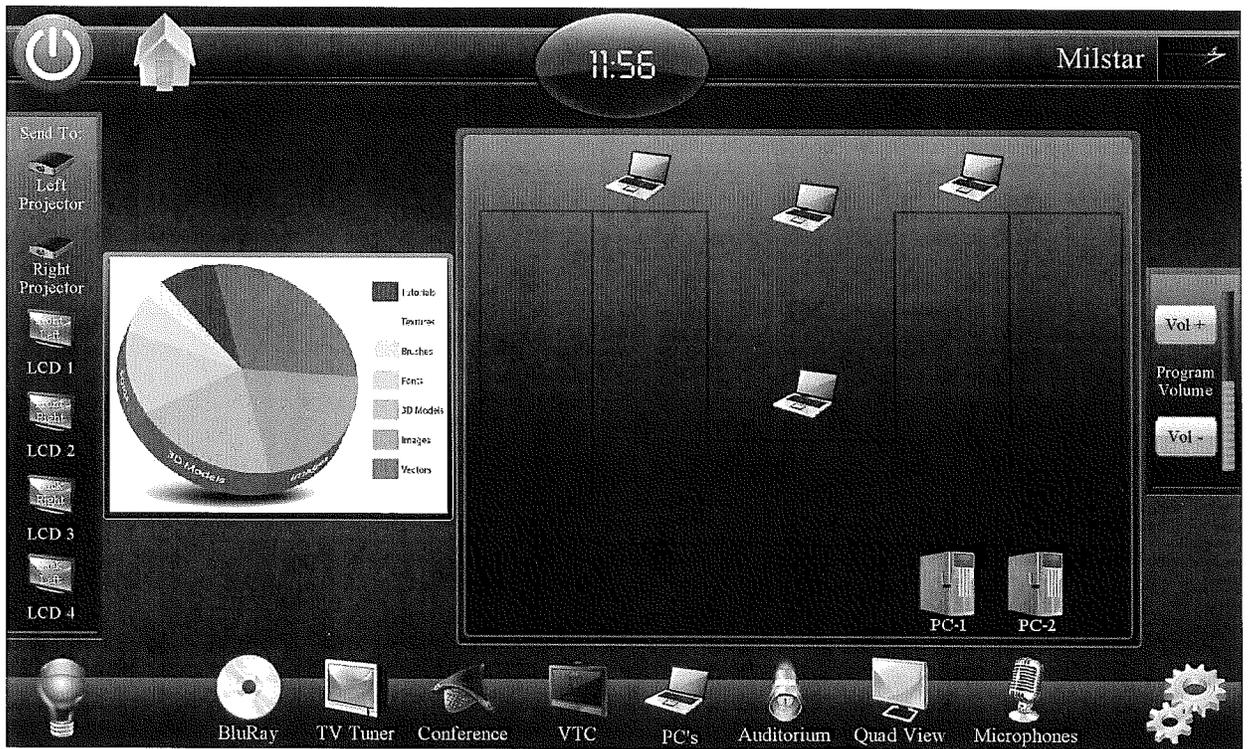
CCS will create a quick reference sheet for end user operation of system.

### Crestron Touch Panel Examples

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CCS Means "Complete Customer Satisfaction"

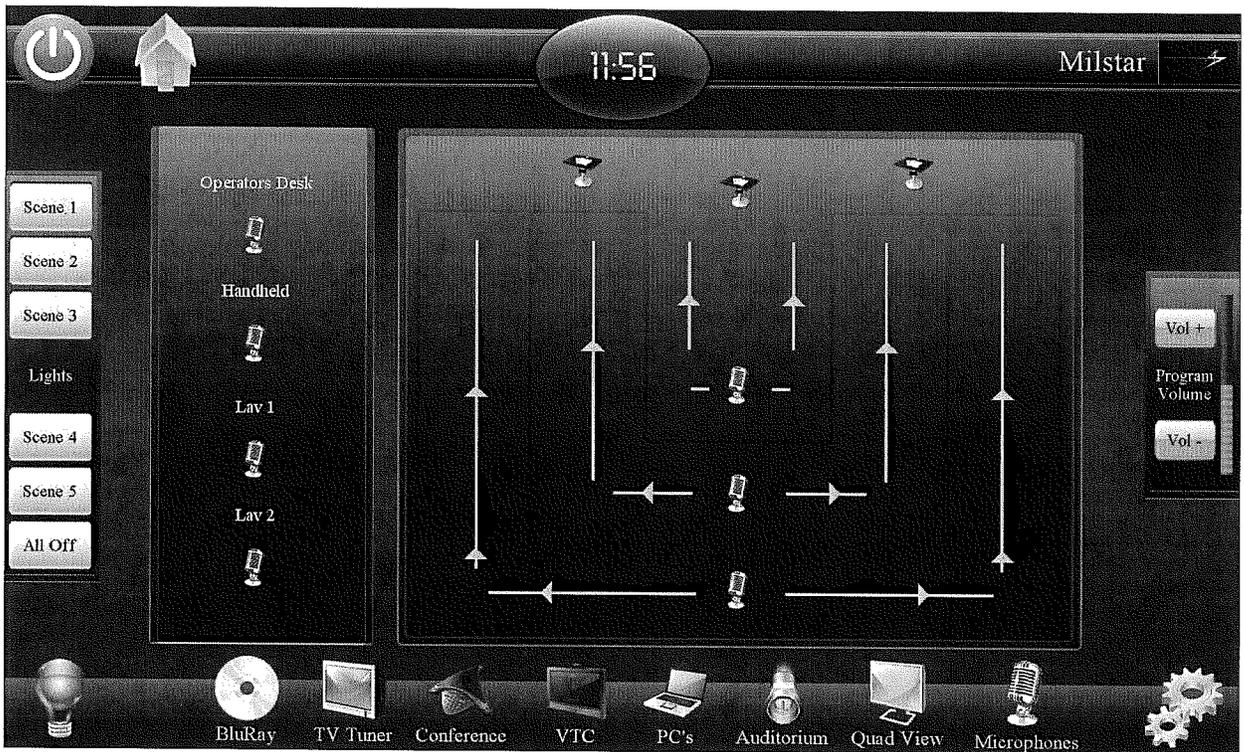
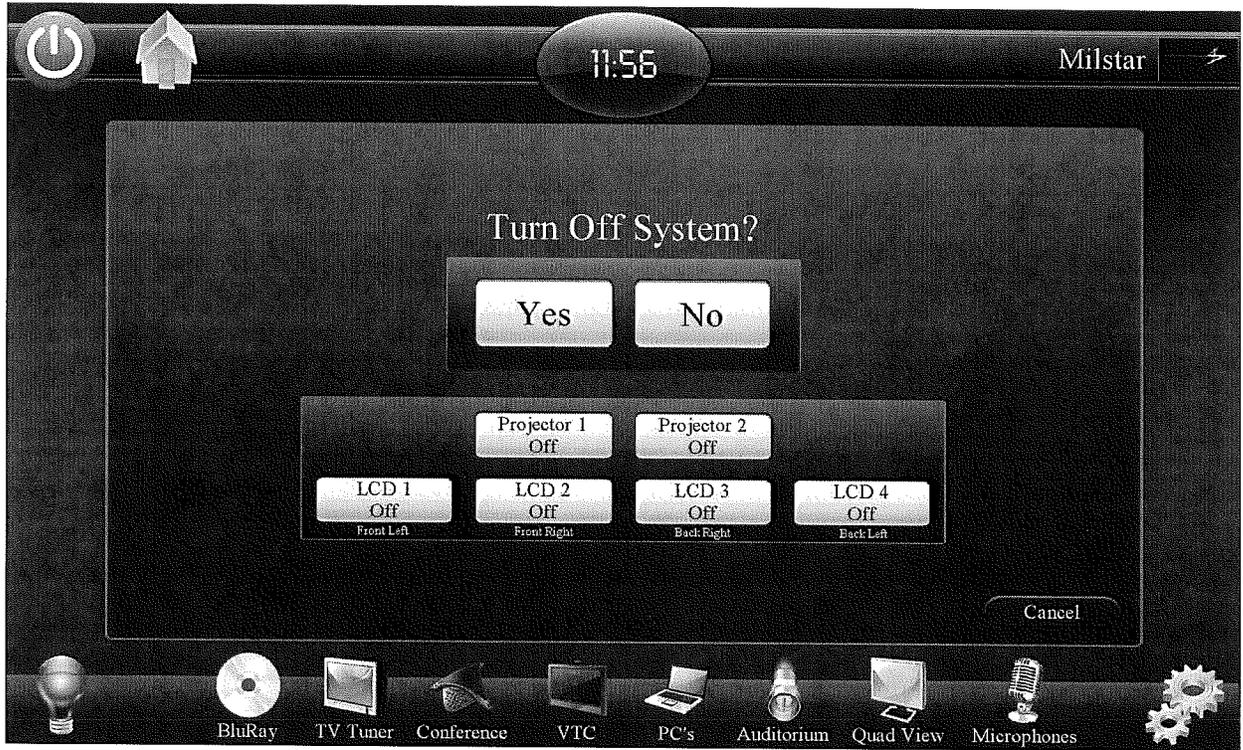


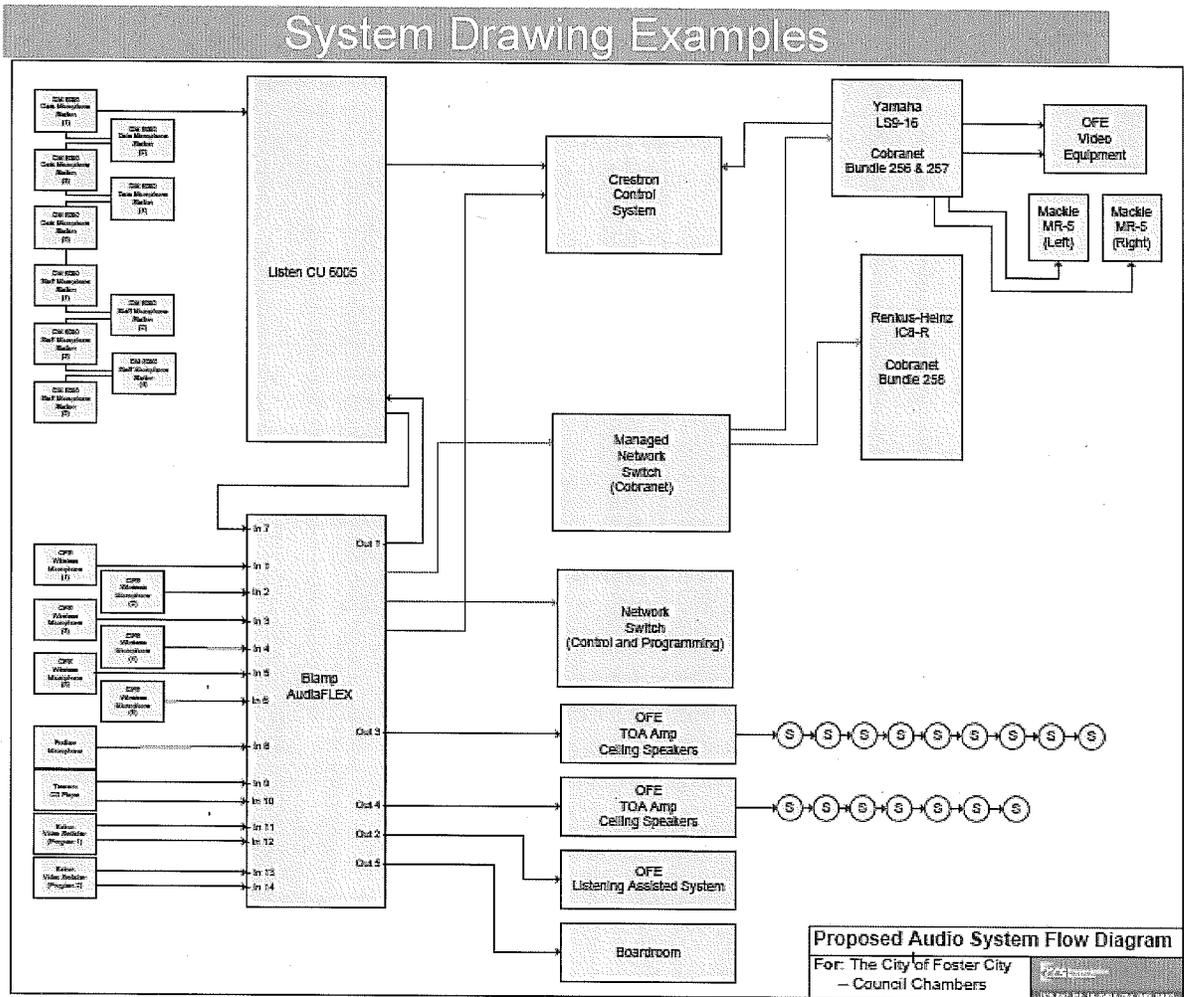
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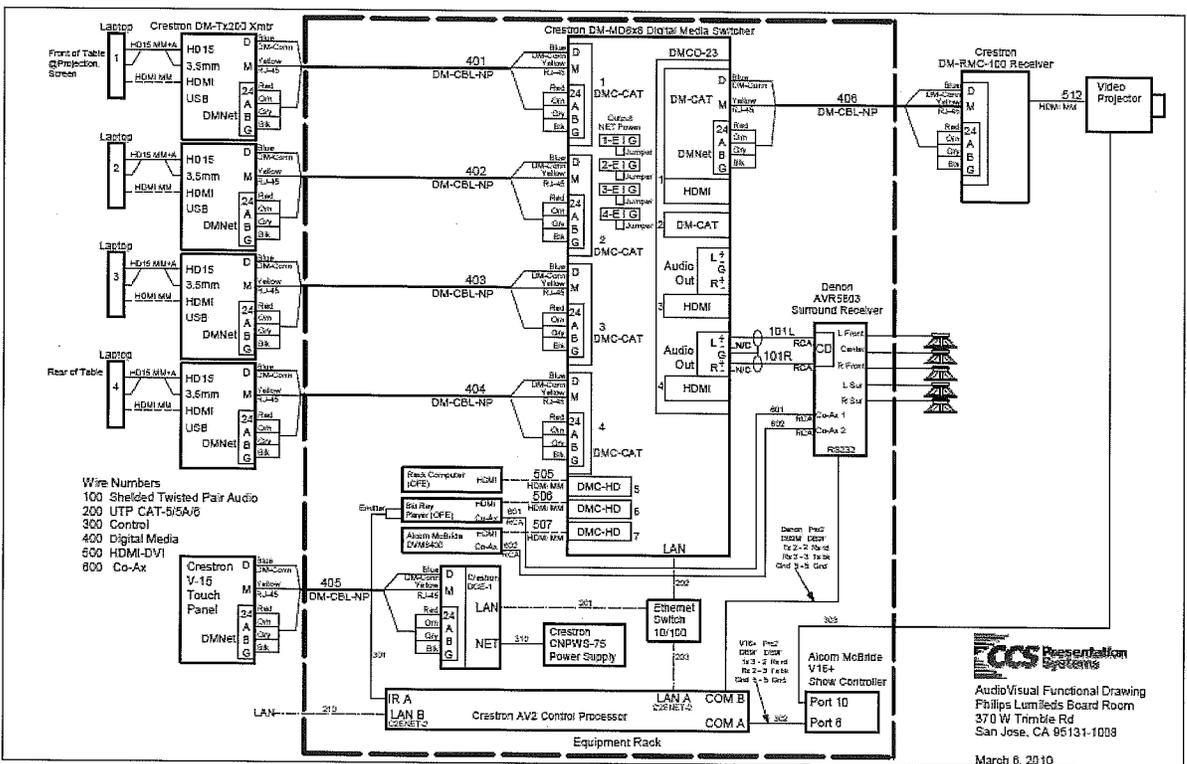
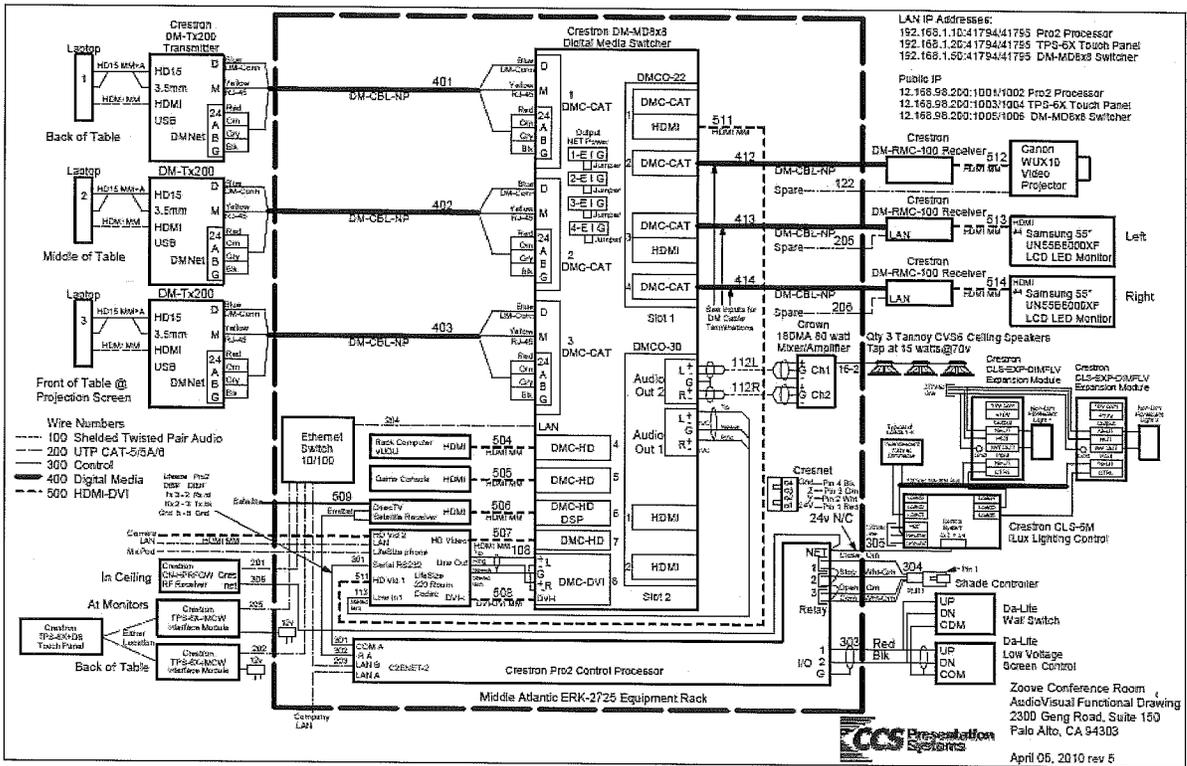
CCS Means "Complete Customer Satisfaction"







CCS Means "Complete Customer Satisfaction"



### Exclusions

Excluded from our scope of work includes, all conduit, high voltage wiring, breakers, relays, boxes, receptacles. Concrete saw cutting and / or core drilling, fire wall, ceiling, roof and floor penetration. Necessary sheet rock replacement and or repair. Necessary ceiling tile or T-bar modifications, replacement and/or repair. Any and all millwork (moldings, trim, etc.). Painting and patching. Permits (unless specifically provided for elsewhere in the contract). HVAC and plumbing relocation.

### Warranty

CCS warrants the Audiovisual System furnished to be free from defects in workmanship, (e.g., cables, connections, and structures) failure for a period of one year from the date of acceptance of first beneficial use whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to CCS by the Owner or their agent.

The warranties of major components installed vary by product, vary in length (usually 90 days to one year), and are the responsibility of their respective manufacturers. These manufacturer warranties are "depot warranties", meaning the manufacturer will honor the terms of their warranty upon presentation of the failed product to an authorized repair depot. Unless otherwise agreed upon thru contract documents or by the purchase of a CCS Service Plan, CCS does not provide on-site service (e.g. the removal and re-installation of equipment) without a fee. You may deliver warranty equipment to CCS, Attention Service Department. Please include a copy of your invoice with each piece of equipment.

The CCS Warranty does not apply to any product that has been subject to misuse, neglect, accident, operational error, or damage by the introduction of new components to the system. CCS does not warrant control system source it has not sourced or certified.

CCS will provide quarterly maintenance visits to check and adjust equipment with the intent to restore systems to original performance standards.

Summary

Thank you once again for engaging CCS Presentation Systems as your preferred audio visual system integrator and services provider. We believe this proposal meets your requirements as stated and look forward to implementing your Audio Visual system.

Sincerely,

Adam Bahri  
Sr, Account Executive

Proposal Acceptance

*Client or Authorized Representative:*



Your signature below acknowledges you have read and agree to this proposal (including all attached exhibits).

\_\_\_\_\_  
**Customer Representative Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

This acceptance typically would be accompanied by a purchase order (unless your institution does not use purchase orders for acquisitions) in order to ensure that the project is properly authorized for execution and payment. Also, unless the project is to be 100% pre-paid, we will also need you to complete our standard credit application, or provide us with your own credit information.

**Appendix B - CCS Proposal Terms and Conditions**

**ARTICLE 1 – SCOPE OF PROJECT**

1.1 In this document the term "owner" shall mean client. CCS shall execute the entire work described in the included proposal and/or quote concerning the owners' system integration. This project is based upon information provided by the owner. It is possible that as the project progresses, additional hardware, equipment and labor may be necessary to complete the project. These additions will be considered change orders and be handled under the change order procedure contained in this contract.

**ARTICLE 2 – AGREEMENT SUM**

2.1 The owner shall pay CCS in current funds for performance of the agreement subject to additions and deductions as provided in this agreement.

**ARTICLE 3 – PAYMENT TERMS**

3.1 Subject to credit approval, the owner shall pay within 30 days of invoice date. Systems where installation and completion of the project will extend over a period

greater than 30 days from date of order will be subject to progressive billing. In such cases, CCS will invoice for equipment received and assigned to the project. If requested, each invoice will be accompanied by an affidavit stating that the said equipment is on-hand, insured, and that it will not be used for any other purpose. Progressive invoices will be due and payable according to our normal credit terms of Net 30 days.



#### **ARTICLE 4 – PREVAILING TERMS AND CONDITIONS**

**4.1** The terms and conditions of this agreement and the terms and conditions contained in any appendices to this agreement, together form the entire purchase order. Request for quotation, acceptance, or other purchasing documents concerning products which are inconsistent with, different from, or in addition to the terms and conditions of this agreement are void.

#### **ARTICLE 5 – APPROVAL OF ORDERS**

**5.1** This agreement and all owner purchase orders for products under this agreement are subject to acceptance by CCS including, if appropriate, approval by CCS Credit Department. Upon notice by CCS, the owner will furnish CCS such financial information as CCS may reasonably request for this approval. Such financial information shall be proprietary and confidential to the owner and CCS agrees not to disclose this information to any other party or use the information other than for the internal credit check. CCS may, at its sole discretion, cancel this agreement at any time if the owner fails to meet credit requirements established by CCS.

#### **ARTICLE 6 – TITLE AND RISK OF LOSS**

**6.1** Title and risk of loss of or damaged to any products will pass to the owner upon CCS' delivery of them to the owner or the freight carrier. All claims for damage or loss of products must be made by client directly to the carrier or their insurer.

#### **ARTICLE 7 – OWNER**

**7.1** Except for permits and fees that are specifically the responsibility of CCS, under the Request for Proposal, the owner shall secure and pay for necessary approvals, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

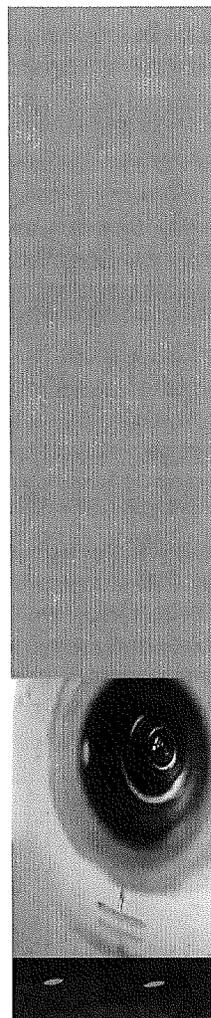
#### **ARTICLE 8 – LIENS AND SECURITY INTEREST**

**8.1** The owner should be aware that CCS will take steps in accordance with California Contractor Law to assure eventual payment for all work completed. These steps may include, but are not limited to, the application of a lien against the real property on which work has been completed.

#### **ARTICLE 9 – INSURANCE**

**9.1** CCS shall purchase from and do business with companies lawfully authorized to do business in the jurisdiction in which the project is located, including maintaining the requisite insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from CCS operations under the agreement. If requested, certificates of such insurance shall be filed with the owner prior to the commencement of the work.

**9.2** Client shall be responsible for purchasing and maintaining its own property and liability insurance.



**ARTICLE 10 – TAXES**

**10.1** The prices for products indicated in this agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. The owner shall pay all sales, use, ad-valorem, excise and/or any other taxes imposed on either party other than taxes imposed on income by virtue of this agreement. CCS will invoice owner for any of these taxes CCS is legally obligated to collect from the owner.



**ARTICLE 11 – FINANCE CHARGE/COSTS OF COLLECTION**

**11.1** If the owner fails to pay CCS for products when due, then in addition to any other remedies available to CCS under this agreement or allowed by law for that default, the owner will pay CCS an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that payment remains outstanding and CCS' reasonable and actual expenses of collection, including, but not limited to legal fees.

**ARTICLE 12 – ARBITRATION**

**12.1** All claims or disputes between CCS and the owner arising out of relation to the agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the project. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 13 – TIME**

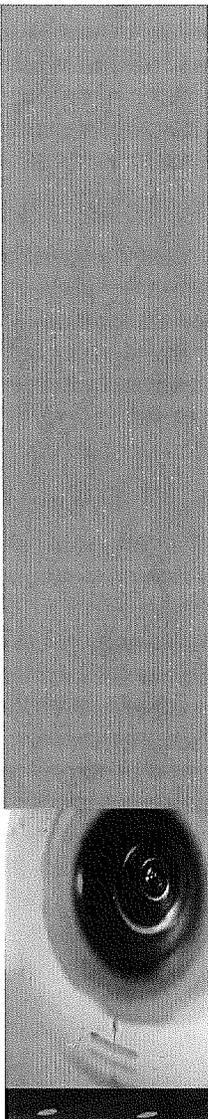
**13.1** If CCS is delayed at any time in progress of the work by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or any causes beyond CCS' control, or by other causes which the Project Manager determines may justify delay, the agreement time shall be extended by Change Order for such reasonable time as the Project Manager may determine. Such change orders may include charges to cover additional costs incurred by CCS due to the delay.

**ARTICLE 14 – INSTALLATION**

**14.1** Installation will be restricted to normal work hours or workdays.

**14.2** CCS' proposals for installation cost are based on 8-hour days and 40-hour weeks, Monday through Friday, between the hours of 8:30 AM and 5:30 PM unless otherwise stated on the proposal. CCS will install all items not requiring heavy construction, and shall make all final connections of equipment, except direct connections into the building's electrical system. There should be no use of the system by the owner for its intended purpose until such time as formal approval and acceptance has taken place. This requirement may be waived by CCS only with a written authorization. Any operations or changes by the owner or contractors other than CCS which result in damage or impairment of the system and may require a change order and additional charges to the owner.

**14.3** The attached proposal and/or quote was based upon site surveys and verbal information from the owner. While every effort has been made to determine



installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by CCS.

#### **ARTICLE 15 – CHANGES/RETURNS**

- 15.1** Any changes to the agreed-upon scope of work defined in the proposal must be authorized in writing. All changes shall be submitted and approved in writing, with all prices and terms negotiated separately for the change order.
- 15.2** Due to custom nature of audiovisual and video equipment, customer-requested changes once equipment is in-hand or in-transit may result in restocking charges to the owner. Restocking charges will be based on the individual manufacturers' return policies. Any changes to the agreed-upon scope of work defined the proposal must be authorized in writing.
- 15.3** Custom items (e.g. custom millwork, custom screens, etc.) cannot be returned for refund. After proposal acceptance, the purchaser will be responsible for payment for these items regardless of whether the project has been canceled or delayed.

#### **ARTICLE 16 – NO RAID**

- 16.1** During the term of the Agreement and for a period of one year thereafter, neither party shall solicit, offer to hire, or hire any employee of the other party.

#### **ARTICLE 17 – WARRANTY**

- 17.1** CCS warrants the Audiovisual System furnished to be free from defects in workmanship (i.e. cables, connections, and structures) failure for a period of one (1) year from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to CCS by the Owner or their agent.
- 17.2** Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). CCS will warranty this equipment for the term established by the manufacturer on a depot basis only. Deliver warranty repair equipment to CCS Attention: Service Department with the corresponding Return Authorization Number.
- 17.3** Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

#### **ARTICLE 18 – WAIVER**

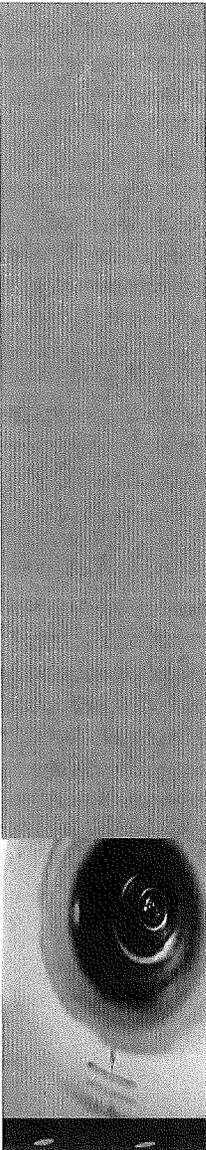
- 18.1** Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

#### **ARTICLE 19 – ENTIRE AGREEMENT**

- 19.1** This agreement and appendices to this agreement, including the RFP as referenced herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

#### **ARTICLE 20 – LIMITATION ON LIABILITY**

- 20.1** Without limitation of any other provision in this agreement limiting or excluding liability of CCS, the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this



*CCS Means "Complete Customer Satisfaction"*

agreement shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall CCS be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or good will, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.



**CCS Presentation Systems**  
 2051 Junction Ave., #110  
 San Jose, CA 95131

Phone: 408-545-0555  
 Fax: 408-545-0550

FIN: 95-4598219  
 THE CITY OF SANTA CLARA  
 Vonna Gissler  
 1500 WARBURTON AVENUE  
 Santa Clara, CA 95050

|              |                       |
|--------------|-----------------------|
| <b>Quote</b> | <b>CA-2014-12-069</b> |
|--------------|-----------------------|

Terms: N30 Days  
 Contact: CONTACT  
 Phone: 4086153066  
 Email: BLAPLACA@SANTA CLARACA.GOV  
 Salesperson: Adam Bahri

**Job: Council Chambers**

| Line | QTY  |  | UnitPrice | Total    |
|------|------|--|-----------|----------|
| 1    | 1.00 | /MISC - OFE PC   | 0.00      | 0.00     |
| 2    | 1.00 | /MISC - OFE LAPTOP   | 0.00      | 0.00     |
| 3    | 2.00 | DM-TX-201-C - CRESTRON DM, TRANS,IN:1HDMI,1RGB,OUT:1HD   | 865.00    | 1,730.00 |
| 4    | 1.00 | /MISC - OFE CABLE REC  | 0.00      | 0.00     |
| 5    | 1.00 | /MISC - OFE APPLE AIR PLAY   | 0.00      | 0.00     |
| 6    | 2.00 | 60-999-01 - EXTRON HDMI DA6  | 743.75    | 1,487.50 |
| 7    | 1.00 | NMX-MM-1000 - AMX ENZO PRES APPLIANCE CONTENT SHARING  | 1,330.00  | 1,330.00 |
| 8    | 1.00 | N82E16833150092 - CISCO 28 PORT POE SWITCH   | 625.00    | 625.00   |
| 9    | 1.00 | DM-MD8X8 - CRESTRON 8x8 DIGITALMEDIA SWITCHER  | 3,071.00  | 3,071.00 |
| 10   | 2.00 | DMC-HD - CRESTRON DM, CARD IN:1 HDMI, 1 USB, 1AUD  | 533.33    | 1,066.66 |
| 11   | 5.00 | DMCO-53 - CRESTRON 2 DM 8G STP W/1 HDMI  | 1,500.00  | 7,500.00 |
| 12   | 3.00 | DMCO-55 - Crestron 4 DM 8G STP w/2 HDMI Output Car   | 1,675.00  | 5,025.00 |
| 13   | 5.00 | DMC-C - CRESTRON DM, CARD,IN:2CAT5E,2POE,1HDMI,O   | 735.00    | 3,675.00 |
| 14   | 4.00 | DMC-S-DSP - Crestron DigitalMedia 8G Fiber Input Card w/Down-mixing for DM? Switchers            | 1,100.00  | 4,400.00 |
| 15   | 4.00 | DMCO-5500 - CRESTRON- 4 DM 8G+ w/2 HDMI Ou   | 1,625.00  | 6,500.00 |
| 16   | 2.00 | TESIRA I/O-AVB - BIAMP- TESIRA SERVER, AVB-Tesi  | 4,375.00  | 8,750.00 |
| 17   | 1.00 | MCA8150 - BIAMP 8CH AMPLIFIER  | 999.00    | 999.00   |
| 18   | 2.00 | DT-2A XFRMR - Biamp Cpa Accessory - 60W Autoformer For 25/70/100V Systems (Cpa130 - Per Channel) | 61.00     | 122.00   |
| 19   | 1.00 | CAPTURE-HD - CRESTRON High-Definition  | 2,133.33  | 2,133.33 |
| 20   | 3.00 | DM-RMC-SCALER-C - Crestron DigitalMedia 8G+ Receiver   | 875.00    | 2,625.00 |
| 21   | 2.00 | NP-PE401H - NEC 4000 LUMEN DLP 1080P PROJECTOR   | 1,759.00  | 3,518.00 |
| 22   | 2.00 | CMA-110 - CHIEF CEILING PLATE- 8 X 8IN 1 1/2IN   | 44.84     | 89.68    |
| 23   | 2.00 | KITES003 - CHIEF KIT - RPMAU, CMS03, CMS4  | 252.22    | 504.44   |
| 24   | 2.00 | 84328LS - DA-LITE ADVANTAGE ELECTROL - 16:9  | 1,778.75  | 3,557.50 |
| 25   | 1.00 | LT-800-072-01 - Listen Stationary FM Transmitter 72 MHz  | 559.81    | 559.81   |



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|              |                       |
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| <b>Quote</b> | <b>CA-2014-12-069</b> |
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Terms: N30 Days  
 Contact: CONTACT  
 Phone: 4086153066  
 Email: BLAPLACA@SANTA CLARACA.GOV  
 Salesperson: Adam Bahri

Job: **Council Chambers**

| Line | QTY  |  | UnitPrice | Total    |
|------|------|--|-----------|----------|
| 26   | 1.00 | LA-326 - LISTEN-RACK MOUNTING KIT                          | 48.75     | 48.75    |
| 27   | 1.00 | LA-122 - Listen Tech Universal Antenna Kit                 | 72.31     | 72.31    |
| 28   | 1.00 | LR-4200-072 - LISTEN-INTELLIGENT DSP RF RECEIVER           | 153.56    | 153.56   |
| 29   | 1.00 | LA-430 - INTELLIGENT EARPHONE/NECK LOOP                    | 287.63    | 287.63   |
| 30   | 1.00 | LA-401 - UNIVERSAL EAR SPEAKER                             | 39.00     | 39.00    |
| 31   | 1.00 | LA-380-01 - INTELLIGENT 12 UNIT CHARGING / CARRYING        | 405.44    | 405.44   |
| 32   | 1.00 | LA-304 - LISTEN ASSISTIVE LISTENING NOT                    | 15.44     | 15.44    |
| 33   | 2.00 | TSW-750-B-S - Crestron 7" Surface Mount Touch Screen,      | 875.00    | 1,750.00 |
| 34   | 1.00 | TSW-750-TTK-B-S - CRESTRON TSW-750-TTK-B-S: TableTop Kit f | 125.00    | 125.00   |
| 35   | 1.00 | /E-WASTE - CALIFORNIA E-WASTE CHARGE                       | 5.00      | 5.00     |
| 36   | 1.00 | CP3 - CRESTRON- 3-Series Control System                    | 1,125.00  | 1,125.00 |
| 37   | 1.00 | SRSR-2-14 - MIDDLE ATLANTIC 14 SPACE ROTAT                 | 459.35    | 459.35   |
| 38   | 1.00 | ERK-2725 - MIDDLE ATLANTIC WEKDED RACK                     | 515.19    | 515.19   |
| 39   | 1.00 | CBS-ERK-25 - SKIRTED WHEELBASE FITS 25 DEEP ERK'S          | 127.39    | 127.39   |
| 40   | 1.00 | /INSTALLMATS - MISCELLANEOUS INSTALL MATERIAL              | 3,300.00  | 3,300.00 |
| 41   | 1.00 | /PROGRAMMING - PROGRAMMING SERVICES                        | 4,500.00  | 4,500.00 |
| 42   | 1.00 | /ENGINEERING - SYSTEM DESIGN/ENGINEERING                   | 2,800.00  | 2,800.00 |
| 43   | 1.00 | /PROJECT MGMT - PROJECT MANAGEMENT SERVICES                | 4,800.00  | 4,800.00 |
| 44   | 1.00 | /DOCUMENTATION - SYSTEM DOCUMENTATION SERVICES             | 850.00    | 850.00   |
| 45   | 1.00 | /INSTALL - INSTALLATION SERVICES                           | 9,800.00  | 9,800.00 |
| 46   | 1.00 | /SHIPPING - SHIPPING CHARGE                                | 985.00    | 985.00   |



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Job: **Council Chambers**

FIN: 95-4598219  
 THE CITY OF SANTA CLARA  
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 1500 WARBURTON AVENUE  
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|              |                       |
|--------------|-----------------------|
| <b>Quote</b> | <b>CA-2014-12-069</b> |
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Terms: N30 Days  
 Contact: CONTACT  
 Phone: 4086153066  
 Email: BLAPLACA@SANTACLARACA.GOV  
 Salesperson: Adam Bahri

| Line | QTY | UnitPrice | Total |
|------|-----|-----------|-------|
|------|-----|-----------|-------|

|              |                    |
|--------------|--------------------|
| Subtotal     | \$91,432.98        |
| Sales Tax    | \$5,923.14         |
| <b>Total</b> | <b>\$97,356.12</b> |

APPROVED BY:  
 X

Invoices subject to 1 1/2% interest charge per month if not paid within terms. Returns are subject to a 15% restocking fee.



This information is confidential and may be legally privileged. It is intended solely for the addressee.

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6B.4

City of Santa Clara, California



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of Amendment No. 1 to Call No. 14-1 for Professional Services with Electrical Consultants, Inc. for the Fairview Substation 60kV Loop-in Project

### EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), continues to construct new electric substation, transmission, and distribution facilities. These projects are necessary to meet electric customer demands for increased loads and for new load. The construction of the Fairview Substation and related 60kV service is needed to serve new customer load at CoreSite, the neighboring area and incorporate the facilities into SVP's existing 60kV transmission system.

On February 11, 2014 Council approved Call 14-1 to have Electrical Consultants, Inc. (ECI) provide detailed plan and profile construction drawings for the overhead transmission line, design of the steel transmission poles and foundations, and to prepare as-built drawings. ECI is the Engineer of Record for this project. Amendment No. 1 to Call 14-1 will allow ECI to provide permit preparation, construction inspection services and final record drawings as required. A copy of Amendment No. 1 to Call 14-1 with Electrical Consultants, Inc. can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

### ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of Amendment No 1 to Call 14-1 will enable SVP to construct the 60kV overhead to serve Fairview Substation and to continue to utilize the services of ECI for permits, construction inspection and the preparation of record drawings.

### ECONOMIC/FISCAL IMPACT:

Call No. 14-1 has a proposed cost not to exceed \$28,550.00. Amendment No. 1 to Call No. 14-1 for Professional Services with Electrical Consultants, Inc. increases this amount by \$29,206.00 for a total not to exceed amount of \$57,756.00. Sufficient funds are available in the Electric Capital Project Install Fairview Substation account, 591-1361-80100-2403-[A]00037-[F]36200.

### RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Amendment No. 1 to Call No. 14-1 for Professional Services with Electrical Consultants, Inc., in an amount not to exceed \$29,206.00 (for a total not to exceed \$57,756.00), for the Fairview 60kV Loop-in project.

*for* *John C. Roukema*  
John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: *OK*  
591-1361-80100-2403      \$29,206.00

APPROVED:

*Gary Ameling*  
Gary Ameling, Director of Finance

*for* *Julio J. Fuentes*  
Julio J. Fuentes, City Manager

### Documents Related to this Report:

- 1) Amendment No. 1 to Call No. 14-1 for Professional Services with Electrical Consultants, Inc.

Ebix Insurance No. S200001751

**AMENDMENT NO. 1 TO CALL NO. 14-1  
FOR PROFESSIONAL SERVICES TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY ELECTRICAL CONSULTANTS, INC.**

The Parties acknowledge that they entered into Call No. 14-1 ("Original Call"), dated February 11, 2014 and now agree that this Amendment No.1 to Call 14-1 For Professional Services ("Amended Call") is made and entered into pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and Between the City of Santa Clara, California and Electrical Consultants, Inc." dated February 11, 2014, ("Call Agreement"). The terms of the Call Agreement and the Original Call are incorporated by this reference.

This Amended Call describes the Services to be provided to the City of Santa Clara, California ("City") by Electrical Consultants, Inc. ("Contractor"), which are fully described in Contractor's proposal to City entitled "SVP-015 Fairview Substation Cost Estimate through Construction dated March 27, 2015 ("Proposal"), attached to this Amended Call as Exhibit A and incorporated by this reference. The Parties agree that this Amended Call incorporates all of the Services ("Services") which were to be performed by the Contractor under the Original Call, as well as all of the additions, modifications and/or deletions to the Services to be performed under this Amended Call ("Revised Services"). It also includes a revised 'not to exceed' dollar amount to be paid for the Revised Services to be performed under this Amended Call. The Revised Services to be performed under this Amended Call shall be completed within the time period beginning on May 11, 2015, and ending on December 31, 2015 an extension of zero months The attached Proposal contains a complete description of the Revised Services, and specifies the performance dates for the completion of the Revised Services, to be performed by the Contractor under this Amended Call. In no event shall the amount paid to the Contractor for the Revised Services provided to City by the Contractor under this Amended Call, including all fees or pre-approved costs and/or expenses, exceed fifty seven thousand seven hundred fifty six dollars (\$57,756.00), subject to budgetary appropriations. This Amended Call supersedes and replaces the Original Call and includes the entire amount of payments to the amount of Contractor for the Revised Services to be provided to the City.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

(Continued on Page 2 of 2)

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The Parties acknowledge and accept the terms and conditions of this Amended Call, as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executed the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

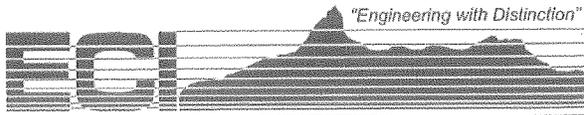
"CITY"

**ELECTRICAL CONSULTANTS, INC  
a Montana corporation**

Dated: 4/28/2015

By:   
GLENN SMITH, P.E.

Title: General Manager, Tucson Office  
Address: 6740 N. Oracle Road, Suite 100  
Tucson, AZ 85704  
Telephone: (520) 219-9933  
:  
Fax: (520) 219-9949  
"CONTRACTOR"



## ELECTRICAL CONSULTANTS, INC.

TUCSON OFFICE: 6740 N. ORACLE ROAD, STE #100, TUCSON, ARIZONA 85704 • PHONE: 520-219-9933 • FAX: 520-219-9949

March 27, 2015

Silicon Valley Power  
Rocco Colicchia  
3669 Citrus Ave  
Walnut Creek CA 94598-1722

### Re: SVP-015 Fairview Substation Cost Estimate through Construction

Dear Rocco:

Per your request following the pre-bid meeting on February 24, 2015 and subsequent conversations in March, I have put together a cost estimate for the Fairview Substation 60kV transmission line work. Listed below are the items and associated cost estimates needed to see this project through construction and close-outs.

1. Permit work that will be submitted to Santa Clara County. This has been discussed and approved previously and includes all necessary environmental and GIS documents, Traffic control plan, and required project management to complete the permitting process. This portion of the cost estimate equals \$6,225.
2. Finalization of the t-line construction drawings including additional cost for potential design changes that could occur during construction. The estimate to complete the construction drawings is \$4,480.
3. Construction support for approximately 4 weeks would total \$1,720.
4. Construction inspection of foundations. It is anticipated that one caisson foundation will be poured each day for the four caissons on the Project. Considering a day of travel before and after the inspection period brings the estimated duration to 6 days. Travel expenses and inspection are anticipated to bring the total cost to \$9,330.
5. Site visit(s) during construction. Per conversation we were going to count our pre-bid meeting as the construction site visit. The estimated pre-bid site visit cost is \$4,789 (This will be charged on a time and direct expense basis.).
6. Project closeouts and As-builts are estimated to cost \$2,662.

The summation of the six (6) above mentioned items comes to \$29,206. It is ECI's understanding that this amount will be applied to Call 14-1 upon approval from Silicon Valley Power.

If you have any questions regarding this proposal, please do not hesitate to contact me at (520) 219-9933.

Sincerely,

Bradley Stringham, P.E.  
Engineering Manager

cc: Glen Smith, PE, ECI

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 608.5

City of Santa Clara, California



**Date:** May 4, 2015

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of Call No. 15-3 for Professional Services with MTH Engineers, Inc. to Provide Construction Documents for Great America Parkway and Tasman Drive Street Lighting Improvement Project

**EXECUTIVE SUMMARY:**

Silicon Valley Power (SVP) is undertaking a capital improvement project to replace the existing street light poles along Great America Parkway between Highway 101 and Highway 237, and on Tasman Drive in Santa Clara between Sunnyvale and San Jose. The project will replace all high pressure sodium street lights along the approximately 3.9 mile-long Great America Parkway and Tasman Drive. The new street lights will use LED fixtures mounted on round tapered aluminum poles. Due to current work load and the amount of engineering and design work required, staff considers it necessary to use the services of an outside engineering firm to provide Preliminary Engineering and Fixture Selection (Phase 1), and Preparation of Construction Documents (Phase 2). Phase 1 was completed by MTH Engineers, Inc., as Call No. 14-3 under their current Call Agreement, and MTH has submitted a proposal in the amount of \$399,169.00 to complete Phase 2, as noted above, under Call No. 15-3 for Professional Services. A copy of Call No. 15-3 can be viewed on the City's website or is available in the City Clerk's Office to review during normal business hours.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Call No. 15-3 with MTH Engineers, Inc., will provide the necessary engineering needed to expedite the installation of new lighting along Great America Parkway and Tasman Drive to improve illumination levels in the streets north of Highway 101, encourage economic development and add aesthetic value to Santa Clara.

**ECONOMIC/FISCAL IMPACT:**

The total cost of Call No. 15-3 shall not exceed \$399,169.00. Sufficient funds are available in Electric Department Capital Project 2875, Great America Parkway and Tasman Drive Street Lighting Improvement, account 534-1376-80300-2875.

**RECOMMENDATION:**

That Council approve, and authorize the City Manager to execute, Call No. 15-3 for Professional Services with MTH Engineers, Inc., in an amount not to exceed \$399,169.00, for preparation of construction documents for Great America Parkway and Tasman Drive Street Lighting Improvement Project.

  
 \_\_\_\_\_  
 John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds:   
 534-1376-80300-2875                      \$399,169.00

APPROVED:  
  
 \_\_\_\_\_  
 Julio J. Fuentes, City Manager

  
 \_\_\_\_\_  
 Gary Ameling  
 Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

**Documents Related to this Report:**

- 1) Call No. 15-3 for Professional Services with MTH Engineers, Inc.

**CALL NO. 15-3  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY MTH ENGINEERS, INC.**

The Parties to this Call No. 15-3 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Electrical Consultants, Inc.," dated January 29, 2013, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by MTH Engineers, Inc., ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Tasman and Great America Parkway Street Lighting Improvements, Phase 2, Santa Clara, CA" dated February 23, 2015 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on June 16, 2015 and ending on June 30, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed three hundred ninety nine thousand one hundred sixty nine thousand dollars (\$399,169.00), subject to budgetary appropriations.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**MTH ENGINEERS, INC..**  
a California corporation

Date: 5/5/15

By:   
JULIO HERDOCIA

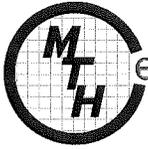
Title: Principal

Address: 3350 Scott Boulevard, Building H  
Santa Clara, CA 95054

Telephone: (408) 986-8558

Fax: (408) 986-9627

"CONTRACTOR"



**engineers, inc.**

3350 scott blvd., bldg. 11 • santa clara, california 95054 • (408) 986-8558 • fax (408) 986-9627

February 23, 2015 (rev. 4/22/15)

7B022315.200C

Mr. Mark Gervacio  
Silicon Valley Power  
1705 Martin Avenue  
Santa Clara, CA 95050

**Subject: Tasman and Great America Parkway Street Lighting Improvements, Phase 2,  
Santa Clara, CA**

Dear Mr. Gervacio:

MTH Engineers, Inc. is pleased to submit this proposal for assisting the City with preparation of construction documents for the installation of new LED roadway luminaires along Tasman Drive and Great America Parkway in Santa Clara.

Based upon discussions with Silicon Valley Power, we understand the City is interested in replacing the existing high pressure sodium and mercury vapor HID type street lights along an approximate 1.6 mile length of Tasman Drive (from Sunnyvale to San Jose) and an approximate 2 mile length of Great America Parkway (between State Routes 237 and 101) with new performance type LED roadway lighting.

This project includes three distinct phases of work:

- Phase 1 – Preliminary Engineering and Fixture Selection (in progress)
- Phase 2 – Preparation of Construction Documents
- Phase 3 – Services During Bidding and Construction

This proposal includes the tasks and services to be performed under Phase 2 of this project.

We have teamed with Harris & Associates and Biggs Cardosa Associates, who will provide civil engineering and structural engineering services respectively.

### ***Scope of Services***

MTH Engineers, Inc. has been requested to assist the City in the preparation of construction documents for the design of street light improvements along Tasman Drive and Great America Parkway in Santa Clara. This work will involve the design for installation of the new LED street lights and associated substructure improvements.

Preparation of the project base sheets and construction documents will prioritize the work along Tasman Drive. Construction documents for the work along Great America Parkway will follow after completion of the design work for the Tasman Drive alignment.

Following, is a description of the proposed scope of services.

**A. Aerial Flyover, Surveying and Preparation of AutoCAD Base Sheets (Phase 2)**

AutoCAD base sheets will be prepared for both Tasman Drive and Great America Parkway in Santa Clara in preparation for the development of construction drawings. Base sheets will utilize aerial photogrammetry obtained during a flyover of the project area. The aerial photogrammetry information will be digitized and supplemented with electronic utility location information, and available information from the City and from third party utilities. Street light and utility location information, if available from the City, will be incorporated into the base sheets.

Surveying will be performed to set the control points and to confirm locations of street lights, foundations, pull boxes and other features. The surveyors will also be tasked with identifying property lines and public utility easements adjacent the sidewalks and back of curb areas along Tasman Drive and Great America Parkway.

Phase 2 will also include a review of the City's existing record drawings, utility plans, and GIS information as well as field visits to spot check the information on the base sheets.

The base sheet development work will also include showing underground water, gas, storm drain, sanitary sewer, and telephone utility line locations within the project limits, from 10 ft in back of walk to 10 ft beyond face of curb. Underground utility information will be based on visual surveying, electronic field data collection, and on utility block maps where this information is made available to our civil engineers and surveyors.

Harris and Associates will be responsible for coordination of the aerial photogrammetry and ground surveying activities and for preparation of the AutoCAD base sheets.

**B. Perform Illumination Calculations to Document Expected Illumination Levels (Phase 2)**

If requested by SVP, perform illumination calculations using the AutoCAD base sheets, for up to four representative stretches of the project alignment (two along Tasman Drive and two along Great America Pkwy), to document the expected horizontal illumination levels achieved when the new luminaires are installed at approximately the same pole spacing as the existing street light pole locations. The calculation area for each of the four representative areas will be approximately 480 ft x 150 ft.

**C. Preparation of Construction Documents (Phase 2)**

The preparation of construction documents will include development of plans, specifications and a construction cost opinion for the following items:

1. Removal and salvaging of the existing poles and fixtures
2. Installation of the new LED roadway luminaires and new pole foundations

3. Installation of new service cabinets with distribution circuit breakers for protection of 208V, 1-phase street lighting circuits.
4. Replacement of existing "N9" type street lighting pull boxes with new #5 type pull boxes.
5. Replacement of damaged street lighting pull boxes with new #5 pull boxes.
6. Design of street light circuit wiring out of the new service cabinets.
7. Provision of a conduit stub-out from the street light pole foundation for outdoor distributed antenna system coaxial cable.
8. Incorporation of a typical ODAS remote equipment substructure detail into the Contract Documents.

During the construction document development phase, additional utility surveying (potholing) may be required to accurately locate and confirm existing underground utilities and other features not able to be identified during the ground surveying effort. Though the underground utility surveying process will include collection of electronic utility locating data, potholing may be necessary in areas where new substructure or foundations are to be installed. The scope and extent of recommended pothole surveying will be quantified during the Phase 2 work effort, in consultation with SVP.

The City has engaged another firm to design the installation of an Outdoor Distributed Antenna System (ODAS) that will affect (7) of the light poles on this project. The ODAS system will include 16 inch diameter (approx. 15 ft high) poles used to house the ODAS remote equipment. Above the pole section enclosing the ODAS equipment, the pole will taper, and will include a roadway arm and LED streetlight at a mounting height of 35 ft, and a cylindrical antenna mounted at the pole top.

The ODAS pole will be a custom designed pole, specified by the ODAS designers. The ODAS pole will be designed with a luminaire and arm to match that being specified for the street lighting project. We have included an allocation of 12 hours of engineering effort towards design coordination of the street lighting system improvements with that of the ODAS system installation.

Design review packages are proposed to be submitted for SVP review at the 65% and 100% completion stages. A final submittal of the plans and specifications will be made for City to use during the bidding process.

### ***Compensation***

MTH Engineers, Inc. proposes to perform the services described above for a fee of **\$399,169** as summarized below and as detailed in Exhibit A and Exhibit B.

| Task Description (Phase 2 Work Only)                  | Fee              |
|---|------------------|
| <b>MTH Engineers, Inc.</b>                            |                  |
| Project Management                                    | \$5,940          |
| Meetings and Coordination                             | \$2,640          |
| Design Coordination related to ODAS System            | \$1,900          |
| Site Visits and Investigation                         | \$25,680         |
| Preparation of Electrical Plans and Details           | \$134,380        |
| Preparation of Electrical Specifications              | \$14,240         |
| Illumination Calculations                             | \$5,070          |
| Cost Opinion  | \$3,810          |
| <b>MTH Subtotal:</b>                                  | <b>\$193,660</b> |
| <b>Biggs Cardosa Associates</b>                       |                  |
| Consultation on Foundation Details and Specifications | \$4,950          |
| <b>BCA Subtotal:</b>                                  | <b>\$4,950</b>   |
| <b>Harris &amp; Associates</b>                        |                  |
| Surveying and Preparation of Base Sheets              | \$196,089        |
| Prepare Civil Technical Specifications                | \$4,470          |
| <b>H&amp;A Subtotal:</b>                              | <b>\$200,559</b> |
| <b>Grand Total - Phase 2:</b>                         | <b>\$399,169</b> |

**Assumptions**

This proposal has been prepared with the following assumptions and clarifications:

1. The City has indicated a preference for a tapered aluminum pole with a standard roadway arm and a single roadway LED fixture. There will not be a pedestrian level fixture on this project.
2. We assume that the City has completed the fixture selection process and that the selected street light fixture is one of the alternative models proposed during Phase 1 of this project.
3. This proposal includes only the engineering fees for work designated to be performed under Phase 2. Engineering fees for Phase 3 work will be prepared at a later date, once the scope of requested services is defined.
4. Replacement of intersection safety lights and poles with mounted traffic signal equipment is not included in this project.
5. We have assumed the existing street light foundations will be inadequate for use with the new street light poles/electroliers, and have asked Biggs Cardosa Associates to assist

in confirming that the foundation design developed for the El Camino Real decorative fixtures likewise will be suitable for application on this project. We assume that all new pole foundations on this project will be based on this typical foundation detail.

6. Should the type and size of pole or luminaire change substantially from the alternative poles and fixtures submitted to SVP for review during Phase 1 of the project, the proposed engineering fees included herein may require adjustment.
7. Pothole surveys to locate underground utility lines are not included in this proposal.
8. Surveys to locate underground utility lines are limited to the scope and methods identified in the Harris and Associates proposal included as Exhibit B.
9. It is assumed that the City has adequate existing conduits, both in size and quantity, within sidewalks and crossing streets, for the new street lighting system. Design of new substructures will be required only where new street lighting pull boxes are to be "cut-in" adjacent to poles lacking a street light pull box, between new service cabinets and adjacent pull boxes, and for short conduit runs associated with installation of new street light pole foundations having short offsets from the existing foundations.
10. Illumination calculations, if requested by SVP, will be performed to document the expected horizontal foot-candle levels utilizing the similar pole spacing and similar pole locations as the existing street light pole locations.
11. Actual illumination values may differ from calculated values, especially if pole spacing needs to be altered to avoid conflict with existing utilities.
12. SVP will assist MTH Engineers in opening and accessing existing street lighting and low voltage electric pull boxes, service cabinet, controllers, and equipment enclosures.
13. SVP will assist MTH Engineers in identifying the location and size of existing street light circuit and secondary conduit runs and wire sizes.
14. The effort to prepare construction documents is based on an estimate of 48 drawing sheets covering the 1.6 mile length of Tasman Drive and 2 mile length of Great America Parkway within the City of Santa Clara.
15. Deliverables are proposed as follows:
  - a. 65% Submittal: electronic pdf files of preliminary plans
  - b. 100% Submittal: electronic pdf files of plans, specifications and cost opinion.
  - c. Bidding Submittal: original electronic files and pdf files of plans and specifications.

16. Aerial survey and base sheets are to be referenced to North American Datum 1983 State Plane California Zone 3 Feet coordinate system.
17. Base sheets utilizing the aerial survey data will be prepared in AutoCAD format, and will identify the control point locations used to obtain the aerial survey.
18. We assume the new luminaires and poles will be procured by the City as a complete package, independent of the Outdoor Distributed Antenna System (ODAS) equipment (ODAS equipment will be integrated with separately procured poles from those within the street lighting system replacement contract or will not otherwise impact substantially the design of the street lighting equipment and system).
19. We assume the ODAS designers will be responsible for the design of the entire integrated pole, roadway arm, luminaire, banner arms, and pole foundation, and that these poles, foundations, arms and luminaires will not be part of the street light replacement contract documents.
20. This proposal does not include structural engineering review of the ODAS pole or foundation design.
21. The new street light system for Tasman Drive and Great America Parkway will include a 7-contact photocell receptacle for the roadway luminaire.
22. SVP has eliminated the requirement for a wireless street lighting system monitoring and control system.
23. Power for the City's Advanced Metering Initiative equipment will be derived either from the 7-contact photocell receptacle provided for the roadway luminaire, or a separately installed photocell receptacle mounted at the pole top.

Please do not hesitate to call me should you have any questions regarding this proposal.

Sincerely,  
MTH Engineers, Inc.



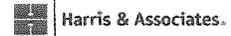
Curtis G. Takahashi, P.E.  
Principal

**EXHIBIT A  
(PHASE 2 WORK)**

| Description  | Proj Mgr<br>\$165 /hr  | Supv Engr<br>\$145 /hr | Design<br>\$110 /hr | Clerical |                  |
|--|------------------------|------------------------|---------------------|----------|------------------|
| <b>MTH Engineers, Inc. (Electrical)</b>                                    |                        |                        |                     |          |                  |
| Project Management   | 36                     |                        |                     |          | \$5,940          |
| Meetings   | 16                     |                        |                     |          | \$2,640          |
| Coordination w/ ODAS Project   | 8                      | 4                      |                     |          | \$1,900          |
| Site Visits  | 32                     | 80                     | 80                  |          | \$25,680         |
| Drawing Preparation  |                        |                        |                     |          |                  |
| Assume 1" = 20' scale, (40) Plan Sheets                                    |                        |                        |                     |          |                  |
| (1) Title Sheet, (1) Legend and Notes Sheet, (6) Detail Sheets = 48 Sheets | 96                     | 360                    | 576                 |          | \$131,400        |
| Voltage Drop Calculations  | 4                      | 16                     |                     |          | \$2,980          |
| Specifications   | 16                     | 80                     |                     |          | \$14,240         |
| Cost Opinion   | 2                      | 24                     |                     |          | \$3,810          |
| Illumination Calculations  | 6                      | 16                     | 16                  |          | \$5,070          |
| (4) Representative Areas, each area a maximum of 480 feet x 120 ft         |                        |                        |                     |          |                  |
| <b>Subtotal</b>  | <b>216</b>             | <b>580</b>             | <b>672</b>          | <b>0</b> | <b>\$193,660</b> |
| <b>Harris &amp; Associates (Civil)</b>                                     |                        |                        |                     |          |                  |
| <b>(See Attached Exhibit B)</b>  |                        |                        |                     |          |                  |
| Surveying, Base Sheets and Civil Specifications                            |                        |                        |                     |          | \$200,559        |
| <b>Subtotal</b>  |                        |                        |                     |          | <b>\$200,559</b> |
| <b>Biggs Cardosa Associates (Structural)</b>                               |                        |                        |                     |          |                  |
| Preparation of Foundation Detail and Structural Specifications             |                        |                        |                     |          |                  |
|  | Principal<br>\$235 /hr | Engr Mgr<br>\$150 /hr  | CAD<br>\$110 /hr    |          |                  |
|  | 2                      | 24                     | 8                   |          | \$4,950          |
| <b>Subtotal</b>  | <b>2</b>               | <b>24</b>              | <b>8</b>            |          | <b>\$4,950</b>   |
| <b>TOTALS</b>  |                        |                        |                     |          | <b>\$399,169</b> |

EXHIBIT B

**MTH**  
**Streetlight Improvements**



Tasman Drive from Lawrence Expressway to North 1st Street and Great America Parkway from HWY 101 to HWY 237 -  
Exhibit A (rev)

4/21/2015

| TASK   | Hourly Rate      |                 |                      |                 |             | Subconsultants                   |                         |                  | COST PER TASK |
|--|------------------|-----------------|----------------------|-----------------|-------------|----------------------------------|-------------------------|------------------|---------------|
|  | Project Director | Project Manager | Sr. Project Engineer | CADD Technician | TOTAL HOURS | Aerial Survey (Vertical Mapping) | Utility Survey (Sandis) |                  |               |
|  | \$210            | \$185           | \$140                | \$120           |             |                                  |                         |                  |               |
| 1. Provide control points (34 ground targets)  |                  |                 | 4                    |                 | 4           |                                  | \$ 12,940               | \$13,500         |               |
| 2. Aerial survey   |                  |                 | 4                    |                 | 4           | \$ 19,550                        |                         | \$20,110         |               |
| 3. Field survey to identify utility structures from sidewalk to sidewalk and 10' from back of walk |                  |                 | 4                    |                 | 4           |                                  | \$ 11,495               | \$12,055         |               |
| 4. Utility Locating all existing utilities from sidewalk to sidewalk and 10' from back of walk     |                  |                 | 4                    |                 | 4           |                                  | \$ 84,900               | \$85,460         |               |
| 5. Verify right-of-way, parcels, and easement information  |                  |                 | 4                    |                 | 4           |                                  | \$ 21,250               | \$21,810         |               |
| 6. Prepare base sheets with borders and title block (assume 46 sheets)                             |                  |                 | 20                   | 104             | 124         |                                  |                         | \$15,280         |               |
| 7. Check drawings  | 6                |                 | 10                   |                 | 16          |                                  |                         | \$2,660          |               |
| 8. Walk project limits   |                  | 16              | 16                   |                 | 32          |                                  |                         | \$5,200          |               |
| 9. Meetings (2 total)  |                  | 8               | 2                    |                 | 10          |                                  |                         | \$1,760          |               |
| 10. Project Management   |                  | 16              | 2                    |                 | 18          |                                  |                         | \$3,240          |               |
| 11. Prepare Civil technical specifications   |                  | 6               | 24                   |                 | 30          |                                  |                         | \$4,470          |               |
| Subconsultant mark-up  |                  |                 |                      |                 |             | 10%                              | 10%                     | \$15,014         |               |
| <b>TOTALS</b>  | <b>6</b>         | <b>46</b>       | <b>94</b>            | <b>104</b>      | <b>250</b>  | <b>\$ 19,550.00</b>              | <b>\$ 130,585.00</b>    | <b>\$200,559</b> |               |

**ASSUMPTIONS UPON WHICH FEE ESTIMATE IS BASED:**

1. Project is on Tasman Drive in Santa Clara from Sunnyvale to San Jose and Great America Parkway from Hwy 101 to Hwy 237 from 10' beyond back of walk to 10' beyond back of walk.
2. The basesheets are to include sidewalks, driveways, curb and gutter, property lines, ROW, vaults and all utilities covers with labels along sidewalks, streets, medians and 10' beyond back of sidewalk (including PUE) and 10' in the street beyond the face of curb, within project limits. Existing utilities (and laterals) will also be included within these same areas based on electronic utility locating data provided by Sandis and supplemental resources from utility block maps and asbuilts provided by the city as needed.
3. This is the construction document phase of the project.
4. Fee is based on 46 plan sheets, and 2 detail sheets.
5. Preparation of base sheets includes borders, title block, and standardizing the line work.
6. Base sheet preparation assumes 2 hours per sheet (46 sheets) and 6 hours per sheet for 2 sheets of details for Harris.
7. Fee does not include meeting time beyond the hours estimated, additional time for meetings can be added as an added cost.
8. Fee does not include providing record drawings.
9. Hours and fee for individual tasks are a guide; the total hours and cost for the project takes precedence.
10. Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
11. Performance of pothole services to locate questionable existing underground utility lines is excluded.

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # C.B. 6

City of Santa Clara, California



**Date:** April 29, 2015

**To:** City Manager for Council Action

**From:** Director of Water and Sewer Utilities

**Subject:** Approval of an Agreement with Bay Area Water Supply and Conservation Agency to Participate in the WaterSmart Software Home Water Use Reports Program

## EXECUTIVE SUMMARY:

On April 21, 2015, the City Council adopted a resolution authorizing implementation of Plan 3 of the Water Shortage Contingency Plan calling for 30% water use reduction target, and additional water use restrictions as required for State Water Resources Control Board (SWRCB) emergency conservation regulations. As part of this adoption, the City Council also approved an increase appropriation of \$450,000 for enhanced water conservation activities. Enhancements to existing conservation programs are necessary to make additional progress towards the 30% water reduction target. These enhancements include public outreach, additional rebates and financing incentives for grey water systems.

As part of these enhancements, the City can participate in the Bay Area Water Conservation Agency's ("BAWSCA) Home Water Use Reports Program ("Program"). As a member agency of BAWSCA, The City can participate in this Program. The Program takes water use data from customer bills to analyze and provide targeted water conservation messaging and recommendations for the end user. Ultimately, the Program will evaluate water use trends through education and targeted outreach. This focused and effective Program has been used by three other water agencies within Santa Clara County.

This Agreement with BAWSCA would include the following: a Utility Dashboard for all of the City's 26,000 customer water accounts, home water reports for all of the City's single family households (approximately 17,300 accounts), and desktop and mobile access with respective water use data for each of the City's single family households. By participating in this Program, the City would be eligible for Proposition 84 grant funding where available. Under the Proposition 84 grant, the City could receive a rebate of up to \$3 per household for each participating household, thereby lowering the overall program expense to the City.

Staff is proposing to enter into the Agreement with BAWSCA, for a not-to-exceed amount of \$116,375.00 with a termination effective on December 31, 2016.

City Manager for Council Action

Subject: Approval of an Agreement with Bay Area Water Supply and Conservation Agency to Participate in the WaterSmart Software Home Water Use Reports Program

April 29, 2015

Page 2

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Approval of the Agreement with Bay Water Supply and Conservation Agency will allow the City to promote and encourage customers to reduce overall water use. Enhancing the water conservation program for the community is necessary to make additional progress towards the 30% water reduction target and help the community meet the water use restrictions.

**ECONOMIC/FISCAL IMPACT:**

The total not to exceed amount for this Agreement is \$116,375.00. The total costs for this Agreement are currently budgeted in the Water and Sewer Utilities; Water Conservation Program (092-1413-87770), as per the increased appropriation approved by City Council on April 21, 2015.

**RECOMMENDATION:**

That the Council:

1. Approve and authorize the City Manager to execute the Agreement to Participate in the WaterSmart Software Home Water use Reports Program for July 1, 2015 Thru December 31, 2016 with the Bay Area Water Supply and Conservation Agency (BAWSCA) for an amount not to exceed \$116,375.00; and
2. Authorize the City Manager to make minor, non-substantive modifications to the Agreement, if necessary.

  
\_\_\_\_\_  
Christopher L. de Groot  
Director of Water & Sewer Utilities

APPROVED:

  
\_\_\_\_\_  
for Julio J. Fuentes  
City Manager

Certified as to Availability of Funds: CN  
092-1413-87770                      \$116,375.00

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

**MAJORITY VOTE OF COUNCIL**

*Documents Related to this Report:*

- 1) *Bay Area Water Supply and Conservation Agency Agreement to Participate in the WaterSmart Software Home Water Use Reports Program with the Agreement between Bay Area Water Supply and Conservation Agency and WaterSmart Software*

## **BAY AREA WATER SUPPLY AND CONSERVATION AGENCY**

### **AGREEMENT TO PARTICIPATE IN THE WATERSMART SOFTWARE HOME WATER USE REPORTS PROGRAM FOR JULY 1, 2015 THRU DECEMBER 31, 2016**

The Bay Area Water Supply and Conservation Agency (BAWSCA) will administer a Home Water Use Reports Program (Program) to develop and deliver individual household reports that use data analytics and behavioral science techniques to provide customized water consumption information, messaging, and water saving recommendations. The objective of the Program is to motivate customers to improve water use efficiency through changes in behavior or adoption of more water efficient technology by increasing customer awareness of household water usage when compared to peers.

BAWSCA has entered into a professional services agreement with WaterSmart Software, which provides that Participating Agencies will (in accordance with such agreement's terms) be entitled to control of, access to, copies of and unrestricted use of all deliverables, related to their individual Participating Agency, prepared by the vendors.

This agreement is for the WaterSmart Software Program, which utilizes paper and e-mail reports as well as an interactive web-based portal to deliver customized water consumption information, messaging, and water saving recommendations. BAWSCA's professional services agreement with WaterSmart Software, Inc. (WaterSmart Software) is attached hereto as Exhibit A (the WaterSmart PSA), and program details are provided in its attached Scope of Work and Schedule of Performance (Exhibits B and C to the WaterSmart PSA). Software-as-a-Service Provisions (Exhibit D to the WaterSmart PSA), which apply to BAWSCA and each Participating Agency and specify certain obligations and limitations on rights of each Participating Agency with respect to WaterSmart Software, are also included in Exhibit A hereto.

The respective roles and responsibilities of BAWSCA and each Participating Agency are outlined below:

#### BAWSCA's Roles and Responsibilities:

1. Overall Program management and coordination.
2. Development of regional and local messaging content for water use reports.
3. Maintain database of Program-wide data for billing and reporting purposes.
4. Conduct Proposition 84 grant administration, reporting and grant money disbursement.
5. Protect from disclosure any confidential information, including confidential or private customer information, provided to BAWSCA by Participating Agency or WaterSmart Software.

#### Participating Agency's Roles and Responsibilities:

1. Agreement to Program Scope of Work (Exhibit A) and Software-as-a-Service Provisions (Exhibit D).
2. Provide customer data to WaterSmart Software for report generation and transmittal in timely manner.
3. Respond to program related customer service calls pertaining to the individual Participating Agency.
4. Submission of Program data to BAWSCA via online database on a regular, bi-monthly basis, or as needed to support the Proposition 84 grant administration.
5. Customize report messaging to Participating Agency's customers (at Participating Agency's discretion).
6. Cooperate with BAWSCA in administering the Program.

This Program is eligible to receive funds as part of the BAWSCA Proposition 84 grant award. The grant will reimburse Participating Agencies up to \$3 per household annually for households participating in the Program. Grant funds are limited and are available on a first come first served basis. The actual reimbursement timeline and final amount will be dependent on BAWSCA's receipt of funds from the State.

Participating agencies may be required to pre-pay BAWSCA a deposit of 100% of the maximum budget amount shown in line k of the table on page 2. BAWSCA will determine whether the deposit account will be required upon receipt of the applications and will notify the Participating Agencies of its determination. If a deposit is required, BAWSCA will invoice individual Participating Agencies for the full deposit amount. Participating Agencies can add funds to their deposit account at any time during the Program period. Each Participating Agency's funds will be separately accounted for and the interest tracked individually. The deposit account will be used by BAWSCA to pay WaterSmart Software for the Program implementation costs on a monthly basis. On a monthly basis, BAWSCA will invoice each Participating Agency for its Program costs, detailing use of the deposit account, and identifying the remaining budget balance. At the end of the fiscal year, each Participating Agency will have the option of receiving a check for any remaining balance in the deposit account or applying the remaining balance to the participating in next year's Program.

Participating Agencies may terminate participation in the Program upon 30 days written notice to BAWSCA. Terminating Participating Agencies will be responsible for all costs related to the Participating Agencies' participation in the Program up to the effective date of termination.

1. NAME OF AGENCY:

City of Santa Clara

3. PHONE:

408-615-2000

2. CONTACT PERSON:

Mike Vasquez

4. E-MAIL:

MVasquez@SantaClaraCA.gov

| Program Item   | Unit Cost x Quantity   | Total Cost   |
|--|--|--------------|
| a. Program Setup (choose one)  |  |              |
| Standard   | \$10,000 x 1 Agency  | \$10,000.00  |
| Lite   | \$3,000 x 1 Agency   |              |
| Advanced Metering Infrastructure (AMI)   | \$30,000 x 1 Agency  |              |
| b. Annual Software Subscription: Program Administration and Analytics in Utility Dashboard | \$1.00 x <u>26,000</u> (total # of accounts served by Agency)                              | \$26,000.00  |
| c. Customer Portal: Mobile and Desktop Access  | \$1.00 x <u>17,300</u> (total # of households enrolled or served by Agency [see footnote]) | \$17,300.00  |
| d. Home Water Reports (sent 6 times annually)  | \$ 4.00 x <u>17,300</u> (# of households enrolled)   | \$69,200.00  |
| e. Welcome Letter & Customer Survey (included)   | \$0 (included in Standard and AMI service)   | \$0.00       |
| <b>f. Subtotal</b>   |  | \$122,500.00 |
| g. BAWSCA Member Discount  | (Subtotal * 5%)  | \$6,125.00   |
| h. BAWSCA Administration Fee   | \$0 for 1 <sup>st</sup> Program Year   | \$0          |
| <b>i. Maximum Program Budget</b>   | Subtotal – BAWSCA Member Discount + BAWSCA Administration Fee                              | \$116,375.00 |

Notes:

- a. Program Setup. One-time fee per number of agencies added to Program. Options include Standard (full customization), Lite (limited customization, no onsite meetings with agency representatives), and a setup fee for utilities with Advanced Meter Infrastructure.
- b. Annual Software Subscription. Ongoing annual costs associated with maintenance of agency and customer analytics and data access. Number of households should include all single-family residential accounts.
- c. Customer Portal Access. Should equal sum of Print and Digital Home Water Report recipients. If Participating Agency would like option to offer Customer Portal Access to residents not receiving Home Water Reports, should include total number of households served by Participating Agency.
- d. Home Water Reports (reports sent 6 times annually, by email where valid email address is available). Per household fee for reports sent directly to customers. Exact number of reports sent each cycle will vary based on

availability of valid meter data, and number of new or closed accounts in a given period.

- e. Welcome Letter. Included with first Home Water Report to welcome residents to the WaterSmart program and orient them to its features (branded for utility).
- f. Customer Insight Survey. Digital survey provided to residents to gather information on water conserving fixtures and behaviors, household attributes, customer satisfaction and attitudes.
- j. BAWSCA Administration Fee. Fee BAWSCA uses to recover costs of administering Program. No fee for first year of the program.

To memorialize this arrangement, please have the enclosed copy of this Application to Participate executed by an individual authorized to enter into such agreements and return it to BAWSCA, attention Andree Johnson, **no later than June 3, 2015**.

By submitting this Application to Participate, the Participating Agency agrees to pay its share of the Program costs, up to the maximum in line k, within thirty (30) days of its receipt of an invoice from BAWSCA. In addition, the Participating Agency represents it has reviewed the attached WaterSmart PSA; and the Participating Agency hereby acknowledges and finds acceptable the terms and conditions of the WaterSmart PSA including all of its exhibits. With respect to the Software-as-a-Service Provisions, WaterSmart Software is a third party beneficiary of this Application to Participate. The Participating Agency is responsible for working with WaterSmart Software to ensure it remains within the Maximum Program Budget. Participating Agency agrees to hold BAWSCA harmless from any claims or actions arising from WaterSmart Software's performance or any allegation that materials or services provided by WaterSmart Software infringe or violate third party intellectual-property right. The person signing below represents and warrants that they are authorized by the Participating Agency to bind the Participating Agency to this Application to Participate.

\_\_\_\_\_  
*[Signature of authorized representative]*

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Please print]*

**AGREEMENT**

THIS AGREEMENT is made as of this 22<sup>nd</sup> day of Aug 2014, by and between the Bay Area Water Supply & Conservation Agency ("Agency") and WaterSmart Software, Inc. ("Consultant" or "WaterSmart").

WHEREAS, Agency desires to obtain professional services in connection with the development and implementation of home water use reports to promote water use efficiency and has issued a Request for Proposals, a copy of which is attached hereto and incorporated herein as Exhibit A, and

WHEREAS, Consultant desires to perform such services and has represented that it is experienced and qualified to perform such services. It has submitted a Scope of Services, dated July 24, 2014, a copy of which is attached and incorporated as Exhibit B, a Schedule of Performance incorporated as Exhibit C, and a cost proposal/rate sheet, a copy of which is attached and incorporated within Exhibit E. Consultant has also submitted SaaS Provisions, setting forth certain provisions customary in the software-as-a-service ("SaaS") sector, which are attached and incorporated as Exhibit D.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES**

The scope of the Consultant's services shall consist of the services set forth in Exhibit B ("Scope of Services"). In the event of any conflicting terms among the exhibits, with regard to the scope of services to be provided by the Consultant, Exhibit B shall govern. In the event of any inconsistency between this Agreement and any exhibits, this Agreement and Exhibit D shall be construed consistently with one another to the greatest extent possible, and together their terms shall take precedence over conflicting terms of the other exhibits. Agency may also engage Consultant to perform additional work as set forth in Section 3 below.

**2. SCHEDULE AND TERM OF CONTRACT**

Consultant will commence work upon Agency's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 19, will complete the pilot program implementation work, including Phase I, II, and III, by December 31, 2015 in accordance with the Schedule included in Exhibit C. Optional services may be required, at Agency's sole discretion, at costs specified on Exhibit E or negotiated by the Parties.

The term of this Agreement consists of a base term (pilot program) commencing upon the execution date of this Agreement and terminating upon the successful completion of the pilot program, which is to be completed by December 31, 2015. Following completion of the pilot program, the term of this Agreement may be extended at the Agency's sole discretion for three additional one-year options terms. To the extent postal rate increases in effect during any option term affect Consultant's mailing costs under this Agreement, Consultant shall be

entitled to and the parties shall negotiate in good faith an equitable fee adjustment to reflect the direct cost of such increases during each option term. In the event Agency exercises its option(s) to extend the Agreement, it will provide Consultant notice at least 30 days prior to the expiration of the then-current term.

### **3. COMPENSATION**

Agency shall pay Consultant based on (1) the number of interested BAWSCA member agencies ("Participating Agency(ies)") that return an Application to Participate in the Home Water Use Reports Program and (2) the level of participation they select (as identified in the "Application to Participate"), attached hereto as Exhibit E, in accordance with the pricing specified therein. Agency shall notify Consultant by September 1, 2014 as to the maximum amount of compensation authorized, which amount will be specified in the Application to Participate submissions; provided, however, that if a Participating Agency modifies its Application to Participate after September 1, 2014, Agency shall follow the process to increase or decrease compensation set forth in Section 5. Agency will notify Consultant promptly in writing of any change in the maximum amount of compensation. In the event that a Participating Agency exercises its right to terminate its participation, Consultant will be compensated for costs incurred up to the effective date of such termination.

This is a requirements contract and in no event will Agency pay for more services than specified in the Applications to Participate, including any modifications thereto. Compensation will be based on services actually rendered. Agency will pay Consultant based on the rates set forth on Exhibit E, which is inclusive of all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant.

The Agency's Chief Executive Officer may from time to time request Consultant to perform additional tasks outside the scope of work described in Section 1, and not subject to the maximum compensation described above. At Agency's request, Consultant will (1) provide a proposal for such additional task(s) and (2) a proposed rate schedule and the parties shall discuss in good faith whether such work should take place under this Agreement or a separate agreement. If engaged, such task(s) will be on a work directive basis and will include a separate not-to-exceed budget for each specific task.

### **4. MANNER OF PAYMENT**

Consultant will submit detailed monthly invoices at the end of each month describing the work performed, including which Participating Agency the work was performed for, the personnel performing the work, the applicable deliverables, and Consultant's applicable fees, which will be consistent with Exhibit E. Setup and annual subscription fees will be billed for upon initiation of services. Invoices will also include total expenditures to date and the remaining balance on the budgeted or not-to-exceed amount. Invoices will be prepared in a format acceptable to Agency.

Agency will pay for work satisfactorily performed within thirty (30) days after receipt of an invoice meeting the requirements of this section. Should Agency dispute the accuracy of any invoice, or deem Consultant's work unsatisfactory, Agency will notify Consultant within 30 days of receipt of such an invoice. Agency will only pay the undisputed portion of any invoice.

Resolution of a dispute over an invoice will be pursuant to Section 20.

5. **CHANGES**

Agency may from time to time make commercially reasonable changes to the scope of work by written notice to Consultant. Agency will notify Consultant promptly in writing of any change in the maximum amount of compensation. If such changes increase, or decrease, the Consultant's cost of performing the work, or the time required for its completion, an equitable adjustment as mutually agreed will be made to the limit on compensation contained in Section 3, or the Schedule referred to in Section 2, or both.

In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Consultant will notify the Agency immediately of such condition or contingency. The Consultant will explain the circumstances giving rise to the unforeseen condition or contingency and will suggest the proposed adjustment in schedule or compensation. Consultant will notify the Agency prior to the time that the Consultant performs work or services related to any proposed adjustment. Any agreed-upon changes will be memorialized in a written amendment to the Agreement.

6. **CONSULTANT'S STATUS**

Consultant is an independent Consultant and not a partner or agent of, nor a joint venturer with, Agency. Neither Consultant nor any of Consultant's officers or employees are employees of Agency for any purpose. Consultant will determine the means and methods by which the work is performed; Agency may, however, monitor Consultant's performance.

7. **ASSIGNMENT**

Neither party may assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party. In the event Consultant is the subject of a merger, acquisition or other such change in control, Agency's consent to assignment by Consultant shall not be unreasonably withheld, denied or delayed.

8. **SUBCONSULTANTS**

Consultant may not subcontract any work to be performed under this Agreement without the prior written consent of Agency, except for minor administrative services. The following subconsultant is approved by Agency for the following task(s): Data-Mail, Inc., a printing and mailing vendor, and Rackspace Inc, a data server.

Consultant will be solely responsible for reimbursing any subconsultants and Agency will have no obligations to them.

9. **KEY PERSONNEL**

A material consideration in Agency's selection of Consultant is the experience and qualifications of the following persons.

- Doug Flanzer, CTO
- Chad Haynes, Senior Engineer
- Drew Bazan, Senior Engineer
- Will Holleran, Data Scientist
- Ora Chaiken, Director of Client Services
- Carolyn Strauss, Client Services Manager
- Ellisa Feinstein, Client Services Manager
- Brent Foreman, Client Services Manager

The Consultant agrees that these personnel will devote their personal attention to the work, as further described in Exhibit B. Consultant may substitute Key Personnel only with written approval of the Agency, which approval will not be unreasonably withheld. A written request for substitution must demonstrate the replacement person's similar qualifications and experience for a position.

#### **10. STANDARD OF CARE**

Consultant will exercise the same degree of care, skill and diligence in the performance of the work as would be exercised by a reasonable provider of SaaS services performing similar work for public agencies in the San Francisco Bay Area under similar circumstances. Consultant will re-perform, at no cost to Agency, services which fail to meet this standard. In the performance of its work, the Consultant represents that it (1) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (2) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

#### **11. OWNERSHIP OF WORK**

During the term of this Agreement Agency will be entitled to access to and copies of Consultant's deliverables prepared for Agency and each Participating Agency. Upon completion of the work, or earlier termination of this Agreement, copies of all such deliverables in the possession of Consultant or any subconsultant will be delivered electronically to Agency upon request. Consultant may retain all materials and deliverables produced under this Agreement, subject to the provisions of Section 12. Participating Agencies that execute an Application to Participate will also be entitled to access to, copies of, and use of all deliverables, applicable to their respective Participating Agency, prepared by Consultant, pursuant to the terms of the Application to Participate and Exhibit D hereto (which is incorporated by reference in the Application to Participate).

The parties' intellectual property rights are governed by Exhibit D. The above provisions of this Section 11, and ownership of and access to all reports, plans and other materials prepared, or in the process of being prepared, by Consultant under this Agreement shall be subject to Exhibit D (and Exhibit D shall prevail in the event of any conflict with this Section 11 or a Participating Agency's Application to Participate). Agency agrees to include Exhibit D in the Application to Participate and provide to Consultant from each Participating Agency a signed copy of the Application to Participate (in a form acceptable to Agency and Consultant)

acknowledging this Agreement and each of its exhibits and binding each Participating Agency to the terms of Exhibit D.

The Consultant represents and warrants that all materials prepared under this Agreement are original and/or developed from data received in performance of this Agreement and/or materials owned by Consultant or in the public domain, and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **12. CONFIDENTIALITY**

Consultant will hold in confidence any Agency and Participating Agency materials or data to which the Consultant has access, or materials prepared by the Consultant during the course of this Agreement which duplicate such materials or data ("Confidential Information"). Consultant will exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees, subcontractors and agents of the Consultant as necessary to perform services under this Agreement. Consultant, its employees, subcontractors, and agents, may not release any Confidential Information, and any reports or other materials prepared by it under this Agreement if within the scope of "Confidential Information" as defined herein, without the prior written approval of Agency or the Participating Agency to which such Confidential Information, reports or materials pertain. Agency grants permission to Consultant to release Confidential Information related to a specific Participating Agency to the specific Participating Agency. Consultant shall not release any Confidential Information related to a specific Participating Agency to any other Participating Agency; provided, however, that aggregate and anonymous data may be used and disclosed as provided below.

"Confidential Information" shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by Consultant; (ii) information that Consultant can demonstrate was in its possession prior to receipt in the course of this Agreement; (iii) information received by Consultant from a third party without an obligation of confidentiality; (iv) information Consultant can demonstrate was independently developed by it or a third party; or (v) information that Consultant is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to Section C of Exhibit D and the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Notwithstanding the foregoing, Consultant is permitted to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to residential end customers and their water consumption, including without limitation derivative data and data combining the data of two or more utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes.

### 13. INDEMNIFICATION

Consultant will indemnify and hold harmless the Agency, its directors, officers, employees and agents from and against any and all suits, claims or actions arising out of (i) any injury to persons or damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant if caused by the willful misconduct, negligent act or omission by Consultant, its employees, subcontractors or agents, or (ii) any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such suits, claims or actions, and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the Agency or any of the other individuals enumerated above in any such action, the Consultant will, at its expense, satisfy and discharge the same. This indemnification will survive the expiration or earlier termination of this Agreement.

### 14. INSURANCE

#### A. Types of Insurance

(1) Workers' Compensation Insurance. If Consultant employs any person to perform work under this Agreement, Consultant will procure and maintain:

(a) Workers' Compensation Insurance meeting the requirements of the State of California, and

(b) Employer's Liability Insurance with a policy limit of at least One Million Dollars (\$1,000,000) per accident or illness.

The policy will contain a waiver of subrogation in favor of Agency and its directors, officers, employees and agents.

(2) Commercial General Liability Insurance. Consultant will procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least One Million Dollars (\$1,000,000). This insurance will include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Agreement, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said Policy will protect the Consultant and the Agency in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

(3) Comprehensive Automobile Liability Insurance. Consultant will procure

and maintain Automobile Liability insurance on vehicles used in connection with its business in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence or claim. This insurance will provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(4) Professional Liability Insurance. Consultant will maintain Professional Liability insurance covering Consultant's performance of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence or claim.

**B. Other Requirements**

(1) Insurers. All insurance policies must be issued by a California admitted carrier. Insurance policies issued by surplus lines carriers are not acceptable absent the express written approval of Agency and the carrier is listed on the California DOI LASLI list. Policies must be issued by insurers must have a Best Financial Strength Rating of A- or better, and be in the Best Financial Size Category of VII or larger.

(2) Endorsements

(a) The company(ies) issuing all such policies will agree to give Agency thirty (30) days advance written notice of non-renewal or cancellation.

(b) The Commercial General Liability and Automobile Liability policies will include Agency, its directors, officer and employees as additional insureds.

(c) The Commercial General Liability and Automobile Liability policies will be primary to and not contributing with any insurance maintained by Agency.

(d) The inclusion of more than one insured will not affect the rights of such insureds as against one another; such policies will protect Consultant and Agency as though a separate policy had been issued to each, but inclusion of more than one insured will not increase the limits of the insurer's liability.

(3) Evidence of Insurance. Before commencing work, Consultant will provide Agency with a certificate or certificates of insurance evidencing the existence of the required insurance policies. Agency may request a duplicate original of such policies and endorsements. The Consultant may not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times will satisfy the requirements of the insurer for the purpose of maintaining the required insurance in effect.

(4) Notice to Agency. If any claim is made by any third person against the Consultant on account of any incident connected to the Agreement, the Consultant will promptly report the fact in writing to the Agency, giving full details of the claim.

(5) Self Insurance, Deductibles, and Retentions. Upon evidence of financial capacity satisfactory to the Agency, and Consultant's agreement to waive subrogation against the Agency respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution

from the Agency. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that the Agency seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

(6) Subcontractors. Any person, firm, or corporation that the Consultant authorizes to work pursuant to this Agreement, including any subcontractor, is deemed to be the Consultant's agent and is subject to all applicable terms of this Agreement. Prior to the Consultant's start of the work, the Consultant agrees to procure and maintain for each subcontractor, or require its subcontractors to procure and maintain, at the Consultant's (or its subcontractor's) sole cost and expense (and to prove to the Agency's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described above. Such insurance must remain in effect throughout the term of this Agreement and will be at the sole cost and expense of the Consultant (or its subcontractors).

## 15. RECORDS

Agency and its authorized representatives, including the California State Auditor, may inspect and make copies of Consultant's books, records and data relating to billing under the Agreement, as well as any reports and deliverables specified by the Scope of Services, at any reasonable time during Consultant's business hours upon reasonable prior written notice to Consultant, and may audit and verify invoices submitted by Consultant. Consultant will provide such assistance as may be reasonably required in the course of such inspection and audit.

Consultant will maintain its above-specified records relating to this Agreement, and make them available for inspection, for a period of three (3) years after Agency makes final its payment to Consultant.

## 16. NONDISCRIMINATION

In connection with the performance of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender identity, and denial of family care leave. Consultant and subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subcontractors will comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this

Agreement by reference and made a part hereof as if set forth in full. Consultant will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**17. COMPLIANCE WITH LAW**

In connection with the performance of this Agreement, Consultant and Agency will comply with all applicable federal and state laws, including regulations of federal and state agencies, and with applicable local ordinances.

**18. MODIFICATION**

This Agreement may be modified or amended only by a written document signed by both parties.

**19. TERMINATION**

Agency may terminate this Agreement at any time and for any reason by 14 days written notice. Upon receiving notice of termination, Consultant will promptly wind down its work and deliver to Agency all deliverables prepared per the requirements of the Scope of Services and materials obtained in performance of this Agreement and will not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by Consultant, Agency will pay Consultant, in accordance with the provisions of Sections 3 and 4, all sums actually due and owing from Agency for all services performed and all expenses incurred up to the effective date of termination, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for breach or default, Agency will pay Consultant for only those services performed and expenses incurred in full accordance with the terms of this Agreement, up to the effective date of termination. Whether terminated for breach or for convenience, the Agency will not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement.

**20. DISPUTE RESOLUTION**

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of executives, in a good faith attempt to resolve the dispute. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. Unless otherwise directed by Agency, Consultant will continue performance under this Agreement while matters in dispute are being resolved.

In the event the parties agree to mediation, the party proposing mediation will provide the other party with the names of three mediators (provided by the American Arbitration Association, JAMS, or other such organization), each of which is acceptable to that party. The

other (second) party will select one of the three mediators and notify the first party of its selection within fifteen (15) days after receiving the names of the three mediators. If the second party fails to make a selection within this fifteen (15) day period, the first party may either select the mediator from among the three it proposed or may pursue its legal and equitable remedies through litigation.

The parties will meet with the mediator within thirty (30) days of his/her selection and will discuss the dispute with the mediator in a good faith effort to reach an agreement. However, nothing in this section requires either party to make a concession or accept an offer. If the mediation does not resolve the matter to the satisfaction of both parties within sixty (60) days after the mediator is selected, either party may pursue its legal and equitable remedies through litigation. Any lawsuit between the parties will be filed and prosecuted in the Superior Court of the State of California and the agreed venue is the County of San Mateo; provided, however, that any claim(s) involving intellectual property rights may, if necessary for enforcement of such rights, be filed in any court with jurisdiction over such claim(s). This section does not limit Agency's right to terminate the Agreement.

## **21. NOTICE**

All notices will be given in writing by personal delivery, or first class mail, to the parties at the following addresses:

If to Agency: Bay Area Water Supply & Conservation Agency  
155 Bovet Road, Suite 650  
San Mateo, CA 94402  
Attention: Chief Executive Officer

If to Consultant: WaterSmart Software, Inc.  
20 California Street, Suite 200  
San Francisco, CA 94111  
Attention: President

Notice given by mail will be deemed received two days after it is deposited in the United States mail postage prepaid, addressed as provided above.

Day-to-day communications will be between Andree Johnson for Agency at (650) 349-3000, and Ora Chaiken for Consultant at (650) 207-1173.

## **22. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under the Agency's Conflict of Interest Code. The Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by Agency upon receipt.

No person previously in the position of director, officer, employee or agent of the Agency may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before the Agency, or any officer or employee of the Agency, for a period of twelve (12) months after leaving office or employment with the Agency if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

**23. PUBLICITY**

The Consultant, its employees, subcontractors, and agents will not refer to the Agency, or use any logos, images, or photographs of the Agency for any commercial purpose, including, but not limited to, advertising, promotion, or public relations without the Agency's prior written consent. Such written consent will not be required for the inclusion of the Agency's name on a customer list.

**24. WAIVER**

A waiver of any requirement of this Agreement must be in writing by an authorized representative of the party waiving the requirement. The waiver by either party of a breach of any requirement of this Agreement will not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

**25. INTERPRETATION**

Section headings are solely for convenience and are not intended to affect the interpretation of the Agreement. The Agreement will be interpreted reasonably, not in favor of or against either party.

**26. ENTIRE AGREEMENT**

This Agreement including any exhibits or attachments, constitutes the complete agreement between the parties and supersedes any prior agreements, promises, and understandings whether written or oral. This Agreement may be modified or amended only by written instrument signed by both the Consultant and the Agency.

**27. NO THIRD PARTY RIGHTS**

The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

**28. SEVERABILITY**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event such provision will be severable and will not affect the validity or enforceability of any other provision.

**29. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

**30. WARRANTIES**

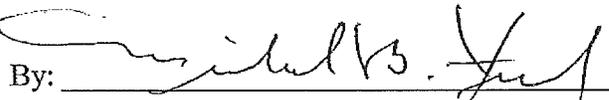
Neither party makes any warranties or representations, either express or implied, beyond such as are explicitly stated in this Agreement.

**31. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

BAY AREA WATER SUPPLY & CONSERVATION AGENCY  
(AGENCY)

By:  Date: 8/20/14

<sup>POK</sup> Nicole Sandkulla, Chief Executive Officer/General Manager

WATERSMART SOFTWARE, INC.  
(CONSULTANT)

By:  Date: 8/22/14

Title: President

Taxpayer ID Number: 27-1447869

July 24, 2014

## EXHIBIT B: SCOPE OF WORK

WaterSmart Software ("WaterSmart") will work to implement a program with each participating Bay Area Water Supply and Conservation Agency ("BAWSCA") member agency ("Participating Agency"), which will include configuring the technology platform, integrating BAWSCA and Participating Agency data streams while following all data security and privacy requirements, and designing a detailed rollout plan.

This Scope of Work lays out all steps and responsibilities. Participating Agencies may select from three levels of service ("Standard", "Lite", and "AMI") using the "APPLICATION TO PARTICIPATE IN THE WATERSMART SOFTWARE HOME WATER USE REPORTS PROGRAM" (Exhibit C in Professional Services Agreement). The costs due to BAWSCA from the Participating Agency from each program and level of service is provided in the Application to Participate. This Scope of Work includes information for the "Standard" "Lite" and "AMI" implementations specified in the Application to Participate.

### SECTION 1: PROGRAM INITIALIZATION

#### 1.1 — COHORT GROUP METHODOLOGY

WaterSmart has the capability to divide each Participating Agency's residential enrolled accounts, in coordination with Participating Agency staff, into groups of similar residences in order to maximize the relevance of water use comparisons and potential water savings. WaterSmart will also work with Participating Agency staff to select a control group that will not receive WaterSmart communications but will be used for measurement and verification purposes.

Based on prior experience implementing similar programs, WaterSmart proposes dividing households into sets of comparable residences based on one or more of the following variables:

- Number of occupants per home (based on user-generated information)
- Irrigable area (e.g. small, medium, large, etc.) to be determined based on home size and lot size information contained in real estate data obtained by WaterSmart, or optionally, provided by Participating Agency if it already possesses such information
- Residence location (e.g. city, zip code, etc.) for utilities which span large areas

In the absence of customer-supplied occupancy data, WaterSmart recommends using the number of bedrooms (based on real estate or census data) per residence as a proxy for number of occupants.

In addition, WaterSmart also randomly may assign groups of households to receive different messages in the Home Water Reports or Portal, to test the effectiveness of various approaches. Participating Agency will be informed of these messages and the results of such tests.

## 1.2 — DESIGN OF PRODUCTS

All of the customer-facing materials that WaterSmart develops for Participating Agency, including the print and email Home Water Reports and the Customer Portal, are based on existing, WaterSmart product templates. These materials will be white-labeled with the Participating Agency's name and logo. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features.

The format, design and content of Home Water Reports will be based on existing WaterSmart documents, a current version of which is shown in Appendix A.

The Customer Portal Web application design will be based on WaterSmart's existing portal, a current version of which is shown in Appendix B.

Every page on the Customer Portal will include a link to WaterSmart's privacy policy and terms and conditions. Such files will be located on Participating Agency's Customer Portal server.

The Utility Dashboard design will be based on WaterSmart's existing online Participating Agency dashboard, a current version of which is shown in Appendix C.

## 1.3 — CUSTOMIZATION OF HOME WATER REPORTS & WEB APPLICATIONS

WaterSmart provides a SaaS (Software-as-a-Service) solution. The product set is fully functional and ready to launch as soon as Participating Agency provides the Consumption and Residence data files specified in Section 5.1 below, as well as a high-resolution file of Participating Agency's logo. Product can be launched after WaterSmart completes its standard quality assurance setup procedures. Product content may be customized, at Participating Agency's option, at the start of the program, as listed herein.

---

### STANDARD

With a 'Standard' implementation, each Participating Agency has the option to add or substitute the following content, as applicable to the then current design of the Home Water Report:

- Availability and/or value of Participating Agency's incentive/rebate programs
- Customized descriptions for each of the personalized ways to save, within space constraints
- Customized messages for the Data Insights/Messaging section of the Report

- Inclusion of a comparison to customer's water allocation, budget based billing information or water conservation goal in lieu of one of the similar household comparisons
- Email address which should be shown as sender of email Home Water Reports
- List of up to ten (10) recipients of courtesy copies of print or email home water reports
- Program participation data for individual households, which will be used to generate relevant recommendations and analytics. Programs can include rebates, event participation, water waste citations, etc.

The WaterSmart project manager assigned to Participating Agency will assist in customizing this content at the start of the Program. Participating Agency and WaterSmart agree to complete this process in a timely manner, and it is expected that this will be no more than ten (10) business days from when initial materials are provided to Participating Agency.

Once the above content is customized, if desired, and approved by Participating Agency, WaterSmart will use its Recommendation Engine to generate customized Reports featuring this content for each household.

---

#### LITE

WaterSmart's SaaS solution is fully functional with existing recommendations, pictures, messages and language that engage customers and provide targeted recommendations. With a 'Standard' implementation, each Participating Agency has the option to add or substitute the following content, as applicable to the then current design of the Home Water Report:

- Email address which should be shown as sender of email Home Water Reports

All other content will be based on WaterSmart's existing language and content.

---

#### AMI

With an 'AMI' implementation, each Participating Agency has the option to add or substitute the following content, as applicable to the then current design of the Home Water Report:

- Availability and/or value of Participating Agency's incentive/rebate programs
- Customized descriptions for each of the personalized ways to save, within space constraints
- Customized messages for the Data Insights/Messaging section of the Report
- Inclusion of a comparison to customer's water allocation, budget based billing information or water conservation goal in lieu of one of the similar household comparisons
- Email address which should be shown as sender of email Home Water Reports
- List of up to ten (10) recipients of courtesy copies of print or email home water reports

- Program participation data for individual households, which will be used to generate relevant recommendations and analytics. Programs can include rebates, event participation, water waste citations, etc.
- Leak alert messaging and parameters for notification

The WaterSmart project manager assigned to each Participating Agency will assist in customizing this content at the start of the Program. Participating Agency and WaterSmart agree to complete this process in a timely manner, and it is expected that this will be no more than ten (10) business days from when initial materials are provided to Participating Agency.

#### 1.4 — DATA SPECIFICATIONS & TRANSFER PROTOCOLS

WaterSmart will work with Participating Agency to provide file specifications that maximize the ease of data extraction on Participating Agency’s behalf and optimize the process of data integration on WaterSmart’s behalf.

In general, WaterSmart will require two files, one that describes residences and accounts (“the **Residence File**”) and another that details consumption history and billing amounts (the “**Consumption File**”). In the **Residence File**, WaterSmart will request such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Property APN, where available
- Meter Size
- Service Address
- Billing Address
- Customer Name
- Customer Email, where available

In the **Consumption File**, WaterSmart will request, for at least the last two years, but ideally for five to ten years in the past, such fields as, but not limited to:

- Account Number
- Account Sequence Number
- Meter I.D. (serial number)
- Current Meter Read
- Previous Meter Read
- Days in Billing Cycle
- Consumption
- Bill and water allocation details as mutually agreed

The above list of fields is intended to serve as an example. During the project kickoff process, WaterSmart and Participating Agency will work together to discuss the ramifications of the

presence or absence of data in the feeds.

WaterSmart will provide Participating Agency with a private, password-protected FTP destination for regular delivery of the data. This secure FTP site will be hosted on WaterSmart's server infrastructure.

#### 1.5 — CUSTOMER CONFIDENTIALITY & DATA SECURITY

WaterSmart will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from Participating Agency.

WaterSmart will continue to enact standard controls, policies, and procedures to ensure the security of Participating Agency's data and customer provided information, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all WaterSmart server infrastructure, password authentication on all Web site interaction, and audit logging.

#### 1.6 – STAFF TRAINING

---

##### STANDARD

At the start of the Program, WaterSmart will conduct an in-person initial training meeting with Participating Agency. The standard training will orient Participating Agency staff involved in the Program with the Reports and Web Applications. WaterSmart suggests Participating Agency include a representative from each functional group that will be involved with the implementation of the program. Additional training may be available subject to the mutual agreement of the parties and may require additional compensation.

---

##### LITE

At the start of the Program, WaterSmart will provide a link to an online video training for use by Participating Agency staff. The training will include information on the Home Water Report, Customer Portal and Utility Dashboard. WaterSmart will also provide a digital copy of a WaterSmart Utility Guide that provides information to answer frequently asked questions.

---

##### AMI

At the start of the Program, WaterSmart will conduct an in-person initial training meeting with Participating Agency. The standard training will orient Participating Agency staff involved in the Program with the Reports and Web Applications. WaterSmart suggests Participating Agency

include a representative from each functional group that will be involved with the implementation of the program. Additional training may be available subject to the mutual agreement of the parties and may require additional compensation.

## SECTION 2: PROGRAM IMPLEMENTATION

### 2.1 - CUSTOMER INSIGHT SURVEY

#### STANDARD

WaterSmart will prepare and mail a paper survey or mail a digital survey link to all of the Participating Agency's enrolled residential accounts. The Survey has been prepared with input and guidance from Maddaus Water Management and UC Berkeley Professor Michael Hanemann. The survey may have approximately 30 questions related to occupancy, fixtures, appliances, demographics, water-related attitudes and behaviors. The generic Survey will be updated with Participating Agency's specific information, such as service area and mailing address. If it wishes, Participating Agency may add/replace two additional questions to the Survey, in coordination with WaterSmart.

The results of the Survey are used to establish baseline attitudes and customer satisfaction, occupancy rates, saturation rates of fixtures and appliances, and customer willingness to implement various water use efficiency behaviors and upgrades, and to gather email addresses. The Surveys help WaterSmart and Participating Agency improve the targeting of water-saving actions at the household level and in aggregate.

WaterSmart will share all results of the Surveys with Participating Agency. WaterSmart will provide a report to Participating Agency with an analysis of aggregate survey responses. WaterSmart also can provide access to the complete set of Survey responses, so that Participating Agency may view all entries, including residents' responses to open-ended questions, to which Participating Agency may wish to respond.

#### LITE

A customer survey is not included in the 'Lite' implementation.

#### AMI

WaterSmart will prepare and mail a paper survey or mail a digital survey link to all of the Participating Agency's enrolled residential accounts. The Survey has been prepared with input and guidance from Maddaus Water Management and UC Berkeley Professor Michael Hanemann. The survey may have approximately 30 questions related to occupancy, fixtures, appliances, demographics, water-related attitudes and behaviors. The generic Survey will be updated with Participating Agency's specific information, such as service area and mailing address. If it wishes, Participating Agency may add/replace two additional questions to the Survey, in coordination with WaterSmart.

The results of the Survey are used to establish baseline attitudes and customer satisfaction, occupancy rates, saturation rates of fixtures and appliances, and customer willingness to implement various water use efficiency behaviors and upgrades, and to gather email addresses. The Surveys help WaterSmart and Participating Agency improve the targeting of water-saving actions at the household level and in aggregate.

WaterSmart will share all results of the Surveys with Participating Agency. WaterSmart will provide a report to Participating Agency with an analysis of aggregate survey responses. WaterSmart also can provide access to the complete set of Survey responses, so that Participating Agency may view all entries, including residents' responses to open-ended questions, to which Participating Agency may wish to respond.

## 2.2 – WELCOME LETTER

---

### STANDARD

WaterSmart will send a one-page welcome letter printed on Participating Agency's digital letterhead to all residential accounts included in the mailing of the Customer Insight Survey. This welcome letter will inform residents about the program and what they can expect to receive. WaterSmart will provide one or more samples, which Participating Agency may edit or approve as-is. The finalization of this content will be completed at the start of the Program within the same times and timeframes as the customization of other program content.

---

### LITE

A welcome letter is not included in the 'Lite' implementation. Welcome, orientation messages will be included in the rotating content on the first Home Water Report.

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### AMI

WaterSmart will send a one-page welcome letter printed on Participating Agency's digital letterhead to all residential accounts included in the first mailing of the Customer Insight Survey. This welcome letter will inform residents about the program and what they can expect to receive. WaterSmart will provide one or more samples, which Participating Agency may edit or approve as-is. The finalization of this content will be completed at the start of the Program within the same times and timeframes as the customization of other program content.

### 2.3 — EMAIL HOME WATER REPORTS

WaterSmart will email Home Water Reports on a bi-monthly basis to enrolled accounts for which an email address is available (through the Customer Insight Survey or other means). Each email Home Water Report will contain the design and content as outlined in Section 3. WaterSmart shall strive to produce the email Reports within seven (7) business days of WaterSmart's receipt of all Customer data files from Participating Agency for that billing cycle.

### 2.4 — PRINT HOME WATER REPORTS

WaterSmart will produce, print and mail paper Home Water Reports on a bi-monthly basis for enrolled accounts where a valid email address is not available. The accounts chosen to receive print Home Water Reports will be provided by Participating Agency, or designated by clear criteria (e.g. 25% of accounts with highest water consumption in a given period.) The format of the Home Water Reports will be based on WaterSmart's existing product, as specified in Section 3. WaterSmart shall strive to produce the paper Reports within seven (7) business days of WaterSmart's receipt of all Customer data files from Participating Agency for that billing cycle.

### 2.5 — CUSTOMER SERVICE SUPPORT

Participating Agency shall have the primary responsibility for providing customer service to Customers. WaterSmart will provide a list of Frequently Asked Questions to both enrolled Customers and Participating Agency staff to facilitate this process. WaterSmart also provides the Customer Support section within the Utility Dashboard, which is designed to help customer service representatives respond to Customers.

---

### STANDARD

WaterSmart will provide service and support to Participating Agency's staff regarding their technical questions about WaterSmart's **Customer Portal** and **Utility Dashboard Web** applications and Home Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday

thru Friday, excluding federal holidays. For clarity, this does not include questions related to hardware, software, third party services, or other technical questions beyond the specific scope of the **Customer Portal** and **Utility Dashboard** or Home Water Reports.

WaterSmart's project manager will work with Participating Agency's primary contact to assist in addressing additional customer issues. All inquiries from Participating Agency customers outside the scope indicated above, including without limitation questions about water data, will be directed to Participating Agency.

---

#### LITE

WaterSmart will provide service and support to Participating Agency's staff regarding their technical questions about WaterSmart's **Customer Portal** and **Utility Dashboard** Web applications and Home Water Reports via email during normal business hours. For the first month after implementation, five hours of technical support are available to each Participating Agency per month. Following the first month, two hours of technical support are available to each Participating Agency per month. Utilities will be notified when the allotted technical support time has been spent for a given month. Additional time spent for technical assistance will be billed on an hourly basis at a rate of \$150 per hour. For clarity, this does not include questions related to hardware, software, third party services, or other technical questions beyond the specific scope of the **Customer Portal** and **Utility Dashboard** or Home Water Reports.

WaterSmart's project manager will work with Participating Agency's primary contact to assist in addressing additional customer issues. All inquiries from Participating Agency customers outside the scope indicated above, including without limitation questions about water data, will be directed to Participating Agency.

---

#### AMI

WaterSmart will provide service and support to Participating Agency's staff regarding their technical questions about WaterSmart's **Customer Portal** and **Utility Dashboard** Web applications and Home Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays. For clarity, this does not include questions related to hardware, software, third party services, or other technical questions beyond the specific scope of the **Customer Portal** and **Utility Dashboard** or Home Water Reports.

WaterSmart's project manager will work with Participating Agency's primary contact to assist in addressing additional customer issues. All inquiries from Participating Agency customers outside the scope indicated above, including without limitation questions about water data, will be directed to Participating Agency.

## 2.6 – MARKETING AND ADVERTISING

Participating Agency agrees to allow WaterSmart, during the term of this Contract, to use Participating Agency's name in promotional materials including, but not limited to, a name and logo listing on the corporate website of WaterSmart and in press releases and in conversations with the public, investors, partners and media.

Additionally, BAWSCA agrees to allow WaterSmart, during the term of this Contract, to use BAWSCA's name in promotional materials including, but not limited to, a name and logo listing on the corporate website of WaterSmart and in press releases and in conversations with the public, investors, partners and media.

## SECTION 3: DESIGN OF PRODUCTS

### 3.1 — CUSTOMER PORTAL

The **Customer Portal** Web application, provided by WaterSmart and accessible to all enrolled residential accounts, shall contain content such as that specified below.

The **Customer Portal** Web application initially shall be assigned the following URL address:

<https://utility.waterinsight.com/>

Additionally, Participating Agency may notify WaterSmart of and set up a redirect to the URL above from a page of their own website, such as "http://[utility website]/waterinsight" in order to promote their own domain. In such a case, WaterSmart would publish this Participating Agency page URL on all resident-facing materials.

WaterSmart will launch the **Customer Portal** and **Utility Dashboard** Web applications prior to the delivery of the first Home Water Reports. WaterSmart will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the **Customer Portal** and **Utility Dashboard**. Excluding any down time for maintenance and/or upgrades, WaterSmart will make strong efforts to provide the customers and Participating Agency with access to their respective Web applications on a continuous basis. WaterSmart will provide advance notification of any planned outages and will

notify Participating Agency without unreasonable delay if it detects or receives actual notice of any material problems relating to the **Customer Portal** and/or the **Utility Dashboard**.

*Functionality:*

---

STANDARD

With respect to each Customer and subject to availability of source data from Participating Agency:

- Water use consumption
- Water use comparisons among comparable residences
- Water score (per billing period)
- Water score and ranking (gallons per capita per day)
- Availability and/or value of Participating Agency's incentive/rebates programs (if provided)
- Historical water use comparisons
- Indoor/outdoor water use estimates, highlighting end uses of water
- Suggested ways to save - per WaterSmart Recommendation Engine
- Library of ways to save - water efficient tips with ranking/sorting capabilities
- Sign-up/request capability
- Ability to download historical consumption data

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LITE

With respect to each Customer and subject to availability of source data from Participating Agency:

- Water use consumption
- Water use comparisons among comparable residences
- Water score (per billing period)
- Water score and ranking (gallons per capita per day)
- Historical water use comparisons
- Indoor/outdoor water use estimates, highlighting end uses of water
- Suggested ways to save - per WaterSmart Recommendation Engine
- Library of ways to save - water efficient tips with ranking/sorting capabilities
- Ability to download historical consumption data

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## AMI

With respect to each Customer and subject to availability of source data from Participating Agency:

- Water use consumption, including 'Real Time' tab
- Water use comparisons among comparable residences
- Water score (per billing period)
- Water score and ranking (gallons per capita per day)
- Availability and/or value of Participating Agency's incentive/rebates programs (if provided)
- Historical water use comparisons
- Indoor/outdoor water use estimates, highlighting end uses of water
- Suggested ways to save - per WaterSmart Recommendation Engine
- Library of ways to save - water efficient tips with ranking/sorting capabilities
- Sign-up/request capability
- Ability to download historical consumption data
- Leak alerts

### 3.2 — UTILITY DASHBOARD

The **Utility Dashboard** Web application, provided by WaterSmart and viewable only by Participating Agency staff, shall contain content such as that specified below and shall include all individually metered residential accounts, including control group.

*Functionality:*

With respect to each Customer and subject to availability of source data from Participating Agency, WaterSmart shall provide:

Customer Support:

- Customer residence profile
- Customer WaterScore and consumption
- Median water use for comparable residences
- Portal user profile
- Map of customer property
- Ability to log customer calls and view call history
- Ability to view every customer's Portal

- Ability to view the unique Report sent to each customer, each billing period
- Customer historical usage and neighbor comparison
- Ability to view customer survey responses

Program and Participating Agency-Wide Analytics:

- Reading detail report for all participants
- Households which may have leaks
- Median and efficient water use for each group of comparable residences
- Top 200 users per billing period and annually
- Participating Agency Program effectiveness report
- User engagement (registrations, calls, emails)
- Home Water Report mailing statistics

Maps:

- Top 200 users
- Program participants
- Participating Agency Program effectiveness report
- User engagement

### 3.3 — HOME WATER REPORT

The Home Water Reports provided by WaterSmart, in coordination with Participating Agency, initially shall contain features such as the following:

- Water use consumption
- Water score (per billing period)
- Water use comparisons among similar size households (based on methodology described in Section 1.3)
- Personalized ways to save, selected from WaterSmart's library of recommendations, based upon specific eligibility requirements for each recommendation
- URL link to home page of **Customer Portal** Web application and unique registration code (if needed)
- Messaging area featuring data insights (such as end uses of water and comparisons to prior year's use), incentives, rebates, promotions and/or other water use efficiency-related content
- Prompt/Link to encourage customers to sign up for email reports (print version only)
- Direct links to individual ways to save (email version only)
- **Conditional** subject lines for email Home Water Report (email version only)

The Recommendation Engine outputs the most pertinent, water-saving offers for each household, based on consumption levels, seasonal water use patterns, occupancy rates, the age of the residence, survey responses, program participation data and/or other factors. No additional approvals will be required before each subsequent report is distributed, per the agreed upon annual schedule.

## SECTION 4: PROJECT MANAGEMENT

### 4.1 BAWSCA KICKOFF MEETING

WaterSmart and BAWSCA will hold a BAWSCA-wide kickoff meeting at the start of the program. Each Participating Agency will send one or two representatives to meeting. WaterSmart and BAWSCA staff will present on the structure and elements of the program. BAWSCA and Participating Agency staff will discuss how to collaborate through program implementation phase. BAWSCA staff will also be invited to periodic check in meetings with Participating Agency staff to receive updates on program results.

### 4.2 PARTICIPATING AGENCY PROJECT MANAGEMENT

---

#### STANDARD

In order to ensure adherence to the agreed-upon schedule and budget WaterSmart will designate an individual to serve as a Project Manager, who will, among other responsibilities:

- Organize initial project kickoff meeting (remote or online)
- Monitor the status of all deliverables
- Provide regular project status report updates
- Prepare meeting agendas (including input from Participating Agency)
- Monitor engagement rates and message effectiveness
- Communicate project feature requests to WaterSmart team

During the pre-launch implementation process, WaterSmart recommends weekly phone meetings between WaterSmart customer service and Participating Agency staff, to review open action items and promptly address any issues. Subsequent to the launch, WaterSmart recommends a minimum of quarterly progress meetings, by webinar or in person, to review project status and to address opportunities to better serve residents and achieve the Participating Agency's and BAWSCA's goals. BAWSCA staff will be invited to the quarterly progress meetings.

---

#### LITE

In order to ensure adherence to the agreed-upon schedule and budget WaterSmart will designate an individual to serve as a Project Manager, who will, among other responsibilities:

- Organize initial project kickoff meeting (remote or online)
- Monitor the status of all deliverables
- Monitor engagement rates and message effectiveness
- Communicate project feature requests to WaterSmart team

During the pre-launch implementation process, WaterSmart recommends weekly phone meetings between WaterSmart customer service and Participating Agency staff, to review open action items and promptly address any issues. Subsequent to the launch, WaterSmart will provide a quarterly update on results to the Participating Agency and BAWSCA via email.

---

#### AMI

In order to ensure adherence to the agreed-upon schedule and budget WaterSmart will designate an individual to serve as a Project Manager, who will, among other responsibilities:

- Organize initial project kickoff meeting (remote or online)
- Monitor the status of all deliverables
- Provide regular project status report updates
- Prepare meeting agendas (including input from Participating Agency)
- Monitor engagement rates and message effectiveness
- Communicate project feature requests to WaterSmart team

During the pre-launch implementation process, WaterSmart recommends weekly phone meetings between WaterSmart customer service and Participating Agency staff, to review open action items and promptly address any issues. Subsequent to the launch, WaterSmart recommends a minimum of quarterly progress meetings, by webinar or in person, to review project status and to address opportunities to better serve residents and achieve the Participating Agency's and BAWSCA's goals. BAWSCA staff will be invited to the quarterly progress meetings.

APPENDIX A — PRINT HOME WATER REPORT

Figure 1: Standard Home Water Report Example

# Standard Home Water Report

**HOME WATER REPORT**  
ANNUAL REPORT AND NOT A BILL.

Washington St., Anytown  
973124-01

---

415.555.5555   info@citywater.com

SIGN UP TO GET THIS REPORT VIA EMAIL:  
[citywater.com](http://citywater.com)

### Your WaterScore

AUG. 1, 2014 - SEP 31, 2014

**You used more water than most of your neighbors.**

---

**Gallons Per Day (GPD)**

|                     |   |         |
|---------------------|---|---------|
| Efficient Neighbors | <div style="width: 111px; height: 10px; background-color: #333;"></div> | 111 GPD |
| Average Neighbors   | <div style="width: 250px; height: 10px; background-color: #ccc;"></div> | 250 GPD |
| You                 | <div style="width: 276px; height: 10px; background-color: #999;"></div> | 276 GPD |

**Blair Jones**  
123 Washington St.  
Anytown, CA 98765

**Are we comparing you fairly?**  
2 occupants and a 2,000 to 4,000 sq. ft. yard.  
Not right? Log on to correct us. Your comparisons and recommendations will adjust accordingly.  
[citywater.com](http://citywater.com)

**How much you could be saving**  
If you took the actions below, you'd be closer to **152 GPD**. That's **\$515** per year in potential savings.

|                     |  |         |
|---------------------|--|---------|
| Efficient Neighbors | <div style="width: 111px; height: 10px; background-color: #333;"></div>                          | 111 GPD |
| Average Neighbors   | <div style="width: 250px; height: 10px; background-color: #ccc;"></div>                          | 250 GPD |
|                     | <div style="width: 152px; height: 10px; background-color: #999; border: 1px dashed gray;"></div> | 152 GPD |

### Water-saving actions just for you

Selected assuming your home has 2 occupants and a 2,000 to 4,000 sq. ft. yard.  
[Log on to correct us!](#)

**Potential savings if you:**

|  |   |  |
|--|---|--|
| <p><b>24</b> GALLONS PER DAY<br/><b>\$142</b> DOLLARS PER YEAR</p> | <p><b>18</b> GALLONS PER DAY<br/><b>\$92</b> DOLLARS PER YEAR</p> | <p><b>82</b> GALLONS PER DAY<br/><b>\$281</b> DOLLARS PER YEAR</p> |
|--|---|--|

**Log On**

Take the guesswork out of saving water. See:

- Where you're using the most
- All actions relevant to you
- Step-by-step tips and rebates

[citywater.com](http://citywater.com)

Registration Code: XYZXYZ  
Zip Code: 98765

A free service offered by your water utility and powered by WaterSmart Software®

# APPENDIX B — CUSTOMER PORTAL

Figure 2: Screenshot of Customer Portal

The screenshot displays the City of WaterSmart Customer Portal. At the top left is the City of WaterSmart logo. To its right, the text reads "WaterInsight Program". On the top right, the user is greeted with "Welcome, Dominique" and has links for "Settings" and "Household". Below this is a navigation bar with five items: "Home", "Track Usage", "Real-Time", "Ways To Save", and "My Actions". A notification banner below the navigation bar states: "We can give you much better recommendations if we know just a bit more about you. [Add to your household profile.](#)" with a progress indicator showing "23% complete". The main content area is divided into two sections. The left section, titled "Compare Your Use: June - August", features a horizontal bar chart comparing water usage. The right section, titled "Recommended Water Saving Actions", lists three actions with associated water savings and cost reductions.

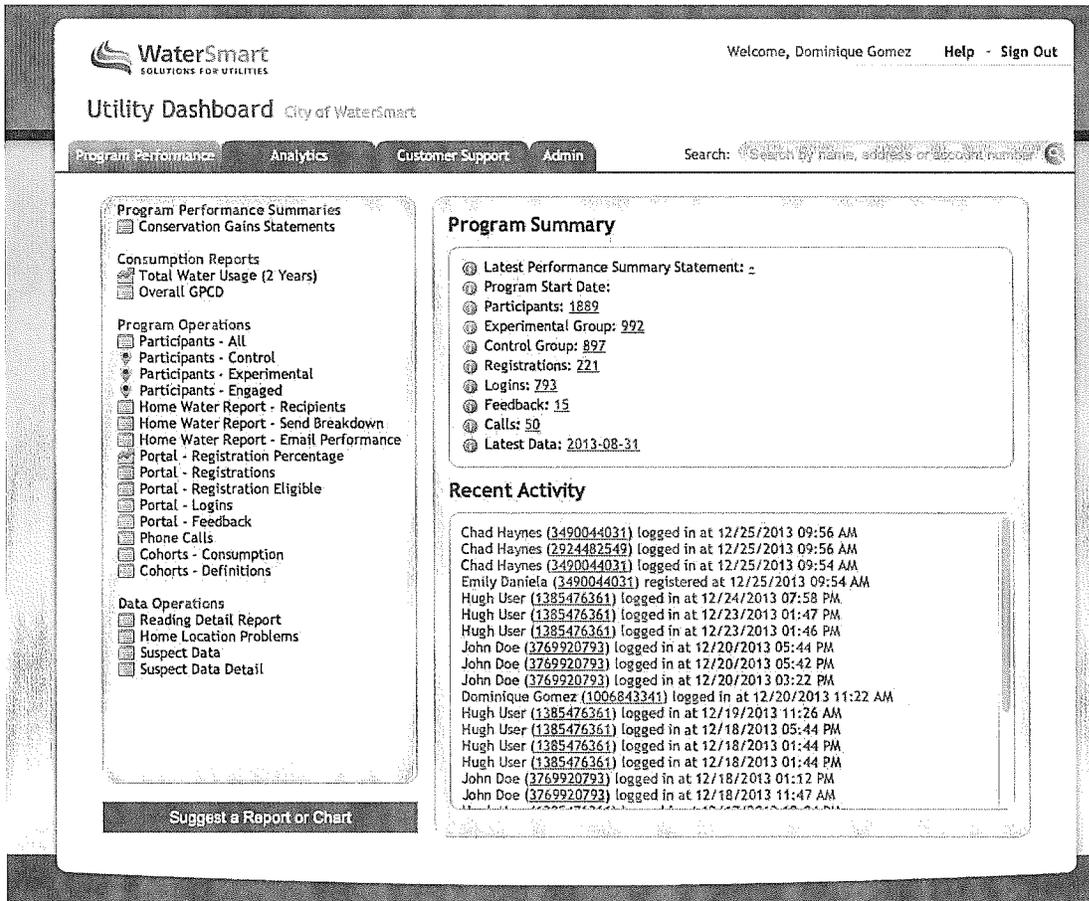
| Category            | Usage (GPD) |
|---------------------|-------------|
| You                 | 608         |
| All Neighbors       | 325         |
| Efficient Neighbors | 259         |

| Action                          | Water Savings (GPD) | Cost Savings (Yearly) |
|---------------------------------|---------------------|-----------------------|
| Install High-Efficiency Toilets | 95                  | \$373/year            |
| Think Before You Flush          | 50                  | \$187/year            |
| Install Faucet Aerators         | 46                  | \$222/year            |

# APPENDIX C — UTILITY DASHBOARD

Figure 3: Screenshot of Utility Dashboard



**EXHIBIT C: SCHEDULE OF PERFORMANCE**

**LAUNCH SCHEDULE**

WaterSmart proposes the following schedule to complete all work required to launch the Program.

| STANDARD                             |  |
|--------------------------------------|--|
| <b>Week 0: Sign Agreement</b>        | <ul style="list-style-type: none"> <li>✓ Participating Agency has signed all forms needed for enrollment. BAWSCA, staff from Participating Agencies and WaterSmart hold BAWSCA-wide kick off meeting.</li> </ul>   |
| <b>Week 1: Finalize Partnership</b>  | <ul style="list-style-type: none"> <li>✓ WaterSmart and Participating Agency identify the staff involved in the partnership and clarify the role of each team member in the launch process.</li> <li>✓ WaterSmart and Participating Agency coordinate the schedule of our weekly status calls.</li> <li>✓ WaterSmart and Participating Agency jointly complete the Pre-Launch Participating Agency Questionnaire that provides both the Participating Agency and WaterSmart the necessary information needed for an efficient launch.</li> </ul>   |
| <b>Week 2-3: Share Data</b>          | <ul style="list-style-type: none"> <li>✓ Participating Agency transmits initial account data to WaterSmart.</li> <li>✓ Participating Agency sends program participation data about historical rebate adoption and audits.</li> <li>✓ Participating Agency tells WaterSmart about existing rebate programs.</li> <li>✓ WaterSmart works with Participating Agency staff and, if needed, vendors to set up ongoing transfer of meter data from all accounts.</li> <li>✓ WaterSmart customizes water saving recommendations with Participating Agency -specific information including videos, language, links, and promotional programs.</li> </ul> |
| <b>Week 3-4: Approve the Content</b> | <ul style="list-style-type: none"> <li>✓ Participating Agency reviews and approves all written content.</li> <li>✓ WaterSmart implements Participating Agency-requested changes to content, where possible.</li> </ul>   |
| <b>Week 5-6: Train and Launch</b>    | <ul style="list-style-type: none"> <li>✓ WaterSmart trains Participating Agency customer service representatives on the WaterSmart platform including Home Water Reports, Customer Portal and the Utility Dashboard.</li> <li>✓ WaterSmart prepares Participating Agency's team to answer questions from customers about the new program.</li> </ul>   |

LITE

|                                     |  |
|-------------------------------------|--|
| <b>Week 0: Sign Agreement</b>       | <ul style="list-style-type: none"> <li>✓ Participating Agency has signed all forms needed for enrollment. BAWSCA, staff from Participating Agencies and WaterSmart hold BAWSCA-wide kick off meeting.</li> </ul>   |
| <b>Week 1: Finalize Partnership</b> | <ul style="list-style-type: none"> <li>✓ WaterSmart and Participating Agency identify the staff involved in the partnership and clarify the role of each team member in the launch process.</li> <li>✓ WaterSmart and Participating Agency coordinate the schedule of our weekly status calls.</li> <li>✓ WaterSmart and Participating Agency jointly complete the Lite Pre-Launch Utility Questionnaire that provides both the Participating Agency and WaterSmart the necessary information needed for an efficient launch.</li> </ul> |
| <b>Week 2-3: Share Data</b>         | <ul style="list-style-type: none"> <li>✓ Participating Agency transmits initial account data to WaterSmart.</li> <li>✓ WaterSmart works with Participating Agency staff and, if needed, vendors to set up ongoing transfer of meter data from all accounts.</li> </ul>   |
| <b>Week 3-6: Train and Launch</b>   | <ul style="list-style-type: none"> <li>✓ WaterSmart provides training link and materials via email.</li> </ul>   |

AMI

|                                     |   |
|-------------------------------------|---|
| <b>Week 0: Sign Agreement</b>       | <ul style="list-style-type: none"> <li>✓ Participating Agency has signed all forms needed for enrollment. BAWSCA, staff from Participating Agencies and WaterSmart hold BAWSCA-wide kick off meeting.</li> </ul>  |
| <b>Week 1: Finalize Partnership</b> | <ul style="list-style-type: none"> <li>✓ WaterSmart and Participating Agency identify the staff involved in the partnership and clarify the role of each team member in the launch process.</li> <li>✓ WaterSmart and Participating Agency coordinate the schedule of our weekly status calls.</li> <li>✓ WaterSmart and Participating Agency jointly complete the Pre-Launch Utility Questionnaire that provides both the Participating Agency and WaterSmart the necessary information needed for an efficient launch.</li> </ul>   |
| <b>Week 2-3: Share Data</b>         | <ul style="list-style-type: none"> <li>✓ Participating Agency transmits initial account data to WaterSmart.</li> <li>✓ Participating Agency sends program participation data about historical rebate adoption and audits and tells WaterSmart about existing rebate programs.</li> <li>✓ WaterSmart works with Participating Agency staff and, if needed, vendors to set up ongoing transfer of meter data from all accounts.</li> <li>✓ WaterSmart customizes water saving recommendations with Participating Agency -specific information including videos, language, links, and</li> </ul> |

|  |  |
|--|--|
|  | promotional programs.  |
| <b>Week 3-4:<br/>Approve the<br/>Content</b> | <ul style="list-style-type: none"> <li>✓ Participating Agency reviews and approves all written content.</li> <li>✓ WaterSmart implements Participating Agency-requested changes to content, where possible.</li> </ul>   |
| <b>Week 5-6: Train<br/>and Launch</b>        | <ul style="list-style-type: none"> <li>✓ WaterSmart trains Participating Agency customer service representatives on the WaterSmart platform including Home Water Reports, Customer Portal and the Utility Dashboard.</li> <li>✓ WaterSmart prepares Participating Agency's team to answer questions from customers about the new program.</li> </ul> |

## IMPLEMENTATION SCHEDULE

WaterSmart proposes the following schedule to complete all work required to fulfill the Scope of Work.

| STANDARD               |  |
|------------------------|--|
| Week 0: Program Launch | <ul style="list-style-type: none"> <li>✓ WaterSmart web applications are live, surveys have been mailed, content approved, and training completed.</li> </ul>  |
| Month 1                | <ul style="list-style-type: none"> <li>✓ WaterSmart collects Customer Insight Survey and digitizes and aggregates results.</li> <li>✓ WaterSmart and Participating Agency finalize content for first Home Water Report.</li> <li>✓ WaterSmart holds check-in meeting with Participating Agency.</li> </ul>   |
| Month 2                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails first round of Home Water Report.</li> <li>✓ WaterSmart provides results of survey to Participating Agency.</li> <li>✓ WaterSmart holds check-in meeting with Participating Agency.</li> <li>✓ WaterSmart regularly solicits feedback from the Participating Agency.</li> </ul> |
| Month 3                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for second Home Water Report.</li> </ul>   |
| Month 4                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails second round of Home Water Report.</li> </ul>   |
| Month 5                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for third Home Water Report.</li> </ul>  |
| Month 6                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails third round of Home Water Report.</li> </ul>  |
| Month 7                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for fourth Home Water Report.</li> <li>✓ WaterSmart shares initial results with Participating Agency and BAWSCA staff.</li> </ul>  |
| Month 8                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails fourth round of Home Water Report.</li> </ul>   |
| Month 9                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for fifth Home Water Report.</li> </ul>  |
| Month 10               | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails fifth round of Home Water Report.</li> </ul>  |
| Month 11               | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for sixth/final Home Water Report.</li> </ul>  |
| Month 12               | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails sixth round of Home Water Report.</li> <li>✓ WaterSmart provides end-of-year summary of program to Participating Agency and BAWSCA staff.</li> </ul>  |

| LITE                   |   |
|------------------------|---|
| Week 0: Program Launch | ✓ WaterSmart web applications are live.   |
| Month 1                | ✓ WaterSmart finalizes content for first Home Water Report.   |
| Month 2                | ✓ WaterSmart mails and emails first round of Home Water Report.   |
| Month 3                | ✓ WaterSmart finalizes content for second Home Water Report.<br>✓ WaterSmart provides program update via email.   |
| Month 4                | ✓ WaterSmart mails and emails second round of Home Water Report.  |
| Month 5                | ✓ WaterSmart finalizes content for third Home Water Report.   |
| Month 6                | ✓ WaterSmart mails and emails third round of Home Water Report.<br>✓ WaterSmart provides program update via email.  |
| Month 7                | ✓ WaterSmart finalizes content for fourth Home Water Report.<br>✓ WaterSmart shares initial results with Participating Agency and BAWSCA staff via email.         |
| Month 8                | ✓ WaterSmart mails and emails fourth round of Home Water Report.  |
| Month 9                | ✓ WaterSmart finalizes content for fifth Home Water Report.<br>✓ WaterSmart provides program update via email.  |
| Month 10               | ✓ WaterSmart mails and emails fifth round of Home Water Report.   |
| Month 11               | ✓ WaterSmart finalizes content for sixth/final Home Water Report.   |
| Month 12               | ✓ WaterSmart mails and emails sixth round of Home Water Report.<br>✓ WaterSmart provides end-of-year summary of program to Participating Agency and BAWSCA staff. |

| AMI                           |  |
|-------------------------------|--|
| <b>Week 0: Program Launch</b> | <ul style="list-style-type: none"> <li>✓ WaterSmart web applications are live, surveys have been mailed, content approved, and training completed.</li> </ul>  |
| <b>Month 1</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart collects Customer Insight Survey and digitizes and aggregates results.</li> <li>✓ WaterSmart and Participating Agency finalize content for first Home Water Report.</li> <li>✓ WaterSmart holds check-in meeting with Participating Agency.</li> </ul>   |
| <b>Month 2</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails first round of Home Water Report.</li> <li>✓ WaterSmart provides results of survey to Participating Agency.</li> <li>✓ WaterSmart holds check-in meeting with Participating Agency.</li> <li>✓ WaterSmart regularly solicits feedback from the Participating Agency.</li> </ul> |
| <b>Month 3</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for second Home Water Report.</li> </ul>   |
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| <b>Month 5</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for third Home Water Report.</li> </ul>  |
| <b>Month 6</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails third round of Home Water Report.</li> </ul>  |
| <b>Month 7</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for fourth Home Water Report.</li> <li>✓ WaterSmart shares initial results with Participating Agency and BAWSCA staff.</li> </ul>  |
| <b>Month 8</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails fourth round of Home Water Report.</li> </ul>   |
| <b>Month 9</b>                | <ul style="list-style-type: none"> <li>✓ WaterSmart finalizes content for fifth Home Water Report.</li> </ul>  |
| <b>Month 10</b>               | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails fifth round of Home Water Report.</li> </ul>  |
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| <b>Month 12</b>               | <ul style="list-style-type: none"> <li>✓ WaterSmart mails and emails sixth round of Home Water Report.</li> <li>✓ WaterSmart provides end-of-year summary of program to Participating Agency and BAWSCA staff.</li> </ul>  |

## EXHIBIT D

### Software-as-a-Service Provisions

**BACKGROUND:** This document is an exhibit incorporated by reference in: (i) an Agreement between Bay Area Water Supply & Conservation Agency (“Agency”) (for the benefit of certain member agencies defined below as “Participating Agencies”), and WaterSmart Software, Inc. (“Consultant” or “WATERSMART”) for certain services to promote water use efficiency (the “Agreement”); and (ii) an Application to Participate in the WaterSmart Software Home Water Use Reports Program (“Application to Participate”), signed by each Participating Agency in order to acknowledge the foregoing Agreement and receive and participate in Consultant’s services subject to the Application to Participate and the terms set forth below. WATERSMART’s services are to be provided primarily by utilization of WATERSMART’s proprietary software hosted on WATERSMART’s computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers’ computer systems. Companies like WATERSMART are commonly referred to as “SaaS (software-as-a-service)” providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART’s SaaS service model and providing substantial cost savings for Agency and its member agencies subscribing to WATERSMART’s program (“Participating Agencies”), are set forth below and incorporated by reference in the Agreement and the Application to Participate.

#### **A. WATERSMART’s reservation of intellectual property rights**

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of the Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world (“WATERSMART IP”). Agency and each Participating Agency acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Home Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Agency or its Participating Agencies by WATERSMART, and that Agency and Participating Agencies shall acquire no right or interest in the same except as follows:

Authorized employees of Agency and authorized employees and end customers of Participating Agencies may during the term of the Agreement use the WATERSMART SaaS services, applicable print and electronic Home Water Reports, Customer Portal, Utility Dashboard, and other applicable software or deliverables provided to Agency or Participating Agencies by WATERSMART for purposes of Agency’s and Participating Agencies’ water conservation programs and for their respective internal purposes, so long as Agency and each Participating Agency is current with respect to its respective obligations under the Agreement. Such authorization is limited to Agency’s and each Participating Agency’s service territory, respectively, and is nonexclusive, nontransferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by WATERSMART.

## **B. Agency's reservation of intellectual property rights**

Agency or Participating Agencies may provide data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, or otherwise provided or made available by or on behalf of Agency or any Participating Agencies for processing by or through the WATERSMART services, or (b) collected, downloaded or otherwise received by WATERSMART from Agency or any Participating Agencies pursuant to this Agreement ("Agency Data"). Agency or Participating Agencies will remain the sole and exclusive owner of all right, title and interest in and to all Agency Data, including 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.

Subject to the terms and conditions of this Agreement, WATERSMART may use Agency Data solely as necessary to provide the services for Agency's and Participating Agency's benefit as provided in this Agreement and for the use outlined in Section 12 related to the data pertaining to residential end customers and their water consumption. Such authorization is limited to Agency's and each Participating Agency's service territory, respectively, except with respect to aggregated and anonymous data pertaining to residential end customers and their water consumption for the use outlined in Section 12. Authorizations herein are nonexclusive, nontransferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by Agency or Participating Agencies.

Upon the expiration or termination of the Agreement, WATERSMART at no additional charge shall promptly provide Agency with a complete electronic file containing the Agency Data. Upon request, WATERSMART shall provide each applicable Participating Agency with a complete electronic file containing the Agency Data specific to such Participating Agency. WATERSMART shall provide such data file(s) in a format or formats useable to the pertinent agencies or offer a choice of commercially reasonable alternatives with respect to file formats.

## **C. Agency's cooperation in providing necessary inputs; data provisions**

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Agency or Participating Agencies. Agency or Participating Agencies shall timely provide WATERSMART with those data, records, reports, approvals and other inputs identified for Agency or Participating Agencies to provide in Exhibit B or otherwise requested by WATERSMART. Agency and each Participating Agency shall ensure that such inputs are accurate and within Agency's or the applicable Participating Agency's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Agency and each Participating Agency shall provide its respective inputs within the timeframes specified by Exhibit B. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Agency or Participating Agencies. Each Participating Agency acknowledges and agrees that all deliverables prepared for such Participating Agency and its data, including without limitation any data relating to its end customers, will be shared among WATERSMART and Agency. WATERSMART is also permitted to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) with Agency and third parties any data pertaining to residential end customers and their water consumption, including without limitation derivative data and data combining the data of two or more utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes.

## **D. Software corrections and third party acts; limitation of liability for SaaS services**

In the event that WATERSMART's services fail to meet specifications or other requirements specified by Exhibit B, Agency shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Agency and each Participating Agency understands that their use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Agency or a Participating Agency, WATERSMART will promptly notify each affected agency and assist in mitigating any impact. For any types of liability not expressly specified above in this section, WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to the Agreement and WaterSmart's services whether provided to Agency or any Participating Agency and under any theory (contract, tort, indemnity, or otherwise), shall in no event exceed (i) the amounts received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WaterSmart's carriers, whichever is higher; provided however that the aggregate limit of liability shall not apply to or include the following types of damages: (1) damages for bodily injury (including death) and to real and tangible property caused by WATERSMART; or (2) damages arising out of infringement or violation of any third party intellectual property rights. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any failure of essential purpose with respect to a limited remedy or limitation of liability. Agency and each Participating Agency acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations which are customary for providers in the SaaS sector.

#### **E. Technology infrastructure providers**

WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. Since this cloud hosting platform is an integral component of WATERSMART's technology infrastructure used to service all of its customers and is not specific to Agency, Participating Agencies, or services under this Agreement, Agency acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement.

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6B7

City of Santa Clara, California



**Date:** April 29, 2015

**To:** City Manager for Council Action

**From:** Director of Water and Sewer Utilities

**Subject:** Approval of an Agreement for Professional Services with GHD Inc. for Water and Sewer Site and Equipment Upgrades

## EXECUTIVE SUMMARY:

A competitive request for proposals (RFP) was solicited by the City's Water and Sewer Utilities (Department) on February 20, 2015, seeking professional services for Water and Sewer Site and Equipment Upgrades. The Department requested professional services from an experienced consulting firm to provide engineering services for site and equipment upgrades at the Rabello Sewer Pump station, Northside Sewer Pump Station, De La Cruz Lift Station and four groundwater well sites. These site upgrades must be completed prior to the installation of the Department's Supervisory Control and Data Acquisition (SCADA) Master Plan.

The proposed site upgrades at both Rabello and Northside Sewer Pump Stations include replacing and/or retrofitting the existing motor control centers (MCCs) and installing new variable frequency drives (VFDs). The Northside Sewer Pump Station will also require an extension of the existing platform structure with safety rated railing and addition of an overhang/windscreen to accommodate the new SCADA system equipment. The proposed site upgrades for De La Cruz Lift Station and the department's four groundwater well sites includes installation and configuration of new Automatic Transfer Switches (ATSS) for improved emergency generator functionality. These site and equipment upgrades will ensure safe operation and access to control equipment as it relates to the Department's SCADA system.

The professional engineering services provided will include the delivery of engineering designs and technical specifications for the sewer pump station, lift station and well site equipment. These designs and specifications will be used by the City to publicly bid the work needed to complete the site upgrades. The RFP yielded three qualified proposals, with GHD Inc. selected to perform professional services as the lowest qualified and responsive proposal.

GHD Inc. project team has over 100 years of combined years of experience in electrical, structural, and civil engineering, including but not limited to: design, automation, and implementation of electrical controls. GHD, Inc. project team also provides an extensive background working with municipalities, water and wastewater industry specific applications. In addition, they have expertise in integration of SCADA systems and pump station improvement designs.

Staff is proposing to enter into a professional services agreement with GHD Inc., for a not to exceed amount of \$125,378.00 with a termination date of December 31, 2016.

City Manager for Council Action

Subject: Approval of an Agreement for Professional Services with GHD Inc. for Water and Sewer Site and Equipment Upgrades

April 29, 2015

Page 2

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Approval of the professional services agreement with GHD Inc. will allow the City to complete site and equipment upgrades for critical water and sewer infrastructure. These site and equipment upgrades will ensure site safety for employees and prepare for the installation of the Department's SCADA system.

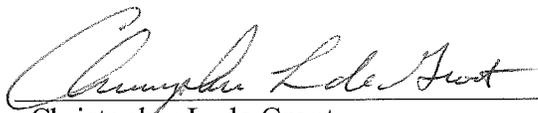
**ECONOMIC/FISCAL IMPACT:**

The total not to exceed amount for this Professional Service Agreement is \$113,980.00 plus a ten percent contingency for potential changes in amount of \$11,398.00 for a total not-to-exceed cost of \$125,378.00. The project is currently budgeted in the Water and Sewer Utilities; Distribution System Replacement/Restoration Project (592-1423-80100-7054) and the Sanitary Sewer System Improvements Project (594-1512-80100-1912).

**RECOMMENDATION:**

That the City Council:

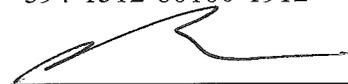
1. Approve and authorize the City Manager to execute an Agreement for Professional Services with GHD Inc. for the amount not to exceed \$125,378.00, for Water and Sewer Site and Equipment Upgrades; and
2. Authorize the City Manager to make minor, non-substantive modifications to the Agreement, if necessary.



Christopher L. de Groot  
Director of Water & Sewer Utilities

Certified as to Availability of Funds: <sup>DM</sup>

|                     |             |
|---------------------|-------------|
| 592-1423-80100-7054 | \$62,689.00 |
| 594-1512-80100-1912 | \$62,689.00 |



Gary Ameling  
Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes  
City Manager

MAJORITY VOTE OF COUNCIL

***Documents Related to this Report:***

- 1) *Agreement for Professional Service with GHD Inc.*

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**PREAMBLE**

This agreement for the performance of services (“Agreement”) is by and between GHD, a California Corporation, with its principal place of business located at 1735 North First Street, Suite 301, San Jose, CA 95112 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “SCOPE OF SERVICES”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled “Proposal to Provide Professional Services: Sewer Pump Station, Lift Station, and Well Site Equipment Upgrades” dated February 18, 2015, (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

**2. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2016.

**3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.**

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a 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 professional responsible for their preparation.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**6. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or

omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**7. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**8. BUSINESS TAX LICENSE REQUIRED**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**9. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**10. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

**11. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not,

without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**18. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**28. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Water and Sewer Utilities  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 247-0784

And to Contractor addressed as follows:

Name: Dave Lindow  
Address: 1735 North First Street, Suite 301  
San Jose, CA 95112  
or by facsimile at (408) 451-9665

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**32. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

**35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**GHD**  
corporation

Dated: 5-6-15

By: David Lindow

(Signature of Person executing the Agreement on behalf of Contractor)

Name: David Lindow

Title: Project Director

Local Address: 1735 North First Street, Suite 301

San Jose, CA 95112

Email Address: David.Lindow@ghd.com

Telephone: (408) 451-9615

Fax: (408) 451-9665

“CONTRACTOR”

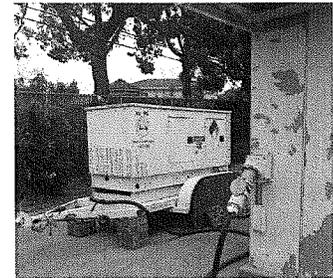
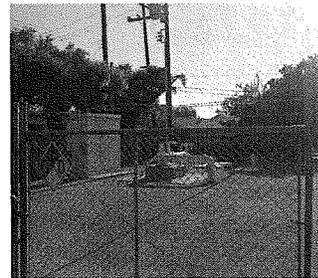
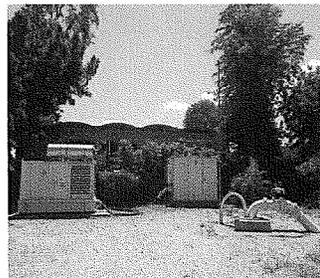
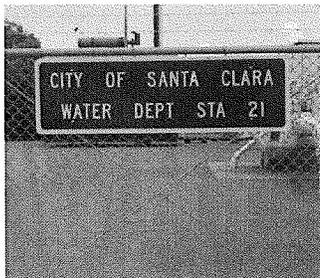
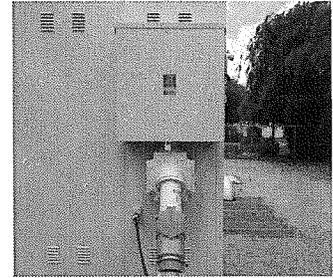
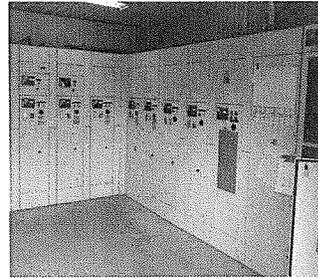
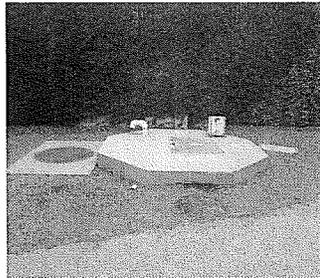
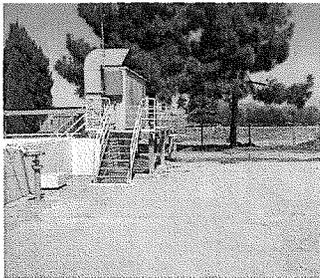
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**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Proposal to Provide Professional Services: Sewer Pump Station, Lift Station, and Well Site Equipment Upgrades" dated February 18, 2015, which is attached to this Exhibit A.



Proposal to Provide  
Professional Services

# **Sewer Pump Station, Lift Station, and Well Site Equipment Upgrades**

## **City of Santa Clara**

February 18, 2015

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| <b>5</b>  | Qualifications - <b>Chapter 3</b>                                    |
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| <b>H</b>  | Affidavit of Compliance with Ethical Standards - <b>Attachment H</b> |
| <b>I</b>  | Resumes - <b>Attachment I</b>  |

- ① Northside Sewer Pump Station
- ② Rabello Sewer Pump Station
- ③ Primavera Sewer Lift Station
- ④ Westside Sewer Lift Station
- ⑤ Levi Stadium
- ⑥ Stadium Sewer Lift Station
- ⑦ Tasman Sewer Lift Station
- ⑧ Northside Tanks PS
- ⑨ Hetch Hetchy Turnout 1
- ⑩ Hetch Hetchy Turnout 2
- ⑪ Well 32
- ⑫ Well 34
- ⑬ De La Cruz Sewer Lift Station
- ⑭ Well 26
- ⑮ Well 21
- ⑯ Corporation Yard Tank
- ⑰ Well 12
- ⑱ Well 18-02
- ⑲ Well 14
- ⑳ Well 30
- ㉑ Well 16-02
- ㉒ Downtown Tank PS
- ㉓ Well 5-02
- ㉔ Well 3-02
- ㉕ Well 7-02
- ㉖ Well 22-02
- ㉗ Well 24
- ㉘ Well 25
- ㉙ Well 28
- ㉚ Well 4
- ㉛ Well 13-02
- ㉜ Well 2-02
- ㉝ Well 17-02
- ㉞ Well 11
- ㉟ Well 15
- ⓫ Well 8
- ⓬ Well 23
- ⓭ Well 9-02
- ⓮ Well 29
- ⓯ Well 6
- ⓰ Serra Tank PS
- ⓱ Well 10
- ⓲ SCVWD

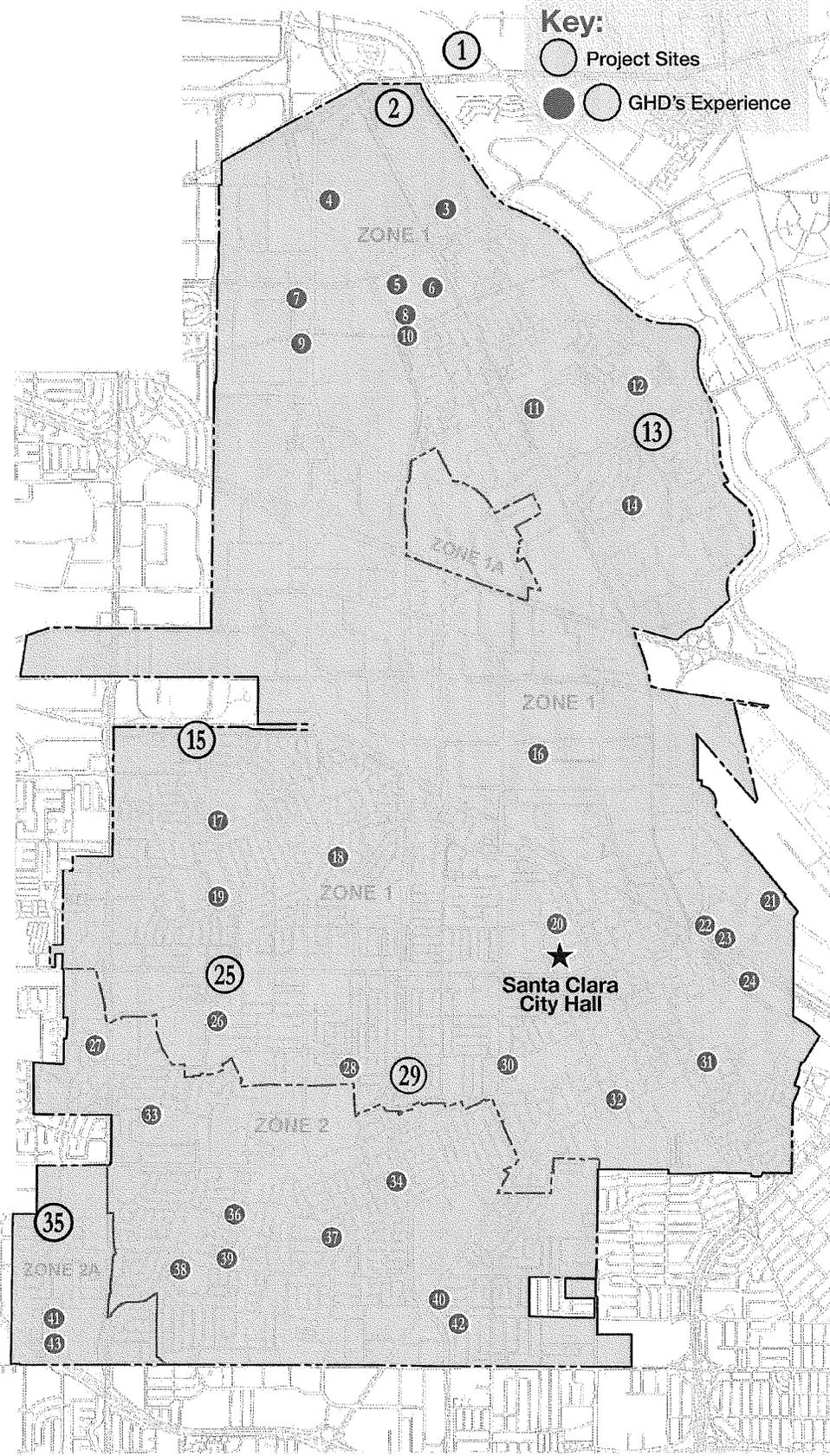


Figure 1-1 - GHD's Experience at City Facilities

## Proposal Summary

The GHD team believes that the key to completing this project is a knowledgeable technical team that understands the City's needs as well as the City's internal processes.

A key feature of GHD's team is intimate knowledge of the six project sites and the proposed upgrades. GHD knows the City's system extremely well and has a thorough understanding of the design solutions for each site and its unique characteristics. This will allow GHD to provide fast design deliverables to meet the aggressive project schedule.

As shown in Figure 1-1, on previous page, GHD has performed work at every one of the City's water and sewer sites, including the six project sites involved in this contract.

GHD understands the City of Santa Clara's desire to proceed with implementing this project on an accelerated schedule, and that time is of the essence. Based on this understanding, GHD is prepared to provide our first deliverable at the City's option of either a 60% or 90% submittal milestone. Our previous work with the City on these sites will allow for fewer design submittals which both saves time and reduces GHD's fee. Please note, GHD's Cost proposal (Attachment E) includes all submittals required by the City's RFP.

GHD has extensive experience in planning, designing, and implementing similar site upgrades to sewer pump stations, lift stations and well site equipment. Our interactive, hands-on approach has proven to be successful. GHD's approach involves interaction among the GHD design team members and the City throughout the planning, design, and implementation stages.

GHD proposes to implement a proven strategy that includes:

- Holding a planning workshop with the City's managers, staff, and operators to review and discuss site upgrade issues that are important to the City, and to identify upgrade solutions to be carried forward and incorporated into a SCADA Master Plan developed under a separate contract.
- Participating in site visits to document existing conditions with the goal of becoming more

familiar with the specific requirements of each site.

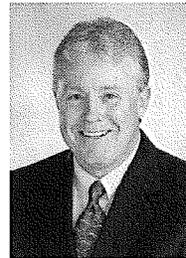
- Holding planning sessions with the City to evaluate assessment findings and to develop priorities for the recommended improvements.
- Working closely with the City to develop comprehensive site equipment upgrade documents that clearly identify the City's vision and lead to an expedient procurement and construction process.

GHD understands the requirements necessary to successfully implement this site equipment upgrade project and the coordination effort it will take to successfully implement the associated SCADA system improvements. As the City's advisor, GHD will remain alongside the City from implementation, through commissioning and acceptance of the improvements.

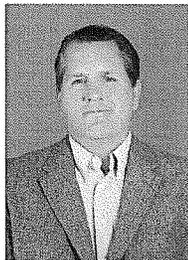
# Proposal Contacts



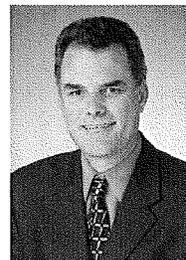
**Name** Eric Penn  
**Role** Project Manager  
**Phone** (707) 540-9956  
**E-mail** Eric.Penn@ghd.com



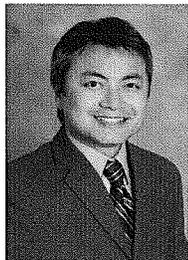
**Name** Dave Lindow  
**Role** Project Director  
**Phone** (408) 451-9615  
**E-mail** David.Lindow@ghd.com



**Name** Mike Tocher  
**Role** Electrical Engineer  
**Phone** (916) 514-4450  
**E-mail** Mike.Tocher@ghd.com



**Name** Rick Guggiana  
**Role** QA/QC  
**Phone** (707) 540-9697  
**E-mail** Rick.Guggiana@ghd.com



**Name** James Pan  
**Role** Structural Engineer  
**Phone** (415) 296-3615  
**E-mail** James.Pan@ghd.com



**Name** Dan Reiter  
**Role** Mechanical Engineer  
**Phone** (707) 696-2114  
**E-mail** Dan.Reiter@ghd.com



**Name** Nancy Ku  
**Role** Civil Engineer  
**Phone** (415) 296-3628  
**E-mail** Nancy.Ku@ghd.com

# About GHD

GHD is one of the world's leading engineering, architecture and environmental consulting companies. Established in 1928, GHD employs more than 8,500 people across five continents and serves clients in the global markets of water, energy and resources, environment, property and buildings, and transportation.

Wholly-owned by its people, GHD is dedicated to understanding and helping our clients achieve their goals. Our global network of engineers, architects, planners, scientists, project managers and drafters collaborate to improve the built, economic and social environment of the communities in which we operate.

GHD has been involved extensively and successfully in the improvement of various water site upgrades for our clients. Because GHD offers a wide range of engineering services in-house from electrical engineering, process design, civil engineering and mechanical engineering to environmental engineering, permitting support, construction management and coordination support, GHD has the ability to quickly and effectively respond to design challenges associated with developing upgrade solutions, while keeping design time and associated costs to a minimum.

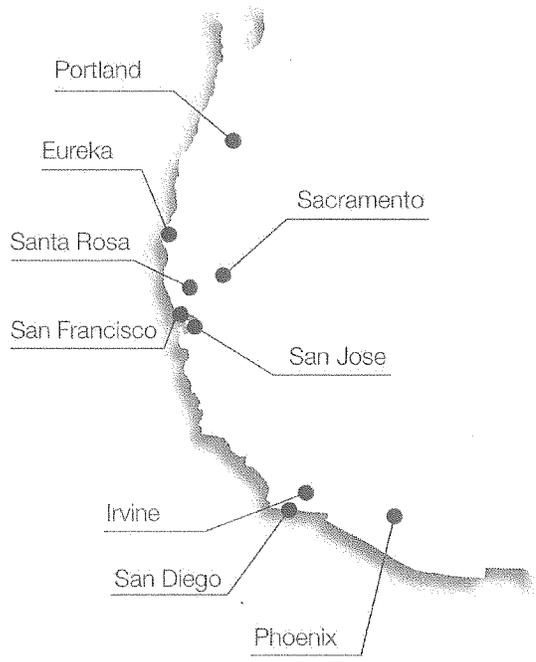
GHD is committed to sustainable development, safety and innovation. We care for the wellbeing of our people, assist communities in need and conduct business in an ethical and environmentally responsible manner. GHD operates under a Practice Quality Management System, ISO 9001:2008 and an Environmental Management System, ISO 14001:2004 which are certified by Lloyds Register Quality Assurance. For more information, visit [www.ghd.com](http://www.ghd.com)

### Primary Contact

|                |   |
|----------------|---|
| <b>Name</b>    | Eric Penn   |
| <b>Role</b>    | Project Manager   |
| <b>Address</b> | 2235 Mercury Way,<br>Suite 150, Santa Rosa, CA<br>95404 |
| <b>Phone</b>   | (707) 523-1010  |
| <b>E-mail</b>  | Eric.Penn@ghd.com                                       |

### GHD's West Coast Office Locations

- San Jose**  
1735 North First St, Ste. 301  
San Jose, CA 95112  
t | 418.451.9615
- Santa Rosa**  
2235 Mercury Way, Ste. 150  
Santa Rosa, CA 95407  
t | 707.523.1010
- San Francisco**  
505 Montgomery St., Suite 2300  
San Francisco, CA 94104  
t | 415.283.4970
- Portland**  
15575 SW Sequoia Parkway, Ste. 140  
Portland, OR 97224  
t | 503.226.3921
- Eureka**  
718 Third St  
Eureka, CA 95501  
t | 707.443.8326



- Sacramento**  
3831 North Freeway Blvd, Ste. 220  
Sacramento, CA 95834  
t | 916.372.6606
- Irvine**  
16451 Scientific Way  
Irvine, CA 92618  
t | 919.250.0501
- San Diego**  
3750 Convoy St, Ste. 220  
San Diego, CA 92111  
t | 858.244.0440
- Phoenix**  
7600 North 16th St, Ste. 205  
Phoenix, AZ 85020  
t | 602.216.7208

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## Pending Matters

GHD trusts the City of Santa Clara will appreciate that due to the commercial sensitivity and confidentiality of any litigation in which GHD may be presently involved, GHD is not at liberty to disclose the information sought. However, we point out that as a component of its prudent risk management practices, GHD obtains high quality professional liability insurance in the world market, and domestically in the U.S., to provide cover in the industries in which it operates. As a consequence of engaging in business, there are sometimes claims asserted which may or may not give rise to litigation. The details and progress of any such claims are by necessity commercially sensitive and remain in confidence. We are able to inform you that there have been claims notified in the normal course of business, none of which we believe are material to the services which are the subject of your RFP. There are however presently no significant ongoing contract failures, no criminal matters, and there have been no judgments against GHD Inc. within the last 5 years.

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## Financial Stability

GHD is an employee-owned company that has been in continual operation since its founding in 1928. With a strong balance sheet that is well-funded, and with net assets exceeding \$100 million, GHD maintains favorable funding arrangements with its bank HSBC. Global revenues exceed \$1 billion annually and with low levels of intangible assets and conservative gearing, GHD has a firm platform for further growth. We reserve the right to withhold our detailed financial statements but, if selected and with a signed confidentiality agreement in place, we could provide hard copies of our recent financial statements for review.

Our USA West Operating Center is comprised of 300 professionals located in offices throughout the West Coast and US Micronesia with annual revenues of \$50 million. We are complimented by an additional 700 professionals located in the Eastern US and Canada, and 200 more in the Philippines. We regularly draw on technical expertise from other operating centers to augment our local project teams and to provide our clients with the full advantage of working with a globally recognized consulting firm.

# Qualifications

GHD has many years of experience successfully planning, designing and implementing similar site upgrades to sewer pump station, lift stations and well site equipment. Our project team has recent experience providing these services to clients including the City of Santa Clara. As shown in Figure 3-1, GHD has completed many successful projects for the City, including the locations included in this project. We bring our experience from working on the City's SCADA Master Plan and understand how to execute the plan in the most optimal fashion. Our familiarity with the City's system and our technical ability allows us to deliver a high-quality design document in an expedited time frame. GHD can ensure that the Site Equipment Upgrades project remains in alignment with the City's vision.

The GHD team that will be supporting the City throughout the site upgrades design through to construction, have hands-on field experience, construction support experience and are seasoned engineers.

GHD has successfully worked with City staff to implement design solutions during the design and construction on recent projects, such as the Levi's Stadium Site Make-Ready project, the Levi's Stadium Sanitary Sewer Pump Station project and the Northside Tanks Piping Reconfiguration project.

Highlighted qualifications that GHD possesses and feels are important in developing the City's SCADA Master Plan includes experience:

- Developing site improvement design documents
- Assessing water and wastewater systems
- Making recommendations for improvements derived from collaborative workshops
- Working collectively to develop workable solutions that often exceed expectations
- Successfully manage projects, such that they are delivered on time and on budget
- Working closely with the City of Santa Clara

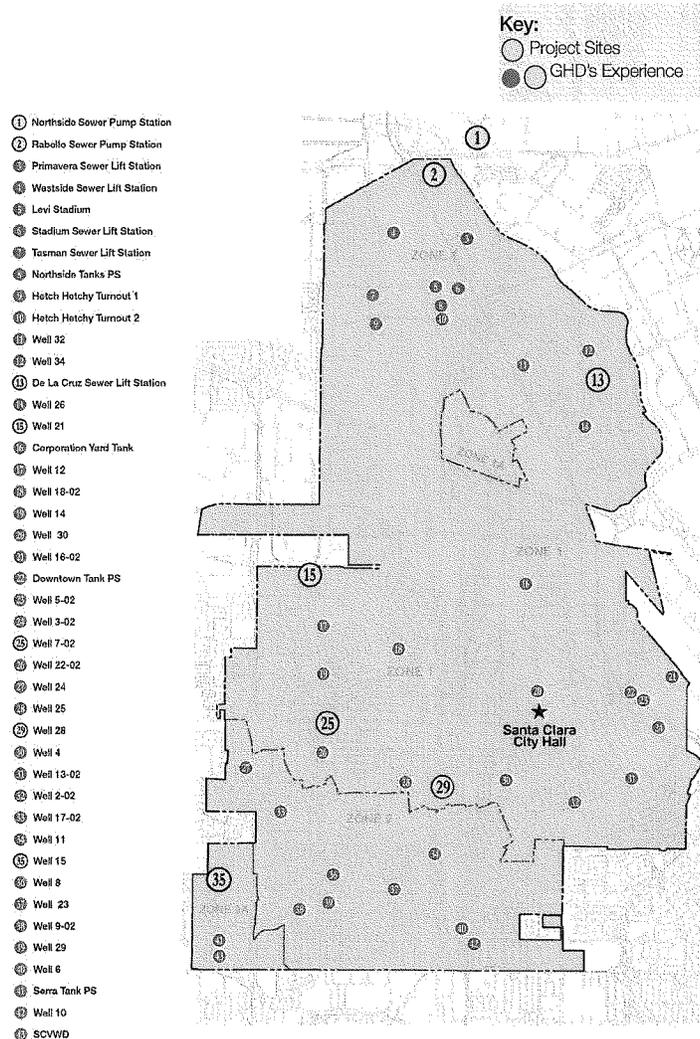


Figure 3-1 - GHD's Experience at City Facilities

# Core Competencies

The GHD team that will be working with the City to develop the City's Site Equipment Upgrades, has an array of skills that have been gained through hands-on experience and training. Listed below are skills that the engineering team has the ability to apply to this project:

| Core Skill                                   | Competency  |
|--|---|
| <b>Variable Frequency Drive (VFD) Design</b> | Familiar with current VFD technology and experienced with implementation in both new and retrofit installations. Able to avoid design pitfalls inherent with newer technologies.  |
| <b>Raised Platform Structural Design</b>     | Experienced in designing new self-supported steel platforms, including expansions and seismic upgrades, to provide support and/or access to various Mechanical, Electrical, and processing equipment. Knowledge of all current 2013 California Building Wind and Seismic Design Criteria. |
| <b>Motor Control Center Design</b>           | Familiarity with the internal construction of Motor Control Centers and electrical service entrance switchboards. Ability to design modifications to switchboards and MCC sections to provide additional functionality without negatively impacting the original layout or footprint.     |
| <b>Mechanical HVAC Design</b>                | Able to effectively evaluate the need for and sizing of active or passive cooling elements that may be required to maintain proper operation of VFD units inside of a building or other structure.  |
| <b>Transfer Switch Selection</b>             | Understanding of the requirements of Automatic Transfer Switch and Backup Engine-Generator controls, and interfacing these to provide a robust and reliable backup power system.  |
| <b>Equipment Wind and Seismic Anchorage</b>  | Experienced in designing ancillary support framing, anchorage and foundations for various small and large equipment meeting the current 2013 California Building Code Wind and Seismic Design Criteria.   |
| <b>Generator Controls</b>                    | Familiarity with the control and operation of backup engine-generator products. Able to develop control schematics for a reliable and robust backup power system.   |

# Project Experience

## Santa Clara SCADA Master Plan

The City of Santa Clara's Water and Sewer Utilities desired to upgrade their Supervisory Control And Data Acquisition (SCADA) System to enable the reliable automation and control of the City's existing water and sewer systems for improved operational efficiency and reliability, and to create a SCADA Master Plan to guide future upgrades and improvements to that system. The Master Plan would exist as a living document that can be modified as technology and the needs of the City evolve.

One of the City's primary goals was to renovate and upgrade the existing SCADA System which was utilizing legacy equipment that was near or at the end of its usable life and was becoming problematic to repair and operate. The new SCADA system was designed from the ground up to incorporate state-of-the-art proven technologies and equipment, with an emphasis on network cybersecurity and reliable automatic operation.

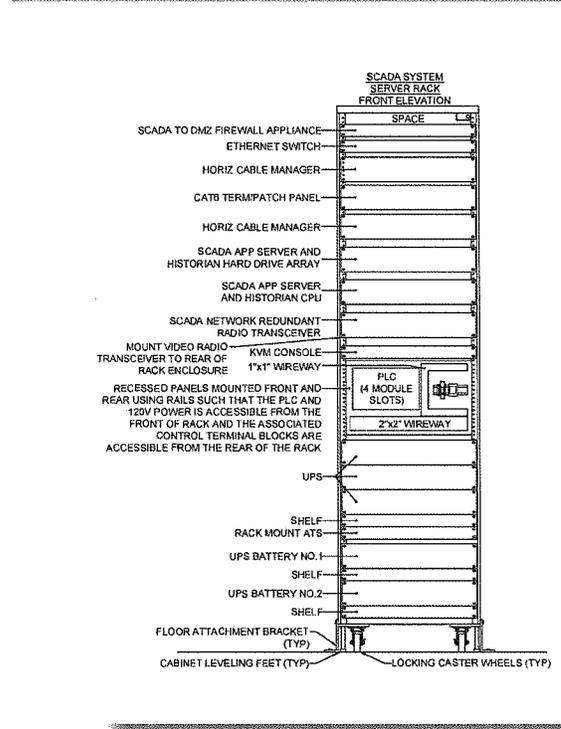
The SCADA Master Plan functions as a basis for developing future related systems, and addresses existing system configurations, system topology, software requirements, security, network architecture and hardware, Human Machine Interface (HMI) requirements, control requirements, system specifications, training requirements, and a documented implementation plan. It clearly identifies the City's vision for an integrated, robust, and technically viable SCADA system using proven technologies.

The SCADA Master Plan also established the City of Santa Clara's long term plans for integrating the City's other related systems such as Geographic Information Systems (GIS), and Computerized Maintenance and Management System (CMMS).

The methodologies used to create the Master Plan included close collaboration with the City's key stakeholders, manager sand end-user staff that would operate and maintain the SCADA System and network; coordination with other City departments such as Information Technology, Building Permitting and Inspections, Planning, and Fire Departments; assessing the needs of the end users and operators; documenting and developing procedural directives; and documenting existing equipment and systems.

The SCADA Master Plan identified the following key criteria:

- Criteria for implementing new systems
- Criteria for integrating existing systems
- Criteria for integrating data exchange between systems
- Assess and provide recommendations for system upgrades consistent with the criteria outlined within the Master Plan document
- Establish baseline requirements for reliability, accessibility, maintainability, system security and operator training.



|  |  |
|--|--|
| <b>Total Project Cost:</b>                               | \$6M (est.)  |
| <b>Completion Date:</b>                                  | December 2014  |
| <b>Provision and Training Completion Date:</b>           | August 2016 (est.)   |
| <b>Construction Date:</b>                                | July 2016 (est.)   |
| <b>Project Owner:</b>                                    | City of Santa Clara  |
| <b>Point of Contact:</b>                                 | Nina Hawk  |
| <b>Title:</b>  | Assistant Director of Water and Sewer Utilities                          |
| <b>Contact Number:</b>                                   | (408) 615-2018   |
| <b>Client Email:</b>                                     | NHawk@santaclara.gov   |
| <b>GHD's Project Team:</b>                               | Rick Guggiana , Eric Penn, and Mike Tocher                               |
| <b>Statement about adherence to schedule and budget:</b> | GHD met the City's aggressive schedule and provided all needed services. |

## Corporation Yard Water Storage Tank and Pump Station

For over ten years, the City of Santa Clara had considered replacing a 0.5 million gallon elevated water storage tank located at their Corporation Yard. In 2013, due to seismic considerations, the City eventually demolished the tank. Subsequently, GHD was contracted to provide engineering services for the Corporation Yard Water Storage Tank and Pump Station project to replace the capacity of the demolished tank as well as provide additional storage capacity in the water distribution system.

The project consisted of preliminary evaluation and design of a 2.0 million gallon welded steel tank at grade; 3,500 gpm vertical turbine pump station to deliver water from the tank to the distribution system; packaged booster pump system to deliver water from the tank to the City's Emergency Operations Center located in an underground bunker adjacent to the Corporation Yard; pre-fabricated precast concrete building to house the pumps and electrical equipment including variable frequency drives and automatic transfer switches; outdoor standby generator; facilities to provide primary backup power to the SCADA Support Building, another new facility located at the Corporation Yard; impressed current cathodic protection system; re-routing existing storm drain facilities; new water service connection; site yard piping, grading, and paving. GHD also provided support to obtain the Bay Area Quality Management District permit for the generators.

|  |   |
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| <b>Total Project Cost:</b>                               | \$ 420,00<br>(Professional services)<br>\$ 3.6M<br>(Construction est.)                                |
| <b>Completion Date:</b>                                  | On-going  |
| <b>Provision and Training Completion Date:</b>           | N/A   |
| <b>Construction Date:</b>                                | To be determined  |
| <b>Project Owner:</b>                                    | City of Santa Clara   |
| <b>Point of Contact:</b>                                 | Rashmi Ramachandra  |
| <b>Title:</b>  | Project Engineer  |
| <b>Contact Number:</b>                                   | (408) 615-2017  |
| <b>Client Email:</b>                                     | rramachandra@santaclaraca.gov   |
| <b>GHD's Project Team:</b>                               | James Pan, Nancy Ku, and Shishir Doctor   |
| <b>Statement about adherence to schedule and budget:</b> | The project design was completed on-time, in December 2014, and will be bid for construction in 2015. |

## Northside Tanks Site Improvements Project

To improve water quality, operational flexibility, and increase reliability, the City of Santa Clara contracted with GHD to provide engineering services to modify the facilities at the Northside Tanks site.

Two 4.7 million gallon welded steel tanks and a pump station are located at the site. Due to tank modifications to separate the inlet and outlet, yard piping and other site improvements were required. The Northside Tanks Site Improvements project included re-routing the tank discharge piping; demolishing existing yard piping; installation of new flow meters, flushing valves, turbidimeters, and chlorine analyzers; electrical improvements at the pump station; providing automated valve actuation; improving valve and instrumentation monitoring and control; installation of a new standby generator in a pre-fabricated metal building.

GHD met the aggressive design schedule so that construction could be completed before the Burrowing Owl's nesting season.

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| <b>Total Project Cost:</b>                               | \$265,000<br>(GHD's Services)<br>\$1.8M<br>(Construction est.)             |
| <b>Completion Date:</b>                                  | January 2015   |
| <b>Provision and Training Completion Date:</b>           | N/A  |
| <b>Construction Date:</b>                                | February 2015  |
| <b>Project Owner:</b>                                    | City of Sanat Clara  |
| <b>Point of Contact:</b>                                 | Howard Salamanca   |
| <b>Title:</b>  | Acting Principal<br>Utility Engineer                                       |
| <b>Contact Number:</b>                                   | (408) 615-2012   |
| <b>Client Email:</b>                                     | HSalamanca@santaclaraca.gov  |
| <b>GHD's Project Team:</b>                               | Nancy Ku, Shishir Doctor, James Pan, Robert Le, Ernie Osborn and Sue Brady |
| <b>Statement about adherence to schedule and budget:</b> | GHD met the City's schedule.<br>GHD met the approved City's budget.        |

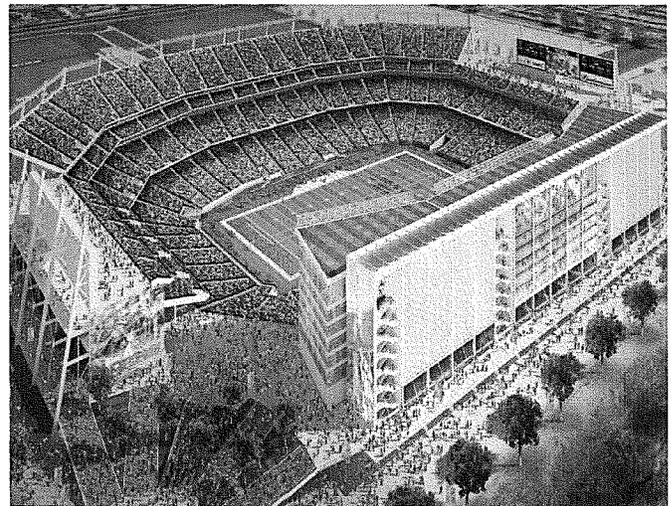
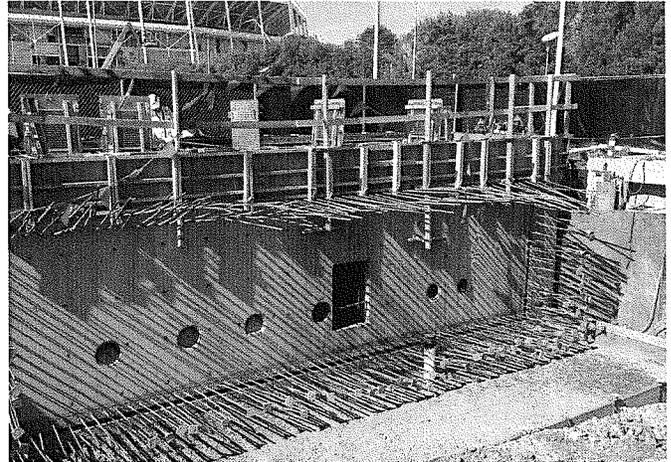
## Levi's Stadium Site Make-Ready

The Levi's Stadium project was a fast track project, which included an extensive array of civil improvements designed to support a new 68,500 seat professional football stadium for the San Francisco 49ers. The project involved both Design-Bid-Build and Design-Build Construction approaches with significant coordination between the City of Santa Clara, the San Francisco 49ers, and the Design-Build team. This project experienced excellent "Partnering" between all parties to the construction. This was an extremely large group that included not only the City Permitting and Public Works staff, but also the Turner- Devcon Joint Venture Construction Team, the HNTB Architectural Team, and Engineering Design Team.

The project was staged in five phases: Make Ready Infrastructure Improvements, Surface Infrastructure and Surface Improvements, Tasman Drive Improvements, Pedestrian Bridges and Access Improvements, and New Wastewater Pump Station. This design work was performed under contracts with the San Francisco Forty Niners Stadium LLC, City of Santa Clara Stadium Authority, HNTB Architects, Turner- Devcon Joint Venture, and Devcon Construction. The extensive network of utilities on the site includes new 24-inch water main, 16-inch water main, 12-inch water main, 18-inch recycled water, 12-inch recycled water, sanitary sewer, storm drainage, low impact design storm drainage, significant grading, retaining walls from 5-to 15-foot in height, access roadways, parking lots, exterior lighting, security facilities, installation of joint trench for both communication and power, and three 160-foot pedestrian bridges with widths of 20, 30 and 55 feet. The site can be accessed from 11 different highway interchange options and will have over 21,000 parking spaces between onsite and offsite lots. The site will also be accessible from several forms of mass transit including buses, light rail, commuter rail, and heavy rail.

The first phase of the project, which included \$10.8 million in infrastructure improvements, was completed in less than five months. The accelerated design schedule was crucial to getting the first phase of the project out to bid to prepare the site for the stadium foundation work. An important part of the accelerated execution was the use of AutoCAD Civil 3D. The 3D renderings that were developed of the utility infrastructure proved useful in facilitating coordination, review, and approval by the various team members.

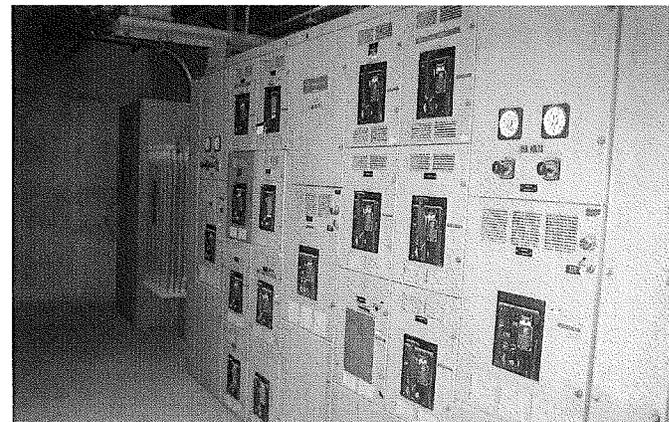
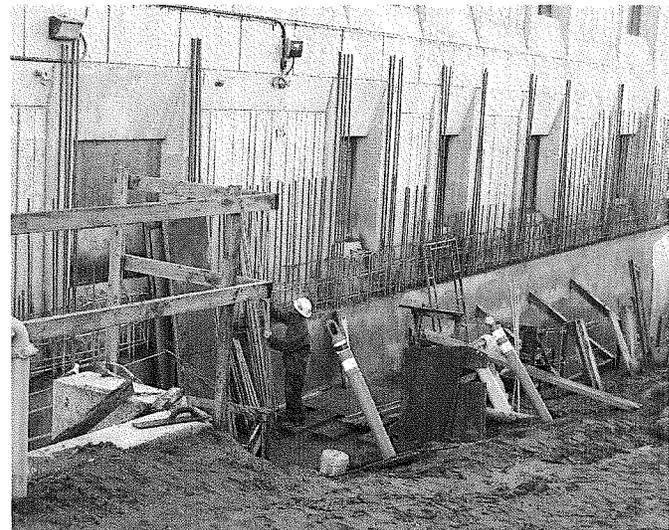
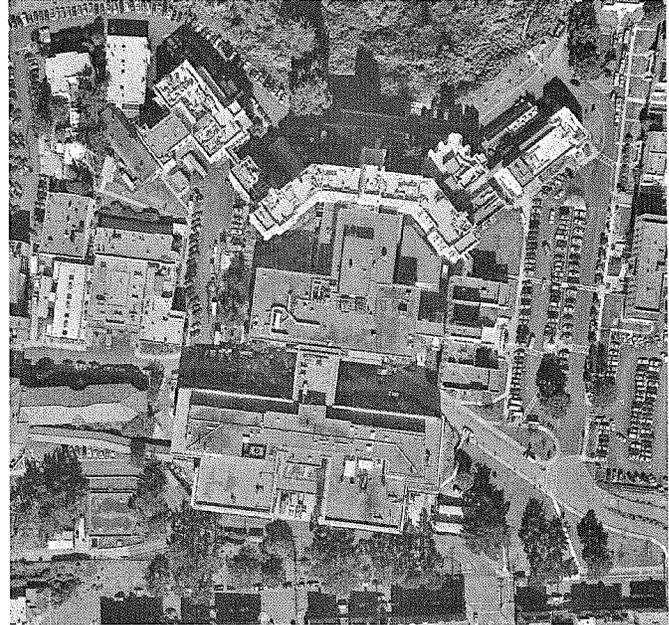
Crucial to the final approval of the Stadium construction was the approval of State Regional Water Quality Control Board of the recycled water system-dual use plumbing in a major facility. From the action required to assist the State in their discussions this is one of the first major facilities in the state to have dual use plumbing within the structure. GHD prepared extensive analyses and reports for use by the City of Santa Clara in their work with the State Regional Water Quality Control Board. This work allowed the first project of this magnitude in California to implement a differential pressure test for approval of dual plumbed recycled water system. The ability to conduct this type of test significantly reduced the amount of time and labor that would be involved in testing a dual plumbed system of this size. The system was successfully commissioned in June 2014.



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| <b>Total Project Cost:</b>                               | \$4.2M (GHD's Services)                                       |
| <b>Completion Date:</b>                                  | 2014  |
| <b>Provision and Training Completion Date:</b>           | June 2014   |
| <b>Construction Date:</b>                                | June 2014   |
| <b>Project Owner:</b>                                    | City of Santa Clara Stadium Authority                         |
| <b>Point of Contact:</b>                                 | Alan Kurotori   |
| <b>Title:</b>  | City Manager  |
| <b>Contact Number:</b>                                   | (408) 615-2210  |
| <b>Client Email:</b>                                     | manager@antaclaraca.gov                                       |
| <b>GHD's Project Team:</b>                               | James Pan and Mike Kincade                                    |
| <b>Statement about adherence to schedule and budget:</b> | GHD met the City's schedule and provided all needed services. |

## Campus Wide Electrical Upgrade, Veterans Affairs Medical Center, San Francisco

GHD performed an extensive on-site equipment condition assessment of a campus-wide electrical system to identify deficiencies and provide recommendations to upgrade the electrical system in order to improve reliability of service to the medical center. Recommended upgrades were then designed and a suggested sequence of construction developed to allow the functioning hospital services to remain in operations during construction. Upgrades designed included replacing the existing dual 15-kV PG&E service cables, replacing the double-ended 15-kV metal-clad switchgear, replacing twelve (12) substations and load centers, and replacing over 400 facility switchboards, panel boards and motor control centers to accommodate existing loads and future electrical loads. The replacement equipment selection was based on ease of maintenance, energy efficiency and adequate fault interrupting capacity. The existing 4.16-kV ring bus feeder was replaced with a new 15-kV double ring bus around the campus, providing two independent utility power sources to each of the twelve (12) substations and load centers. State-of-the-Art Power Quality meters, and fiber optic network and monitoring system were provided for data logging, trending and monitoring the energy usage for each building and thus effectively implement measures to reduce the energy usage of the facility.



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| <b>Total Project Cost:</b>                               | \$19M  |
| <b>Completion Date:</b>                                  | 2007   |
| <b>Provision and Training Completion Date:</b>           | 2008-2010                                    |
| <b>Construction Date:</b>                                | 2010-2013                                    |
| <b>Project Owner:</b>                                    | Department of Veterans Affairs               |
| <b>Point of Contact:</b>                                 | Travis Dilts                                 |
| <b>Title:</b>  | Project Section Chief – Engineering Services |
| <b>Contact Number:</b>                                   | 415-221-4810 X3810                           |
| <b>Client Email:</b>                                     | Travis.Dilts2@va.gov                         |
| <b>GHD's Project Team:</b>                               | Shishir Doctor, Eric Penn, Nicholas Weil     |
| <b>Statement about adherence to schedule and budget:</b> | GHD Performed on schedule and within budget. |

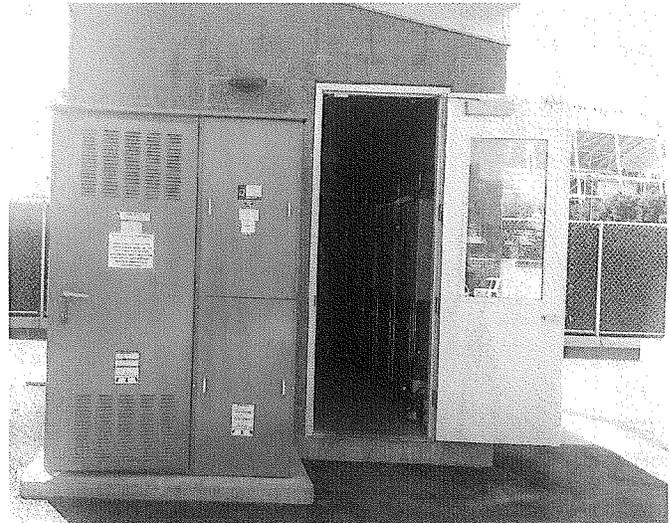
## Levi's Stadium Sewer Pump Station

The Levi's Stadium project was a fast track project, which included an extensive array of civil improvements designed to support a new 68,500 seat professional football stadium for the San Francisco 49ers. The project involved both Design-Bid-Build and Design-Build Construction approaches with significant coordination between the City of Santa Clara, the San Francisco 49ers, and the Design-Build team. This project experienced excellent "Partnering" between all parties to the construction. This was an extremely large group that included not only the City Permitting and Public Works staff, the Turner- Devcon Joint Venture Construction Team, the HNTB Architectural Team, and GHD's Engineering Design Team.

One of the crucial elements of the project was a new Sewer Pump Station, the first Sewer Pump Station built within the City of Santa Clara in over three decades. The design of the pump station was performed by the GHD engineering design team and coordinated with other Stadium elements being performed under separate contracts with the San Francisco 49er Stadium LLC, City of Santa Clara Stadium Authority, HNTB Architects, Turner-Devcon Joint Venture, Devcon construction, Preston Pipelines, and HSQ Technologies.

The Pump Station includes new staged-depth wet-well, with four (4) "high-flow" submersible pumps able to handle peak flows from the stadium and associated buildings, and two (2) "low flow" submersible pumps intended to handle normal non-game day sewer flows. The site design includes access roadways, parking areas, exterior lighting, and crane facilities for access to and maintenance of the submersible pumps. The pump station controls consisted of both a PLC-based automatic control system utilizing analog level sensors and flow meters connected to the City's existing SCADA control network via radio communications, but also an independent local "hard wire" system that utilized simple float controls. Both control systems were design to operate in tandem for ultra-reliable operation.

The system was successfully commissioned in the Summer of 2014 and has been operational for several large sporting events including the entire 2014 professional football season.

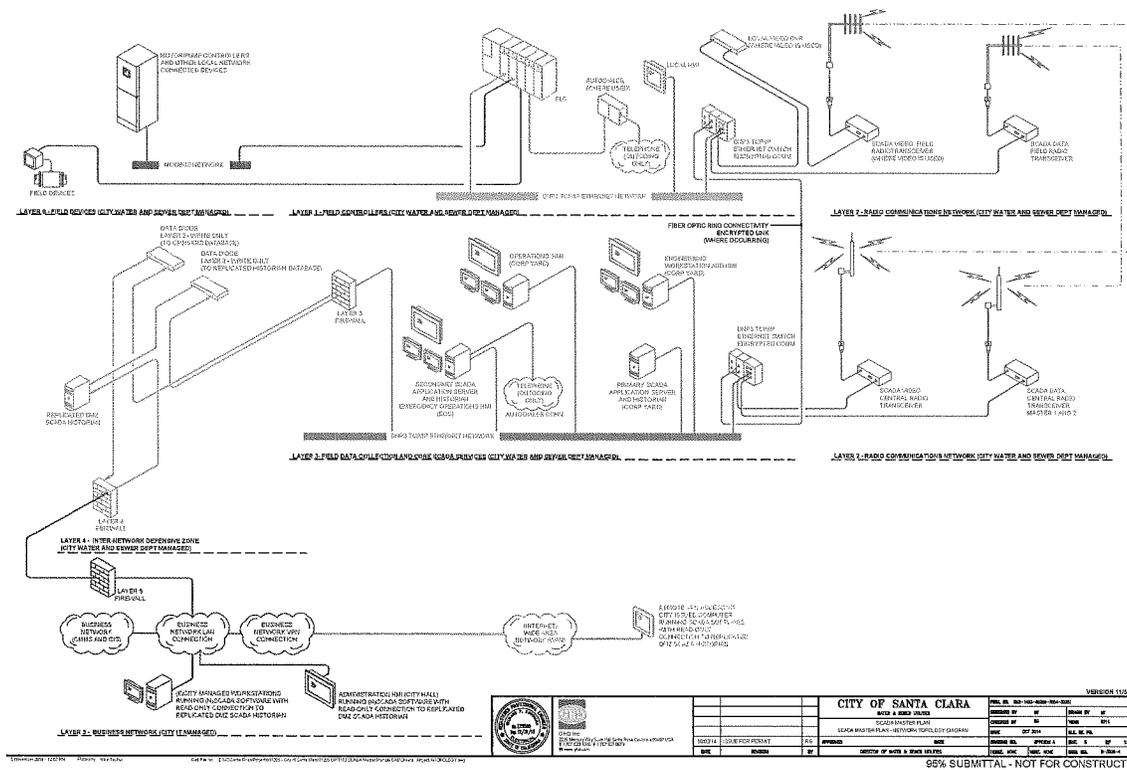


|  |   |
|--|---|
| <b>Total Project Cost:</b>                               | \$1M (est.)   |
| <b>Completion Date:</b>                                  | November 2013 (GHD's Design Completion)   |
| <b>Provision and Training Completion Date:</b>           | July 2014   |
| <b>Construction Date:</b>                                | July 2014   |
| <b>Project Owner:</b>                                    | City of Santa Clara   |
| <b>Point of Contact:</b>                                 | Nina Hawk   |
| <b>Title:</b>  | Assistant Director of Water and Sewer Utilities   |
| <b>Contact Number:</b>                                   | (408) 615-2018  |
| <b>Client Email:</b>                                     | NHawk@santaclara.gov  |
| <b>GHD's Project Team:</b>                               | Eric Penn, James Pan, Mike Kincaid, and Rick Jorgensen  |
| <b>Statement about adherence to schedule and budget:</b> | GHD's services went beyond scope to ensure the City's interests were protected, including to resolve construction issues including attending onsite meetings and facility testing and start-up. |

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# Project Understanding

The City of Santa Clara's Water and Sewer Utilities operate and maintain the existing water and sewer system comprised of 27 potable water wells, 7 potable water storage tanks, 3 potable water booster pump stations, 2 sanitary sewer pump stations, and 4 sanitary sewer lift stations. GHD recently designed upgrades to the City's Water and Sewer Utilities' Supervisory Control and Data Acquisition (SCADA) system. Subsequently, site upgrades at the City's Northside sewer pump station, Rabello sewer pump station, De La Cruz Sewer lift station, and four potable well sites are required to fully implement and integrate the SCADA system improvements..



GHD recently completed the Water and Sewer Utilities's SCADA system

# Project Elements

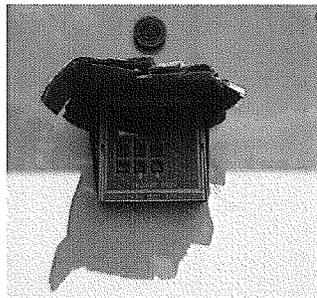
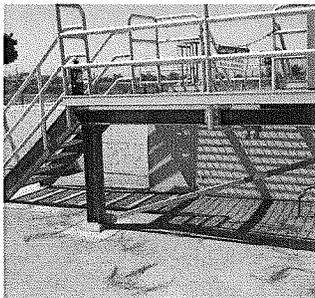


## Northside Sewer Pump Station

The site is located just outside the northern City of Santa Clara city limits (within the City of San Jose), and consists of a bar screening facility, a wet well structure and four submersible grinder pumps. The pump station operates the pumps sequentially based on level within the wet well. The pumps are controlled from individual reduced voltage starter units in a unified motor control center (MCC) lineup. The MCC also includes a legacy SCADA controller that currently operates the pump station. Backup power is available via a diesel generator on this site. The site equipment upgrades required at the Northside sewer pump station include:

- extension of the existing platform structure (including safety railings and stairs)
- adding of an overhang or windscreen to ensure safe access to all control equipment
- design and locate a new MCC equipped with new variable frequency drives (VFDs)
- develop cut-over work-plan
- demolishing of the existing motor control center and associated equipment

The existing pumps and controls will remain in place and will be reconnected and used to control the new VFDs.

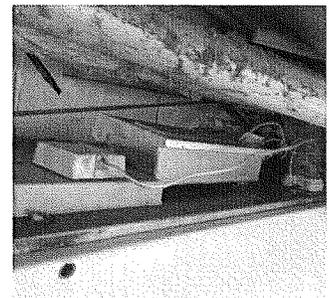
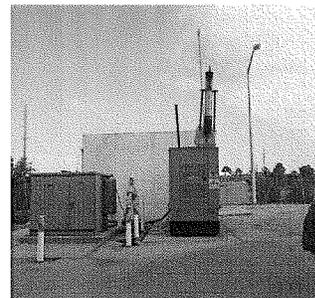


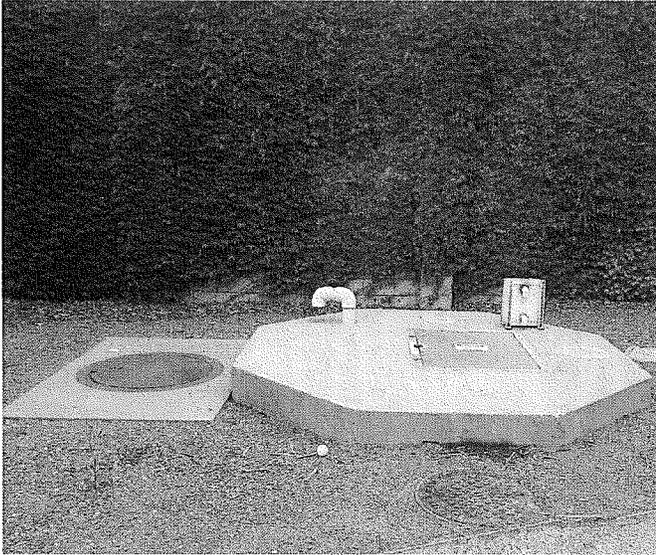
## Rabello Sewer Pump Station

This site is located at the north end of the City of Santa Clara and consists of a bar screening facility, a wet well structure and eight submersible grinder pumps. The pumps operate sequentially, based on level within the wet well. The pumps are controlled from individual reduced voltage starters and one solid-state soft-starter unit. All starters are located in an L-shaped MCC lineup located within an existing CMU structure. A legacy SCADA controller is also located within the same structure. Backup power is available via a diesel generator on this site. The site equipment upgrades required at the Rabello sewer pump station include:

- designing improvements to the existing MCC lineup to support the replacement of all starter units with new VFDs
- designing and locating active cooling HVAC equipment to protect the new VFD installation
- developing a cut-over work-plan

The existing pumps and controls will remain in place and will be reconnected and used to control the new VFD units.

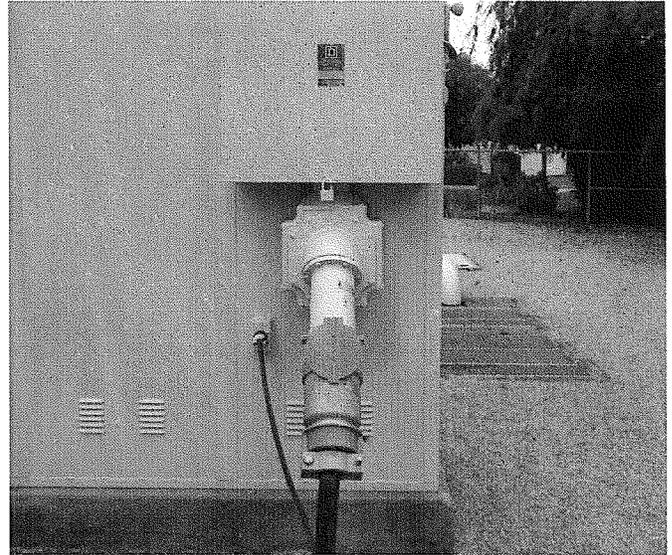




## De La Cruz Sewer Lift Station

The site is located in north-east Santa Clara and consists of two wet well structures, each with provisions for two submersible pumps. Only one wet well is in service. The second wet well does not have pumps, and is only provisioned for future use. The liquid level in the active wet well is measured using a bubbler-type level sensor. The existing MCC contains two across-the-line full-voltage non-reversing (FVNR) starter units, with space for two additional future starters. A legacy SCADA controller is also located within the same MCC. Backup power is available via a diesel generator on this site. The proposed site equipment upgrades at the De La Cruz sewer lift station include:

- selecting and locating a new Automatic Transfer Switch (ATS)
- designing power and control connections to the new ATS
- designing and specifying control connections to allow for automatic starting, operation and control of the backup generator unit and automatic transfer of the site to and from backup power as needed.



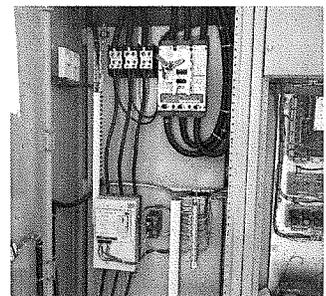
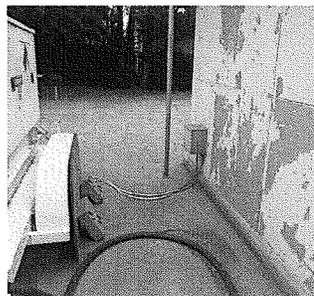
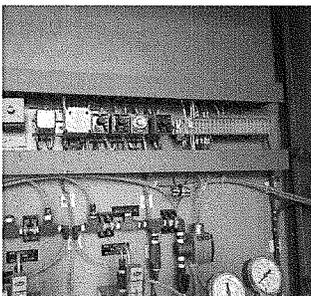
## Wells 7-02, 15, 21, and 28

Wells 7-02, 15, 21, and 28 are potable water well sites that are generally located in the south-west quadrant of Santa Clara and consist of an existing service switchboard and motor controls in a unified exterior enclosure. The existing controllers each contain a reduced voltage starter and legacy SCADA control units. Backup power is available via a diesel generator on each site and connected to the service equipment via a manually operated transfer switch (with the exception of Well 7-02, which has an existing ATS that is not currently set-up for fully automatic operation). The proposed site equipment upgrades at Wells 15, 21, and 28 include:

- selecting and locating a new ATS
- designing power and control connections to the new ATS
- designing and specifying control connections to allow for automatic starting, operation and control of the backup generator unit and automatic transfer of the site to and from backup power as needed.

The proposed site equipment upgrades at Well 7-02 include:

- designing and specifying control connections to allow for automatic starting, operation and control of the backup generator unit and automatic transfer of the site to and from backup power as needed.



# Project Approach

## Summary

The site equipment upgrades proposed for each of these sites will allow for the successful integration of these potable water and wastewater facilities into the new centralized SCADA System (developed and constructed under a separate contract). The documents developed as part of this project will describe the existing conditions, and provide Construction Drawings and Specifications for site specific equipment upgrades that are suitable for permitting, bid advertisement and contracting award.

GHD understands that the City has specific technology preferences that play a critical factor in implementing these site equipment upgrades and that the City wishes to proceed with implementing this project on an accelerated schedule and that time is of the essence. Based on this understanding, GHD expects to provide the resources needed to achieve an accelerated schedule, while delivering exceptional quality using the preferred technology products.

GHD will work closely with the City as a trusted advisor to implement the appropriate technology that will assist the City in achieving its vision for specific site equipment upgrades required to implement their complete SCADA system that streamlines operations and provides a state of the art solution.

GHD proposes to work with the City throughout the site equipment upgrade design planning, construction documentation development, contractor bid evaluation, construction management, and final commissioning efforts, as part of the City's team, and as a trusted technical advisor.

In order to successfully plan and execute the planned site equipment upgrades, GHD understands that we must listen, observe, and learn first from the City's stakeholders, engineers, staff and operators that manage, operate, and repair the City's water and wastewater assets. Only then may we begin together to collaborate and synthesize solutions.

Based on our proposed approach, GHD plans to implement a proven strategy that includes:

- Thoroughly investigating all existing site conditions in order to better understand the current conditions and any site-specific design constraints.
- Meeting with the City's key stakeholders, managers, staff and site operators to review and discuss issues that are important to the City that must be carried forward and incorporated into the site equipment upgrade documentation.
- Submitting and reviewing interim construction documents with the City to evaluate design direction and develop priorities for the recommended improvements, and revise the documents based on feedback from key stakeholders, to ensure that the final construction documents properly represent the needs and desires of the City.
- Implementing a thorough and systematic internal Quality Assurance and Quality Control document review at every step of the design process, in order to ensure that the construction documents developed are of the highest standards possible and will result in a smooth permitting, advertisement, bidding, construction and implementation process.

GHD understands the requirements necessary to successfully implement the required site specific equipment upgrades and the effort it takes to successfully implement those improvements. As the City's advisor, GHD will remain alongside the City from implementation through commissioning and acceptance of the site equipment upgrades.

# Professional Engineering Services

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## Investigate Existing Conditions

- Document existing conditions for each site and determine any outstanding design constraints.

## Develop an Implementation Plan

- Establish the proposed implementation plan for the site equipment upgrades that includes a strategy for a phased implementation of the proposed upgrades.
- Establish minimum criteria such that operation of the City's water and wastewater systems are maintained throughout all planned upgrades.

## Develop Site Specific Construction Documents

- Design site specific improvements based on the existing conditions and desired improvements and/or preferred upgrades for each pump station, lift station and well head.
- Develop Construction Documents suitable for permitting and construction bid advertisements that will enable the City to seek Contractor bids for construction and implementation of the items identified within the Site Equipment Upgrade documents.

## Develop Standard Construction Specifications

- Development of construction and product specifications that includes the necessary specifications that may be required for construction activities associated with planned upgrades at each site.

## Training Requirements

- Identify training recommendations for ongoing Operations and Maintenance (O&M) activities.
- Establish minimum training requirements.

## Implementation Plan

- Establish the proposed implementation plan for Site Equipment Upgrades that includes a strategy for a phased implementation of the proposed upgrades, in order to accommodate planned improvements to the City's SCADA system being implemented as a separate project.
- Establish minimum criteria such that operation of the City's water and wastewater systems are maintained throughout all planned upgrades.

Please see Attachment A – Scope of Work/Services for a detailed scope of work and project deliverables.

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## Proposed Schedule

| Phase | Task  | Week Ending - 2015 |      |      |     |      |      |      |
|-------|---|--------------------|------|------|-----|------|------|------|
|       |   | 3/20               | 3/27 | 4/17 | 5/8 | 6/15 | 8/30 | 9/30 |
| 1     | Project Kickoff and Initial Meeting                                 |                    |      |      |     |      |      |      |
| 2     | Site Evaluation   |                    |      |      |     |      |      |      |
| 3     | Develop Construction Documents and Specifications                   |                    |      |      |     |      |      |      |
|       | 60%/90% Design Documents for permitting                             |                    |      |      |     |      |      |      |
|       | Final 100% Documents for bid  |                    |      |      |     |      |      |      |
| 4     | Technical Support Services  |                    |      |      |     |      |      |      |
|       | Bid Support Services  |                    |      |      |     |      |      |      |
|       | Prepare submittal package for City of San Jose                      |                    |      |      |     |      |      |      |
|       | Services during construction (submittal review, RFI response, etc.) |                    |      |      |     |      |      |      |

Note - Proposed schedule assumes that the City Council approves the contract and a notice to proceed is issued on March 10, 2015.

GHD understands that the City wishes to proceed with implementing this project on an accelerated schedule and that time is of the essence. Based on this understanding GHD has proposed an accelerated schedule that minimizes submittal review periods but accounts for the time necessary to develop well-coordinated and comprehensive Site Equipment Upgrade documents.

The proposed schedule assumes that the City's key stakeholders that will be participating in the planning workshops will be readily available to participate in the planning efforts during the proposed scheduled periods.

GHD has already contacted the Permitting Agency at the City of San Jose and believes that the separate package for Northside Sewer Pump Station can be submitted and approved with negligible scheduling impact.

Based on preliminary evaluations, GHD assumes that the implementation and construction period through training could likely occur over a period of 3 months from award of the implementation and construction phase.

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## Key Personnel

GHD will provide complete professional engineering services for the Site Equipment Upgrade project at Northside and Rabello sewer pump stations, De La Cruz sewer lift station and four (4) well sites in the City of Santa Clara. Eric Penn will serve as Project Manager, leading the team and being responsible for the design team's schedule and delivery. Dave Lindow will provide project oversight as our Project Director and local liaison with the City staff. Eric has recently completed the successful SCADA Master Plan Upgrade project for the City of Santa Clara, which included many of the same team members we are presenting below. With over 15 years of experience, Eric has a solid working knowledge of the project sites and is familiar with both the City's technical expertise and desires, gained by working with the City on a number of other projects. With 30-years of engineering experience, Dave has a history of providing the City with high quality feedback and service on a number of other projects. He has developed a good working knowledge of the City's project and contract management practices, as well as the local standards and practices.

This project will also utilize the technical expertise of Mike Tocher and James Pan. Mike is a leading expert with practical experience in current electrical engineering and design paradigms and worked with Eric on a number of prior design efforts as well as providing principal design efforts on several other projects. Mike recently completed the SCADA Master Plan project with Eric, which brings a solid understanding of the requirements for the Site Equipment Upgrades in this contract. James is a structural engineer with 13 years of experience including structural design of water and wastewater treatment plants, pedestrian bridges, and small buildings, primarily with steel or concrete materials.

### Quality Assurance

A high quality of design documents will be maintained by having multiple levels of Quality Assurance checking at every stage of the project. Individual authors and designers will back-check each other's work before submitting for review. A

technical review of all documents will be performed by the Quality Assurance Manager, Rick Guggiana. Additionally a high-level overall review will be performed by the Project Director, Dave Lindow.

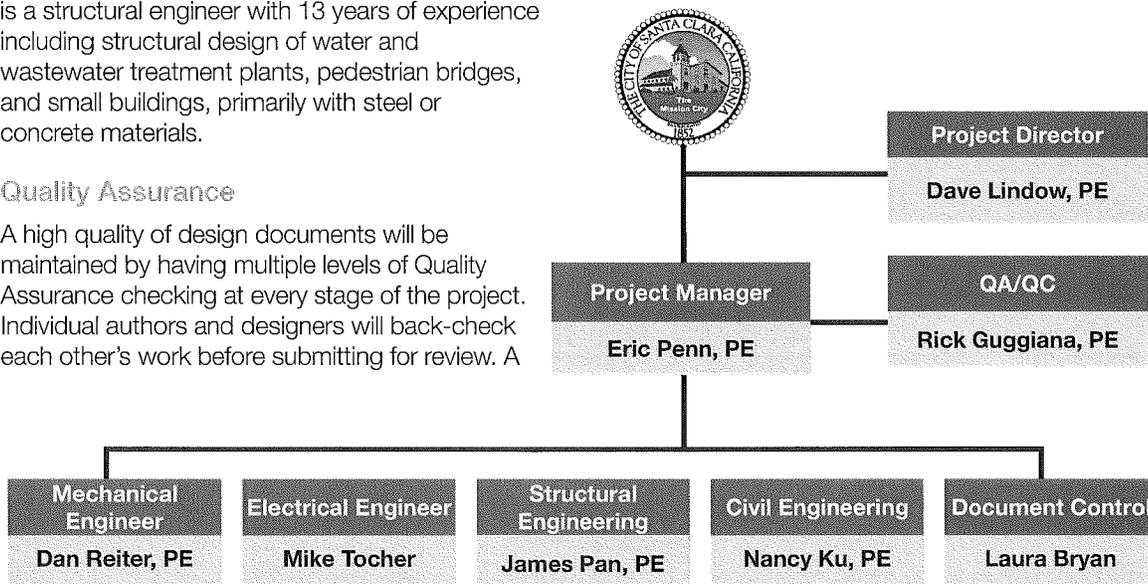
### Project Personnel

Our team will be supported by Nancy Ku, who will be performing Civil Engineering on this project. Nancy brings over 14 years of experience to our project. Nancy has worked on various projects for the City including the Northside Tanks and the Corporation Yard Tank projects.

Barrie Thom and Scott Schulmeyer will provide technical CAD and drafting operations. Both have 20-30 years of technical experience as CAD operators. Barrie and Scott have worked on many projects with our project manager and technical team members. Because they are intimately familiar with each of the designer's individual style, it allows them to provide additional technical assistance and another level of quality assurance in the final documents.

Rounding out the team is Laura Bryan as our Document Manager. Laura has provided project administration for over a decade. In addition to her administrative skills, she has managed the production, assembly, and delivery of many Master Plans, Environmental Reports, Technical Studies and other large technical documents to a variety of satisfied clients.

## Organizational Chart



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## Exclusions

We acknowledge receipt of the City's RFP, and sample Agreement for Professional Services and Addendum #1. GHD has signed the City's Agreement for projects such as the recent work on the SCADA system. GHD is confident we can enter into a professional services contract with the City of Santa Clara.

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## Proposal Costs

Based on the project understanding and the intended scope of work as described in Attachment A, the not-to-exceed amount for the services requested is \$113,980 with a combined total of 643 man hours. This proposed fee is based on an aggressive schedule with full construction documents for each site and includes related travel expenses and reimbursables. For a detailed line item cost summary and hourly breakdown please refer to Attachment E - Cost Proposal.

# Attachment A - Scope of Work/Services

# Scope of Work

## Civil, Structural, Mechanical and Electrical Engineering Services

### Phase I: Project Kick-off and Initial Meeting

During the initial project phase, GHD will:

1. Prepare and participate in an initial project information and coordination workshop with the City's project management team and key stakeholders. The purpose of this workshop is for GHD to work with the City to solidify the scope and approach for the project, and to work with the City to document our understanding of the project, schedule and discuss the details of the specific services and deliverables required of the GHD team.
  2. Review the proposed SCADA improvement documentation to develop a clear understanding of how the desired site equipment upgrades will assist in the final implementation of the proposed SCADA upgrades.
  3. Identify the sites and facilities expected to be improved to familiarize our team members with the existing conditions. Develop a schedule of site investigation and observation to insure that appropriate City staff are available for site assistance.
2. A design review submittal will be submitted to the city for review, comment and internal use. The design review submittal will be provided at the pre-final (90%) design stage. It is assumed that the prefinal submittal will be appropriate for submission to the City permitting office. It is also expected that this submittal will be used by the City for permitting of improvements of the Northside Sewer Pump Station, located within the City of San Jose, as described below.
  3. Development of 100% final construction documents will be provided to the City to issue for advertisement for bidding and construction. GHD will incorporate and address all design and permitting review comments prior to submitting the final construction documents.
  4. Design of site-specific equipment upgrades will be performed concurrently with each other in order to minimize development schedule. All six Site Equipment Upgrade plans, details and specifications (described as Tasks A through D) will be submitted as a unified submittal package for City use.

### Phase II: Site Evaluation

Under this project phase, GHD will perform the following:

1. Visit the affected project sites and facilities to evaluate and document the existing site conditions present and the equipment currently in-use at the various project sites.

### Phase III: Develop Construction Documentation and Specifications

Under this project phase, GHD will perform the following tasks:

1. Using the assessed site data, understanding of the proposed SCADA improvements, and defined priorities and input received from key stakeholders, GHD will develop detailed design documents associated with the proposed site equipment upgrades as required and where appropriate. To date, GHD has not done any detailed design of the proposed site equipment upgrades included in this project. Design documents will include site plans, floor plans, riser diagrams, sections, details, and construction specifications.
- Task A: Northside Sewer Pump Station  
As part of this task, GHD will perform the following design tasks:
    1. Design an extension of the existing platform structure in order to accommodate the new MCC and VFD equipment and allow for location of proposed SCADA system equipment to be installed under a separate contract. Platform extensions will include safety railings and/or stairs required to ensure operator safety. This effort will include all required structural engineering and structural calculations.
    2. Design of a new overhang or windscreen to ensure safe access to all control equipment. The location and size of the overhang/windscreen structure will be coordinated with the MCC and proposed SCADA equipment locations, to ensure that operators and equipment will be protected and provide safe operations in inclement weather conditions. This effort will include all required structural engineering and structural calculations.
    3. Design a new service entrance switchboard and MCC line up. The new electrical equipment will new electrical utility demand metering facilities, new VFD controllers for all existing sewer grinder pump motors. This effort will include coordination with the local electrical utility to relocate the existing electrical service.

4. Develop and describe a suggested sequence of operations that will allow cut-over of the existing equipment and connection of the new equipment, minimizing the expected shut-down time for the facility. GHD understands that this site is critical to the City of Santa Clara's Water and Sewer Utilities operation and will make every effort to allow for the construction process to be streamlined.
5. Describe and document a preferred method to reconnect the new equipment to the existing pumps and SCADA controls that are expected to remain in place and operational during the duration of this project. This will include an interim control connection to the new VFDs to allow for full-speed operation of the pump station using the existing SCADA controllers.
6. Document the selective demolition of abandoned existing equipment that was replaced as part of this project.

#### Task B: Rabello Sewer Pump Station

As part of this task, GHD will perform the following effort:

1. Design of modifications to the existing electrical service switchboard and MCC line up to replace all of the existing reduced voltage motor controllers with modern VFD controllers. This effort will include all required electrical design documentation and calculations.
2. Evaluations and design of passive or active cooling HVAC or ventilation required to exhaust the waste heat generated by the new VFDs located within the existing CMU control building, in order to protect the new VFD installation and insure a safe environment for their operation.
3. Development and description of a suggested sequence of operations that will allow cut-over of the existing equipment and connection of the new equipment, minimizing the expected shut-down time for the facility. GHD understands that this site is critical to the City of Santa Clara's Water and Sewer Utilities operation and will make every effort to allow for the construction process to be streamlined.
4. Description and documentation to reconnect the new equipment to the existing pumps and SCADA controls that are expected to remain in place and operational during the duration of this project. This will include an interim control connection to the new VFDs to allow for full-speed operation of the pump station using the existing SCADA controllers.

#### Task C: De La Cruz Sewer Lift Station, Well 15, Well 21, and Well 28 (4 sites)

As part of this task, GHD will perform the following effort:

1. Designing and construction documentation resulting in the installation of a new ATS, including structural supports for a new ATS.

2. Design and construction documentation resulting in new power and control connections between the new ATS and existing electrical service equipment and site SCADA control equipment expected to remain in use.
3. Details and specifications required for a complete and operational installation to allow for automatic starting, operation and control of the backup generator unit and automatic transfer of the site to and from backup power as needed.

#### Task D: Well 7-02

As part of this task, GHD will perform the following effort:

1. Design and construction documentation resulting in the modification of the existing equipment to allow for fully automatic starting, operation and control of the on-site backup generator unit and automatic transfer of the site to and from backup power as needed.

#### Phase IV: Technical Support Services

Under this project phase, GHD will perform the following tasks:

1. Provide construction bid support services, bid addenda support, and change order support during the advertisement and bidding process.
2. Preparation of a separate submittal package for the Northside Sewer Pump Station, suitable for submission to the City of San Jose permitting agency, prepared at the pre-final (90%) design level. Any comments received from San Jose will be incorporated into the final (100%) construction documents.
3. Provide services during construction, including Contractor submittal review services, responses to Contractor Requests For Information (RFIs) during construction and general project management support through substantial completion of the project construction.

#### Information to be provided by the City:

- Provide physical addresses and as-built drawings (where available) for the City's existing facilities.
- Provide proposed SCADA upgrade requirements as they relate to the equipment being upgraded at each project site.
- Provide functional descriptions and connection information for existing SCADA systems that the City may wish to reconnect to new upgraded equipment at each site.

#### General Assumptions and Exclusions

- It is assumed that the City will provide contact information and product information for any ancillary support systems (e.g. SCADA, electrical utility contact point, etc.), that the City wishes to include in the site

equipment upgrade project.

- GHD effort is limited to civil engineering, structural engineering, mechanical engineering, and electrical engineering services associated with the improvements covered as part of this project.
- Site geotechnical and subsurface investigations can be provided by GHD as an additional service, however those services are excluded as part of this scope.
- Hazardous material handling and disposal services are not included in the scope of this proposal.

## Deliverables

### Phase I: Project Kick-off and Initial Meeting

1. Project understanding memorandum (3 hard copies, 1 digital PDF copy)

### Phase II: Site Evaluation

1. No expected deliverable.

### Phase III: Develop Construction Documentation and Specifications

1. 90% Design Documents (3 hard copies, 1 digital PDF copy) for each site described in the Site Equipment Upgrades – pre-final design plans, sections, elevations, schedules, details, descriptions and specification sections ready for review by permitting agency.
2. 100% Final Construction Documents (3 hard copies, 1 digital PDF copy) for each site described in the Site Equipment Upgrades – final plans, sections, elevations, schedules, details, descriptions and specification sections suitable for permitting and bid advertisement for Construction.

### Phase IV: Technical Support Services

1. Bid phase support services:
  - a. Requests For Information during bidding – 8 hours (two RFIs total)
  - b. Construction Drawing Addenda before bid award – 16 hours (one addenda total)
2. Preparation of a separate submittal package for the Northside Sewer Pump Station:
  - a. Pre-final (90%) Design Documents (3 hard copies) for the Northside Sewer Pump Station site, modified to serve as a stand-alone submittal to the City of San Jose for review by permitting agency – pre-final design plans, sections, elevations, schedules, details, descriptions and specification sections.
  - b. Final (100%) Construction Documents (3

hard copies) for the Northside Sewer Pump Station site, modified to serve as a stand-alone submittal to the City of San Jose for review by permitting agency – final plans, sections, elevations, schedules, details, descriptions and specification sections suitable for permitting and bid advertisement for Construction.

3. Construction and bid support services:
  - a. Submittal review services – 16 hours (two submittals per discipline)
  - b. Change order support – 32 hours (one change order)
  - c. Responses to Contractor Requests For Information during construction – 16 hours (four RFIs per discipline)

# Attachment B - Information Form

**ATTACHMENT B  
Proposer's Information Form**

PROPOSER (please print): GHD Inc.

Name: GHD Inc.

Address: 1735 North First Street, Suite 301, San Jose, CA 95112

Telephone: (408) 451-9615

FAX: (408) 451-9665

Contact person, title, telephone number, email address and fax number: David Lindow (Dave)  
Principal, (916) 799-3114 mobile, David.Lindow@ghd.com, (408) 451-9665 fax

Proposer, if selected, intends to carry on the business as (check one)

- Individual
- Joint Venture
- Partnership
- Corporation

When incorporated? 07/01/2006

In what state? CA

When authorized to do business in California? 2006

Other (explain): \_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- 1 Addendum 1 was received.
- 2
- 3
- 4
- 5
- 6

Or,

\_\_\_\_\_ No Addendum/Addenda Were Received (check and initial).

Request For Proposal (RFP) for Sewer Pump Station, Lift Station, and Well Site Equipment Upgrades

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,  
sign here:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or  
*JOINT VENTURE*, at least (2) Partners  
or each of the Joint Venturers  
shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

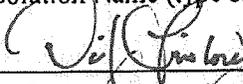
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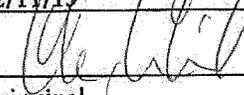
\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

(3) If Proposer is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: Principal (Title) and Project Director (Title) of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

GHD Inc.  
Corporation Name (type or print)

By:  David Lindow  
Title: Project Director, Principal  
Dated: 2/11/15

By:  Alex Culick  
Title: Principal  
Dated: 2/11/15

# Attachment C - Certification of Non-Discrimination

**ATTACHMENT C**  
**Certification of Nondiscrimination**

As suppliers of goods or services to the City of Santa Clara, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, or familial status; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.

**(1) If Proposer is *INDIVIDUAL*,  
sign here:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's typed name and title

**(2) If Proposer is *PARTNERSHIP* or  
*JOINT VENTURE*, at least (2) Partners  
or each of the Joint Venturers  
shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

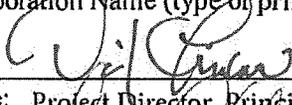
Date: \_\_\_\_\_

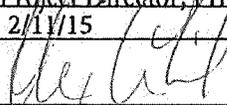
\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively: Principal (Title) and Project Director (Title) of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

GHD Inc.  
Corporation Name (type on print)

By:  David Lindow  
Title: Project Director, Principal  
Dated: 2/11/15

By:  Alex Culick  
Title: Principal  
Dated: 2/11/15

# Attachment E - Cost Proposal

Cost Proposal

| Phase   | Task | Item Description/Title              | Subtask Cost | Total Phase Cost |
|---|------|-------------------------------------|--------------|------------------|
| 1   |      | Project Kickoff and Initial Meeting |              | \$4,680          |
| 2   |      | Site Evaluations                    |              | \$5,432          |
| 3   |      | Develop CDs and specs               |              | \$70,100         |
|   | A    | Prefinal (90%)                      | \$48,392     |                  |
|   | B    | Final (100%)                        | \$21,708     |                  |
| 4   |      | Technical Support Services          |              | \$23,406         |
|   | A    | Bid Support                         | \$4,428      |                  |
|   | B    | Separate submittal for San Jose     | \$8,634      |                  |
|   | C    | Services during Construction        | \$10,344     |                  |
| Additional Services (Time and materials) 10% of Phase 1-3 Costs |      |                                     |              | \$10,362         |
| <b>Total Proposal Cost (Including Additional Services)</b>      |      |                                     |              | <b>\$113,980</b> |

**LABOR RATES AND HOURLY SUMMARY**

| Phase | Task | Item                                | Staff Classification | Project       | QA/QC         | Project       | Str/Mech/Elec  | Support       | CADD           | Clerical      | TOTAL          |
|-------|------|-------------------------------------|----------------------|---------------|---------------|---------------|----------------|---------------|----------------|---------------|----------------|
|       |      |                                     | Hourly Rate          | Director      |               | Job Manager   | Engineer       | Engineer      | Operator       |               | GHD            |
|       |      |                                     |                      | \$240         | \$195         | \$195         | \$165          | \$125         | \$125          | \$90          | HOURS          |
| 1     |      | Project Kickoff and Initial Meeting |                      | 4             |               | 8             | 8              | 0             | 0              | 4             | 24             |
| 2     |      | Site Evaluations                    |                      | 0             |               | 4             | 24             | 0             | 0              | 0             | 28             |
| 3     |      | Develop CDs and specs               |                      |               |               |               |                |               |                |               |                |
|       |      | Prefinal (90%)                      |                      | 2             | 14            | 18            | 154            | 26            | 80             | 13            | 307            |
|       |      | Final (100%)                        |                      | 2             | 4             | 8             | 64             | 8             | 48             | 4             | 138            |
| 4     |      | Technical Support Services          |                      |               |               |               |                |               |                |               |                |
|       |      | Bid Support                         |                      | 0             |               | 4             | 12             | 8             | 4              |               | 28             |
|       |      | Separate submittal for San Jose     |                      | 0             | 2             | 4             | 32             | 0             | 8              | 8             | 54             |
|       |      | Services during Construction        |                      | 4             |               | 4             | 16             | 16            | 16             | 8             | 64             |
|       |      | <b>Total Hours</b>                  |                      | <b>12 Hrs</b> | <b>20 Hrs</b> | <b>50 Hrs</b> | <b>310 Hrs</b> | <b>58 Hrs</b> | <b>156 Hrs</b> | <b>37 Hrs</b> | <b>643 Hrs</b> |

# Attachment H - Affidavit of Compliance with Ethical Standards

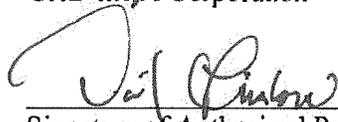
**ATTACHMENT H**  
**Affidavit of Compliance with Ethical Standards**

I, David Lindow, being first duly sworn, state that I am Project Director & Principal (title or capacity) of GHD Inc. (entity name) and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Attachment G, and I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards, footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

GHD Inc., A Corporation



\_\_\_\_\_  
Signature of Authorized Person or Representative

Project Director & Principal  
Title

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

S:\Attorney\REQUEST FOR PROPOSAL\Request for Proposal Feb 2012.doc

**ACKNOWLEDGMENT**

State of California  
County of SACRAMENTO

On 12<sup>th</sup> FEBRUARY, 2015 before me, KELLY WALUBENGO (NOTARY PUBLIC)  
(insert name and title of the officer)

personally appeared DAVID JAY LINDOW,  
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 Kelly Walubengo (Seal)



# Attachment I - Resumes



## **Eric Penn, PE** Project Manager



**Qualified.** BS/Electrical Engineering/Cal Poly State University/2000

**Connected.** Member of International Brotherhood of Electrical Workers (IBEW), Institute of Electrical and Electronics Engineers (IEEE), Power Engineering Society (PES).

**Relevance to project.** Mr. Penn has practical experience in the design and implementation of electrical systems. Mr. Penn has designed electrical, communications and process control systems for commercial and industrial projects including municipal power transmission and distribution systems. He also has hands-on construction experience and worked for over a decade as a Journeyman Electrician on a wide variety of residential, commercial and industrial projects. He has served as engineer of record on several projects including tenant improvements, parking structures, roadway lighting, and photovoltaic systems. In addition, he has provided construction management support for several projects.

### **Project Engineer**

#### **Santa Clara SCADA Master Plan | City of Santa Clara, CA**

The purpose of this project is to enable the reliable automation and control of the City's existing water and sewer systems for improved operational efficiency and reliability, and to create a SCADA Master Plan to guide future upgrades and improvements to that system. The new system was designed from the ground up to incorporate state-of-the-art technologies and equipment, with an emphasis on network cybersecurity and reliable automatic operation.

### **Project Engineer**

#### **Northside Tank Site Improvements | City of Santa Clara, CA**

The City contracted with GHD to provide engineering services to modify the facilities at the tank's site to improve water quality, operational flexibility, and increase reliability. The project included re-routing the tank discharge piping; demolishing existing yard piping; installation of new flow meters, flushing valves, turbidimeters, and chlorine analyzers; electrical improvements at the pump station; providing automated valve actuation; improving valve and instrumentation monitoring and control; installation of a new standby generator in a pre-fabricated metal building. This project had an aggressive design schedule due to the Burrowing Owl's nesting season.

### **Lead Electrical Engineer**

#### **Levi's Stadium Waste Water Pumping Stations | Santa Clara, CA, USA**

Lead Electrical Engineer for preparation of Construction Documents for the interim and permanent main waste water pumping stations for the new Levi's Stadium. Interim design included coordination efforts with Silicon Valley power for a new interim electrical service that would transition to a permanent service for the final build-out, and self-contained automatic and manual controls systems. Design efforts for the permanent pump station included selection of emergency backup generator and service equipment, transitioning plan for the temporary power to the final station, and interior and exterior power and lighting designs. New SCADA and control schemes were developed and specified to connect the final pump station equipment to the City's Master Controller as well as hard-wire backup controls. Equipment submittals were reviewed and coordinated to ensure final installation conforms with the City's expected functionality.

### **Electrical Engineer**

#### **Campus Wide Electrical Upgrade, Veterans Affairs Medical Center | San Francisco, CA, USA**

Performed an equipment condition assessment of the campus wide electrical system to identify



deficiencies and provide recommendations to upgrade the complete electrical system and improve reliability of service to the medical center. Designed the electrical system upgrade for the VA Medical Center campus, comprised of replacing the existing 15-kV PG&E service cables, 15-kV metal-clad switchgear, twelve (12) substations and load centers, switchboards, panel boards and motor control centers to accommodate existing loads and future electrical loads. The replacement equipment selection was based on ease of maintenance, energy efficiency and adequate fault interrupting capacity. The existing 4.16-kV ring bus feeder will be replaced with a new 15-kV double ring bus around the campus, to provide two independent utility power sources to each of the twelve (12) substations and load centers. State of the Art Power Quality meters, fiber optics network and monitoring system were provided for data logging, trending and monitoring the energy usage for each building and thus effectively implement measures to reduce the energy usage of the facility.

#### **Electrical Engineer**

##### **Windsor Geysers Effluent Pump Station, Windsor, CA**

Electrical engineer-of-record for the power, lighting and control design of a new effluent pump station for the City of Windsor's Wastewater treatment plant. Power design included connection to an existing service entrance switchgear, coordination with the local electrical utility for a larger electrical service without interruption of power service to the fully operational wastewater treatment plant. Emergency power design effort included provisions for new dedicated on-site emergency power generation facilities, and sizing and selection of Variable Speed Drives for the new effluent pumps. Communications and controls were designed to integrate with an existing SCADA Master Controller in the City of Santa Rosa via a fiber optic link and redundant licensed radio network. Controls included full-time active monitoring of pump motor bearing temperature and vibration.

#### **Electrical Engineer**

##### **Repair Three Sewer Lift Stations, SWDIV | Point Loma, CA, USA**

Electrical engineer for a retrofit project at Pump Stations 247, 160, and 149, operated by the US Navy. An above-ground emergency generator was provided at Stations 160 and 149. All stations required stand-alone hardwire level controls as well as communications with a remote Master Controller for alarms and monitoring. The project received an "excellent" rating from SWDIV.

#### **Electrical Engineer**

##### **Kilo Pier, 604 and 4949 Pump Station Improvements, SWDIV | CA, USA**

Electrical engineer for improvements to the Kilo Pier Pump Station (Naval Air Station North Island), Pump Station 604 (Amphibious Base) and Pump station 4949 (Imperial Beach). Improvements included a complete redesign and replacement of existing local controls and SCADA, replacing the existing pumps, and an upgrade of mechanical equipment.

#### **Electrical Engineer**

##### **Napa Sanitation District Pump Station Upgrades | Napa, CA, USA**

Field electrical engineer for site investigation and observation leading to the development of a complete point-to-point wiring diagram for an existing power and control system at an operational wastewater pumping station. Investigation included survey of existing instrumentation and controls devices, PLC and SCADA equipment.

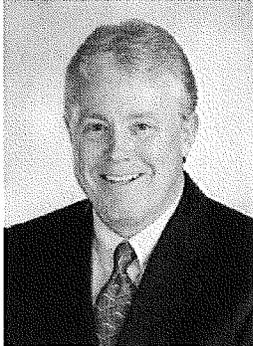
#### **Other related areas of interest**

- **Registered.** Electrical Engineer, CA, 16929. Electrical Engineer, AZ, 53993. Electrical Engineer, Guam, 1525.
- **Registered.** Construction Documents Technologist (CSI).



# Curriculum Vitae

## David Lindow, P.E. Project Director



**Qualified.** M.S./1981/Mechanical/ University of California, Berkeley  
B.A./1979/Physics/ University of California, Santa Cruz

**Connected.** Member of American Water Works Association, Water Environment Federation, Association of California Water Agencies, California Association of Sanitation Agencies, American Academy of Environmental Engineers, American Council of Engineering Companies

**Relevance to project.** Mr. Lindow has over 30 years of technical experience with a significant emphasis on water resources planning and the development of potable water and recycled water projects. Experience includes preliminary design through final design, securing project funding, interagency coordination, permitting, resident engineering and start-up services.

### **Project Manager**

#### **Santa Clara SCADA Master Plan | City of Santa Clara, CA**

The purpose of this project is to enable the reliable automation and control of the City's existing water and sewer systems for improved operational efficiency and reliability, and to create a SCADA Master Plan to guide future upgrades and improvements to that system. The new system was designed from the ground up to incorporate state-of-the-art technologies and equipment, with an emphasis on network cybersecurity and reliable automatic operation.

#### **Corporation Yard Water Storage Tank and Pump Station, City of Santa Clara | Santa Clara, CA USA**

Project Manager for design of 2.0 million gallon potable water welded steel tank, 3,500 gpm vertical turbine pump station situated in a new pre-fabricated pre-cast concrete building, and new standby generator to provide emergency and additional distribution system storage capacity. Project includes re-routing the existing storm drain, designing new water service connection, modifying existing grading, coordinating with Silicon Valley Power and existing Corporation Yard users.

### **Project Manager**

#### **Harkins Slough Project | Pajaro Valley Water Management Agency, Watsonville, CA, USA**

Mr. Lindow was responsible for the engineering and construction of this component of the Agency's Local Water Supply Project. This multi-phase project was a \$36 million connected development of three identified local supply sources which includes local water supplies from College Lake, Harkins Slough, and the Pajaro River at Murphy Crossing. The Harkins Slough project includes pumping and filtration facilities at the edge of Harkins Slough, 5 miles of pipeline (from 36-inch to 6-inch diameter), a 13-acre groundwater recharge basin, a 2,000 gpm supplemental well, plus monitoring and recovery wells around the recharge area.

### **Program Manager**

#### **South Bay Water Recycling Program | San Jose, CA, USA**

Mr. Lindow was involved with all aspects of engineering, construction, interagency agreements, customer retrofitting, public outreach, regulatory, and financial tasks. Initially serving as the Deputy Consultant Program Manager, Mr. Lindow was then the lead Consultant Program Manager for five years during design and construction. At \$140 million, Phase 1 of this program delivers 15 mgd of recycled water through 60 miles of pipeline (from 105-inch to 4-



# Curriculum Vitae

inch diameter), three pump stations, and a 2 mg steel reservoir for distributing recycled water to over 200 customers from Santa Clara and Militias to the Evergreen Valley in south San Jose.

## **Project Director**

### **Recycled Water Program | San Diego County Water Authority, San Diego, CA, USA**

Mr. Lindow directed this effort to help drive the Water Authority goal of increasing County-wide recycled water usage from 25,000 acre-feet to 32,000 acre-feet by 2012. Of the 24 Member Agencies in San Diego County there are 20 agencies currently producing recycled water that will be offered this Water Authority support. GHD produced both marketing-outreach and technical deliverables in order to promote recycled water. Technical support includes customer site inspections before or after recycled water deliveries begin to identify opportunities for maximizing recycled water use including payback calculations, assess potential water quality impacts, and recommend process changes and equipment/site retrofits to accommodate recycled water use.

## **Project Manager**

### **Various Water System Upgrade Projects | California Water Service Company, CA, USA**

As Project Manager for several tasks with this private water retailer, Mr. Lindow executed an Arsenic Study, the Bear Gulch Water Treatment Plant Partnership for Safe Water Report, the 125,000 gal Harris Reservoir wood roof and inlet rehabilitation effort, and the Bakersfield 121 Wellhead Granular Activated Carbon (GAC) Treatment Facility permitting.

## **Project Manager**

### **Water Treatment Plant Upgrades and Compliance Studies | Jamestown, CA, USA**

Mr. Lindow is responsible for the engineering of the \$2 million upgrades for the water treatment plant at CDCR's Sierra Conservation Center (in Jamestown, CA). Design for the 1.5 mgd facility upgrades include a high-rate flocculation-sedimentation process unit to handle seasonal

supply water turbidity spikes, chemical feed equipment and a 100,000 gal baffled storage tank to expand the clearwell and increase chlorine contact time.

Work includes six RWQCB compliance studies for the water treatment plant filter backwash discharge to Shotgun Creek include:

- Toxicity Reduction Evaluation
- Iron & Manganese Pollution Prevention Plan
- Salinity Evaluation & Minimization Plan
- Aluminum & Dichlorobromomethane Pollution Prevention Plan
- Treatment Feasibility Study for Aluminum & Dichlorobromomethane
- Treatment Feasibility Study for Iron & Manganese

## **User Outreach Task Leader**

### **Santa Rosa Urban Reuse Project | Santa Rosa Subregional System | Santa Rosa, CA, USA**

The City of Santa Rosa is implementing an Incremental Recycled Water Program, which includes the 1,000-Million Gallon per Year Santa Rosa Urban Reuse Project. Mr. Lindow led the development of the Recycled Water User Guide which includes the rules, regulations and guidance for design and operation of on-site recycled water facilities. The User Guide content is largely driven by Title 22 which is enforced by California Department of Public Health.

## **Project Manger**

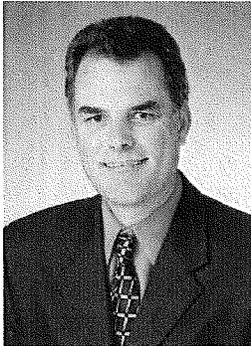
### **Miramonte Pump Station Improvements Project | Miramonte, CA, USA**

Mr. Lindow was responsible for the engineering and construction support. The existing pumps were removed and replaced with three 150-hp and one 40-hp VFD pumps. In addition to the associated piping and surge control valves, new control components were integrated into the City's SCADA system.



## **Rick Guggiana, PE, LEED AP**

### Quality Assurance



**Qualified.** B.S./Electrical Engineering/ California State Polytechnic University/1983

**Connected.** Institute of Electrical and Electronics Engineers (IEEE) – Member.

International Society of Automation (ISA) – Member.

**Relevance to project.** Rick Guggiana is a licensed electrical engineer with over 22 years of experience in the electrical, controls, and instrumentation fields. He has extensive experience in site and building power, medium voltage distribution, lighting, motor controls, electrical system studies, Supervisory Control and Data Acquisition (SCADA) systems, and instrumentation. His background includes a wide spectrum of clients from commercial to industrial to government. Rick was involved in the design and construction management of a 115-kV substation project which won a merit award from the Consulting Engineers and Land Surveyors of California (CELSOC).

#### **Project Manager**

##### **Santa Clara SCADA Master Plan | City of Santa Clara, CA**

The purpose of this project is to enable the reliable automation and control of the City's existing water and sewer systems for improved operational efficiency and reliability, and to create a SCADA Master Plan to guide future upgrades and improvements to that system. The new system was designed from the ground up to incorporate state-of-the-art technologies and equipment, with an emphasis on network cybersecurity and reliable automatic operation.

#### **Lead Electrical Engineer**

##### **USCG Training Center WWTP | Petaluma, CA,**

Lead electrical engineer for design of a 4.8 mgd tertiary wastewater treatment plant. Project SCADA system includes a server-based HMI and historian package with a graphics workstation to replace an existing PC-based HMI. The system includes three existing PLCs in outlying facilities, as well as seven PLCs within the new treatment plant. The outlying facilities are linked via 411 MHz (government band) spread-spectrum radios, the in-plant PLCs linked via a fiber optic backbone, and all are connected via an ethernet switch. The central PLC uses hot standby CPUs for redundancy.

#### **Electrical Engineer**

##### **Programmable Control Panel Upgrade | Orange County Sanitation District, CA**

Electrical engineer for project to migrate existing PLCs from proprietary Modbus Plus to Ethernet IP networks. The design included modifications to 43 Modicon Quantum PLCs located in two wastewater treatment plants. Modifications ranged from adding Ethernet communication modules to existing backplanes, to installing larger backplanes to accommodate the new comm modules. Rick wrote procedures to minimize PLC downtime and its impacts to treatment plant processes.

#### **Lead Electrical Engineer**

##### **Combined Heat and Power Project | Santa Rosa, CA**

Lead electrical engineer to replace an aging cogeneration facility in a municipal wastewater treatment plant. Design elements included PLC-controlled paralleling switchgear for connecting four spark-ignited generators onto the Plant distribution system. New PLCs were connected to the existing Plant network and integrated into the existing Wonderware HMI. Siemens PLCs were specified to match existing City hardware standards; City programming and documentation standards were enforced in the specifications to ensure maintainability.



### **Lead Electrical Engineer**

#### **Recycled Water Project | Yountville, CA**

Lead electrical engineer for a project to expand a small community's wastewater reuse capabilities. The existing plant contained a single stand-alone Allen-Bradley PLC to control the recycled water distribution pumps. The project included addition of a PC-based HMI and historian, a PLC to control effluent chlorination and dechlorination, remote operator interface terminals in the plant, and RTUs at five remote irrigation ponds. The remote RTUs measure water deliveries via pond level and turnout flow, and control flow to individual ponds via control valves.

### **Electrical Engineer**

#### **Sweetwater Springs Water District Phase III-A Water Distribution**

**Improvements | Guerneville, CA**  
Electrical engineer for installing iron and manganese removal, adding storage capacity, and replacing undersized and deteriorated distribution pipelines. The work included a pyrolusite pressure filter, on-site hypochlorite generation, two 125,000-gallon and one 370,000-gallon storage tanks, three booster pumping stations, and SCADA for eleven remote sites.

### **Electrical Engineer**

#### **Hidden Valley Lake Community Services District | Middletown, CA**

Designed electrical distribution for three potable water pump stations, each consisting of 3 to 7 booster pumps up to 60 hp. Design included service entrance, motor control centers, lighting, and integrating PLC controls into existing SCADA system. The design included new PLCs at each of the pump stations and at their associated tanks. Coordinated integration of the water supply system into the District's existing sewage collection and treatment radio network and SCADA HMI.

### **Electrical Engineer**

#### **Stonecrest Pump Station Emergency Repair | Napa Sanitation District, CA**

Electrical engineer for an emergency repair to a sewage pump station. An automobile accident

destroyed the pumpstation's electrical controls cabinet. A new PLC with a spread spectrum Ethernet radio link to the District's SCADA system was also designed.

### **Lead Electrical Engineer**

#### **Laguna Power System Upgrade | Santa Rosa, CA**

Lead electrical engineer for the design and resident engineer during construction of a 115kV substation at this subregional wastewater facility. Design included Siemens PLCs in the substation and new main plant switchgear to monitor circuit breaker and utility status, linked to the existing Plant network via fiber optics. This project received a CELSOC award for innovation.

### **Electrical Engineer**

#### **Cotati Tank | Cotati, CA, USA**

Designed electrical service and site electrical distribution for new water tank site. Designed a PC-based SCADA system to replace existing hardwired controls to seven sites across the city. Designed system to initially communicate over a leased line network, with future cutover to a radio-based system.

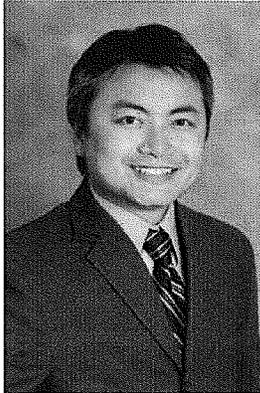
### **Other related areas of interest**

- **Registered.** Electrical, CA, #15880. Electrical, AZ, #34069, Electrical, CO, #34471. Electrical, IL, #062-053426. Electrical, TX, #86009. Electrical, WA, #36259. US Green Building Council LEED Accredited Professional. Construction Documents Technologist (CSI).



# Curriculum Vitae

## James Pan, PE Structural Engineer



### **Qualified.**

B.S./2001/Civil & Environmental Engineering/University of California Berkeley/CA  
Professional Engineer, CA Civil No. 72188

### **Connected.**

Member of Structural Engineers Association of Northern California (SEAONC).

### **Relevance to project.**

Mr. Pan has over 13 years of experience in heavy civil construction with bridge retrofit projects and in structural design of water and wastewater treatment plants, pedestrian bridges, and small buildings, primarily with steel or concrete materials.

### **Structural Engineer 49ers Stadium Pedestrian Bridge Concept Study | Santa Clara, CA**

Project Engineer to design preliminary concept for three new pedestrian bridges crossing from the parking lot to the new stadium. Mr. Pan provided 30% design, abutment final design, attend weekly bridge meetings, perform value engineering for client, structural observation at all stages of construction.

### **Structural Engineer Northside Tank Site Improvements | City of Santa Clara, CA**

The City contracted with GHD to provide engineering services to modify the facilities at the tank's site to improve water quality, operational flexibility, and increase reliability. The project included re-routing the tank discharge piping; demolishing existing yard piping; installation of new flow meters, flushing valves, turbidimeters, and chlorine analyzers; electrical improvements at the pump station; providing automated valve actuation; improving valve and instrumentation monitoring and control; installation of a new standby generator in a pre-fabricated metal building. This project had an aggressive design schedule due to the Burrowing Owl's nesting season.

### **Structural Engineer Levi's Stadium Waste Water Pumping Stations | Santa Clara, CA, USA**

Lead Structural Engineer for preparation of Construction Documents for the interim and permanent main waste water pumping stations for the new Levi's Stadium. Interim design included coordination efforts with Silicon Valley power for a new interim electrical service that would transition to a permanent service for the final build-out, and self-contained automatic and manual controls systems. Design efforts for the permanent pump station included selection of emergency backup generator and service equipment, transitioning plan for the temporary power to the final station, and interior and exterior power and lighting designs. New SCADA and control schemes were developed and specified to connect the final pump station equipment to the City's Master Controller as well as hard-wire backup controls. Equipment submittals were reviewed and coordinated to ensure final installation conforms with the City's expected functionality.

### **Project Engineer South Bakersfield WPT Improvements, Cal Water | Bakersfield, CA**

Structural design engineer for headwall design and various water control structures.

### **Lead Engineer Loop Canal Improvements, Contra Costa Water District | Martinez, CA**

Lead engineer from study phase to 100% completion. Designed and stamped a retaining wall and shotcrete canal overlay with up to 3 ft



# Curriculum Vitae

wall extensions. Coordinated with the client and other members of the team during all phases.

## **Project Engineer**

### **Check Structure Rehabilitation, Contra Costa Water District | Martinez, CA**

Project Engineer that coordinated with structural subcontractor and the District in setting up drawings, estimating cost, and assembling contract bid documents.

## **Project Engineer**

### **City of Soledad WWTP | Soledad, CA**

Project Engineer that designed various concrete pump stations, masonry operations building, and concrete pad for pre-engineered metal building.

## **Project Engineer**

### **Midhill Reservoir II, Contra Costa Water District | Martinez, CA**

Project Engineer that designed change order work, including a new steel vent box and modifying a well to fit a miss-sized hatch with the least amount of new steel.

## **Project Engineer**

### **Modesto Regional WTP Phase 2 Expansion, Modesto Irrigation District | Modesto, CA**

Structural design Engineer that designed concrete, steel, and masonry structures.

## **Project Engineer**

### **El Dorado Hills WTP 26 MGD Expansion, El Dorado Irrigation District | Placerville, CA**

Structural design Engineer that designed concrete structures for the water treatment plant expansion.

## **Project Engineer**

### **Merwin Hydroelectric Plant, PacifiCorp Energy | WA**

Structural design Engineer that designed various concrete and steel structures at the hydroelectric plant.

## **Project Engineer**

### **Lemolo Plant, PacifiCorp Energy | OR**

Structural design engineer for various steel platforms and modification of existing concrete canal for construction of new forebay. Additionally, to facilitate a service road parallel to the canal, designed a concrete bridge with phasing while canal is operational.

## **Project Engineer**

### **East Fort Myers Water Reclamation Facility | Ft. Myers, FL**

Project Engineer that designed concrete and steel structures for the membrane and DAF facilities.

## **Field Engineer**

### **Carquinez Bridge Retrofit and Demolition, California Department of Transportation | Crockett/Vallejo, CA**

Office and Field Engineer that researched and studied the original as-built drawings to generate detailed plans and sequence of deconstruction, helped on-site, and drew shop drawings of new steel (for the retrofit) and temporary steel (for demolition). Other work involved calculating take-offs, bidding, and setting up the remote office's network infrastructure. Part of this work eventually aired on TV as a documentary.

## **Office Engineer**

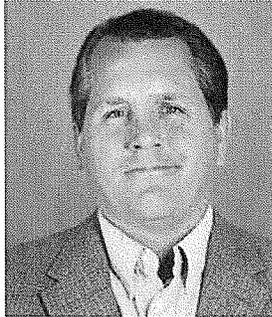
### **San Francisco-Oakland Bay Bridge Seismic Retrofit, California Department of Transportation | San Francisco, CA**

Office Engineer that wrote and maintained programs and databases for field engineers to keep track of incoming and outgoing steel and bolts. Drew shop drawings, submitted RFIs, and finalized as-built drawings.



# Curriculum Vitae

## Mike Tocher Electrical Engineer



**Qualified.** B.S./1994/Electrical Engineering/Portland State University/OR.

**Connected.** Member The Institute of Electrical and Electronics Engineers. The Association of Energy Engineers. Cogeneration & Competitive Power Institute of AEE. Energy Services Marketing Society of AEE. National Fire Protection Association

**Relevance to project.** Mr. Tocher has over 20 years of diverse experience managing and designing projects including commercial buildings, institutional facilities (health care, schools K-12, college, universities, prisons, etc.), industrial projects (water/wastewater, manufacturing, production, processing, etc.), and renewable energy projects (feasibility studies, photovoltaic, methane fuelled cogeneration, etc.).

Mr. Tocher also has specialized experience managing, designing and implementing automation and control systems that include network based SCADA systems for various environments including municipalities, institution and industrial applications. Experience includes instrumentation integration, process automation, developing SCADA security requirements, developing wireless/telemetry-based systems and SCADA system commissioning. Other experience includes designing communications systems to BICSI and TIA standards.

### Project Engineer

#### Santa Clara SCADA Master Plan | City of Santa Clara, CA

The purpose of this project is to enable the reliable automation and control of the City's existing water and sewer systems for improved operational efficiency and reliability, and to create a SCADA Master Plan to guide future upgrades and improvements to that system. The new system was designed from the ground up to incorporate state-of-the-art technologies and equipment, with an emphasis on network cybersecurity and reliable automatic operation.

### Project Engineer

#### Town of Richmond Hill SCADA Master Plan | Richmond Hill Ontario, Canada

Developed SCADA Master Plan for the Towns wastewater pumping stations. SCADA Master Plan included assessing pump stations, recommending improvements, meeting with key stakeholders, planning for the integration the Towns work order management and geographical information system software into the SCADA system, and development of system specifications associated with the SCADA Master Plan.

### Project Engineer

#### US Coast Guard Training Center Wastewater Facility | Petaluma, CA, USA

Design of SCADA, instrumentation and control systems for new wastewater treatment facility. The project scope included providing electrical, controls, instrumentation and SCADA design for the sites new wastewater facilities and wastewater discharge facilities. Project requirements included developing SCADA networks protocols and radio based networks for the management, and control of the facilities operations, including the development of multi-site automated irrigation based effluent discharge system.

### Project Engineer

#### National Park Service Title 1 Engineering Study Yosemite National Park | El Portal, CA, USA

Developed Title 1 engineering study for the park, which included the electrical, water and wastewater conveyance infrastructure, water treatment plants, wastewater treatment plants, and pumping stations. The scope of the report included assessing the parks existing systems, making recommendations for improvements and recommendations for SCADA system development requirements for integrating the



# Curriculum Vitae

parks electrical, water and wastewater systems into a unified SCADA architecture.

## **Project Engineer**

### **City of Trinidad Water Plant Upgrades City of Trinidad | Trinidad, CA, USA**

Provided design for upgrades the City's water pump station and treatment plan facilities that included SCADA system improvements, communication system upgrades and water plant control system improvements. Included electrical design services associated with the plant improvements and upgrades.

## **Project Engineer**

### **NAVFAC Andersen Air Force Base Strike South Ramp Utilities Upgrade | Guam, USA**

Design of electrical infrastructure associated with upgraded water distribution system and upgrades to base wastewater lift stations. Project design included designing of power, communications, instrumentation integration, wireless telemetry systems, controls and SCADA systems. Project requirements also included developing documentation of existing facility systems and upgrading the existing facility SCADA system.

## **Project Engineer**

### **South Tahoe Public Utility District Assessment and Evaluation | South Tahoe, CA, USA**

Provided engineering services for the condition assessment and evaluation of the Districts Luther pass pump station. Assessment included developing recommendations and alternatives for the pump stations SCADA and control systems. Assessments included reviewing findings with the Districts key stakeholders and developing alternatives, where the alternatives were reviewed in planning workshops managed by GHD for determining further improvements. The project is currently in the Phase II planning stages.

## **Project Engineer**

### **California Department of General Services (DGS)/California Department of Corrections and Rehabilitation (CDCR) Susanville SP WWTP upgrade | Susanville, CA, USA**

Design of electrical infrastructure for upgraded wastewater treatment plant. Project design included designing of power, communications, instrumentation integration, wireless telemetry systems, controls and SCADA systems. Project requirements also included developing documentation of existing facility systems, implementing plant-wide SCADA system, instrumentation integration and providing construction management.

## **Other related areas of interest**

### **Publications:**

- Modular Cylindrical PV Array for Fixed and Portable Applications – IEEE International Conference On Sustainable Energy Technologies (ICSET) (Singapore, 2008)
- Low Cost, Fully Self Contained, Telemetry Based Modular Sensor Platform – Tech East 98/ NASA Technology 2008 Conference (Boston, 1998)
- Automated Crop Irrigation Systems (ACIS) -NASA Technology 2000 Conference (Pasadena, 1996)



# Curriculum Vitae

## Nancy Ku, PE Civil Engineer



**Qualified.** BS Civil Engineering/ University of California, Berkeley/1999

**Connected.** American Water Works Association, California Water Environment Association (CWEA), San Francisco Bay Section CWEA, Northern California Pipe Users Group

**Relevance to project.** Ms Ku is a registered civil engineer with GHD and has over 14 years of diversified experience in the planning and design of water, recycled water, and wastewater facility projects. Project experience covers a wide range of assignments including feasibility studies, master planning, regulatory compliance, design, rehabilitation and engineering support during construction.

### **Project Manager**

#### **Northside Tanks Piping Reconfiguration Project | Santa Clara, CA USA**

project consists of designing piping modifications and electrical improvements at the Northside Tanks site to improve water quality, provide better operational flexibility, and increase reliability. Site improvements include improved tank yard piping, flowmeter and turbidity meter additions; pump station electrical and site SCADA upgrades; new standby generator and new motor control center room in a new building annex.

#### **Corporation Yard Water Storage Tank and Pump Station, City of Santa Clara | Santa Clara, CA USA**

Project Manager for design of 2.0 million gallon potable water welded steel tank, 3,500 gpm vertical turbine pump station situated in a new pre-fabricated pre-cast concrete building, and new standby generator to provide emergency and additional distribution system storage capacity. Project includes re-routing the existing storm drain, designing new water service connection, modifying existing grading, coordinating with Silicon Valley Power and existing Corporation Yard users.

### **Project Engineer**

#### **Effluent Pump Station; Rodeo Sanitary District | Rodeo, CA, USA**

Project Engineer for design of a new effluent pump station and re-aeration basin, including a removable diffuser system, adjustable weir, and a bypass system for gravity flow to the outfall.

### **Project Engineer**

#### **Water Reservoir 300A; Dublin San Ramon Services District | Dublin, CA, USA**

Project Engineer responsible for design and construction management support of a 2.3 million gallon steel welded potable water reservoir in San Ramon, CA. Project duties included pipeline and reservoir design, site grading and paving, coordinating design with the developer's engineer to ensure proper drainage and effective construction, preparing contract plans and specifications, submittal review, responding to RFIs, and preparing RFQs.

### **Project Engineer**

#### **Water Reservoir 300B / Pump Station 300C; Dublin San Ramon Services District | Dublin, CA, USA**

Provided construction management support and office engineering services for construction of a 1.7 MG prestressed concrete potable water reservoir and a 1.9 MGD pump station in San Ramon, CA.

### **Project Engineer**



# Curriculum Vitae

**Gibraltar Reservoir and Pump Station  
Improvements; City of Milpitas |  
Milpitas, CA, USA**

Project Engineer responsible for design services during construction. Project included construction of new 24-inch pipeline, modifications to reservoir inlet piping, construction of a new control building, installation of a new standby generator, replacement of an existing buried fuel tank with an above ground tank, and installation of chlorine and ammonia chemical feed systems and water quality instruments for the two 5.0 MG reservoirs.

**Project Engineer  
College and Rickenbacker Pump Station  
Relocations; City of Livermore |  
Livermore, CA, USA**

Project Manager/Engineer responsible for design services during construction to relocate a 1.7 MGD and 0.6 MGD pump station and construct a Zone 7 water turnout.

**Project Engineer  
Raw Sewage Pump; West County  
Wastewater District | Richmond, CA,  
USA**

Project Engineer responsible for design of a fourth pump, associated piping and appurtenances at the influent pump station in order to meet a firm capacity of 31 MGD with the largest pump on standby.

**Project Engineer  
Wastewater Treatment Plant Master  
Plan Update; Dublin San Ramon Services  
District | Dublin, CA, USA**

Project Engineer for development of the master plan. Duties included researching the history and development of the plant, key projects and expansions, performing capacity evaluation of existing unit processes and determining when additional units will be required to meet future growth, strategizing how to implement construction of future units, and preparing budgetary cost for capital improvement projects.

**Project Engineer  
Field Services Paving; Dublin San Ramon  
Services District | Dublin, CA, USA**

The corporation yard was designed as a temporary facility with a 3-year lifespan. The District decided to extend use of the corporation yard. Served as Project Engineer to evaluate the existing pavement and determine whether it would meet future needs.

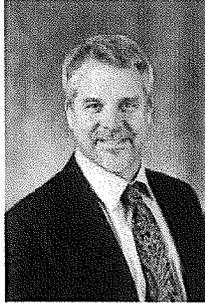
**Project Engineer  
Waste Discharge Order; Sun-Maid |  
Kingsburg, CA, USA**

Project Engineer responsible for preparing permit renewal application and supporting documentation.



## Dan Reiter, PE, LEED AP

### Senior Mechanical Engineer



**Qualified.** B.S./1983/Environmental Engineering/California Polytechnic State University/San Luis Obispo/California; 1996/Certified Plumbing Engineer

Mechanical/CA/#25091 AL/AZ/CO/HI/ NM/OR/TX/UT/WA/Guam/CNMI; Construction Documents Technologist (CSI); U.S. Green Building Council LEED Accredited Professional

**Connected.** USGBC; ASHRAE (past President, Golden Gate Chapter); ASPE; CSI; CELSOC AMEE; NFPA; NCES; SFPE

**Relevance to project.** Mr. Reiter has 30 years of experience in engineering and serves as GHD's Property + Buildings Manager. In this role he oversees major projects and programs that involve multi disciplinary teams with complex requirements. Dan has overall knowledge of all energy, engineering and environmental disciplines and has experience in planning, design and construction of building support systems.

#### **Project Manager**

##### **New Boiler Plant | California Department of Corrections and Rehabilitation, San Quentin Prison, San Quentin, CA**

Preliminary and final design for new boiler building housing three new 1200 HP boilers and ammonia-based selective catalytic reactors (SCRs). The project also included new surge tank, deaerator, and chemical treatment system.

#### **Senior Mechanical Engineer**

##### **South Bay Water Recycling Program | San Jose, CA**

Mr. Reiter led an analysis of expanding SBWR services to cooling tower users. Work included site reviews, conversion design and cost estimates and marketing materials.

#### **Senior Mechanical Engineer**

##### **Recycled Water Technical Assistance Program | San Diego County Water Authority, CA**

Assisted the Authority with education and outreach program around cooling tower conversions developed information material for users and led training sessions.

#### **Senior Mechanical Engineer**

##### **Santa Rosa Urban Reuse Project | City of Santa Rosa, CA**

Assisted in identifying and quantifying process water demand in the services area.

#### **Project Manager**

##### **Utilities Field Office | Santa Rosa, CA, USA**

GHD led a multi-discipline team that developed and executed a master plan for a new facility that would upgrade and complement existing maintenance yards serving the Utilities, Public Works, Fleet Services and Transit Departments. Located on a 30-acre site that once housed the City's main wastewater treatment plant and a public safety firing range, the new campus was planned and constructed to include an operations building, an administration building, a training facility, resource warehouse and shops, a reclaimed water pump station, a truck wash facility, a material storage area, a transfer station, and new employee parking areas. The program incorporated design elements that enhanced building efficiency and regulatory compliance, including photovoltaic (PV) arrays and Low Impact Development (LID) design elements. The UFO Operations Building includes many sustainable features including a highly efficient HVAC system which consists of direct/indirect evaporative cooling that serves an under-floor delivery system. The plumbing fixtures are ultra-low flush type. The lighting is controlled to maximize day-



lighting and minimize energy use. This project was completed in 2010, for nearly \$8 million under the planned budget and was recently awarded the ASCE San Francisco Section Architectural /Engineering Project of the Year, ASCE Region 9 Outstanding Architectural/Engineering Project of the year, as well as the North Bay Business Journal "Green" Project of the Year.

**Mechanical Engineer**  
**Maintenance Building, Hidden Valley**  
**Lake CSD | Lake County, CA, USA**

Mechanical Engineer for this prefabricated maintenance building including 9,000 square feet of office space and maintenance bays.

**Mechanical Engineer**  
**Emergency Generator Building #4, Naval**  
**Base Kitsap, WA**

As part of the Navy's upgrade of mission support facilities, Naval Base Kitsap at Bangor, WA. Project Manager for a 5000 square foot emergency generating building for 4 – 2.17MW slow speed diesel generators to provide emergency power to the submarine piers to allow nesting of additional SSBN and SSGN nuclear submarines.

**Mechanical Project Manager**  
**San Quentin Condemned Inmate**  
**Complex, California Department of**  
**General Services, Corrections and**  
**Rehabilitation | San Rafael, CA**

This project included a new 1,000 bed Condemned Inmate Complex adjacent to the existing San Quentin State Prison. The complex will be located on approximately 20 to 25 acres at Dairy Hill. Grading of the site will require the movement of approximately 180,000 cubic yards of soil. This new facility will include two housing units and is anticipated to house the condemned inmates for the near future. An additional third housing unit may be required at a later date to accommodate additional inmates. The work will include a correctional treatment center, security fencing and perimeter road, possible modifications to the west and east gates, two 180 unit housing facilities, operations/administration building, facility services for health, legal, and library, demolition and hazmat, and upgrade of existing on-site wet

and dry utilities.

**Project Manager**  
**VA Medical Facility, Building 4 |**  
**Palo Alto, CA**

This project included mechanical, electrical, architectural and industrial hygiene services for architectural rehabilitation of a 20,000-SF hospital facility into research laboratory. Project included a variable air volume supply and exhaust systems, laboratory gases, deionized water system, steam piping renovations and direct digital control system.

**Principal in Charge**  
**VA Medical Center, Building 3 |**  
**San Francisco, CA**

Institutional Master Plan and Environmental Compliance Project which includes outdoor site utilities comprised of the electrical power system (normal and emergency), natural gas system, fire and potable water system, storm water system, sanitary sewer system and the Central Plant (hot water system).

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**EXHIBIT B**

**FEE SCHEDULE**

The total amount for this Professional Service Agreement is \$113,980.00 plus a ten percent contingency for potential changes in amount of \$11,398.00. In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred twenty five thousand, three hundred seventy eight dollars (\$125,378.00), subject to budget appropriations. See attached schedule of fees.

**Cost Proposal**

| <b>Phase</b>  | <b>Task</b> | <b>Item Description/Title</b>       | <b>Subtask Cost</b> | <b>Total Phase Cost</b> |
|---|-------------|-------------------------------------|---------------------|-------------------------|
| 1   |             | Project Kickoff and Initial Meeting |                     | \$4,680                 |
| 2   |             | Site Evaluations                    |                     | \$5,432                 |
| 3   |             | Develop CDs and specs               |                     | \$70,100                |
|   | A           | Prefinal (90%)                      | \$48,392            |                         |
|   | B           | Final (100%)                        | \$21,708            |                         |
| 4   |             | Technical Support Services          |                     | \$23,406                |
|   | A           | Bid Support                         | \$4,428             |                         |
|   | B           | Separate submittal for San Jose     | \$8,634             |                         |
|   | C           | Services during Construction        | \$10,344            |                         |
| Additional Services (Time and materials) 10% of Phase 1-3 Costs |             |                                     |                     | \$10,362                |
| <b>Total Proposal Cost (Including Additional Services)</b>      |             |                                     |                     | <b>\$113,980</b>        |

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**INSURANCE COVERAGE REQUIREMENTS  
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for 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 Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

## E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice 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

Consultant and City agree as follows:

1. Consultant 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



Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-06 Professional Service Contract.doc

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted<sup>2</sup> of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

---

<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
GHD**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

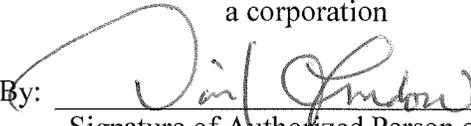
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**GHD**

a corporation

By:   
Signature of Authorized Person or Representative

Name: DAVID LINDAW

Title: PROJECT DIRECTOR

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

# California Jurat Certificate

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

S.S.

County of SANTA CLARA

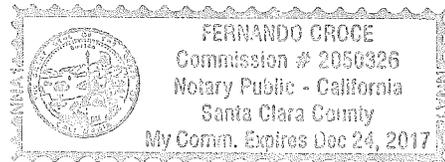
Subscribed and sworn to (or affirmed) before me on this 7th day of MAY

20 15, by DAVID JAY LINDOW and \_\_\_\_\_  
Name of Signer (1)

\_\_\_\_\_, proved to me on the basis of  
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

  
\_\_\_\_\_  
Signature of Notary Public



FERNANDO CROCE, NOTARY PUBLIC

For other required information (Notary Name, Commission No., etc.)

Seal

## OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

AFFIDAVIT OF COMPLIANCE WITH  
ETHICAL STANDARDS

containing 1 pages, and dated 5/7/15

| Archival Information   |
|--|
| <b>Method of Affiant Identification</b>  |
| Proved to me on the basis of satisfactory evidence:<br><input checked="" type="radio"/> form(s) of identification <input type="radio"/> credible witness(es) |
| Notarial event is detailed in notary journal on:<br>Page # _____ Entry # _____   |
| Notary contact: _____  |
| Other  |
| <input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____   |

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6B.8

City of Santa Clara, California



**Date:** May 12, 2015

**To:** City Manager for Council Action

**From:** Deputy City Manager

**Subject:** Public Service Grant Agreement with Housing Trust Silicon Valley to Provide Tenant Based Rental Assistance through its Finally Home Program

## EXECUTIVE SUMMARY:

On March 27, 2013 City Council approved a Public Service Grant Agreement with Housing Trust Silicon Valley (HTSV) to administer a Tenant Based Rental Assistance (TBRA) program for City residents using federal HOME Program funds in HTSV's Finally Home Program. This is a security deposit assistance program available to individuals and families who are either chronically homeless moving-off the streets or out of shelters and into permanent housing, or those at risk of homelessness. HTSV's Finally Home Program has Memorandums of Understanding with community partners who work closely with homeless families or those at-risk of homelessness that are in need of the security deposit assistance. Familiar partners involved in the Finally Home Program have included Bill Wilson Center, Catholic Charities of Santa Clara County, HOMEFirst, InnVision the Way Home, Maitri, Next Door Solutions to Domestic Violence, Silicon Valley Independent Living Center, and The Health Trust.

The Grant Agreement ran through June 30, 2015 and this request is for a two year extension through June 30, 2017. Total funding commitment under the 2013 Grant Agreement was \$165,000, including \$150,000 in HOME funds and, because Federal HOME regulations preclude using TBRA funding for costs of program administration, program administration costs of \$15,000 were approved to come from the City Affordable Housing Fund. At the expiration of the Grant Agreement period, there was a balance of unspent funds of \$152,116: \$138,000 in HOME funds and \$14,116 in City Affordable Housing Funds. HTSV requested that the Agreement be renewed, explaining that the program's effect was diminished due to sharp increases in rents and thus the amount needed for security deposits increased. Even if the agency had been able to pull in other resources for the deposits, it was difficult to provide the total in a timely manner, and the unit would have been taken before the assisted family could sign a contract. (See attached request). The agreement would not include any new funding, but would increase the average amount of the security deposit from \$1500 to \$2500, more in line with the current rental market. The proposed averaged utility assistance will remain at \$500.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

HTSV, under it's Finally Home Program will assist approximately 50 individuals or families by increasing the average security deposit of \$1,500 to \$2500, which is fewer than the number of households proposed in 2013. The advantage is that increased deposit assistance will make it more practical to provide assistance and the funds will be fully utilized for a purpose that addresses a high need in the City.

City Manager for Council Action

Subject: Public Service Grant Agreement with Housing Trust Silicon Valley to Provide Tenant Based Rental Assistance through its Finally Home Program

May 12, 2015

Page 2

**ECONOMIC/FISCAL IMPACT:**

The (2) two year Public Service Grant agreement is for a total amount not to exceed \$138,000 for the purpose of meeting the goals and objectives outlined in Exhibit A, Scope of Services. The funding source shall be HOME funds which were appropriated in prior years and carried forward. In consideration for HTSV's services, City shall pay an amount not to exceed \$14,116 for the purpose of administering the program operation as described in Exhibit B, Budget. The funding source shall be from the City Affordable Housing Fund. Sufficient available funds are appropriated in HOME funds and the City Affordable Housing Fund for this agreement. There is no fiscal impact in the General Fund.

**RECOMMENDATION:**

That the Council approve and authorize the City Manager, or his assignee, to execute the Public Service Grant Agreement between the City and Housing Trust Silicon Valley to Provide Tenant Based Rental Assistance through its Finally Home Program.



Tamera Haas  
Deputy City Manager

Certified as to Availability of Funds: <sup>OMW</sup>

|                     |           |
|---------------------|-----------|
| 562-5544-80400-5935 | \$123,000 |
| 562-5544-87010-5935 | \$ 15,000 |
| 565-5544-80800-5210 | \$ 14,116 |

APPROVED

  
Julio J. Fuentes  
City Manager

Gary Ameling  
Director of Finance/  
Assistant City Manager

MAJORITY VOTE OF COUNCIL

***Documents Related to this Report:***

- 1) Housing Trust Silicon Valley Extension Request***
- 2) Public Service Grant Agreement with Housing Trust Silicon Valley***



**Board of Directors**

John Barton, Chair  
*Stanford University*

Candice Gonzalez, First Vice Chair  
*Palo Alto Housing Corporation*

Kathleen King, Second Vice Chair  
*Healthier Kids Foundation*

Robert Sherrard, Treasurer  
*Technology Credit Union*

Sparky Harlan, Secretary  
*Bill Wilson Center*

■

Shiloh Ballard  
*Silicon Valley Leadership Group*

Erin Brennock  
*Synopsys*

George Brown  
*Gibson, Dunn & Crutcher LLP*

John Paul Bruno  
*Lehigh Hanson*

Supervisor Cindy Chavez  
*County of Santa Clara*

Daniel Furtado  
*Former Mayor, City of Campbell*

Hon. Ash Kalra  
*City of San Jose*

Linda Mandolini  
*Eden Housing*

John McLemore  
*Goliath Business Group*

Hon. Diane McNutt  
*Town of Los Gatos*

Hon. Steve Tate  
*City of Morgan Hill*

Quincy Virgilio  
*Keller Williams*

■

Kevin Zwick  
*Chief Executive Officer*

■

95 S. Market St.  
Suite 610  
San Jose, CA 95113  
Tel: 408.436.3450  
Fax: 408.436.3454  
housingtrustsv.org

August 26, 2014

TO: Eloiza Murillo-Garcia  
Acting Housing Division Manager  
City of Santa Clara

FROM: Sandra Murillo  
Director of Grants Administration  
Housing Trust Silicon Valley

SUBJECT: Continuation and First Amendment to the Public Service Grant Agreement -  
Scope of Services

As a follow-up to the April 24, 2014, meeting, this request is for the continuation and amendment of the Public Service Grant Agreement by and Between the City of Santa Clara (CSC) and Housing Trust Silicon Valley (HTSV), dated April 9, 2013.

HTSV would like to request a two-year extension and amend the scope of services to include:

1. Increase the maximum security deposit to \$2,500. At a recent meeting with our partner agencies, we discussed housing trends and barriers. As the rents skyrocketed, the security deposits also increased, making it more difficult for families to secure adequate resources in a timely manner. On many occasions, it is necessary for the case managers to piece together the resources from different agencies.

HTSV has increased its maximum security deposit to \$2,500 to eliminate multiple grant requests and allow the client to secure their permanent housing more rapidly.

2. If the increase is approved, decrease the number of clients assisted to 50 from 75.

3. Implementation of Outreach/Marketing plan to target local landlords/property managers.

We look forward to our continued partnership and the ability to serve the residents of the City of Santa Clara.

A handwritten signature in black ink, appearing to be "Sandra Murillo", is written over the bottom right portion of the letter.

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
HOUSING TRUST SILICON VALLEY**

This public service grant agreement (“Agreement”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Santa Clara, California, a chartered California municipal corporation whose primary business address is located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), and Housing Trust Silicon Valley, a non-profit corporation incorporated under the laws of the State of California with its principal place of business located at 95 S. Market Street, Suite 610, San Jose, CA 95113 (“HTSV”). City and HTSV may be referred to individually as a “Party” or collectively as “Parties” or the “Parties to this Agreement”.

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and,
- B. HTSV represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**AGREEMENT PROVISIONS:**

The Parties agree as follows:

**1. FUNDING AND APPROPRIATION**

- A. Pursuant to the provisions of Title II of the Housing and Community Development Act of 1990, as amended, City has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") as an entitlement. From such HOME grant funds, City has appropriated an amount not to exceed ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$138,000), to be given to HTSV to be utilized during the time period between May\_\_\_\_, 2015 and June 30, 2017 (“Utilization Period”) for the purpose of meeting the goals and objectives outlined in Exhibit A, titled, “Scope of Services” (“Program”), attached hereto and incorporated herein by this reference, to primarily benefit low and moderate income City of

Santa Clara residents.

- B. In consideration for HTSV's complete performance of Services, City shall pay HTSV an amount not to exceed FOURTEEN THOUSAND ONE HUNDRED SIXTEEN DOLLARS (\$14,116) for provision of services rendered by HTSV for the purpose of administering the Program operations as described in Exhibit B, titled "Budget" attached hereto and incorporated herein by this reference.

## 2. PROGRAM COORDINATION

- A. CITY: The Deputy City Manager or his/her designee, shall be the Program Manager on behalf of City and shall render overall supervision of the progress and performance of this Agreement by City. All services to be performed by City shall be under the overall direction of the Program Manager.
- B. HTSV: HTSV shall assign a single Program Director who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, HTSV shall notify City immediately of such occurrence. Program Director and HTSV staff will fully cooperate with City's Program Manager relating to the Program, areas of concern, and the impact of Program on residents of City.
- C. NOTICES: All notices or other correspondence required or contemplated by this Agreement shall be sent to the Parties at the following addresses:

City:

Deputy City Manager  
City of Santa Clara  
1500 Warburton Drive  
Santa Clara, California 95050

HTSV:

Grant Administrator  
Housing Trust Silicon Valley  
95 S. Market Street, Suite 610  
San Jose, CA 95113

## 3. OBLIGATIONS OF HTSV

- A. Organization of HTSV: HTSV shall:

- 1) Provide City, prior to the Effective Date of this Agreement, and, at all times during the Utilization Period, within thirty (30) days of a change in status of any of the following documents, with:
  - a) A copy of Articles of Incorporation under the laws of the State of California;

- b) A copy of current Bylaws of HTSV;
  - c) Verification and documentation of Internal Revenue Service nonprofit status under Title 26, Section 501(c) of the Internal Revenue Code;
  - d) Verification and documentation of State of California Franchise Tax Board tax exempt status under Section 23701d, of the California Revenue and Taxation Code;
  - e) Names and addresses of current Board of Directors of HTSV;
  - f) A copy of the adopted personnel policies and procedures including an Affirmative Action Plan if staff exceeds fifteen (15) employees; and,
  - g) An organizational chart and staffing profile.
- 2) Report in writing any changes in HTSV's Articles of Incorporation, Bylaws, tax exempt status and/or Board membership immediately to the City's Program Manager.
  - 3) Maintain no greater than forty nine percent (49%) of the Board of Directors as "interested persons" under this Agreement. For the purposes of this Agreement, "interested persons" means either:
    - a) Any person currently being compensated by the HTSV for services rendered to the HTSV within the previous twelve (12) months, whether those services were rendered as a full or part time employee, independent HTSV or otherwise, excluding any reasonable compensation to a director as a director; or,
    - b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.
  - 4) Abide by the Federal conflict of interest provisions in OMB Circular A-110 and 24 CFR 85.36. In all cases not governed by these documents, 24 CFR 92.356 shall apply. These rules apply to any person currently being compensated by the HTSV for services rendered to it within the previous twelve (12) months, whether as a full or part-time employee, officer, independent HTSV or otherwise. Any such persons who have exercised or exercise any decision-making functions or responsibilities with respect to City's administration of HOME or gain inside information with regard to that process, are prohibited from obtaining any financial interest or benefit for themselves or those with whom they have family or business ties during their tenure with HTSV and for one year thereafter.
  - 5) Include on the Board of Directors representation from the broadest possible cross section of the community, including: those with expertise and interest in HTSV's services, representatives from

community organizations interested in HTSV's services, and users of HTSV's services.

- 6) Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters.
- 7) Keep minutes, approved by the Board of Directors, of all regular and special meetings. (A copy of approved minutes shall be forwarded to the City's Program Manager along with semi-annual report described in Section B4).
- 8) Encourage public participation in planning and implementing services provided under this Agreement.
- 9) Comply with 24 CFR 84.44(b) and the City of Santa Clara Disadvantaged Business Enterprise Program, available from the City's Program Manager, regarding the use of minority and/or female owned businesses, vendors, suppliers, and corporations to the maximum extent feasible, for items funded under this Agreement.

B. Program Performance of HTSV: HTSV shall:

- 1) Submit to City performance criteria and schedule of activities describing measurable annual goals and objectives of the Program incorporated in this Agreement as Exhibit A.
- 2) Submit to the City, on the prescribed form, a line item operating budget of the Program to be incorporated in this Agreement as Exhibit B, titled "Budget", attached hereto and incorporated herein by this reference;
- 3) Obtain completed intake documents for each City of Santa Clara resident receiving services under this Agreement. Such forms shall be approved by the City and shall be made available for review during the monitoring process;
- 4) File semi-annual reports (on forms approved by City) with the City on the type and number of services rendered to beneficiaries through the operation of the Program. Such reports shall evaluate the manner in which the Program is achieving its objectives and goals according to standards established by City. The semi-annual reports shall be due within ten (10) business days after the end of each semi-annual period and shall cover the half year immediately preceding the date on which the report is filed;
- 5) Provide a completed Program evaluation survey from a representative sampling of beneficiaries served. The results of this survey shall be periodically reviewed and approved by the HTSV's Board of Directors. Format of survey documents shall be subject to the approval of the City's Program Manager. Forms shall be held at HTSV's administrative offices and shall be made available for review by City during the monitoring process;

- 6) Coordinate its services with existing organizations providing similar service in order to foster community cooperation and to avoid unnecessary duplication of services;
- 7) Seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources; and,
- 8) Include an acknowledgement of City support on all appropriate Program publicity and publications using words to the effect that services are funded by the City of Santa Clara. Any Program publicity acknowledging City funding that is produced during the Utilization Period shall be reviewed by City prior to any public release.

C. Fiscal Responsibilities of HTSV: HTSV shall:

- 1) Appoint and submit the name of a fiscal officer who shall be responsible for the financial and accounting activities of the HTSV, including the receipt and disbursement of HTSV funds;
- 2) Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by City;
- 3) Document all costs by maintaining complete and accurate records of all financial transactions, including, but not limited to, contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements, and/or other official documentation evidencing in proper detail the nature and propriety of all charges;
- 4) Perform an independent fiscal audit at least every year, in conformance with the generally accepted standard accounting principles. Such audits must identify the total funds received and disbursed and funds granted and expended relating to this Agreement, in a form sufficient to identify, track and correlate such funds. The costs for such audits shall be at HTSV's expense, unless otherwise provided for in this Agreement. Copies of the completed audits must be provided to the City;
- 5) Be liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other sources. HTSV shall be afforded the opportunity to respond to any adverse findings, which may lead to disallowed costs. The City shall make the final determination of disallowed costs, subject to provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and HOME regulations (24 CFR Part 92);
- 6) Submit within ten (10) business days of the end of each half year, or other time period approved by the City, a request for cost reimbursement with substantive documentation of actual expenditures and revenue for the preceding time period and cumulative for the Utilization Period to date;

- 7) Submit for approval by City any lease agreement either contemplated or in effect, which would be funded under this Agreement;
- 8) Certify insurability by executing Exhibit C, titled "Insurance Requirements", attached hereto and incorporated herein by this reference; and,
- 9) Submit for approval by City an indirect cost plan, if required.

D. Records, Reports and Audits of HTSV

- 1) HTSV shall comply with all applicable federal Uniform Administrative Requirements as delineated in 24 CFR 92.505.
- 2) Establishment and Maintenance of Records: HTSV shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and other Records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred, to perform this Agreement, and (b) all other matters covered by this Agreement.
- 3) Preservation of Records: HTSV shall preserve and make available its records:
  - a) Until the expiration of five (5) years from the date of the submission of the final expenditure report or, for grants that are renewed annually, from the date of the submission of the annual financial status report;
  - b) For such longer period, if any, as is required by applicable law; or
  - c) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- 4) Examination of Records and Facilities
  - a) At any time during normal business hours, and as often as may be deemed necessary, HTSV agrees that City, and/or any duly authorized representatives shall, until expiration of (a) five years after final payment under this Agreement, or (b) such longer period as may be prescribed, have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement, excepting those falling within the attorney-client privilege and those falling within the attorney work-product privilege, provided that in the event of a dispute regarding the applicability of the attorney work-product privilege to specific records, the Parties agree to submit the dispute to an impartial mediator agreeable to both Parties. Agreement regarding the mediator shall not be withheld unreasonably. Costs of such mediation shall be

divided equally between the Parties.

- b) HTSV agrees that the City, or any duly authorized representatives, have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to matters covered by this Agreement.
  - c) Any City written reports and/or findings of non-compliance by HTSV with this Agreement shall be reviewed by HTSV's Board of Directors.
- 5) City Audits: The City may require an independent audit. Such audits may cover Program compliance as well as fiscal matters. HTSV will be notified in advance that an audit will be conducted. HTSV will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the City.

E. Purchasing

- 1) Title to Personal Property: Title to any personal property used in the performance of the services and work specified in this Agreement shall be as follows:
  - a) Personal property donated shall become the property of HTSV or person specified by the donor; otherwise the same shall become property of City except for property and equipment described in subparagraph (b) hereof;
  - b) Personal property and equipment permanently affixed to buildings owned by HTSV shall become property of HTSV; and,
  - c) All other personal property, supplies and equipment purchased pursuant to this Agreement and not consumed shall become property of City.
- 2) Non-Expendable Property: Non-expendable property purchased by HTSV with funds provided by City, with a purchase price in excess of Five Thousand Dollars (\$5,000.00), must be approved in writing by City. City shall retain title to said property. If Program will be continued beyond termination of this Agreement, City, at its option, may return title to HTSV.
- 3) Purchase of Real Property: None of the funds provided under this Agreement shall be used for the purchase of real or non-expendable property, or for the purchase of an option on the purchase of real or non-expendable property, unless the City's Program Manager approves, in writing, such purchase or option to purchase prior to the time when HTSV enters into a contract for such purchase or option to purchase. Any such purchase or option shall be processed through the City's Housing and Community Services Division.
- 4) Procurement Procedure: All procurement under this Agreement shall be in accordance with

OMB Circular A-110, Attachment O, or successor regulations as amended.

F. Non-Religious Activity: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with HOME funds, pursuant to Title II of the Housing and Community Development Act of 1974, as amended, the HTSV agrees that, in connection with the housing services performed under this Agreement:

- 1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- 2) It will not discriminate against any person applying for such housing services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- 3) It will provide no inherently religious activities, such as worship, religious instruction, or religious proselytizing, as part of the programs or services funded under this Agreement and will only conduct such activities in a separate time or place;
- 4) It will exert no other religious influence in the provision of housing services and participation in religious activities by any beneficiaries of those services shall be voluntary; and,
- 5) The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the HTSV and in which the housing services are to be provided, provided that, minor repairs may be made if such repairs (1) are directly in a structure used exclusively for non-religious purposes, and (2) constitute in dollar terms only a minor portion of expenditure for the public services.

G. Compliance with Ethical Standards: As a condition precedent to entering into this Agreement, HTSV shall:

- 1) Read the attached Exhibit E, titled “Ethical Standards for Corporations Seeking to Enter into an Agreement With the City of Santa Clara, California”, attached hereto and incorporated herein by this reference; and,
- 2) Execute the affidavit attached as Exhibit F, titled “Affidavit of Compliance With Ethical Standards [City of Santa Clara]”, attached hereto and incorporated herein by this reference.

#### 4. **CONTRACT COMPLIANCE**

A. Monitoring and Evaluation of Services: HTSV shall timely furnish all client and service data, statements, records, information and reports necessary for Program Manager to monitor, review and evaluate the performance of HTSV with respect to the Program and its components. The results of

HTSV's performance will be recorded on a standard monitoring and evaluation form. City shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by City.

- B. Contract Noncompliance: With receipt by City of any information that indicates a failure or deficiency by HTSV to comply with any provision of this Agreement or provide unsatisfactory service, the Agency shall have the right to require corrective action to enforce compliance with such provision. Corrective action shall be taken if any of the following, as examples only, occur:
- 1) If HTSV (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to City in connection with the Program;
  - 2) If there is pending litigation with respect to the performance by HTSV of any of its duties or obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
  - 3) If HTSV shall have taken any action pertaining to the Program that requires City approval without having obtained such approval;
  - 4) If HTSV is in default under any provisions of this Agreement;
  - 5) If HTSV makes improper use of grant funds;
  - 6) If HTSV fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof; or,
  - 7) If HTSV submits to City any reports that are incorrect or incomplete in any material respect.
- C. Corrective Action: City shall have the right to require the presence of any of HTSV's officers at any meeting called for the purpose of considering corrective action within seven (7) business days of issuing such notice.

Following such meeting, the City shall forward to HTSV a set of corrective action recommendations relative to unsatisfactory Program performance and/or noncompliance, and a timetable for implementing the specified corrective action recommendations; such timetable shall allow HTSV not less than seven (7) business days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, HTSV shall forward to City, within the time specified by City, any documentary evidence required by City to verify that the corrective actions have been taken. In the event HTSV does not implement the corrective action recommendations in accordance with the corrective action timetable, City may suspend payments hereunder, disallow all or part of the cost of the activity or action in noncompliance, provide notice of intent to terminate this Agreement, withhold future awards, and/or take other remedies that may be legally available.

## 5. OBLIGATIONS OF CITY

- A. Monitoring for Compliance with Agreement: Consistent with the applicable sections of 24 CFR 92.504 and 24 CFR 84.51, the City will evaluate the Program based on compliance with the Agreement, semi-annual reports received from HTSV, and on-site monitoring of client and service based data.
- B. Method of Payment: City shall reimburse HTSV (See Section 3.C.6. hereinabove) for all allowable costs and expenses incurred in providing the Program during the Utilization Period, not to exceed the total sum of ONE HUNDRED FIFTY-TWO THOUSAND ONE-HUNDRED SIXTEEN DOLLARS (\$152,116) for the Utilization Period.

The City may, at any time and in its absolute discretion, elect to suspend or terminate payment to HTSV, in whole or in part, under this Agreement or not to make any particular payment under this Agreement in the event of unsatisfactory performance or noncompliance. Reimbursement shall be initiated quarterly, or other time period approved by the City, upon submission of invoices and appropriate documentation.

- C. Utilization of Funds: Funds shall be paid by City to HTSV only for eligible expenses incurred during the Utilization Period. The Utilization Period for this Agreement shall begin on May 20, 2015 and terminate on June 30, 2017.

## 6. PROGRAM FEES AND DEPOSIT REFUNDS

- A. All fees and deposit refunds that are collected for Program direct services during the Utilization Period shall be retained by the HTSV and shall be added to funds committed to Program by the City. These Program Fees and return of deposits shall be used to further Program activities. Spending of such fees and deposit refunds is subject to all applicable requirements governing use of HOME funds.
- B. Fees and deposit refunds collected that remain unspent at the end of the Utilization Period shall continue to be subject to the requirements of federal HOME regulations and this Agreement.
- C. Fees and deposit refunds received subsequent to the Utilization Period shall not be governed by federal HOME regulations or this Agreement.

## 7. REPROGRAMMING OF FUNDS

- A. Initiated by City: City may channel the amount of underspending, in the case of underspending in a cost category, into another cost category of the Program or, in the case of underspending in the

Program as a whole, to another project. City shall, before rechanneling, give HTSV ten (10) business days written notice of its intention to recycle funds, together with a copy of City's expenditure review for the Program and statement of its reasons for such recycling. City shall make its final determination with respect to recycling only after HTSV has been given an opportunity to present its views and recommendations with respect to such contemplated recycling. In no event, however, shall City be bound to accept HTSV's views or recommendations with respect to such contemplated recycling.

B. Initiated by HTSV: The City's Program Manager may, at the request of HTSV, approve rechanneling of funds from any cost category or categories to any other cost category or categories at any time provided that:

- 1) There is not an increase in the Total Budget amount specified in Exhibit B of this Agreement; and
- 2) No cost category is increased by more than ten (10) percent of the Total Budget amount specified in Exhibit B of this Agreement.

Notice to HTSV and an opportunity to present its views and recommendations must be accorded to HTSV as specified hereinabove for cost underspending. Approval by the City's Program Manager of such rechanneling of funds must be in writing.

## **8. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION**

To the extent allowed under law, City agrees to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services under the Program through subcontracts, unless otherwise required by law.

## **9. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS**

A. The relationship of HTSV to City is that of an independent contractor. HTSV has full rights to manage its employees subject to the requirements of the law. All persons employed by HTSV in connection with this Agreement shall be employees of HTSV and not employees of City in any respect. HTSV shall be responsible for all employee benefits, including, but not limited to, statutory worker's compensation benefits.

- B. None of the work or services to be performed hereunder shall be delegated or subcontracted to third Parties without prior written City approval.
- C. No subcontractor of HTSV will be recognized by City as such. All subcontractors are deemed to be employees of HTSV, and HTSV agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

## 10. COMPLIANCE WITH LAW

- A. Compliance: HTSV shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations, and decrees, including, but not limited to, those federal rules and regulations outlined in Exhibit D, titled "Assurances", attached hereto and incorporated herein by this reference.
- B. Assurances: Failure of HTSV, in any manner, to observe and adhere to law as described herein or as amended shall in no way relieve HTSV of its responsibility to adhere to same and HTSV herein acknowledges this responsibility. HTSV shall hold City, its City Council, officers, employees and boards and commissions harmless from HTSV's failure(s) to comply with any requirement imposed on HTSV by virtue of the utilization of City funds. HTSV shall reimburse City for any disallowed costs and/or penalties imposed on City because of HTSV's failure to comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees.

## 11. TERMS AND AMENDMENTS

Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the Parties hereto unless the amendments are made by HUD, in which case they will be adopted as ordered.

## 12. INTEGRATED DOCUMENT

This Agreement embodies the agreement between City and HTSV and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

## 13. HOLD HARMLESS

HTSV hereby releases and agrees to protect, defend, hold harmless, and indemnify City, its City Council, its officers, employees and elected officials, boards and commissions, and volunteers and agents from and against all claims, injury, liability, loss, cost and expense, or damage, however same may be caused, including all costs and reasonable attorney's fees, for any claim, injury, liability, loss, cost expense, or damage arising out of or in any way connected with this Agreement.

#### 14. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of HTSV, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City or HTSV with respect to such breach or default.

#### 15. TERMINATION

A. Termination for Cause: Unearned payments under this Agreement may be suspended or terminated at any time before the date of completion by City if:

- 1) HTSV fails to comply with existing conditions of the Agreement; or,
- 2) HTSV refuses to accept any additional conditions that may be imposed by City or the Federal government.
- 3) HTSV fails to implement required corrective actions in a timely and sufficient fashion.

B. Termination for Convenience: Consistent with the applicable sections of 24 CFR 92.504 and 24 CFR 85.44, City or HTSV may terminate or suspend this Agreement in whole or in part when both Parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds.

C. Upon Suspension or Termination HTSV Shall:

- 1) Not incur new obligations and shall cancel as many outstanding obligations as possible;
- 2) Be paid only for services actually rendered to City to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of HTSV, City shall be obligated to compensate HTSV only for that portion of HTSV's services which are of benefit to City;
- 3) Turn over to City immediately any and all copies of studies, reports and other data, prepared by

HTSV or its subcontractors, whether or not completed, if any, in connection with this Agreement; such materials shall become property of City. HTSV, however, shall not be liable for City's use of incomplete materials or for City's use of complete documents if used for other than the services contemplated by this Agreement; and,

4) Act in accordance with the Closing Out Procedure. (See Section 16.)

## 16. CLOSING OUT PROCEDURE

- A. HTSV is responsible for City's receipt of final billing by July 31, 2017 for the Utilization Period. After that date, City will accept no further billing for the Utilization Period. Any amount of the grant remaining unbilled after the applicable date may be reprogrammed by City without notice to HTSV.
- B. City is not liable for any HTSV expenses incurred after the Utilization Period of this Agreement.
- C. Closing Out does not impair the City's right to subsequently require repayment by HTSV for disallowed costs or other adjustments, or any other City costs and expenses related to this Agreement or the enforcement thereof.

## 17. MISCELLANEOUS PROVISIONS

- A. The Captions: The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.
- B. No Third Party Beneficiary: This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
- C. 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.
- D. No Pledging of City's Credit: Under no circumstances shall HTSV have the authority or power to pledge the credit of City or incur any obligation in the name of City. HTSV shall save and hold harmless City, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.
- E. Venue: In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

F. HTSV Financial Disclosure Requirements: HTSV services to be rendered under the provisions of this Agreement are excluded from the requirement of filing a Financial Disclosure Statement by Title 2, California Code of Regulations, Section 18701(a)(2).

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The Parties to this Agreement hereby indicate their acknowledgement and acceptance of the terms and conditions stated herein 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 first day of the Utilization Period set forth above.

**CITY OF SANTA CLARA**  
**a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“City”

**HOUSING TRUST SILICON VALLEY**  
**a non-profit California corporation**

By: \_\_\_\_\_



Name: Kevin Zwick

Title: Chief Executive Officer

Local Address:  
95 S. Market Street, Suite 610  
San Jose, CA 95113  
Telephone: (408) 436-3450  
FAX: (408) 436-3454

“HTSV”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by HTSV under this Agreement are more fully described in HTSV's proposal entitled, "Exhibit A Scope of Services" dated May \_\_\_\_, 2015, which is attached to this Exhibit A and incorporated herein by this reference.

## EXHIBIT A

May \_\_\_\_, 2015

### SCOPE OF SERVICES

#### 1.0 General Project Description:

The Housing Trust Silicon Valley (HTSV), through its Finally Home Program, shall use the \$138,000 granted HOME funds to operate the City of Santa Clara's HOME Tenant Based Rental Assistance Security Deposit Program (TBRA-SD) in accordance with the provisions of the grant agreement between the City and U.S. Department of Housing and Urban Development (HUD) and all rules and regulations of the HOME Investment Partnership Program (24 CFR Part 92).

HTSV established the Finally Home Program, a security deposit assistance program designed to fill the gap in securing stable housing. Finally Home is available to individuals and families working with an approved community partner. An assessment is completed to determine the family's current economic and housing situation. After the assessment, trained case managers assist the family to develop a self-sufficiency plan and help connect clients to appropriate human services and housing assistance programs, if needed.

In 2012, HTSV led the effort in creating a Deposit Assistance Collaborative to provide critical funds to individuals and families moving off the streets or out of shelters, and into permanent housing. The Deposit Assistance Collaborative consists of the HTSV, Housing Industry Foundation, and the County of Santa Clara Season of Sharing. The goal of the collaborative is to coordinate existing resources, and raise new funds to provide security deposit assistance for families and individuals.

HTSV recognizes the need to open the Finally Home program to all homeless individuals and families, not only those registered with Housing 1000, and entered into Memorandums of Understanding with local community partners throughout the county and who work closely with homeless families or those at-risk of homelessness.

The Finally Home program will broaden its reach of services through community partner agencies that are not part of the Emergency Assistance Network, and/or whose clients might not be eligible for EAN funding.

#### Program Goals:

HTSV, under its Finally Home Program proposes to assist approximately 50-55 individuals or families in the City of Santa Clara moving from homelessness or at risk of homelessness to permanent housing, with an

average security deposit of \$2,500 and an average initial utility assistance of \$500. Total budget is \$152,116, which includes HOME grant commitment of \$138,000 for TBRA-SD and \$14,116 from the City Affordable Housing Fund for program administration.

Review and Process:

The Finally Home Program's primary role is to process HOME security deposit assistance for the program's clients pursuant to the TBRA HOME guidelines. The Finally Home Program shall receive referrals from the client's case manager (qualified and trained employees of the local community partners) for funding consideration. The applicant will have been pre-screened by the case manager; and HTSV staff shall review the application for completeness and accuracy in order to determine eligibility into the program and eligibility requirements pursuant to TBRA guidelines of the federal HOME Program. The steps of administering the Finally Home Program shall include, but are not limited to:

A. Initial Screening of Applicants:

1. Household Eligibility – confirm homelessness has been verified by the supportive service agencies;

B. Program Eligibility

1. Confirm applicants are income eligible via a review of source documents evidencing annual income. "Annual Income" is defined at 24 CFR 5.609 (aka Section 8/Part 5);
2. 90% of families assisted must be at or below 60% of the area median income, adjusted by family size/occupancy standards;
3. Verify client's income eligibility prior to providing assistance;
4. Confirm applicant is able to sustain permanent housing via a budget review.

2.0 Security Deposit Calculation and Inspections:

A. Security Deposit Calculation. HTSV shall:

1. Determine the security deposit amount by reviewing a signed lease agreement or intent to lease;
2. If eligible, approve a maximum security deposit that is equivalent to two month's rent for the unit;
3. Only accept applications from the tenant and not the landlord;
4. Verify that the lease does not contain certain prohibited lease provisions, including:
  - i. Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - ii. Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the

- parties (this does not apply to personal property left by the tenant after move-out);
- iii. Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
  - iv. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
  - v. Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
  - vi. Agreement by the tenant to waive a trial by jury;
  - vii. Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
  - viii. Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.
5. Review lease agreement and confirm that the initial lease agreement is in effect for one year;
  6. Develop a Lease Addendum that covers the items prohibited as stated in 2.0 A.4 above.
  7. Attach the Lease Addendum, reviewed and signed by both tenant and landlord, to the Lease.
- B. Housing Quality Standards. HTSV shall:
1. Apply Section 8 Housing Quality Standards;
  2. Inspect each housing unit prior to occupancy to verify compliance with HQS and occupancy standards. Inspections will be made only at the initial move-in under the security deposit program;
  3. Follow local occupancy standards as determined by the City of Santa Clara;
  4. Provide an EPA/HUD combination lead based paint Fact Sheet (form EPA-747-F-96-002)

### 3.0 Monitoring, Evaluation and Reporting Requirements:

#### A. Reimbursement Requests.

HTSV shall submit all reimbursement requests for deposits and utility cost to the City of Santa Clara along with supporting documentation in a timely manner, but no more than one billing per calendar month.

#### B. Record Retention Requirements.

HTSV shall keep all case file records for five (5) years The date of the submission of the final expenditure report.

#### C. Reporting Requirements.

HTSV shall submit the following reports on a semi-annual basis and/or upon request by the City of Santa Clara.

1. Report on new client demographics and income;

2. Narrative on the programs successes and challenges, issues with tenants, landlords and/or case managers, and the number of inspections completed.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT B**

**BUDGET**

In no event shall the amount billed to City by HTSV for services under this Agreement exceed the indicated dollar amounts per line item in the following Budget, subject to City funding appropriations.

| Fiscal Year                        | 2014-2015       | 2015-2016       | 2016-2017       | Total            |
|------------------------------------|-----------------|-----------------|-----------------|------------------|
| # Households                       | 6               | 20              | 20              | 46               |
| Security Deposits<br>(\$2500 Avg.) | \$15,000        | \$50,000        | \$50,000        | \$115,000        |
| Utility Assistance<br>(\$500 Avg.) | \$3,000         | \$10,000        | \$10,000        | \$23,000         |
| Administration                     | \$1,800         | \$6,158         | \$6,158         | \$14,116         |
| <b>Total</b>                       | <b>\$19,800</b> | <b>\$66,158</b> | <b>\$66,158</b> | <b>\$152,116</b> |

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting the HTSV's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the HTSV shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of HTSV; 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 HTSV to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, HTSV and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of HTSV 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 HTSV or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of HTSV'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 HTSV 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 HTSV's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

HTSV and City agree as follows:

1. HTSV 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 HTSV, provide the same minimum insurance coverage required of HTSV, except as with respect to limits. HTSV 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. HTSV agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.



shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

## Exhibit D

### ASSURANCES

#### **HOUSING TRUST SILICON VALLEY** **Tenant Based Rental Assistance - Security Deposit**

The Recipient of HOME funds, HTSV, hereby assures and certifies compliance with all regulations, policies, guidelines and requirements (including, but not limited to, federal OMB Circulars No. A-87, A-102, A-110, and A-122), as they relate to the acceptance and use of Federal CDBG funds by private, non-profit organizations. Also the HTSV assures and certifies to the City that:

1. It possesses legal authority to make a grant submission and to execute a community public service program;
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of HTSV to act in connection with the submission of the final application and to provide such additional information as may be required;
3. The grant will be conducted and administered in compliance with:
  - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d *et seq.*), as amended, and implementing regulations issued at 24 CFR Part 1; and
  - b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 *et seq.*), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063; and
  - c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 *et seq.*), as amended; and
  - d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and
  - e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701); and
  - f. The Age Discrimination Act of 1975 (Public Law 94-135; 42 U.S.C. 6101), as amended.
  - g. Presidential Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency”); and
  - h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.

4. It will affirmatively further fair housing.
5. It will apply the Uniform Accessibility Standards, at 24 CFR Part 40, Appendix A, as they relate to substantial rehabilitation or conversion.
6. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846, and implementing regulations at 24 CFR Part 35).

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT E**

**ETHICAL STANDARDS FOR HTSV SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If HTSV does any of the following:
    - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with HTSV can be imputed to HTSV when the conduct occurred in connection with the individual's performance of duties for or on behalf of HTSV, with HTSV's knowledge, approval or acquiescence, HTSV's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that HTSV no longer has the financial capability or business experience to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that HTSV fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, HTSV's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective subcontractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, HTSV may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. HTSV will have the burden of proof on the appeal. HTSV shall have the opportunity to present evidence, both oral and documentary, and argument.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT F**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit E. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "HTSV" contained in Ethical Standards at footnote 1. Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said HTSV [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**HOUSING TRUST SILICON VALLEY**  
a non-profit California corporation

By:   
\_\_\_\_\_  
Signature of Authorized Person or Representative

Name: Kevin Zwick

Title: CEO

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Clara )

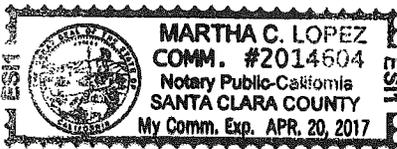
On April 30, 2015 before me, Martha C. Lopez  
Date Here Insert Name and Title of the Officer

personally appeared Kevin Zwick  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Martha C. Lopez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Public Service Grant Agree. Document Date: \_\_\_\_\_  
Number of Pages: 16 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kevin Zwick  
 Corporate Officer — Title(s): CEO  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B.9



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works / City Engineer

**Subject:** Agreement for the Professional Services with Iteris, Inc. for City of Santa Clara Traffic Management Center Project

## EXECUTIVE SUMMARY:

The Traffic Engineering Division currently staffs and operates a Traffic Management Center (TMC) from a small room in the West Wing within City Hall near the Traffic Engineering Division offices that was created in the 1980's. The TMC allows staff to remotely adjust the timing parameters and confirm operations of the City's traffic signals. By today's technology standards, the TMC contains outdated equipment, inability to real-time monitor and control traffic signals, operate traffic monitoring cameras, and model traffic signal operations based on current conditions. An updated Traffic Management Center will include state of the art computer equipment and software needed to operate traffic signals, video detection and traffic monitoring cameras, emergency vehicle and transit priority equipment, allow staff to coordinate traffic signals between the City and various other agencies, and adjust operations in real-time in reaction to planned or unplanned events, construction activities, and incidents to minimize delays to the public. This updated TMC will still be located within the City Hall campus, in the old Court House building, repurposing an area by the Engineering Auxiliary Conference Room near Public Works Field Services staff offices.

As part of the process to help the City provide the quick, through, and cost effective services, staff had previously issued a Request for Qualifications to numerous consulting firms in the Bay Area, and shortlisted five firms to be on-call to staff. For the Traffic Management Center project, staff requested that these firms provide a proposal with up to two options, a typical design/bid/build process or an alternative design/build process. This was done to determine if time and cost savings could be realized with the design/build process.

Iteris, Inc. submitted the most comprehensive and responsive proposal. Staff recommends Iteris, Inc. (Consultant) to design and build the TMC due to their complete, thorough expertise in TMC design and construction, in addition to their commitment to completing the project by August 2015, prior to the start of the 2015/16 NFL football season. Their proposal shows that the TMC can be completed under budget. The consultant will design, procure and construct the technological portion of the Traffic Management Center and City staff will be responsible for any necessary demolition and cubicle reconfigurations.

This project is included as part of the project list reviewed and approved by City Council annually for funding and implementation through the City's Traffic Mitigation Fee program.

A copy of the Agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Approval of this Agreement will allow for the following:

- 1) Allow the Consultant to design and build the TMC
- 2) Training of staff to fully operate the TMC
- 3) Allow the new TMC to be operational by the August 2015

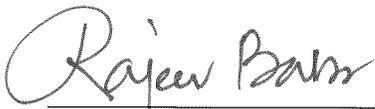
**ECONOMIC/FISCAL IMPACT:**

The proposed Agreement is for an amount not to exceed \$187,000. This includes \$178,274 for basic services and a not to exceed amount of \$8,726 for additional services. Funding for the Project was partially provided by the Traffic Mitigation Fund Traffic Management Center Construction- Phase C, 525-4443-80100-2673 (TMC CIP) in the amount of \$50,000. An additional \$250,000 is included for the TMC CIP in the proposed 2015-16 CIP budget. Staff is requesting approval of the Agreement at this time to complete this Project. Since the funding source for the Project comes from the Traffic Mitigation fees collected, there is no impact to the General Fund.

**RECOMMENDATION:**

That the Council:

- 1) Approve and authorize the City Manager to execute the Agreement for the Professional Services with Iteris, Inc for the City of Santa Clara Traffic Management Center in an amount not to exceed a total of \$187,000;
- 2) Authorize the City Manager to make minor, non-substantive modifications, if necessary



\_\_\_\_\_  
Rajeev Batra  
Director of Public Works / City Engineer

Certified as to Availability of Funds:    *LF*  
525-4443-80100-2673                      \$50,000.00

Approved as to Budget Form:            *LF*  
525-4443-80XXX-2673                      \$137,000.00



\_\_\_\_\_  
Gary Ameling  
Director of Finance  
Assistant City Manager

APPROVED:



\_\_\_\_\_  
Julio J. Fuentes  
City Manager

*Documents Related to this Report:*  
1) *Agreement*

**MAJORITY VOTE OF COUNCIL**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
ITERIS, INC.  
FOR  
CITY OF SANTA CLARA TRAFFIC MANAGEMENT CENTER**

**PREAMBLE**

This agreement for the performance of services (“Agreement”) is by and between Iteris, Inc., a Delaware Corporation, with its principal place of business located at 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “SCOPE OF SERVICES”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled “Proposal for Producing PS&E for a Design-Bid-Build (DBB) Project to Design a Traffic Management Center (TMC)”, dated March 6, 2015, and updated/revised on April 7, 2015 (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement. The City has selected specific services from the Proposal for Contractor to perform, and these specific services, as modified by the City, are set forth in Exhibit A, SCOPE OF SERVICES.

**2. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31<sup>st</sup> 2017.

**3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.**

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a 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 professional responsible for their preparation.

**4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

**5. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

**6. WARRANTY.**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or

omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**7. PERFORMANCE OF SERVICES.**

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

**8. BUSINESS TAX LICENSE REQUIRED**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

**9. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

**10. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the lump sum amounts for basic services and rate per hour for labor for additional services as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. Invoices submitted shall include, but not be limited to, description of work/task performed, percentage of completion for each task, amount for current invoice, previous invoiced amount, invoiced-to-date amount,

contract amount, and remaining contract amount (or in format acceptable by the City), and all supporting documentation for amount requested for payments. City will pay Contractor within thirty (30) days of City's receipt of invoice and all supporting documentation.

**11. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

**12. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

**13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

**14. NO THIRD PARTY BENEFICIARY.**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**15. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**16. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**17. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**18. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. OWNERSHIP OF MATERIAL.**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**21. CORRECTION OF SERVICES.**

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

**22. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

**23. HOLD HARMLESS/INDEMNIFICATION.**

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

**24. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

**25. AMENDMENTS.**

This Agreement may be amended only with the written consent of both Parties.

**26. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

**27. SEVERABILITY CLAUSE.**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**28. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**29. NOTICES.**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Public Works Department  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at 1-408-985-7936

and to Contractor addressed as follows:

Name: Iteris, Inc.  
Attention: Ramin Massoumi  
Address: 1700 Carnegie Avenue, Suite 100  
Santa Ana, CA 92705-5551  
or by facsimile at 1-949-270-9401

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**30. CAPTIONS.**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**31. LAW GOVERNING CONTRACT AND VENUE.**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**32. DISPUTE RESOLUTION.**

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

**33. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

**34. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

**35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

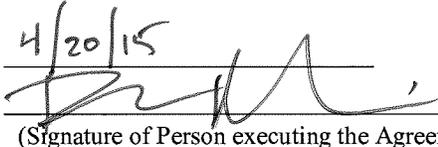
ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: 1-408-615-2210  
Fax: 1-408-241-6771

“CITY”

**ITERIS, INC.,**  
a Delaware Corporation

Dated: 4/20/15  
By:   
(Signature of Person executing the Agreement on behalf of Contractor)  
Name: Ramin Massoumi  
Title: Vice President  
Local Address: 1700 Carnegie Avenue, Suite 100  
Santa Ana, CA 92705-5551  
Email Address: rmm@iteris.com  
Telephone: 1-949-270-9527  
Fax: 1-949-270-9401

“CONTRACTOR”

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
ITERIS, INC.  
FOR  
CITY OF SANTA CLARA TRAFFIC MANAGEMENT CENTER  
  
EXHIBIT A  
  
SCOPE OF SERVICES**

The Basic Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor’s proposal entitled, “Updated Cost Estimates and Scope as related to our Proposal for Producing PS&E for a Design-Bid-Build (DBB) Project to Design a Traffic Management Center (TMC)”, dated April 7, 2015, which is attached to this Exhibit A.

In addition, Contractor shall:

- 1) Attend up to four coordinating meetings at City Hall: two with Building Maintenance Division’s contractor for cubicle/floor plan layout and two with IT Department for A/V equipment hookup and network connections.
- 2) Submit Plans in D-size Sheet (24” X36”)
- 3) Submit AutoCAD (Version 2014 or earlier) files of final Plans

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April 7, 2015

Mr. Fred Laigo  
Traffic Engineering Division  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**Re: Updated Cost Estimates and Scope as related to our Proposal for Producing PS&E for a Design-Bid-Build (DBB) Project to Design a Traffic Management Center (TMC)**

P15-0263.15

Dear Mr. Laigo:

Based upon discussions held at our follow-on meeting between Iteris Inc. staff and City of Santa Clara staff on March 26, 2015 and April 7, 2015, Iteris, Inc. (Iteris) is pleased to submit this revised fee proposal for producing PS&E for a Design-Bid-Build (DBB) Project to design a Traffic Management Center (TMC) for the City of Santa Clara. This letter provides updates to our scope of work and updated Iteris fees for the project.

As a follow-up to the meeting discussions, below please note some of the major meeting minutes from those meetings. This identifies the additional scope requested and our follow-up to those requests:

Requested Scope of Work Changes:

1. City will issue a Service Contract rather than a Professional Service Contract to Iteris Inc. **Iteris agrees with this approach.**
2. The available width for video wall will be approximately 12' therefore given this available width, City wants a 3 wide by 2 tall array of 55" monitors as the preferred configuration. A 3x2 55" configuration will measure approximately 12' W x 4.5'H. **Iteris will provide this new 3x2 55" wall configuration employing the proposed PLANAR video wall system solution previously identified in our original proposal.**
3. City would like to exercise the option for the additional VCS Video Wall Image Controller equipment to be provided. **Iteris will provide the VCS employing the proposed PLANAR VCS system solution previously identified in our original proposal.**
4. City plans on using ½ height cubicle walls (38" high) around TMC area to create an open feel to the space and not block view of video wall.
5. City prefers to have a cabinet under the video wall to house all electronic equipment. City prefers that this cabinet run the entire width between the cubicle walls of Benison and Fred. City would like to use this cabinet as additional storage space. **Iteris has reviewed the cubicle design provided by City staff and has determined that a full length cabinet will not fit due to ADA Compliance Requirements and space limitations. Iteris will provide a roll away electronic equipment cabinet that will fit under the console table just under the video wall. In this manner the video wall equipment and all connections may be hidden under the table top and cable may be routed in a manner that is not visible. Refer to Attachment 1 for Conceptual design of new TMC space.**

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6. City prefers to have a table with seating all around, two stations are permanent, all others as needed only. Workstation monitors should retract into table so that table can function as meeting space or working space to lay out plans. Table would house 2 workstations plus a dedicated third workstation just for Genetech VMS. Iteris has reviewed the cubicle design provided by City staff and has determined that a 7'x6' table works best due to ADA Compliance Requirements. Iteris will provide a custom made Console/Conference table that allows for seating up to 6 seats. Normal configuration is two monitor seats, it is possible to fit up to six seats. Two of the seat locations will be workstation PCs seating with flipIT monitor kits. Both ADA compliant. These two stations will be used for TMC operations with a single 22" wide max size monitor. The four other seats are provisioned as conference seating for conference table use. Up to four additional stations possible. Two workstation PCs will be mounted under the table as well as a pull-out wireless keyboard and mouse tray. We will design around tower sized PCs – to be provided by City. Iteris will provide City IT staff with recommended specifications for console PC workstations. The Console/Conference table will be similar to Piatto Series as provided by SMARTdesks.com or approved equal – refer to <http://www.smartdesks.com/conference-tables-piatto.asp>. Refer to Attachment 1 for Conceptual design of new TMC space.
7. City wants to add audio equipment to Iteris' scope to furnish and install. Audio equipment to include an amplifier and wall mount speakers. . Iteris will provide and install the AV equipment as part of Iteris' additional scope. Due to the physical size limitations of the TMC area and cable routing requirements, Iteris proposes a POLK Audio MagniFi Soundbar System with 7" Wireless Active Subwoofer for the speaker sound system. The soundbar will be mounted just under the video wall monitors and above half height cubicle walls under the video wall monitors. A Yamaha 200W 2.0 Channel Stereo Receiver will be provided for AM/FM radio tuning, CATV signal audio, switching and amplification.
8. Iteris will need to provide power requirement and equipment loading to City as part of A&E plans. Iteris will provide a 2200VA Rack mount 120VAC Smart UPS system for APC, model # SURTA2200RMXL2. This system will provide power and power filtering to all video wall equipment and also provide 8 minutes min of battery life for graceful shutdown of the system in case of power failure. This system will require a 20A circuit dedicated to this system centered at bottom of cubical wall.
9. City has a separate contractor performing cubicle layout and installation. The City and contractor are looking to perform this work in May/June time frame. Iteris will meet with the City and the cubicle contractor at a project kick-off meeting (tentatively proposed for week of 04/27/15). Iteris has also agreed to meet on 04/07/15 with cubicle designer to assist with initial design.
10. Iteris will need to coordinate with City's IT, cubicle designer, and building maintenance. City staff will coordinate meeting(s) with these folks. Iteris will meet with the City and the cubicle contractor at a project kick-off meeting (tentatively proposed for week of 04/27/15).
11. In addition to above noted additional scope services, Iteris scope will include Tasks 1, 2, 4, and 5 of the original proposal. City does not need Task 3 to be performed by Iteris.
12. Iteris additional scope is to include furnish and install the following additional elements: audio equipment, equipment storage cabinet, and conference/console table.
13. City needs to take Iteris' contract to Council for award. Scheduled for 4/21 Council meeting date.

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14. Schedule is to complete all work in the new space in August 2015 so Traffic staff can relocate. City construction activities are on Critical Path for this schedule. A final schedule will be provided upon contract execution by City. The end of August date is still workable. Iteris' new design will reduce required construction activities. Building modifications are now reduced to removal of existing meeting room walls, repair of existing walls, ceiling tile system, and lighting. No HVAC work is anticipated. Some Electrical will be required including addition of 20A circuit for TMC area.

As requested, we have updated the Scope of Work statement from our proposal to include the above noted additions. Please refer to Attachment 3 for the Final Scope of Work. Iteris is pleased to provide the City of Santa Clara with this revised Fee Proposal, to include additional equipment/work requested, and the new configuration for the video wall and floor plans. Iteris proposes a Fixed Price Contract fee of \$178,274 for the scope of work as defined above and formalized in Attachment 3. Iteris will invoice all labor tasks on a monthly % complete basis for Tasks 1, 2, 3.2, and 4. For Task 3.1 all equipment will be invoiced upon completion of installation and integration. The schedule below is proposed:

|                 |  |            |
|-----------------|--|------------|
| Task 1          | Project Management                             | \$ 4,488   |
| Task 2          | TMC Design and PS&E                            | \$ 38,236  |
| Task 3          | Task 3.1 System Equipment Procurement          | \$ 97,732  |
|                 | Task 3.2 TMC System Deployment and Integration | \$ 31,460  |
| Task 4          | TMC Training and Testing                       | \$ 6,358   |
| Total Project = |  | \$ 178,274 |

Please note, standard manufacturer's warranty applies for all equipment. This includes 3 years on parts for PLANAR (6) Monitors and (2) Quad Processors. The (1) PLANAR VCS, (1) Dell Display PC, and (1) POLK/Yamaha audio equipment are provided 2 years on parts as per manufacturer's warranty.

Thank you very much for the opportunity to submit this proposal. Iteris and the project team looks forward to the opportunity of working with the City of Santa Clara on this very exciting project. Please feel free to contact me at (949) 270-9527 or rmm@iteris.com, or the designated Project Manager, Mr. Gener at (208) 345-4630 or glg@iteris.com, should you have any questions.

Sincerely,

Iteris, Inc.

Ramin Massoumi, PE  
 Vice President  
 Transportation Systems

Attachments:

1. Attachment 1 - Conceptual Design of new TMC space – Partial Floor Plan
2. Attachment 2 – Conceptual Design of new TMC space – Partial Elevation Plan
3. Attachment 3 – Updated System Diagram
4. Attachment 4 – Final Scope of Work

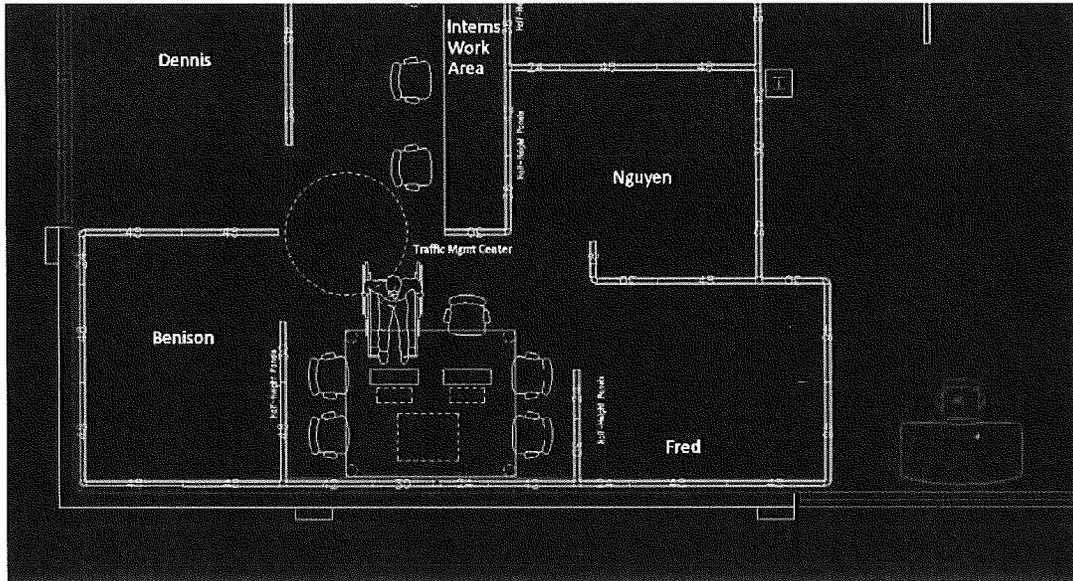
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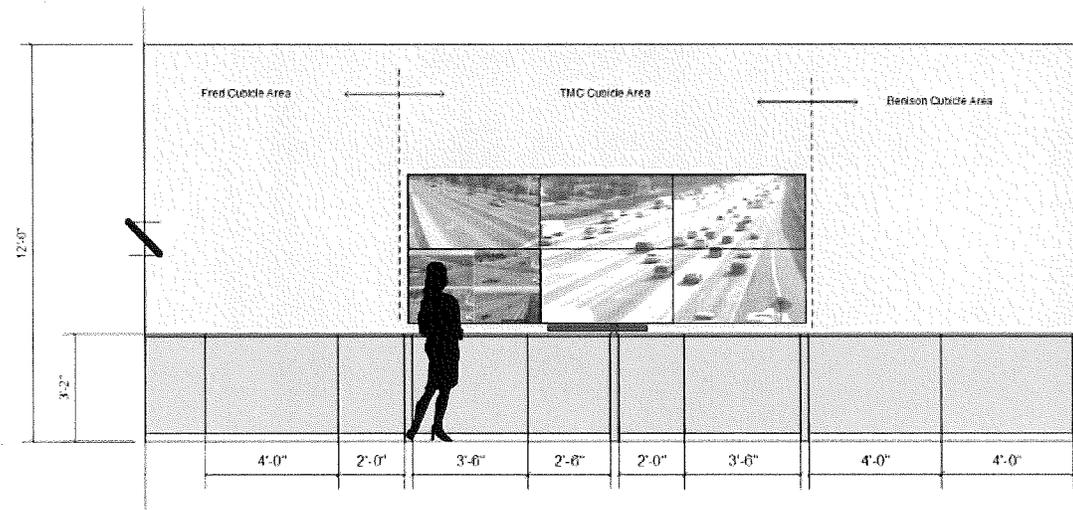
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**Attachment 1 - Conceptual Design of new TMC space – Partial Floor Plan**



**Attachment 2 – Conceptual Design of new TMC space – Partial Elevation**

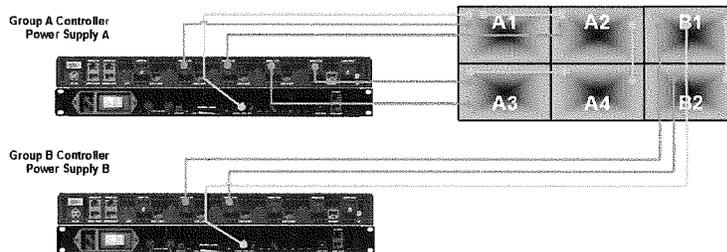
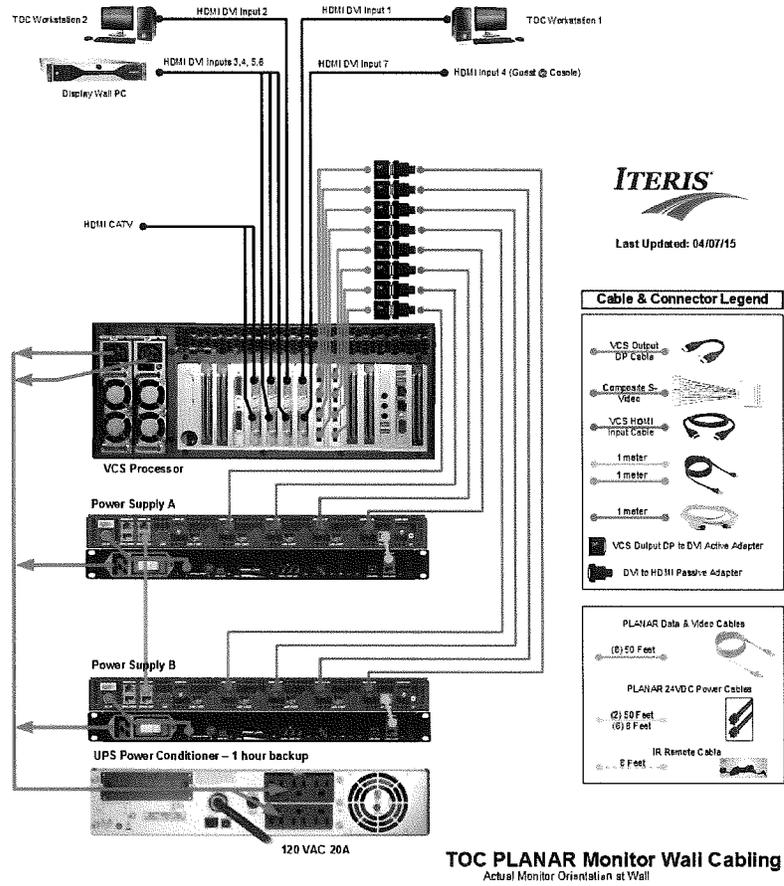


**Plan**

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### Attachment 3 – Santa Clara TOC Preliminary System Diagram

### Santa Clara TMC 3x2 PLANAR Rack I/O and Monitor Cabling



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## Attachment 4 – Final Scope of Work

For the benefit of Final Review by City Staff, additional requested work and equipment updates since original proposal submittal has been identified in **BOLD TEXT**. Task 3 has been removed and Task 4 re-identified as Task 3, as is Task 5 re-identified as Task 4.

### SCOPE OF WORK

Iteris has organized the work scope into the tasks noted below.

- Task 1 – Project Management
- Task 2 – TMC Design and Plans, Specifications, and Estimates (PS&E)
- Task 3 – TMC Equipment Procurement, Deployment and Integration



#### Task 1. Project Management

The primary responsibility for Project Management is to bring together the skills and techniques required to successfully complete the project to the client's satisfaction maintaining the constraints of the budget and schedule. The Project Manager is responsible for ensuring that the team understands the goals and objectives of the project and the plan to achieve them. It is also the responsibility of the Project Manager to ensure that each team member shares the project goals and understand how the project results are tied to the project goals.

This project requires a Project Manager with a Technical background and experience in TMC design and deployment. Mr. George Gener will serve as the Project Manager and Technical Lead for this project. Mr. Gener will ensure an efficient and coordinated project development process, delivery of a high quality product, and deployment of the project components within budget and on schedule. This will be achieved by initial planning at the onset of the project, followed by project execution while closely monitoring the progress of each task on a weekly basis, and making necessary corrective actions should issues arise. As a local resource, Iteris also proposes Mr. David Huynh as Deputy Project Manager for the project. Mr. Huynh will provide project support to Mr. Gener and the City of Santa Clara as needed.

Mr. Ramin Massoumi, PE, Senior Advisor, will be responsible for the overall Quality Control/Quality Assurance (QC/QA) aspect of this project. Within this role, he will develop an internal QC/QA team to review the products prior to delivery to the City for review and approval.

#### *Deliverables:*

- Project Meeting Minutes, including any updates as necessary
- Monthly Project Reporting





## Task 2. TMC Design and PS&E

### Task 2.1. TMC System Design & TMC Layout Spatial Considerations

The focus of this task is to finalize the System Design for the TMC systems and consider alternatives for the TMC layouts and spatial considerations. This is done with the goal to fully achieve Santa Clara City staff (and other stakeholders) objectives for the TMC - under existing and planned operations scenarios. A design charrette, including Santa Clara City staff, other involved stakeholders, and the Iteris Team will be conducted to develop a conceptual plan that incorporates all of the system features necessary for a state-of-the-art TMC. The Iteris Team will bring their depth of knowledge from previous TMC projects and incorporate Santa Clara City staff ideas and concerns. All alternatives and issues presented during the design charrette will be discussed, evaluated and resolved.

Alternative TMC layouts and spatial planning activities will consider the following elements at a minimum:

- Control room area (including the number of workstations, traffic surveillance/monitoring equipment and software, video wall requirements)
- Communications/server/equipment room or area
- Engineering support and Equipment testing area
- Traffic maintenance/operations needs
- Technician work area
- Meeting and viewing rooms (multi-purpose tables)
- Media relations and communications for radio and TV station support
- Emergency facilities
- General circulation and office area and cubicle design
- Reception area and Storage needs
- Access/Security considerations
- **Design of Custom Conference/Console table and supporting furniture**

This task will include development of up to three (3) conceptual spatial designs based on desired TMC functionality and final decisions made relating to space needs, budget and availability of office space for expansion and TMC deployment purposes. A final recommended TMC design layout, to be used during final PS&E design, will be developed and agreed based on review and evaluation of concept plans.

#### *Task 2.1 Deliverables:*

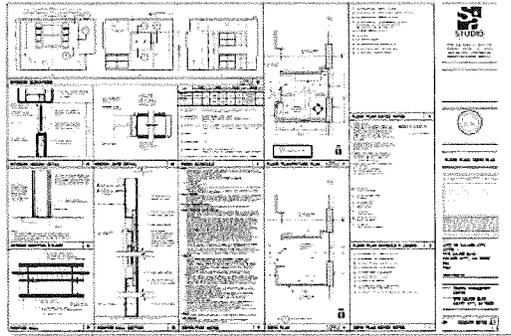
- Up to three (3) TMC Spatial Design Alternatives with supporting information (cost range, advantages, disadvantages)
- Detailed TMC Systems Design to include equipment specifications and data sheets
- Final Decision for TMC Design Layout so that PS&E can begin

### Task 2.2. Architectural, Electrical, HVAC and Final TMC Equipment Design

This task will include final design of TMC elements including architectural modifications, electrical/power needs, mechanical/HVAC elements and TMC equipment, electronics, and communications elements. The Iteris Team includes the services of a professional architect, The Studio Group, Inc., to develop architectural plans for the TMC, as required, for anticipated Tenant Improvements.



From an architectural standpoint, a primary consideration will be efficient work flow and convenience of the TMC staff during the normal work day, as well as convenient accommodation of visitors and guests to the TMC. Structural integrity of the building space will be maintained based on any suggested construction or relocation of any load-bearing walls/columns (not anticipated). The materials chosen for the surfaces will need to be durable, long lasting, timeless and attractive to enhance the overall TMC experience for workers, as well as possible guests, or group visits and allow the TMC to exhibit a state-of-the-art presence now and into the future. Access security, raised flooring, situational lighting, proper acoustics and sound dampening, fire suppression, "black-out" of non-opaque viewing areas and other desired features selected through discussions with Santa Clara City staff are to be considered in the design.



Electrical design is a key design element for consideration, both in terms of functional and reliable day-to-day operations and during the event of a main power supply failure when UPS and generator power is required. Lighting will be a major design consideration to allow for proper viewing of computer monitors and video displays within the room without glare. Cable management is also a key design and aesthetic feature that will be addressed during the design process. HVAC design will maintain comfort in the space while maintaining satisfactory temperatures for the operation of the computers, servers and communications equipment. While plumbing and other mechanical building elements are not expected to be major design elements, the Iteris Team is experienced and prepared in dealing with any of these design issues that may be required.

The Iteris Team also offers unparalleled expertise in the area of TMC equipment, electronics and communications design and deployment. The Iteris Team will collaboratively define a design, based on discussion with Santa Clara City staff, all equipment and electronics needs including computers, monitors, video displays, servers, routers, switches, equipment racks, encoders/decoders, communications and other equipment/software required to properly run and control elements of the TMC. A Detailed TMC System Diagram will also be developed identifying and documenting all TMC systems elements that are housed and used in the TMC. The diagram(s) will identify individual TMC subsystems, their respective communications requirements and connections to City networks and ITS servers, cabling and any rack storage requirements.

The Iteris Team has an excellent understanding of the major software systems currently employed in TMCs and by Santa Clara City staff including NAZTEC Trafficware and Genetec Video Management system software. Iteris also understand the desire of Santa Clara City staff to incorporate innovation and state-of-the-art equipment into the TMC whenever possible. The experience of the Iteris Team will allow the Santa Clara City TMC to make the best possible use of existing equipment, while incorporating new technology into the center, based on the available project budget.

The Iteris Team is well-versed in the latest techniques and principles in sustainability and conservation and will apply these principles throughout the TMC design process.



*Task 2.2 Deliverables:*

- Detailed TMC Systems Design Diagrams, Equipment Lists, and Estimates
- Detailed Architectural, Electrical and HVAC Design

**Task 2.3.** Preparation of Tenant Improvement (TI) Detailed PS&E

PS&E, construction permit submittals and other construction bid documents will be prepared to support the TMC Tenant Improvement (TI) construction requirements based on the specific design components outlined in previous tasks. The PS&E package, and other related design and construction documents, will be prepared in accordance with City of Santa Clara requirements as well as national standards and industry best practice related to ITS and TMC design.

Preliminary plans, including a preliminary plan review meetings at 30%, 70%, and final 100% plans, including the Omissions/Error Check (OEC) meeting will be held in accordance with City of Santa Clara procedures. Final plans (100%), addressing all agency review comments, and including specifications, special provisions, quantities and opinion of probable construction cost, and other required contract bid documents will be submitted at the conclusion of this task. Quantities and cost estimates for the project will be broken down as needed for City of Santa Clara funding requirements.

*Task 2.3 Deliverables:*

- 30% and 70% Design Plans, Specifications, Quantities and Estimates
- Final 100% Design Bid Plans, Specifications, Quantities and Estimate



### **Task 3. TMC System Procurement, Deployment and Integration**

Upon final approval of the TMC system design (Task 2.2) and the completion of all required office tenant improvement and construction modifications, the Iteris team can employ a Design Build approach to complete the deployment of the TMC systems. The following tasks will apply:

**Task 3.1.** TMC System Equipment Procurement

Upon approval of the Final Design Iteris will assist the City to assign hardware and warranty procurement responsibility for the equipment required from the Design Report (Task 2.2). Iteris will then procure all assigned design elements (**including the Video (6) wall monitors and (2) quad processor/power supplies, VCS, Video Wall Display PC, AV components, console/conference table, equipment cabinet, and related cabling and miscellaneous installation items**) and will coordinate with the City on procurement progress for items the City has chosen to procure. Iteris will develop and coordinate delivery schedules for all assigned design elements with City staff to ensure available storage space and security prior to installation. Equipment delivery will be scheduled following completion of all necessary interior modifications.

*Task 3.1 Deliverable:*

- Design Element Procurement and delivery to site

**Task 3.2.** TMC System Equipment Deployment and Integration

With approval of the final TMC system design, completion of equipment procurement activities, and completion of the construction activities by City Maintenance staff and/or City contractor; Iteris staff can begin installation of all TMC systems. It is envisioned that all cubicles will have been installed and



staff relocated by the time the TMC systems are ready for installation. With cubicles and staff relocations completed, interruptions of City operations will be need to be minimized the greatest extent possible during TMC System installation. To that end, where existing operations areas are affected, they will be protected in place. This effort will be coordinated with the City's project manager but interruptions should be minimal, if they occur.

Iteris will begin installation of the video wall equipment, TOC workstations, and TMC equipment area furniture. After all elements are fully installed, Iteris will integrate these systems with exiting Genetec and Trafficware systems. Iteris staff will configure and test the video system and how it will be displayed on the video wall, with all existing and new video input sources according to the approved design.

*Task 3.2 Deliverables:*

- **Fully installed and functional video wall including a VCS Image processor**
- Fully integrated TMC systems including any TMC workstations, Display Wall PCs, tablets, CableTV inputs, A/V equipment, etc.
- **Installed TMC furniture including the Conference/Console Table and Equipment cabinet**
- System component test results



#### **Task 4. TMC Training and Testing**

##### **Task 4.1. Training**

Iteris will provide up to 2 days of training for up to 5 City staff specifically for the video wall and associated integration with other TMC systems. Training will consist primarily of day-to-day hands-on operations and maintenance for the video wall and related systems. Training materials and manuals will be provided to the City project manager for review prior to conducting all training sessions. Training will be held at the TMC and cover two consecutive days. In addition to the formal training the Iteris team will encourage the City to designate "a video wall champion" that can be trained during all phases of construction for side-by-side installation and training.

*Task 4.1 Deliverable:*

- **Soft copy of all training materials**

##### **Task 4.2. Acceptance Testing**

Iteris will conduct Systems Acceptance Testing upon completion of staff training. Due to the nature of the video wall system, testing will consist primarily of a 30-day usage and monitoring period. A testing script will be provided by Iteris for review by the City prior to the testing period. Any problems encountered during the testing period will be documented, corrected and re-tested by Iteris.

*Task 4.2 Deliverable:*

- **Video wall testing results**



**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
ITERIS, INC.  
FOR  
CITY OF SANTA CLARA TRAFFIC MANAGEMENT CENTER**

**EXHIBIT B**

**FEE SCHEDULE**

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

**I. ORIGINAL PAYMENT AMOUNT**

The total payment to the Contractor for all work necessary for performing all tasks, as stated in **Exhibit A**, shall be One Hundred Seventy-Eight Thousand Two Hundred Seventy-Four Dollars (\$178,274) plus Additional Services, which shall not exceed the sum of Eight Thousand Seven Hundred Twenty-Six Dollars (\$8,726). Billing shall be on a monthly basis proportionate to the services performed for each task completed. In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Hundred Eighty-Seven Thousand Dollars (\$187,000), subject to budget appropriations.

**II. ADDITIONAL SERVICES**

Additional Services shall be provided at the fixed hourly rates shown below in Section V, **RATE SCHEDULE**, or at an agreed negotiated price. Additional Services are allowed only if written authorization is given by the Director of Public Works in advance of the work to be performed. Additional Services shall not exceed \$8,726 without approval by the City.

**III. REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the fees for basic services.

**IV. PAY RATE SCHEDULE**

**Basic Services:**

Compensation shall be in proportion to services rendered and shall be billed monthly as percentages of completion for each phase listed below. Fees shall be lump sum and not-to-exceed (LS, nte) per task as listed below:

|   |                |
|---|----------------|
| 1. Task 1 – Project Management (LS, nte) .....                                  | \$4,488        |
| 2. Task 2.1 – TMC System Design & Layout Spatial Considerations (LS, nte) ..... | \$1,760        |
| 3. Task 2.2 – Architectural/Electrical/HVAC/Equipment Design (LS, nte) .....    | \$10,824       |
| 4. Task 2.3 – Tenant Improvement PS&E (LS, nte) .....                           | \$25,652       |
| 5. Task 3.1 – System Equipment Procurement (LS, nte) .....                      | \$97,732       |
| 6. Task 3.2 – TMC System Deployment and Integrations (LS, nte) .....            | \$31,460       |
| 7. Task 4 – TMC Training and Testing .....                                      | <u>\$6,358</u> |
| TOTAL (not-to-exceed).....  | \$178,274      |

**V. RATE SCHEDULE**

| Name/Title  | Rate/Hour |
|---|-----------|
| <b>Iteris, Inc. – Transportation Engineering</b>          |           |
| 1700 Carnegie Avenue, Suite 100                           |           |
| Santa Ana, CA 92705-5551                                  |           |
| George Gener – Project Manager .....                      | \$210     |
| David Huynh – Deputy Project Manager .....                | \$230     |
| Stuart Hunter – Associate Transportation Engineer .....   | \$115     |
| Braulio Ramirez – Associate Transportation Engineer ..... | \$130     |
| Derek Nieveen – Associate Transportation Engineer.....    | \$105     |
| <br><b>The Studio Group, Inc. – Architect</b>             |           |
| 20101 SW Birch Street, Suite 210                          |           |
| Newport Beach, CA 92660                                   |           |
| Julio C. Gener – Architect .....                          | \$200     |

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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, 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 (ISO) 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, ISO form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or ISO endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using ISO Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention

they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of ISO endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.  
City of Santa Clara – Public Works Department  
P.O. 12010-S2 or 151 North Lyon Avenue  
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR PROFESSIONAL SERVICES  
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ITERIS, INC.  
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EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted<sup>2</sup> of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR PROFESSIONAL SERVICES  
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AND  
ITERIS, INC.  
FOR  
CITY OF SANTA CLARA TRAFFIC MANAGEMENT CENTER  
EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**ITERIS, INC.**

a Delaware Corporation

By: \_\_\_\_\_

Signature of Authorized Person or Representative

Name: Ramin Massoumi

Title: Vice President

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

**ACKNOWLEDGMENT**

State of California  
County of Orange )

On April 20, 2015 before me, Michelle Lestelle  
(insert name and title of the officer)

personally appeared Ramin Massoumi,  
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 Michelle Lestelle (Seal)

**AGREEMENT FOR PROFESSIONAL SERVICES  
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ITERIS, INC.  
FOR  
CITY OF SANTA CLARA TRAFFIC MANAGEMENT CENTER  
EXHIBIT F  
MILESTONE SCHEDULE**

To be determined at the Kick-Off Meeting.

5-12-15

60.1



**Minutes**  
**Of the City of Santa Clara, California**  
**Cultural Commission**  
**for meeting held on Monday, March 16, 2015**

**Recommendations for Council Action:** none

**I. Call to order**

Called to order at 7:02 p.m.

**II. Roll call of commissioners:**

Present: Beavers, Fagundes, Forte, Neal, Ryan, Schuk

Absent: Lockwood, Stahl

Visitors: n/a

**III. New Business**

a. Review of Budget for Events and Groups

Discussion of breakdown of funds. Would like to shift a portion of funds from groups to events. Maybe try to connect groups to city/community resources. Perhaps add contingency to work on self-education in request for assistance, including SV Creates, or crowdfunding, etc. May fit under Eligible Organizations in the Application Procedure/Guidelines. Beavers will work with staff to write up list/description of resources for groups.

Possible reformulation of Art in Public Places/Banner Program with Multi-Cultural Arts event. Put current banners up around Central Park/Library. Banners to be folded into Art in Public Places, Multi-Cultural Arts takes all of Banner Program and Multi-Cultural Arts funding.

**IV. Public Presentations**

No presentations.

**IV. Adjournment**

There being no further business, the meeting was adjourned at 8:56 p.m. to Monday evening, April 6, 2015 at 7 p.m. in the City Manager's Staff Conference Room.

Respectfully submitted,

Loretta Beavers  
Secretary

**Minutes of the Regular Meeting  
of the Board of Library Trustees  
February 2, 2015**



TRUSTEES PRESENT: Betsy Megas, Kathy Watanabe, Peter Yoon, Ashish Mangla, Barbara Vance

EXCUSED ABSENCE:

STAFF PRESENT: Hilary Keith, City Librarian  
Hillary Brookshire, Senior Library Assistant-Administration  
Ellen Paul, Program Coordinator – Adult Services

MEMBERS OF  
THE PUBLIC: None

MATTERS FOR COUNCIL ACTION:

**I. CALL TO ORDER**

Trustee Megas called the meeting to order at 6:30 p.m.

The City Librarian introduced Ellen Paul, the new Program Coordinator–Adult Services. Ms. Paul discussed her vision of the future of Santa Clara City Library circulation, collections, and reference activities, which will include both the Mission and Northside Branch Libraries. They will evaluate how these operations are currently functioning and take a clear look at ways to improve the Library’s responses to patrons’ questions and suggestions. Example: Track what kinds of questions are being asked and improve on the most frequently asked question. Trustee Mangla added that details could be evaluated for each Library branch that would tell a story through numbers. Also, ESL patrons may not ask questions as frequently. What Library materials are patrons putting on hold most frequently, what do they want? Library data could be posted on Library screens “Did You Know?”

**II. MINUTES OF THE DECEMBER 1, 2014 MEETING**

Chair Megas asked for comments or corrections to the minutes of the December 1, 2014 Board of Library Trustees meeting. A few corrections were noted. Trustee Watanabe made a motion to accept the minutes as amended, seconded by Trustee Vance. The motion passed unanimously.

**III. CORRESPONDENCE**

None

#### **IV. GIFTS**

Trustee Vance reported on gifts received by the Library Foundation and Friends, as follows: \$10,000 from the Nadlers for enhancements to the children's collection; \$12,000 written commitment from Kaiser for health and wellness programs and materials; \$1,000 from Irvine Foundation for Lollapalooza sponsorship; \$4,250 from Texas Instruments; \$2,000 from Yaowei Jia Foundation; eight (8) gifts from various individuals at \$1,000 and above; over \$15,000 in smaller gifts (less than \$1,000). Trustee Mangla made a motion to accept the gifts, with a second from Trustee Yoon. The motion passed unanimously.

#### **V. PUBLIC PRESENTATIONS**

##### **A. Library Foundation**

The Foundation will hold its annual Lollapalooza at Central Park Library on February 7, 2015 at 6:30p.m. honoring library hero Lisa Gillmor-join us! Thank you to all of you who bought tickets. Last year we had 100 attendees. This year we already have 142 registrants and are still selling tickets. A grant request has been submitted to Mission City Community Fund for summer reading. Carol McCarthy and Harbir Bhatia are our newest members of the Foundation Board of Directors.

#### **VI. OLD BUSINESS**

##### **A. New Carpeting for Central Library**

The carpeting installation is still awaiting the final closure of the Northside finances. An agreement is out for signature to put remaining Northside funds into the Library's CIP budget for 2015-16 to cover carpeting installation.

##### **B. New Reference Area Furniture and Configuration**

New furniture has been received for the former Reference Area. Electrical outlets in this area are being reconfigured by Building Maintenance. The new area is being funded by Peninsula Library Partnership with an Innovation Grant for \$10,000.00. Funds will be used to complete the area and have a 'gallery opening' event.

##### **C. Fit Bit Checkouts**

Fit Bit checkouts are going well.

##### **D. HVAC Upgrade at Central Park Library**

The project is complete.

#### **VII. NEW BUSINESS**

##### **A. Foundation Turnover of Funds to City from Northside Project**

The Northside Project is being closed out with approximately \$2.6 Million remaining funds being allocated to the Library 2015-16 CIP Budget, with some funding used for Mission Library renovation and the Central Library media lab.

#### **VIII. CITY LIBRARIAN'S REPORT**

##### **A. Library Monthly Report – November 2014**

The City Librarian reviewed the November 2014 Monthly Report data with Board members.

**B. Activities**

The City Librarian stated there is a new survey on the Library website with questions about the new media lab that also asks for suggestions for the lab from patrons. There have been 143 positive responses to the survey to date. Plans are being made to hold a "Noon Year's Eve" for kids and teens during the upcoming Holiday Season. "Girls Who Code" classes have been very well attended and are a great success. New cooking classes are scheduled for February with the intent to have a class every Sunday at 2:00p.m. that includes a demo and cookbooks.

**C. Personnel**

Board members talked more with Ellen Paul. The City Librarian stated that Nan Choi is becoming a full-time employee. The Library currently has 80 as-needed staff. Staff makes up 78% of the Library's budget and should be around 68%. The recruitment for Assistant City Librarian closes on February 5, 2015.

**IX. MATTERS OF TRUSTEE INTEREST**

Board members discussed Silicon Valley Reads. Trustee Megas spoke about the Raspberry Pi, a small educational computer that costs \$35.00 that could be available in the new creative lab for patrons to try. Trustee Megas also suggested that the Library hold workshops led by local hobbyists. She also suggested looking into the Tech Shop at 2<sup>nd</sup> Street and San Carlos for ideas for the media lab. The Library could hold a large variety of programs using volunteer program supporters who were knowledgeable in various fields.

**X. REPORTS OF TRUSTEE CONFERENCE AND TRAVEL**

None

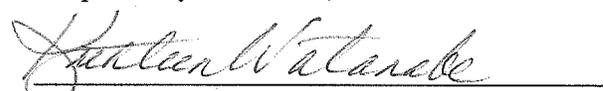
**XI. CALENDAR**

- A. Monday, February 16, 2015 – President's Day Holiday - City Holiday – Library Closed
- B. Monday, March 2, 2015, Board of Library Trustees meeting, 6:30p.m., Library Board Room

**XII. ADJOURNMENT**

There being no further business, Trustee Megas made a motion to adjourn the meeting at 7:45 p.m. to Monday, March 2, 2015 in the Library Board Room, with a second from Trustee Mangla. The motion passed with a unanimous vote.

Respectfully submitted,

  
Kathleen Watanabe  
Secretary to the Board of Library Trustees

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 6D.3

City of Santa Clara, California



**Date:** May 6, 2015  
**To:** City Manager for Council Information  
**From:** City Librarian  
**Subject:** Note and File: Board of Library Trustees Minutes of March 2, 2015

On April 6, 2015, the Board of Library Trustees approved its Minutes of March 2, 2015. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

For Hilary Keith  
Hilary Keith  
City Librarian

APPROVED: Julio J. Fuentes  
Julio J. Fuentes  
City Manager

**Documents Related to this Report:**

- 1) Board of Library Trustees Minutes of March 2, 2015

**Minutes of the Regular Meeting  
Of the Board of Library Trustees  
March 2, 2015**



TRUSTEES PRESENT: Betsy Megas, Kathy Watanabe, Peter Yoon, Ashish Mangla, Barbara Vance

EXCUSED ABSENCE: None

STAFF PRESENT: Hilary Keith, City Librarian

MEMBERS OF  
THE PUBLIC: None

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MATTERS FOR COUNCIL ACTION:

Budget Message to Boards and Commissions – Approval of Board of Library Trustees 2015-16 Budget

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**I. CALL TO ORDER**

Trustee Megas called the meeting to order at 6:35 p.m.

**II. MINUTES OF THE FEBRUARY 2, 2015 MEETING**

Chair Megas asked for comments or corrections to the minutes of the February 2, 2015 Board of Library Trustees meeting. Finding one correction Trustee Vance made a motion to accept the minutes as amended, seconded by Trustee Watanabe. The motion passed unanimously.

**III. CORRESPONDENCE**

None

**IV. GIFTS**

Trustee Vance reported on gifts received by the Library Foundation and Friends, as follows: \$12,000 from Kaiser for health and wellness related programs and materials; \$15,000 from Keypoint Credit Union for 2015 Summer Reading Program, which has not been received as yet. Trustee Megas made a motion to accept the funds with a second from Trustee Vance. The motion passed with a unanimous vote.

**V. PUBLIC PRESENTATIONS**

**A. Santa Clara City Library Foundation and Friends**

The 2<sup>nd</sup> annual Love Your Library Lollapalooza netted \$28,000 with over 150 attendees. This was a marked increase over last year. All feedback was positive and the event was deemed a success.

Keith Stattenfield was elected for a second term as Board President.

Friday March 6<sup>th</sup> is Maria Daane's last day as Executive Director. Ms. Daane has accepted a position at West Valley College. The Board of Library Trustees wished her all the best in her future endeavors.

## **VI. OLD BUSINESS**

### **A. New Carpeting for Central Library**

With the final closure of the Northside project finances and an Agenda Report pending for April 7, 2015 City Council meeting, the Central Library is prepared to award a contract. Installation dates will be determined.

## **VII. NEW BUSINESS**

### **A. Budget Message to Boards and Commissions**

The City Librarian reviewed the proposed Board of Library Trustees Budget for 2015-16, referring to the 2015-16 Budget Guidance Memo dated 1/30/15 from the Director of Finance/Assistant City Manager. It was moved by Trustee Mangla and seconded by Trustee Vance to approve the 2015-16 Board of Library Trustees budget. The motion passed with a unanimous vote.

Trustees Mangla and Megas will attend the CPLA workshop on March 28, 2015.

## **VIII. CITY LIBRARIAN'S REPORT**

### **A. Library Monthly Reports – December 2014 and January 2015**

The City Librarian reviewed the December 2014 and January 2015 Monthly Report data with Board members.

### **B. Activities**

The City Librarian described some of the innovative programming taking place at all three branches. Teen Librarian, Angela Ocana has planned a "Chopped" program for teens that involves cooking with mystery ingredients. The City Librarian is serving as a judge. The February cooking demonstrations were a great success and well attended. The Mission Library has received many new books and DVDs and the increased circulation stats can attest to their popularity. In response to concern that the Library wasn't participating in Silicon Valley Reads, the City Librarian shared two programs that we are providing: Silicon Valley Reads: Stealing Buddha's Dinner Author Talk. Bich Minh (Beth) Nguyen will discuss her memoir Stealing Buddha's Dinner. This program is co-sponsored by Santa Clara City Library and Santa Clara City Library Foundation & Friends. In addition the Library presented a Genealogy program focusing on immigration and naturalization.

### **C. Personnel**

The City Librarian is in the final process of selecting a candidate for Assistant City Librarian with a potential starting date of June 2015.

## **IX. MATTERS OF TRUSTEE INTEREST**

Board members discussed the possible Mission Library renovation with the funds remaining from the Northside project. Trustee Megas expressed interest in VTA expanding service to the Rivermark Shopping center and Northside Library. She encouraged Board members to respond to VTA's call for public comments.

Trustee Megas' husband checked out a book on Red Hat and found it to be out of date. Megas recommends we update our computer books.

Trustees directed staff to prepare a policy for Fit Bit and Bicycle lock check outs for their approval.

Trustee Watanabe requested to be excused from the April 6<sup>th</sup> Board of Library Trustees meeting in order to attend A Chat with Chief Sellers at Northside Branch Library. Her request was granted.

**X. REPORTS OF TRUSTEE CONFERENCE AND TRAVEL**

None

**XI. CALENDAR**

- A. Monday, May 4, 2015, Board of Library Trustees Meeting, 6:30p.m., Library Board Room
- B. Monday, May 25, 2015, Memorial Day – City Holiday – Library Closed

**XII. ADJOURNMENT**

There being no further business, Trustee Megas made a motion to adjourn the meeting at 7:44 p.m. to Monday, April 6, 2015 in the Central Library Board Room, with a second from Trustee Vance. The motion passed with a unanimous vote.

Respectfully submitted,



Kathleen Watanabe

Secretary to the Board of Library Trustees



**Date:** April 27, 2015

**To:** City Manager for Council Action

**From:** Staff Aide II

**Subject:** Request for Championship Team Funding for the Portuguese Band of Santa Clara to travel to and perform in the Azores Islands, Portugal, July 8-30, 2015

### EXECUTIVE SUMMARY:

The City Manager's Office has received an application from the Portuguese Band of Santa Clara requesting assistance through the Championship Team Funding in the amount of \$10,000 to travel to the Azores Islands, Portugal for a goodwill/cultural exchange tour from July 8-30, 2015. The band will perform in major festivals at five of the nine islands, including the Concerto da Praia da Vitoria on Terceira Island, the Social Concerto on Faial Island, the Festival da Santa Maria Madalena on Pico Island, the Festival da Semana Cultura da Calheta on São Jorge Island and the Festival da Nossa Senhora da Luz on São Miguel Island. In addition, the band will perform at City Halls, County Offices and other smaller local festivals and events.

The Portuguese Band of Santa Clara was founded in 1974 to preserve Portuguese culture and music. The Band provides free music lessons and instruments to anyone who is interested in learning music, no matter his or her age, race or religion. Musicians and their families enjoy a family atmosphere, one that provides a friendly and safe place to practice and the privilege of performing in parades and concerts throughout the state. While the Portuguese Band of Santa Clara is not competing for a specific title as per the requirements of the Championship Team Fund, in the past, the City Council has approved \$5,000 for students invited to perform in international music festivals in Portugal and Spain. The fund allows band members the opportunity to showcase their musical talents to international spectators and officials. Staff is recommending \$5,000 for food, incidental and local travel costs, consistent with prior Council approvals.

Council approved the following guidelines for the Championship Team Funding:

#### Council Approved Championship Team/Group Criteria

- *The funds requested for the event are in association with a specific state, national or international competition/performance.*

While the tour through the Azores is not associated with a specific title, the band has been invited to perform in several music festivals and are seeking funds to send 56 band members and six chaperones to represent the City of Santa Clara at an international level.

- *Teams or groups should either be from Santa Clara schools or have at least 50% of the participating youth be Santa Clara residents.*

The Portuguese Band of Santa Clara is a group representing the City of Santa Clara, with 62% of the band members (youth and adult) being Santa Clara residents.

- *City support is not to exceed 20% of allowable trip expenses and may not exceed \$10,000 per year, per group, subject to availability of funds. Allowable trip expenses include the following: (a) registration; (b) hotel; (c) transportation; and, (d) food expenses. Per diem food expense is \$11 per participant/per day or 20% of meal costs, whichever is lower. Allowable trip expenses are for the participating students and coaches/chaperones. The*

City Manager for Council Action

Subject: Request For Championship Team Funding For The Portuguese Band of Santa Clara to Perform in the Azores Islands, Portugal, July 8-30, 2015

April 27, 2015

Page 2

*students-to-coach/chaperone ratio is six students to one coach/chaperone. No other miscellaneous expenses are reimbursable.*

Trip expenses for the Portuguese Band of Santa Clara to perform in the Azores Islands are estimated at \$143,700 for 56 band members and six chaperones. Expenses include transportation, lodging and meals. The members have participated in several fundraising programs to raise the matching funds needed. The Portuguese Band of Santa Clara is requesting \$10,000 through Championship Team Funding.

- *Payment will be made pursuant to an agreement with the City with income and expenses subject to audit.*  
Pending Council approval of the request.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The advantage is that band members will experience a new culture and have the opportunity to perform at international acclaimed music festivals while representing the City of Santa Clara through their music. There are no disadvantages.

**ECONOMIC/FISCAL IMPACT:**

The request from the Portuguese Band of Santa Clara is for \$10,000. Due to city policy to not fund international travel due to financial constraints, it is recommended that \$5,000 be approved by City Council to contribute towards eligible expenses incurred by the Portuguese Band of Santa Clara. Funding is available in General Government-Community Promotions (001-1042-87710-[I] 3232).

**RECOMMENDATION:**

That the Council approve the Portuguese Band of Santa Clara's request for Championship Team Funding in the recommended amount of \$5,000, for food, incidental and local travel costs to perform in the Azores Islands, Portugal, July 8-30, 2015; and authorize the City Manager to execute the contribution agreement with the Portuguese Band of Santa Clara.

  
\_\_\_\_\_  
Kathy Flood  
Staff Aide II

Certified as to Availability of Funds: OK JCH  
001-1042-87710-[I] 3232      \$ 5,000.00

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/  
Assistant City Manager

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

MAJORITY VOTE OF COUNCIL

***Documents Related to this Report:***

- 1) Application for Funding Assistance through the Championship Team Fund
- 2) Contribution Agreement between City of Santa Clara and the Portuguese Band of Santa Clara (Council Offices)

**City of Santa Clara**  
**Application for Funding Assistance through the**  
**Championship Team Fund**

**RECEIVED**  
**APR 24 2015**  
Office of the City Manager  
City of Santa Clara

**1. ORGANIZATION INFORMATION**

Name of Group or Organization: *Sociedade Filarmonica União Portuguesa de Santa Clara*  
*Portuguese Band of Santa Clara*

Address: *P.O. Box 484 [1375 Lafayette Street], Santa Clara, CA 95050*

Contact Person: *Manuel Madruga (MM) and Bernadette DeSousa (BD)*

Email Address: *camponeses@sbcglobal.net (MM) and fandbdesousa@sbcglobal.net (BD)*

Telephone (Day): *(408) 655-8296 (MM) and (408) 406-6821 (BD)*

Evening: *(408) 243-6766 (MM) and (408) 296-1786 (BD)*

Describe purpose of your organization: *The Band was founded on February 22, 1974 to preserve Portuguese culture and music. The Band's "Purpose" is categorized as "Educational" for State and Federal exempt status. The Band provides (and has always provided) free music lessons and instruments to anyone who is interested in learning music, no matter his or her age, race or religion. All that is required is a love of music.*

How long has your organization been providing youth activities in Santa Clara? *40 years*

**2. COMPETITION/PERFORMANCE INFORMATION**

Name of state, national or international competition/performance that you/your group will be competing for: *The Band will perform at 5 of the 9 Azores Islands, Portugal, from July 8 to July 30, 2015: Terceira Island at the Concerto da Praia da Vitoria, Faial Island for a Social Concerto, Pico Island at the Festival da Santa Maria Madalena, São Jorge Island for the Festival da Semana Cultural da Calheta and São Miguel Island at the Festival da Nossa Senhora da Luz. These are the main festival at each island, but the Band will also play for the City Halls and County Offices, schools and other smaller festivals.*

Amount you are requesting: *\$10,000 to help pay expenses for 56 band members (36 youth) to represent the City at an international level at the above-mentioned music festivals.*

Summary of proposed competition/performance (include specifically where/how City funds would be used): *The funds will be used for food expenses, uniform laundry expenses and bus expenses within the islands and boat/plane expenses between the islands.*

Identify other organizations who have provided partial funding for this activity: *An application has been submitted to the Mission City Community Fund for funds to help with the purchase of uniforms. The Band has not performed out-of-state since 2009. Many fundraisers by the Band members and friends have occurred since 2009 to save for this trip. This requested funding assists the Band greatly because of the enormous expense that the trip entails.*

Who is predominantly served by this organization? *It is important to note that the Band embraces diversity and is now comprised of many nationalities. Music, for sure, is the international language at the Santa Clara Portuguese Band. Over one hundred children have received free music lessons over the past 40 years. The 2015 Beginners Class started January 19, 2015 with 25 new students. The musicians and their families enjoy a family atmosphere – one that provides a friendly and safe place to practice music and the privilege of performing in parades and concerts throughout the State.*

How will the funding assistance enhance your existing organization? *Most of the Band members will experience a new culture and will perform at the festivals while representing the City of Santa Clara through their music. The largest part of Portuguese immigrants in Santa Clara came from the Azores Islands and in 1896 founded the S.E.S. Hall in Santa Clara. Portuguese roots run deep in the City of Santa Clara and the City Council has always supported the Portuguese annual parades and performances. For that reason, it will be the pleasure of the Band to display the City of Santa Clara flag at all performances.*

### **3. FUNDING INFORMATION**

Total cost of participation in this competition/performance (including above amount requested):  
*\$143,700*

How many youth and coaches/chaperones will be participating in the competition/performance?

*Attached please find a list of the Band members that will be going on the trip.*

*Youth: 36  
Adults: 20  
56*

### **4. BUDGET SUMMARY OF TRAVEL EXPENSES**

*Number of Days: 23 days, includes 2 travel days.*

### **5. REGISTRATION/TOURNAMENT/ENTRY FEE**

*Cost for registration: 0*

### **6. EXPENSES**

*Food: The Band will provide meals for the youth: \$25,000 (estimated).*

*Lodging: The Band will not provide lodging. The cost will be paid by the families.  
Youth without a family will be staying with a band member and his/her family.*

*Laundry: \$3,500 (estimated).*

*Bus costs within the islands and boat/plane trips between the islands: \$25,000 (estimated).*

*AIRLINE TICKETS: \$90,200 from San Francisco to Terceira Island and the return flight from São Miguel Island to San Francisco. TOTAL TRAVEL EXPENSES: \$90,200*

The Applicant hereby proposes to provide the activity/program in accordance with the Youth Sports Assistance Fund Policy of the City of Santa Clara as stated in this application. If this application is approved for funding assistance, it is agreed that relevant Federal, State, and Local regulations, and other assurances as required by the City of Santa Clara will be adhered to. Furthermore, as duly authorized representative of the applicant organization, the applicant is fully capable of fulfilling its obligation under this proposal as stated herein.

This application and the information contained herein are true, correct and complete, to the best of my knowledge.

Date: April 24, 2015

Agency Name: Sociedade Filarmonica União Portuguesa de Santa Clara  
Portuguese Band of Santa Clara

Representatives:

/s/ Manuel Madruga  
*President/General Assembly*

/s/ Bernadette DeSousa  
*Band Supporter*

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
THE PORTUGUESE BAND OF SANTA CLARA**

This Agreement (“Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), and the Portuguese Band of Santa Clara, a California nonprofit corporation, with its principal place of business located at 1375 Lafayette Street, Santa Clara, CA 95050 (“Recipient”). City and Recipient may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

Whereas:

1. As one of its functions as a chartered municipal corporation, City seeks to encourage, protect and enhance the health, safety, welfare and general good of the City and its citizens as well as improve the general quality of life for its citizens; and,
2. City desires to utilize the experience and ability of Recipient in helping to provide cultural, educational, recreational and entertainment opportunities for the general good of all.

In consideration for the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Recipient and City agree as follows:

**AGREEMENT PROVISIONS**

**1. Incorporation of Preamble and Recitals**

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

**2. Nature of Agreement**

City agrees to contribute an amount set forth in this Agreement (“Contribution”) to Recipient, in consideration for Recipient’s performance of the Activities described below and full compliance with all of the terms and conditions of this Agreement.

**3. Duties of Recipient**

In consideration for the receipt of funds to be paid to Recipient by City, Recipient shall perform all of the described work, services and activities required to present or to bring about the event(s) described in Exhibit A (collectively referred to herein as the "Services"), entitled, "Description of Recipient's Activities and Obligations," (the "Activities"), attached and incorporated by this reference.

**4. Payment of Contribution**

Recipient shall perform all of the Services under this Agreement as a condition precedent to the City's delivery of the fund ("Contribution") referenced in Exhibit B, entitled, "Amount of Contribution, Terms of Payment and Restrictions," attached and incorporated by this reference. Upon Recipient's compliance with the terms and conditions of this Agreement, City will contribute to Recipient the amount set forth in Exhibit B. The Contribution paid to Recipient shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipient, then for reimbursement of same to Recipient) related to the Activities. None of the City's Contribution will be used to pay for any expenses of Recipient incurred before the Effective Date.

**5. Limitation of Financial Responsibility**

In no event shall City's share of the Recipient's expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipient have the right or power to pledge the credit of City or incur any obligation in the name of City.

**6. Records and Documentation**

Within thirty (30) days following the conclusion of Recipient's performance of the Activities required under this Agreement, Recipient shall deliver to the City a written detailed accounting statement showing all receipts and disbursements received or made in connection with the provision of the Activities for City review and/or audit. This accounting statement shall provide expense summary documentation to the satisfaction of the City Manager. If any of the funds listed in Exhibit B are not expended on the Activities pursuant to the terms of this Agreement, the unspent funds shall be returned to the City concurrently with submittal of said accounting statement.

**7. Independent Contractor Status**

It is agreed that during the performance of the Services and Activities required under the terms and conditions of this Agreement, Recipient, and any person(s) who is either employed by or contracted with Recipient to furnish labor and/or materials, either work as volunteer or as a paid employee, shall be deemed not to be an employee, contractor or agent of City. Recipient has full rights to manage its employees, volunteers and contractors subject to the requirements of the law. The means by which the Services and Activities shall be accomplished is under the sole care, custody and control of Recipient.

**8. Hold Harmless/Indemnification**

Recipient agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City may become legally liable arising from Recipient's acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipient pursuant to this Agreement.

**9. Insurance Requirements**

Prior to commencement of any of the activities described in this Agreement and during its entire term, Recipient shall provide and/or maintain, in full force and effect, the following insurance policies:

- A. commercial general liability policy (bodily injury and property damage);
- B. worker's compensation employers' liability policy; and,
- C. comprehensive automobile liability insurance policy (if applicable).

Said insurance policies shall be maintained, with respect to any employees of Recipient and any of its vehicles assigned to the performance of services under this Agreement with coverage amounts, (including the required endorsements, certificates of insurance and coverage verification), as defined in Exhibit C, attached hereto and incorporated herein by reference. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. Nonassignment**

Except as expressly agreed in writing by City, all Activities provided and Services required to be rendered under this Agreement shall be performed by Recipient. Recipient shall not otherwise subcontract or delegate to others the Activities to be performed under this Agreement.

**11. Confirmation of Non Profit Status**

As a prerequisite for City approval of this Agreement and for the payment of funds by the City, Recipient shall provide City with current written proof that Recipient has qualified for, and has complied with, all conditions required to attain the status of a non profit organization, as that status is defined under both Federal Internal Revenue Code, Section 501(c)(3), and State of California Franchise Tax Board under California Revenue and Taxation Code Section 23701. Recipient shall provide such proof of non profit status to the Office of the City Clerk at the City.

**12. Time of Performance/Termination**

All Services under this Agreement are to commence upon the Effective Date, and shall continue through July 30, 2015, unless sooner terminated in accordance with the terms of this Agreement. The time allotted for the completion of the Services and Activities required under this Agreement may be extended by mutual agreement of the Parties for such additional period of time as the City may determine to be in the public interest. This Agreement may be terminated by either Party upon ten (10) calendar days written notice to the other, without cause. In the event of any termination, City shall reimburse Recipient for all services actually performed and/or all expenses actually incurred under this Agreement, to date of termination, and such payment shall constitute full payment and there shall be no other charge. Upon request of City, Recipient shall provide City with copies of all documents prepared by Recipient as well as all receipts and proof of expenditures being requested for reimbursement.

**13. Notices**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Office of the City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050

Or by facsimile at (408) 241-6771

And to Recipient addressed as follows:

Recipient's notice address:  
Name: Manuel Madruga  
Address: 1375 Lafayette Street  
Santa Clara, CA 95050

**14. Captions**

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**15. Statutes and Law Governing Contract**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**16. Other Agreements**

This Agreement shall not prevent either Party from entering into similar agreements with others.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**THE PORTUGUESE BAND OF SANTA CLARA  
A CALIFORNIA NONPROFIT CORPORATION**

Dated: 4/30/15

By: Manuel Madruga

Name: Manuel Madruga

Title: General Assembly President

Local Address: 1375 Lafayette Street

Santa Clara, CA 95050

Email Address: camponeses@sbcglobal.net

Telephone: (408) 655-8296

Fax: ( )

“RECIPIENT”

S:\Attorney\AGREEMENTS\Contribution\Contribution Agreement (Under \$5,000).doc

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
THE PORTUGUESE BAND OF SANTA CLARA**

**EXHIBIT A  
DESCRIPTION OF RECIPIENT'S ACTIVITIES AND OBLIGATIONS**

Recipient shall carry out the following promotional activities on behalf of City:

Perform in major festivals at five of the nine islands, including the Concerto da Praia da Vitoria on Terceira Island, the Social Concerto on Faial Island, the Festival da Santa Maria Madalena on Pico Island, the Festival da Semana Cultura da Calheta on São Jorge Island and the Festival da Nossa Senhora da Luz on São Miguel Island. In addition, the band will perform at City Halls, County Offices and other smaller local festivals and events.

Recipient shall also comply with the following requirements:

**Audit Process**

1. Upon trip completion original itemized receipts must be submitted within thirty (30) days to substantiate City funds allocated for event. Receipts must be grouped by (A) Food Expenses; (B) Uniform Laundry; and (C) Inter-island travel, and in chronological order. Do not use a highlighter on receipts. In addition to the receipts, applicants must submit an Excel spreadsheet with a breakdown of competition/performance costs.
2. If City funds cannot be fully justified based on the guidelines set forth in the application, the group will be responsible for any follow-up questions and/or an appropriate reimbursement to the City within two (2) weeks of City staff contact.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
THE PORTUGUESE BAND OF SANTA CLARA**

**EXHIBIT B  
AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT AND RESTRICTIONS**

Amount of Contribution.

Pursuant to the terms of this Agreement upon presentation of bills therefore, City will contribute to Recipient toward the payment of the expenses of food and incidentals in an amount not to exceed five thousand dollars (\$5,000.00). In no event will the total amount of the contribution exceed five thousand dollars (\$5,000.00).

Terms of Payment.

1. The City shall pay Recipient five thousand dollars (\$5,000.00) provided the Recipient has raised matching funds.

The income and expenses related to the trip to the Azores are subject to audit.

Restrictions.

1. Monies disbursed by the City to Recipient under the terms of this contribution agreement shall be used exclusively for the Recipient's food and incidental expenses to the Azores Islands, Portugal for a goodwill/cultural exchange tour from July 8-30, 2015.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
THE PORTUGUESE BAND OF SANTA CLARA**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**INSURANCE COVERAGE REQUIREMENTS  
FOR  
CONTRIBUTION AGREEMENTS**

Without limiting the Recipient's indemnification of the City, and prior to commencing the Services and the disbursements of contributions under this Agreement, the Recipient shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

**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.

**WORKERS' COMPENSATION**

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Recipient 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 Recipient under any

Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

## 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.

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 Recipient's operations, using either Insurance Services Office (ISO) Endorsement CG 20 10 03 97, CG 20 26 11 85, or its equivalent.

### Cancellation.

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.

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.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

## ADDITIONAL INSURANCE RELATED PROVISIONS

Recipient and City agree as follows:

The City reserves the right to withhold payments to the Recipient in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## EVIDENCE OF COMPLIANCE

Recipient 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),



Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 7A

City of Santa Clara, California



**Date:** April 27, 2015

**To:** City Manager for Council Action

**From:** Director of Planning and Inspection

**Subject:** Public Hearing for the Project Located at 990 Wren Avenue for Five, Single-Family Residential Homes: Adoption of a Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program, Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and Tentative Map for Five Residential Lots (PLN2014-10384/10385 and CEQ2014-01177).

## EXECUTIVE SUMMARY:

The applicant for the project located at 990 Wren Avenue is applying for a Rezone and Tentative Map to allow individual ownership and sale of five, single-family residential homes at the subject property. The site is a 31,305 square foot lot that is currently occupied with a single-story house. The subdivision would create five new lots ranging from 3,839 and 5,936 square feet and be served by a private drive and cul-de-sac.

The project was first reviewed at the February 11, 2015 Planning Commission meeting. The project applicant was present for the meeting and presented the request to the Commission. A number of residents from nearby properties spoke at the meeting and expressed concerns about the proposal, citing privacy impacts and inconsistent building setbacks as the main points of contention. Following a discussion, the Commission voted unanimously to continue the project to a later meeting, subject to the following direction:

- Provide a 15-foot setback from properties to the south;
- Provide an area dedicated to guest parking;
- Provide a wider street width and cul-de-sac;
- Protect the mature, healthy trees on the site; and
- Provide a broader setback from the top of creek bank.

The applicant worked with staff on making the required changes to the site design. Those changes included shifting the building footprint further away from the top of Calabazas Creek, providing two guest parking spaces along the private drive, and providing a consistent rear yard setback on lots two and three. The applicant reconvened with the Planning Commission at its April 8, 2015 meeting. At that meeting, staff presented the changes made to the project to meet the Commission's direction. Neighbors living adjacent to the project commended the applicant on the changes to the plans and voiced their support for the project. Following a brief discussion, the Commission voted unanimously to recommend adoption of the Mitigated Negative Declaration prepared for the project and approval of the Rezone and Tentative Map. The meeting minutes and staff reports from the April 8, 2015 and February 11, 2015 Planning Commission meetings are attached for reference.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approving the project will allow the City to achieve its housing goals by providing a variety of housing types and sizes through the administration of the Planned Development zoning designation.

City Manager for Council Action  
Subject: Rezone and Tentative Map for 990 Wren Avenue  
April 27, 2015  
Page 2

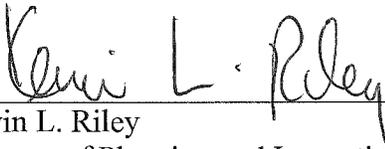
**ECONOMIC/FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the Council adopt resolutions for the project located at 990 Wren Avenue, subject to conditions, to:

- 1) Adopt the Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program;
- 2) Approve a Rezone from Single-Family Residential (R1-6L) to Planned Development (PD); and
- 3) Approve a Tentative Map for five residential lots.



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Kevin L. Riley  
Director of Planning and Inspection

APPROVED:



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Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) ***City Council MND Resolution***
- 2) ***City Council Rezone Resolution***
- 3) ***City Council Tentative Map Resolution***
- 4) ***Conditions of Approval***
- 5) ***Mitigated Negative Declaration (previously distributed)***
- 6) ***Mitigation Monitoring or Reporting Program***
- 7) ***Planning Commission Draft Excerpt Minutes Dated April 8, 2015***
- 8) ***Planning Commission Staff Report Dated April 8, 2015***
- 9) ***Planning Commission Excerpt Minutes Dated February 11, 2015***
- 10) ***Planning Commission Staff Report Dated February 11, 2015***
- 11) ***Correspondence***
- 12) ***Development Plans***

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO ADOPT THE MITIGATED NEGATIVE  
DECLARATION AND MITIGATION MONITORING OR  
REPORTING PROGRAM FOR THE PROJECT LOCATED  
AT 990 WREN AVENUE, SANTA CLARA**

PLN2014-10384/10385, CEQ2014-01177

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

**WHEREAS**, Ben Engelman, on behalf of Larome Development, Inc. (“Applicant”) applied for a Rezone and Tentative Map in connection with development of a parcel totaling 31,305 square feet located at 990 Wren Avenue, which is currently occupied by one single-family residential building (“Project Site”);

**WHEREAS**, the Applicant has requested to rezone the Project Site from Single-Family Residential (R1-6L) to Planned Development (PD) to construct five, two-story, single-family residential houses with outdoor open space, landscaping and site improvements on the Project Site as shown on the Development Plans attached hereto and incorporated herein by reference;

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

**WHEREAS**, in conformance with CEQA, on January 8, 2015, the City posted a Notice of Availability of the MND at the Santa Clara County Clerk’s Office, and mailed the notice to property owners within 300 feet of the project site and other interested parties for public review (for a 30-day comment period) from January 8, 2015 to February 7, 2015;

**WHEREAS**, the notice of public hearing for the May 12, 2015, City Council meeting for this item was timely posted and mailed within 300 feet of the Project Site;

**WHEREAS**, the City Council held a duly noticed public hearing on May 12, 2015, to consider the Rezoning and Tentative Map applications, and MND, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project; and,

**WHEREAS**, the City Council reviewed and considered the proposed MND and all pertinent information in the record.

**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 finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less-than-significant level by the mitigation measures specified in the MND.
3. That the City Council hereby finds that the MND is complete, prepared in compliance with CEQA, and represents the independent judgment of the City Council.
4. That the City Council finds that the MND completed for this Project has been completed in compliance with CEQA, and that approval of this project as mitigated will have no significant negative impacts on the area's environmental resources, cumulative or otherwise, as the impacts as mitigated would fall within the environmental thresholds indentified by CEQA.
5. That the City Council adopts the Mitigation Monitoring or Reporting Program as required by the CEQA Guidelines (14 Cal. Code of Regs. § 15074(d)).

6. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

7. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

|            |             |
|------------|-------------|
| AYES:      | COUNCILORS: |
| NOES:      | COUNCILORS: |
| ABSENT:    | COUNCILORS: |
| ABSTAINED: | COUNCILORS: |

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:  
1. Development Plans

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO APPROVE A REZONING FROM  
SINGLE-FAMILY RESIDENTIAL (R1-6L) TO PLANNED  
DEVELOPMENT (PD) OF THE PROPERTY LOCATED AT  
990 WREN AVENUE, SANTA CLARA**

PLN2014-10384/10385  
CEQ2014-01177

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

**WHEREAS**, Ben Engelman, on behalf of Larome Development, Inc. (“Applicant”) applied for a Rezone and Tentative Map in connection with development of a parcel totaling 31,305 square feet located at 990 Wren Avenue, which is currently occupied by one single-family residential building (“Project Site”);

**WHEREAS**, the Applicant has requested to rezone the Project Site from Single-Family Residential (R1-6L) to Planned Development (PD) to construct five single-family residential houses with outdoor open space, landscaping and site improvements on the Project Site as shown on the Development Plans attached hereto and incorporated herein by reference;

**WHEREAS**, Santa Clara City Code (SCCC) Section 18.112.040 provides for the review and recommendation of the City’s Planning Commission of all rezoning requests before action is to be taken by the City Council;

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 8, 2015 to consider the rezoning application. At the hearing the Planning Commission invited and considered any and all verbal and written testimony offered in favor of an in opposition to the proposed rezoning.

**WHEREAS**, a Mitigated Negative Declaration (MND) was prepared, distributed and noticed for 30-day public review and comment of the potential environmental impacts related to the proposal, from January 8, 2015 to February 7, 2015;

**WHEREAS**, mitigation measures have been identified and incorporated into the Project to reduce potential impacts to less than significant levels;

**WHEREAS**, the notice of meeting date for this item was posted within 300 feet of the Project Site and was mailed to property owners within a 300 foot radius of the Project Site; and

**WHEREAS**, the City Council held a duly noticed public hearing on April 8, 2015 to consider the rezoning application. At the hearing the City Council invited and considered any and all verbal and written testimony offered in favor of an in opposition to the proposed rezoning.

**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 rezones the Project Site, as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Approval, incorporated by this reference, from Single-Family Residential (R1-6L) to Planned Development (PD) to allow construction of five single-family residential houses with outdoor space, landscaping and site improvements on the Project Site.
3. Pursuant to SCCC Code Section 18.112.010, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable in that the existing zoning prescribes a lot area requirement of 6,000 square feet for new parcels, which would be considered incompatible with the typical, 4,000 square foot lots located to the south.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the proposal redevelops an underutilized property and visually improves the Project Site and surrounding neighborhood with physical and financial investment in the construction of modern and aesthetic single-family homes, with parking, site improvements, and landscaping on the Project Site.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change provides very low density residential development in proximity to other single-family residential uses while contributing high quality design and construction of single-family homes to the City's housing stock.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts in that the proposed zone change would allow flexibility in the development standards to maximize the benefits of site design to promote neighborhood compatibility. The proposed project modifies zoning development standards and integrates design elements to achieve a building design and layout that interfaces with the private drive and integrates architecturally with the single-family homes contained within the Planned Development to the south.

4. That based on the findings set forth in this resolution, the MND and the evidence in the City Staff Report, the City Council hereby rezones the Project Site as set forth herein.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

|            |             |
|------------|-------------|
| AYES:      | COUNCILORS: |
| NOES:      | COUNCILORS: |
| ABSENT:    | COUNCILORS: |
| ABSTAINED: | COUNCILORS: |

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Conditions of Approval
2. Development Plans

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO APPROVE A TENTATIVE MAP AT 990  
WREN AVENUE, SANTA CLARA, FOR FIVE  
RESIDENTIAL LOTS**

PLN2014-10384/10385, CEQ2014-01177

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

**WHEREAS**, Ben Engelman, on behalf of Larome Development, Inc. (“Applicant”) applied for a Rezone and Tentative Map in connection with development of a parcel totaling 31,305 square feet located at 990 Wren Avenue, Santa Clara, California (“Project”);

**WHEREAS**, pursuant to Section 17.05.210 of the Code of the City of Santa Clara (“SCCC”), a tentative subdivision map shall be required for all divisions of land into five or more parcels;

**WHEREAS**, on October 7, 2014, the Project Clearance Committee determined that the application was complete and that the proposed tentative map should proceed to the Planning Commission in conformance with Section 17.05.300 of the SCCC as a Tentative Map;

**WHEREAS**, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Tentative Map;

**WHEREAS**, the Planning Commission has reviewed the Tentative Map and conducted a public hearing on April 8, 2015, at which time all interested persons were given an opportunity to provide testimony and the Commission considered all verbal and written evidence;

**WHEREAS**, the proposal is to subdivide the project into five lots as shown on Exhibit “Development Plans”;

**WHEREAS**, on May 1, 2015, notices of the public hearing on the Tentative Map were mailed to all property owners within three hundred (300) feet of the proposed Tentative Map, and on April

29, 2015, notice of the public hearing was published in the Santa Clara Weekly, a newspaper of general circulation;

**WHEREAS**, on January 8, 2015, the City of Santa Clara (“City”) distributed and posted a Notice of Availability of a Mitigated Negative Declaration (MND) for 30-day public review, beginning on January 8, 2015 and concluding February 7, 2015 (“Comment Period”), to the Santa Clara County Clerk’s Office, interested parties, and property owners within 300 feet of the Project Site;

**WHEREAS**, before considering the proposed Tentative Map, the City Council reviewed and considered the information contained in the MND; and

**WHEREAS**, the City Council has reviewed the Tentative Map and conducted a public hearing on May 12, 2015, at which time all interested persons were given an opportunity to provide testimony and the City Council considered all verbal and written evidence.

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

1. That this Resolution incorporates, and by this reference makes a part hereof, that certain Tentative Map, attached hereto as Exhibit “Development Plans”.

2. Tentative Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the City Council finds and determines that:

A. The Tentative Map is consistent with the objectives, policies, general land uses and programs specified in the City’s General Plan, in that the Tentative Map will subdivide the 31,305 square foot project site into five parcels with five residential units under the Very Low Density Residential General Plan land use designation and proposed zoning of Planned Development (PD).

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan in that the Tentative Map is subject to the conditions set forth in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference.

C. The site is physically suitable for the proposed type of development, in that it will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the proposal redevelops an underutilized property and visually improves the Project Site and surrounding neighborhood with physical and financial investment in the construction of a modern and aesthetic single-family residential home project, with parking, site improvements, and landscaping on the Project Site.

D. The site is physically suitable for the proposed intensity of development in that the site is located in an urbanized area and allows for redevelopment consistent with the siting, uses and development similar to the surrounding area.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposal has been analyzed in accordance with the California Environmental Quality Act (CEQA) and all feasible mitigations to reduce potential environmental impacts to less than significant levels are identified and included as part of the Project.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage, in that the Project is located in an urbanized area in conformance with the General Plan and zoning, all services and access to the proposed parcel to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that the Project is designed to avoid encroachment and conflicts with public easements in the site design.

H. The Tentative Map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building construction and practices through site design and construction materials that promote energy conservation and sustainability.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the Tentative Map, substantially in the form on file as shown in Exhibit "Development Plans", subject to the conditions of approval, attached as Exhibit "Conditions of Approval".

4. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES:                      COUNCILORS:

NOES:                      COUNCILORS:

ABSENT:                      COUNCILORS:

ABSTAINED:                      COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:

1. Development Plans
2. Conditions of Approval

## **PROJECT CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended:

### **GENERAL**

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

### **PLANNING AND BUILDING INSPECTION**

- P1. Comply with current codes applicable at the time of submittal for building permit(s).
- P2. Final design review of the dwellings shall be referred to the Architectural Review Committee for consideration.
- P3. The applicant shall provide a landscape concept and tree maintenance/replacement plan for each parcel, subject to approval by the Architectural Review Committee.
- P4. The project shall comply with all mitigation measures as outlined in the Mitigation Monitoring and Reporting Program.

### **ENGINEERING**

- E1. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Engineering Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
- E4. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
- E5. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
- E6. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.
- E7. Minimum on-site private street's width shall be 24', excluding the gutter pan.

- E8. Construct City standard curb ramps on the NW and SW corners of Vireo Avenue/Wren Avenue intersection. Curb ramps shall be per City standard detail ST-14.
- E9. Install W14-2, NO OUTLET, and PRIVATE STREET signs at the beginning of proposed private street, on the east side of Wren Avenue.
- E10. Install Blue raised pavement marker in the proposed cul-de-sac, in front of proposed Fire Hydrant.
- E11. Proposed private street and cul-de-sac shall accommodate fire truck turning radius.
- E12. Obtain County of Santa Clara's approval and permit, if required, for work in or near the County's right-of-way along property's Lawrence Expressway frontage.
- E13. File and record subdivision map to create parcels for proposed development and pay all appropriate fee(s) prior to Building Permit issuance.
- E14. Dedicate on-site easements for new public utilities as required by means of Final Map or approved instrument at time of development.
- E15. Proposed sound wall along Lawrence Expressway design shall take into consideration of the existing 24" City sewer main running parallel to wall and that excavation of existing sewer main will not undermine wall.
- E16. Submit public improvement plans prepared in accordance with City Engineering Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

**ELECTRICAL**

- EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
- EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
- EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL4. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
- EL5. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
- EL6. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).
- EL7. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

- EL8. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.
- EL9. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.
- EL10. Any relocation of existing electric facilities shall be at Developer's expense.
- EL11. Electric Load Increase fees may be applicable.
- EL12. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
- EL13. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).
- EL14. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.
- EL15. Developer advised to modify plan to show customer services running to SVP transformer.
- EL16. Possible clearance issues with soundwall will need to be addressed.

### WATER

- W1. Prior to issuance of Building Permits, the applicant shall submit plans that show required fire hydrants as part of a private system to the satisfaction of the Director of Water & Sewer Utilities.
- W2. Prior to issuance of Building Permits, the applicant shall submit plans for independent water service to each individual parcel connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) shall be served by individual water services.
- W3. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.

- W4. The next submittal must show design drawings on the sound wall with respect to footing, foundation details and the construction procedures to verify the clearance and disturbance with respect to the existing 27" water main
- W5. Developer to pot-hole along the existing 27-inch water main to confirm the location and depth of the water main
- W6. Water department will not approve the public water main to be onsite and hence all the water meters must be designed to be shown at the public right of way at Wren and Vireo.

**FIRE**

- F1. All new residential buildings & all existing residential buildings expanded to more than 3,600 square feet shall be provided with an automatic fire sprinkler system. This will require a separate permit directly with SCFD (SCMFEC).
- F2. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building.
- F3. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13 ½-foot vertical clearances and have a minimum 36-foot inside turning radius.
- F4. Dead-end fire apparatus access roads that exceed 150-feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).
- F5. Fire apparatus access roads shall be designed and maintained to support imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities (2013 CFC, 503.2.3).
- F6. **Automatic fire sprinkler systems will be required (deferred Fire permit).** At time of building permit application, state on the title sheet what type of sprinkler system will be required (NFPA 13 or 13R). If a sprinkler system is used for increases in height/stories/area allowable, etc., it shall be a NFPA 13 system.
- F7. **For R-3 occupancies (single family homes) the installation of a 13D system shall meet the following configuration:** Where a common supply main is used to supply both domestic and sprinkler systems, a single control valve located in the water meter pit shall be provided to shut off both the domestic and sprinkler systems, and a separate shutoff valve shall be provided for the domestic system only (2013 NFPA 13D, 7.1). **NOTE:** A separate sprinkler control valve **shall not** be installed since monitoring is not required for a 13D system.
- F8. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with 2014 CBC Section 907.2.11.2.
- F9. In all **newly** constructed Group R occupancies located in a building containing a fuel-burning applicant or a building that has an attached garage shall be equipped with single station carbon monoxide alarms. The carbon monoxide alarms shall be listed as complying with UL 2034 and shall be install and maintained in accordance with NFPA 720 and the manufacturer's instructions. An open parking garage, as defined in the CBC, or an enclosed parking garage ventilated in accordance with the CMC shall not be deemed to be an attached garage (2014 CBC 420.6).

Exceptions:

- a. The sleeping unit or dwelling unit is located more than one story above or below any story that contains a fuel-burning appliance or an attached garage

**AND**

- b. The sleeping unit or dwelling unit is not connected by duct work or ventilation shafts to any room containing a fuel-burning appliance or to an attached garage; **AND**
  - c. The building is equipped with a common area carbon monoxide detection system that includes all enclosed common area spaces.  
**NOTE:** *Carbon monoxide detection systems that include carbon monoxide detectors and audible notification appliances installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720 shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075.*
- F10. In newly constructed Group R occupancies carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnection switch other than as required for overcurrent protection (2014 CBC 420.6.1.2). **Exceptions:**
- a. Where there is no commercial power supply, the carbon monoxide alarm may be solely battery operated.
  - b. Other power sources recognized for use by NFPA 720.
- F11. In newly constructed Group R occupancies where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit (2014 CBC 420.6.1.3).
- F12. In newly constructed Group R occupancies carbon monoxide alarms shall be install and maintained in the flowing locations (2014 CBC 420.6.1.4): 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). 2. On every level of a dwelling unit including basements. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. **NOTE: It is recommended to install “multi-purpose alarms” – Carbon monoxide alarms combined with smoke alarms that are listed and approved by the Office of the State Fire Marshal.**
- F13. Rubbish containers: Containers that are 1.5 cubic yards (40.5 cubic feet) or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, property lines or combustible roof eave lines unless protected by approved fire sprinklers (CFC 304.3.3). Exceptions may apply. If a roof over the trash enclosure is to be provided, then it shall be of non-combustible construction.
- F14. **At the time of permit application, submit** a construction “**Fire Safety Plan**” to the Fire Department for review and approval. The “Fire Safety Plan” shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and “NO SMOKING” signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See “Standards for Construction site fire Safety” handout or website at [www.unidocs.org/fire](http://www.unidocs.org/fire)
- F15. **At the time of Building Permit application, submit** Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for fire department review and approval.

- F16. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a FD approved all-weather driving surface.
- F17. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.
- F18. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.
- F19. During construction of a building and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.
- F20. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point source issues on construction sites. (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at [www.waterboards.ca.gov/stormwtr/index.html](http://www.waterboards.ca.gov/stormwtr/index.html).
- F21. Internal-combustion-powered construction equipment shall be used as follows; (a) Equipment shall not be refueled while in operation, (b) Exhausts shall be piped to the outside of the building.

**STREET**

- ST1. Submit C.3 Stormwater Management Plan calculations at the time of building permit submittal.
- ST2. Prepare a solid waste collection plan according to the solid waste enclosure guidelines (provided by Street Dept). For single family side load trucks, minimum outside turning radius is 38 feet. Plans can be submitted to Street Department to be revised by with the hauler.

**MITIGATION MONITORING OR REPORTING PROGRAM**

**990 WREN AVENUE  
RESIDENTIAL PROJECT**

**CITY OF SANTA CLARA**

**January 2015**

# P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Initial Study (IS) concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the IS concluded that the impacts from implementation of the project would be less than significant.

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact   | Mitigation   | Timeframe for Implementation                     | Responsibility for Implementation | Oversight of Implementation                |
|--|--|--|-----------------------------------|--|
| <b>AIR QUALITY</b>   |  |  |                                   |  |
| <p><b>Impact AIR-1:</b> Construction activities would generate dust and other particulate matter that could impact adjacent and nearby residents.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM AIR 1-1:</b> All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</p> <p><b>MM AIR 1-2:</b> All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</p> <p><b>MM AIR 1-3:</b> All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</p> <p><b>MM AIR 1-4:</b> All vehicle speeds on unpaved roads shall be limited to 15 mph.</p> <p><b>MM AIR 1-5:</b> All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible after grading to minimize dirt and soil exposure. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</p> <p><b>MM AIR 1-6:</b> Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points.</p> | <p>All Phases of Construction and Demolition</p> | <p>Project Applicant</p>          | <p>Director of Planning and Inspection</p> |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact  | Mitigation   | Timeframe for Implementation              | Responsibility for Implementation | Oversight of Implementation         |
|---|--|---|-----------------------------------|-------------------------------------|
| <b>AIR QUALITY</b> <i>Continued</i>   |  |   |                                   |                                     |
| See Previous Page   | <p><b>MM AIR 1-7:</b> All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</p> <p><b>MM AIR 1-8:</b> Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page                         | See Previous Page                 | See Previous Page                   |
| <p><b>Impact AIR-2:</b> Construction activities using commonly available equipment assumed in the modeling for the health risk assessment would generate emissions of TACs and DPM that could impact adjacent and nearby residents.</p> | <p><b>MM AIR 2-1:</b> All mobile diesel-powered off-road equipment larger than 50 horsepower and operating on-site for more than two days continuously shall meet the US EPA particulate matter emissions standards for Tier 2 engines.</p> <p><b>MM AIR 2-2:</b> Minimize the number of hours that equipment will operate, including the use of idling restrictions (e.g., five minutes).</p>   | All Phases of Construction and Demolition | Project Applicant                 | Director of Planning and Inspection |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact   | Mitigation   | Timeframe for Implementation                   | Responsibility for Implementation | Oversight of Implementation  |
|--|--|--|-----------------------------------|--|
| <b>AIR QUALITY</b> <i>Continued</i>  |  |  |                                   |  |
| <b>(Significant Impact)</b>  | <p>Alternatively, the construction contractor could use other measures to minimize construction period DPM emissions to reduce the predicted cancer risk below the thresholds. Such measures may be the use of alternative powered equipment (e.g., LPG-powered lifts), alternative fuels (e.g., biofuels), added exhaust devices, or a combination of measures, provided that these measures are included in a final emission reduction plan. The plan shall be submitted to the Director of Planning and Inspection for approval prior to issuance of demolition and grading permits and demonstrate the reduction of community risk impacts to a less than significant level.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page                              | See Previous Page                 | See Previous Page  |
| <b>BIOLOGICAL RESOURCES</b>  |  |  |                                   |  |
| <p><b>Impact BIO-1:</b> Construction activities associated with the proposed project could result in the loss of fertile eggs, nesting raptors or other migratory birds, or nest abandonment.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM BIO 1-1:</b> Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February 1 through August 31.</p> <p><b>MM BIO 1-2:</b> If it is not possible to schedule demolition and construction between September and January, pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of</p>  | Pre-construction, Demolition, and Construction | Project Applicant                 | <p>Director of Planning and Inspection</p> <p>California Department of Fish and Wildlife</p> |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact  | Mitigation   | Timeframe for Implementation                   | Responsibility for Implementation | Oversight of Implementation  |
|---|--|--|-----------------------------------|--|
| <b>BIOLOGICAL RESOURCES</b> <i>Continued</i>  |  |  |                                   |  |
| See Previous Page   | <p>construction activities during the early part of the breeding season (February 1 through April 30) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May 1 through August 31). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with California Department of Fish and Wildlife, will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure that raptor or migratory bird nests will not be disturbed during project construction.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page                              | See Previous Page                 | See Previous Page  |
| <p><b>Impact BIO-2:</b> Construction activities associated with the proposed project could result in the loss of individual bats and bat roosts.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM BIO 2-1:</b> Pre-construction bat surveys shall be completed by a qualified biologist prior to vegetation removal or any construction related activity. A minimum of one survey shall be completed no more than 14 days prior to the initiation of construction activities. If no bats are observed roosting in the buildings, structures, and mature trees on-site, then results of the survey will be submitted to the City of Santa Clara Director of Planning and Inspection and no further action is required.</p>   | Pre-construction, Demolition, and Construction | Project Applicant                 | <p>Director of Planning and Inspection</p> <p>California Department of Fish and Wildlife</p> |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact  | Mitigation   | Timeframe for Implementation | Responsibility for Implementation | Oversight of Implementation   |
|---|--|------------------------------|-----------------------------------|---|
| <b>BIOLOGICAL RESOURCES</b> <i>Continued</i>  |  |                              |                                   |   |
| See Previous Page   | <p><b>MM BIO 2-2:</b> If a non-breeding bat colony is found, the individuals shall be humanely evicted prior to demolition and under the direction of the qualified biologist to ensure direct impacts would not occur to any bats as a result of project-related activities. If a maternity colony is detected on the project site, then a construction-free buffer will be established around the colony and remain in place until it has been determined a qualified biologist that the nursery is no longer active. Results of the survey shall be submitted to the City of Santa Clara Director of Planning and Inspection.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page            | See Previous Page                 | See Previous Page   |
| <b>CULTURAL RESOURCES</b>   |  |                              |                                   |   |
| <p><b>Impact CUL-1:</b> Subsurface cultural resources could be uncovered during demolition/construction of the proposed project.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM CUL-1.1:</b> A qualified archaeologist will be on-site to inspect the native soil after the demolition of the existing residence and associated hardscape and to monitor the initial excavation activities. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on site, no additional monitoring will be required.</p>  | Construction Excavation      | Project Applicant                 | <p>Director of Planning and Inspection</p> <p>Native American Heritage Commission (for human remains)</p> |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| <b>Impact</b>     | <b>Mitigation</b>   | <b>Timeframe for Implementation</b> | <b>Responsibility for Implementation</b> | <b>Oversight of Implementation</b> |
|-------------------|---|-------------------------------------|--|------------------------------------|
| See Previous Page | <p><b>MM CUL-1.2:</b> In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits. Recommendations could include collection, recordation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection.</p> <p><b>MM CUL-1.3:</b> In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page                   | See Previous Page                        | See Previous Page                  |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact   | Mitigation  | Timeframe for Implementation  | Responsibility for Implementation | Oversight of Implementation   |
|--|---|---|-----------------------------------|---|
| <b>HAZARDOUS MATERIALS</b>   |   |   |                                   |   |
| <p><b>Impact HAZ-1:</b><br/>Implementation of the proposed project could expose construction workers and future residents to contaminated soil.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM HAZ-1.1:</b> As pesticide contaminated soils were found on the site in concentrations above established thresholds (e.g., Regional Water Quality Control Board ESLs for unrestricted residential use), regulatory oversight shall be initiated and a Site Management Plan (SMP) will be prepared and implemented (as outlined below). Regulatory oversight may be provided by the Santa Clara County Department of Environmental Health (SCCDEH), the Regional Water Quality Board (RWQCB) or DTSC. These agencies may also require additional site investigation to fully delineate the extent of contaminants of concern at the site. The potential risks to human health shall be reduced either by remediation of contaminated soils (e.g., excavation and off-site disposal) and/or implementation of engineering and institutional controls (e.g., soil capping and deed restrictions/notices) to ensure that any potential added health risks to construction workers, maintenance and utility workers, residents, and the general public as a result of potential hazardous materials contamination are reduced to acceptable levels, as required by a regulatory oversight agency.</p> <p>Any contaminated soils removed shall be disposed of according to the California Hazardous Waste Regulations. Contaminated soil shall be handled by trained personnel using appropriate protective equipment and engineering and dust controls, in accordance with local, State, and Federal laws. The contaminated soil to be removed from the site shall</p> | <p>Pre-construction (Prior to Issuance of Grading Permits) and Construction</p> | <p>Project Applicant</p>          | <p>Director of Planning and Inspection</p> <p>Santa Clara Fire Department</p> <p>Santa Clara County Environmental Health Department</p> <p>Regional Water Quality Control Board</p> <p>Department of Toxic Substances Control</p> |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact                                      | Mitigation  | Timeframe for Implementation | Responsibility for Implementation | Oversight of Implementation |
|---|---|------------------------------|-----------------------------------|-----------------------------|
| <b>HAZARDOUS MATERIALS <i>Continued</i></b> |   |                              |                                   |                             |
| See Previous Page                           | <p>be hauled off-site and disposed of at a licensed hazardous materials disposal site.</p> <p>Institutional and engineering controls employed on the site may include placement of new fill, pavement, or buildings over contaminated soils and/or adoption of deed restrictions.</p> <p>An SMP will be prepared to establish management practices for handling impacted soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil is encountered during construction; on-site soil reuse guidelines based on the California RWQCB, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil requiring disposal at an appropriate off-site waste disposal facility; a dust control plan; and soil stockpiling protocols. Prior to issuance of grading permits, a copy of the SMP must be approved by the SCCEHD, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.</p> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | See Previous Page            | See Previous Page                 | See Previous Page           |

**MITIGATION MONITORING OR REPORTING PROGRAM  
990 WREN AVENUE RESIDENTIAL PROJECT**

| Impact   | Mitigation  | Timeframe for Implementation | Responsibility for Implementation | Oversight of Implementation         |
|--|---|------------------------------|-----------------------------------|-------------------------------------|
| <b>NOISE</b>   |   |                              |                                   |                                     |
| <p><b>Impact NOI-1:</b><br/>Implementation of the proposed project could expose future residents near Lawrence Expressway to interior noise levels in excess of the 45 dBA L<sub>dn</sub> threshold for City and State standards for residential development.</p> <p><b>(Significant Impact)</b></p> | <p><b>MM NOI-1.1:</b> A noise barrier wall extending at least 40 feet along the eastern boundary from the southeast corner of the project site shall be installed. The barrier wall would be 10 feet above grade of Lawrence Expressway and 12 feet above grade of the residential development. The wall would attenuate between eight and 13 dBA from the traffic noise levels.</p> <ul style="list-style-type: none"> <li>• Building materials for the noise barrier shall meet requirement in the project-specific acoustical analysis including: solid building material with a density of at least two pounds per sf such as a half-inch thick wood, half-inch outdoor plywood, 16 gauge steel sheet, and masonry units. A final noise analysis shall be submitted to the City, along with the building plans. The analysis and study shall be approved prior to issuance of a building permit.</li> </ul> <p><b>(Less Than Significant Impact with Mitigation Measures Incorporated in the Project)</b></p> | Construction                 | Project Applicant                 | Director of Planning and Inspection |

**SOURCE:** City of Santa Clara, 990 Wren Avenue Residential Project Initial Study, December 2014.

Planning Commission Draft Excerpt Minutes of April 8, 2015

**8.B. File No.:** **PLN2014-10384, PLN2014-10385, CEQ2014-01177**  
**Location:** 990 Wren Avenue, a 31,305 square-foot project site to the north of the intersection of Wren Avenue and Vireo Avenue, (APN: 313-31-003); property is zoned R1-6L (Single-Family Residential)  
**Applicant/Owner:** Ben Engelman  
**Request:** **Rezone** from R1-6L (Single-Family Residential) to PD (Planned Development) and a **Tentative Subdivision Map** to create five lots  
**CEQA Determination:** Initial Study/Mitigated Negative Declaration  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** **Recommend Approval, subject to conditions**

**Notice:** Notice for Item 8.B. was posted and mailed to residents within 300 feet of the project site.

**Discussion:** Shaun Lacey gave a brief presentation on the project and clarified that the staff recommendation was for approval, not continue for redesign.

The Commission inquired about the setbacks that were revised from the previous proposal and confirmed that the revised proposal included two new guest parking spaces.

Ben Engelman, applicant, gave a brief presentation on the revised proposal, highlighting the redesign to lots two and three that increased setbacks, added guest parking spaces, overhead garage storage, addition of pervious pavers, and revised tree removal plan per the water district's request.

The Commission confirmed that the private street would be managed by a Home Owners Association.

The Public Hearing was opened.

Prafulkumar Bhatt, neighboring resident, stated that he appreciates the Commission's effort to enhance the project and is in favor of the revised plan.

Aleeah Nino, neighboring resident, inquired if fire and garbage services would have adequate access to provide services given the road's smaller size. It was confirmed that the Fire Department had reviewed the road and found no issue with serviceability and that the HOA for the property would work out the details of garbage service with Mission Trails.

Mike Sherman, neighboring resident, indicated that the grade between the project site and the existing homes has a two foot differential that adds additional privacy benefit to the six-foot fence as proposed.

The Public Hearing was closed.

The Commission noted that a majority of the concerns presented at the previous Planning Commission meeting had been addressed and that the project had been sufficiently improved as a result.

Planning Commission Draft Excerpt Minutes of April 8, 2015

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council adopt the Mitigated Negative Declaration for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council approve a rezone from R1-6L (Single-Family Residential) to PD (Planned Development) for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council approve a Tentative Subdivision Map for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

# Planning Commission STAFF REPORT

Meeting Date: 04/08/2015

Agenda Item # 8.B.



Planning and Inspection Department  
City of Santa Clara, California



**File No.(s):** PLN2014-10384/10385 and CEQ2014-01177  
**Location:** 990 Wren Avenue, APN 313-31-003  
**Applicant/Owner:** Ben Engelman  
**Subject:** Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and Tentative Map to allow the construction of five single-family residential homes on five lots  
**CEQA Determination:** Initial Study/Mitigated Negative Declaration  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II

## EXECUTIVE SUMMARY:

The applicant requests to rezone the property from R1-6L (Single-Family Residential) to PD (Planned Development) and to subdivide the property into five new lots in order to construct five new single-family homes.

## Project Data

|                                 | Existing                          | Proposed                 |
|---------------------------------|-----------------------------------|--------------------------|
| <b>General Plan Designation</b> | Very Low Density Residential      | Same                     |
| <b>Zoning District</b>          | R1-6L (Single-Family Residential) | PD (Planned Development) |
| <b>Land Use</b>                 | Single-Family Residential         | Same                     |
| <b>Lot Size</b>                 | 31,305 square feet                | 3,839-5,936 square feet  |
| <b>Lot Coverage</b>             | 11 percent                        | 30-44 percent            |
| <b>Building Square Footage</b>  | 3,534 square feet                 | 2,900-3,274 square feet  |
| <b>Parking</b>                  | Two                               | Two spaces per unit      |

## Project Analysis

**Background:** The project was reviewed by the Planning Commission at their February 11, 2015 meeting. Following comment from members of the public and a discussion, the project was continued subject to the following direction:

- Provide a 15-foot setback from properties to the south;
- Provide an area dedicated to guest parking;
- Provide a wider street width and cul-de-sac;
- Protect the mature, healthy trees on the site; and
- Provide a broader setback to the creek bank.

The meeting minutes and staff report from the February 11, 2015 Planning Commission meeting are attached for reference.

**Project Description:** The applicant worked with staff and the Santa Clara Valley Water District on modifications to the original site layout and design concept. The buildings were shifted further away from

Planning Commission Staff Report

Subject: 990 Wren Avenue Rezone and Tentative Map

Meeting Date: April 8, 2015

Page 2

Calabazas Creek, resulting in a setback that ranges from 22 to 25 feet from the top of creek bank (excluding the porch). The rear yard setback of the buildings on lots two and three were adjusted from nine to 15 feet from properties to the south. The house on lot one remained unchanged; however, the technical rear yard functions as a side yard and provides an appropriate side yard setback (six feet) from the property to the south. A portion of the private drive was widened to accommodate two guest parking spaces in front of lots one and two.

The radius of the cul-de-sac remains unchanged and substandard to the typical 35-foot radius; however, since the road and cul-de-sac is designated to be privately-maintained and not a public street, the minimum roadway standards prescribed by the City do not apply. The City's Fire Department has reviewed and accepted the cul-de-sac design as proposed.

The project maintains the proposal to remove the great majority of on-site trees. Trees located along the creek bank will remain, and a condition was added to work with staff on an appropriate tree replacement plan, which shall be reviewed by the Architectural Review Committee.

The applicant and staff met with the Water District to discuss the details of the project. Following that discussion, the Water District maintained its original recommendation and policy of providing a 35-foot buffer from the top of creek bank to structures for the purpose of minimizing grading and landscaping impacts associated with the project. Since the project does not include any work within Calabazas Creek (where the Water District maintains permitting control), the Water District's recommendation of providing a 35-foot setback is not a requirement, but has been forwarded to the Commission for consideration.

***Environmental Determination:*** An Initial Study and Mitigated Negative Declaration (MND) was prepared by environmental consultants David J. Powers & Associates, Inc. The MND identifies mitigation measures for potential Air Quality, Biological, Cultural, Noise and Hazardous Materials impacts associated with the project. No significant impacts will occur as a result of the project, subject to the on-going implementation of the mitigation measures as outlined in the MND. A condition of approval was added that the applicant comply with these mitigation measures.

***General Plan and Zoning Conformance:*** The General Plan encourages residential projects to maintain the character of existing neighborhoods and to promote orderly and compatible development in scale with the built environment. The project is designed to a permissible density range within the Very Low Density Residential land use designation (7 dwelling units per acre). The siting of the homes throughout the subdivision has been appropriately adjusted to maintain setback compatibility with other homes in the immediate vicinity. The project also provides a compatible architectural style in relation to other nearby homes.

The PD zoning district is intended to accommodate development that is compatible with the community, utilizing creative planning and design concepts, and integrating uses that would otherwise be restricted within other zoning districts. The project proposes a single-family residential project across five lots, which is appropriate for other single-family homes in the area. In conjunction with that request, the developer proposes a financial contribution to Laurelwood Elementary School of approximately \$17,500.

***Circulation and Parking:*** As noted above, access to each property is served by a private road that terminates at a cul-de-sac. The project proposes two covered parking spaces for each residence, for a total of 10 covered

spaces. Two additional guest parking spaces are also provided along the private drive. The proposed parking complies with the typical single-family residential parking standard of providing two covered spaces for each residence.

**Architecture and Site Plan:** The project proposes a two-story house on each lot. Each building utilizes a formal entry, hipped and gable roofs, rectangular windows and a customary two-car garage. Stucco siding and tile roofing is used on each residence. Additional design details include decorative planter boxes, corbels, wood brackets and decorative shutters. The height of each home is approximately 28 feet. Staff added a condition to refer the final design details to the Architectural Review Committee for consideration.

**Landscaping:** The project proposes to remove the majority of the trees on the property (30 of the 51 listed), including those along the creek bank, as they conflict with the proposed location of the buildings, utilities and hardscape improvements. A condition was added that the applicant work with staff to retain as many existing healthy trees on the property as deemed reasonable. The arborist report for the project is attached for reference.

#### **Public Contact**

**Public Notices and Comments:** A notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site.

Neighborhood outreach was conducted by the applicant on Tuesday, January 6, 2015 at the City Library. At that meeting, four neighbors attended and expressed concern about the possible privacy impacts associated with the project. The applicant worked with staff to minimize the potential for unreasonable privacy impacts from the second floor of the homes. Design and privacy considerations will be reviewed by the Architectural Review Committee upon approval of the Rezone and Tentative Map.

#### **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

As modified, the project substantially meets the direction of the Planning Commission and is compatible with the nearby PD to the south with respect to the similar lot sizes and building areas proposed. The financial contribution of approximately \$17,500 to Laurelwood Elementary School helps provide a community benefit to the proposed project.

#### **RECOMMENDATION:**

That the Planning Commission adopt resolutions for the project located at 990 Wren Avenue recommending that the City Council:

- 1) Approve the Mitigated Negative Declaration for five dwelling units;
- 2) Approve a Rezone from R1-6L (Single-Family Residential) to PD (Planned Development); and
- 3) Approve a Tentative Map for five residential lots.

#### ***Documents Related to this Report:***

- 1) *Planning Commission MND Resolution*
- 2) *Planning Commission Rezone Resolution*
- 3) *Planning Commission Tentative Map Resolution*
- 4) *Planning Commission Meeting Minutes Dated February 11, 2015*
- 5) *Planning Commission Staff Report Dated February 11, 2015*
- 6) *Conditions of Approval*
- 7) *Mitigated Negative Declaration (previously distributed)*
- 8) *Mitigation Monitoring and Reporting Program*
- 9) *Arborist Report*
- 10) *Development Plans*

## Planning Commission Excerpt Minutes of February 11, 2015

**8.A. File No.:** **PLN2014-10384, PLN2014-10385, CEQ2014-01177**  
**Location:** 990 Wren Avenue, a 31,305 square-foot project site to the north of the intersection of Wren Avenue and Vireo Avenue, (APN: 313-31-003); property is zoned R1-6L (Single-Family Residential)  
**Applicant/Owner:** Ben Engelman  
**Request:** **Rezone** from R1-6L (Single-Family Residential) to PD (Planned Development) and a **Tentative Subdivision Map** to create five lots  
**CEQA Determination:** Initial Study/Mitigated Negative Declaration  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** **Continue for redesign**

**Notice:** Notice for Item 8.A. was published in the Santa Clara Weekly as well as posted and mailed to residents within 300 feet of the project site.

**Discussion:** Shaun Lacey gave a brief presentation on the project.

The Commission expressed concern about the size of the road included in the proposal. Staff noted that the Fire Department accepted the project design, despite it not being a standard size. It was further noted that as a private road, the City could not enforce the vehicle code for the road.

The Commission inquired about the setbacks for the existing neighbors, as well as the average lot size in the neighborhood. Staff confirmed that the setback is approximately 15 feet in the rear yard and that the lot sizes vary with an average of roughly 4,000 square feet.

Ben Engelman, applicant, noted that he had a pre-application meeting with City Staff where it was said that the size of the project site may support five units and that the road would need to be privately owned and maintained. Mr. Engelman added that the Fire Department approved the plans with the narrow road, the road would not allow street parking, and that the cul-de-sac design allows garbage trucks to turn around. The density and design is comparable to the existing neighborhood and privacy concerns were addressed through the site design. Mr. Engleman added that many of the trees on the site are in poor health and will be replaced in accordance with the tree replacement plan. It was also noted that the project site is restricted by an easement for the creek.

The Commission inquired about the easement requirements and the letter issued by the Santa Clara Valley Water District. The applicant stated that the Water District had previously not requested the larger easement that is being requested in the letter. The applicant noted that to meet the Water District's new request, a redesign of the project would be needed.

The Commission noted that the garage sizes might not realistically fit two vehicles and requested that the applicant increase the garage size and consider installation of overhead storage. The Commission also expressed concern for the lack of guest parking in the project design, especially given that street parking would be prohibited.

The Public Hearing was opened.

Mike Sherman, neighboring resident, expressed concern about the setbacks of the project and the construction noise, requesting that any available noise abatements be implemented.

## Planning Commission Excerpt Minutes of February 11, 2015

Prafulkumar Bhatt, neighboring resident, stated that the project site is an odd size and shape, and that the proposed road is too narrow with not enough parking in the project as a whole. Mr. Bhatt further noted that while some of the privacy concerns have been addressed through the project design, there will still be significant impacts on the properties that border the project site.

Kevin Park, Santa Clara resident, stated that he likes the idea of an infill project, but not with Planned Development (PD) zoning as it waives setback, parking, and general design requirements. Mr. Park objected to the narrow street, requested five parking spaces per home, and expressed concern for the impacts this development would have on the existing neighbors

A neighboring resident expressed concern that the natural habitat that exists on the project site might create pest and rodent problems with development of the site.

In a rebuttal statement, the applicant stated that a lot of effort was made through design and landscape screening to address privacy. Mr. Engelman noted that the existing zoning, R1-6L, allows higher density than what is proposed. Mr. Engelman added that rodent problems will be prevented through a construction management plan.

The Public Hearing was closed.

The Commission clarified that the tree replacements would be sized between 24-36 inch box specimens.

The Commission expressed concern for the proposed setbacks, lack of guest parking, lack of sidewalks, and number of planned tree replacements. It was suggested that the applicant consider reducing the size of the homes to achieve a better project design. It was further noted that with the restrictions of the site caused by the lot shape, size, and easement requirements, the project site may not be able to accommodate as many homes as is being proposed, despite what the Zoning and General Plan may allow. The Commission deliberated on the size of the garages, noting that homes with four bedrooms typically have a need for more parking and may benefit from a three-car garage.

The Commission clarified that the size of the development does not allow standard public benefits and that funding is being provided to the local elementary school to provide benefit to the community.

The Commission requested that the applicant review the letter from the Santa Clara Valley Water District dated February 9, 2015, and address the requests in said letter.

**Motion/Action:** The Commission unanimously motioned to continue the project located at 990 Wren Avenue with direction to the applicant to redesign the project (7-0-0-0).

# Planning Commission STAFF REPORT

Meeting Date: 02/11/2015

Agenda Item # 8.A.



Planning and Inspection Department  
City of Santa Clara, California



**File No.(s):** PLN2014-10384/10385 and CEQ2014-01177  
**Location:** 990 Wren Avenue, APN 313-31-003  
**Applicant/Owner:** Ben Engelman  
**Subject:** Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and Tentative Map to allow the construction of five single-family residential homes on five lots  
**CEQA Determination:** Initial Study/Mitigated Negative Declaration  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II

**EXECUTIVE SUMMARY:**

The applicant requests to rezone the property from R1-6L (Single-Family Residential) to PD (Planned Development) and to subdivide the property into five new lots in order to construct five new single-family homes.

**Project Data**

|                                 | Existing                          | Proposed                 |
|---------------------------------|-----------------------------------|--------------------------|
| <b>General Plan Designation</b> | Very Low Density Residential      | Same                     |
| <b>Zoning District</b>          | R1-6L (Single-Family Residential) | PD (Planned Development) |
| <b>Land Use</b>                 | Single-Family Residential         | Same                     |
| <b>Lot Size</b>                 | 31,305 square feet                | 4,319-5,219 square feet  |
| <b>Lot Coverage</b>             | 11 percent                        | 36-42 percent            |
| <b>Building Square Footage</b>  | 3,534 square feet                 | 3,057-3,187 square feet  |
| <b>Parking</b>                  | Two                               | Two spaces per unit      |

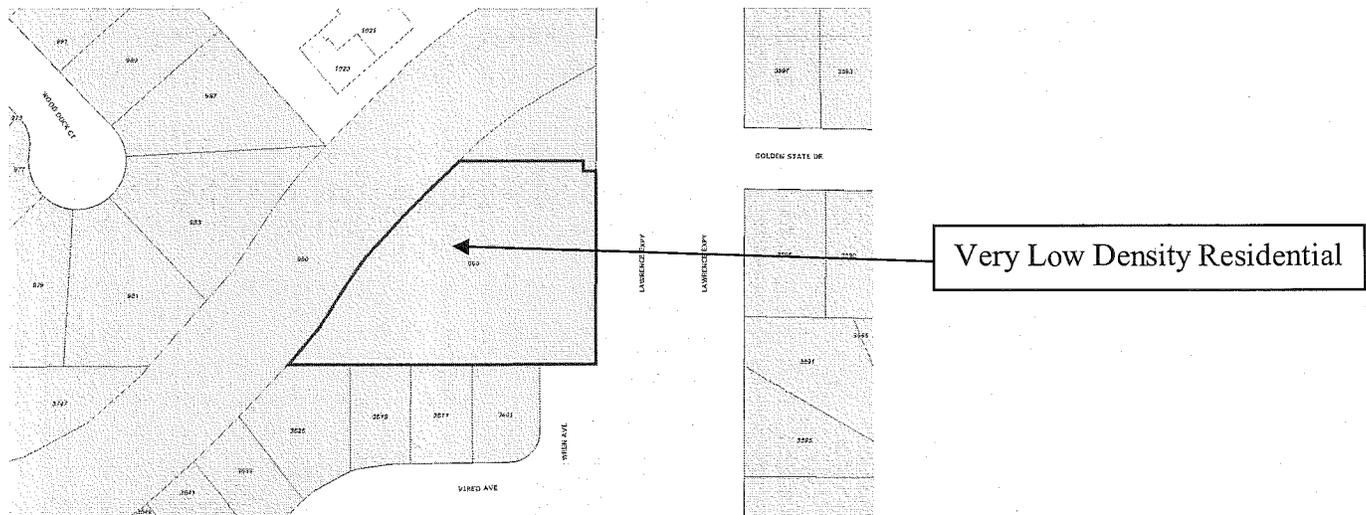
**Site Location and Context**

The property is located on the west side of Lawrence Expressway adjacent to Calabazas Creek, just to the north of the intersection of Wren Avenue and Vireo Avenue. The site is a triangular lot that backs up to a City-owned well site to the north and single-family residential homes to the south. A Planned Development (PD) consisting of 91 lots (each approximately 4,000 square feet in area) was developed by Citation Homes in the early 1990s just south of the subject property. Homes throughout that PD are single-family and predominantly two stories with similar setbacks, scale, size and massing. Homes in this neighborhood range from approximately 1,850 to 2,600 square feet in building area. Properties throughout the area are generally rectangular in shape, except for the subject property which is triangular in shape. The landscape is varied with no distinct street tree pattern.

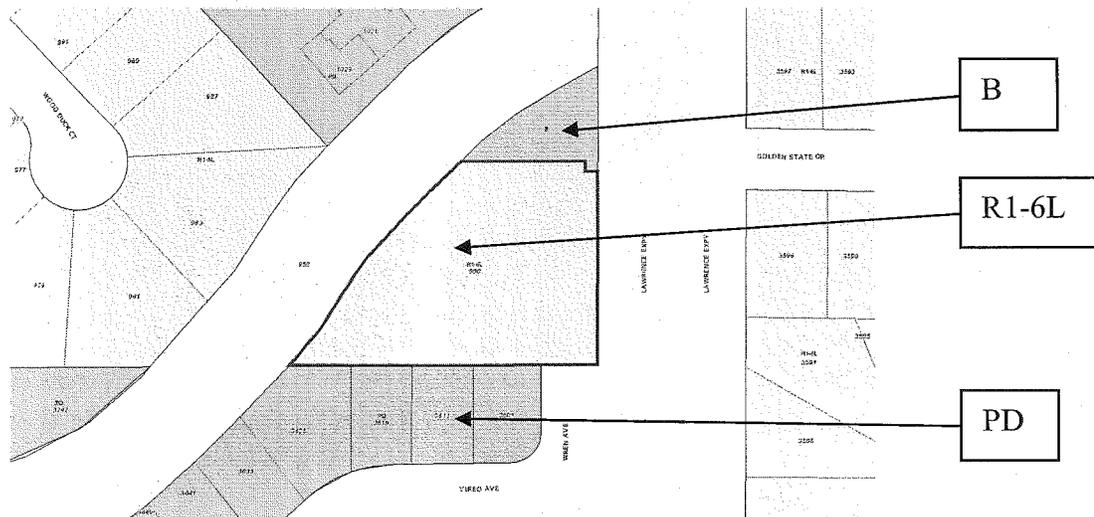
The project site and neighboring properties in the immediate vicinity have a General Plan land use designation of Very Low Density Residential. This designation is intended for residential densities up to 10 units per acre. The project site and lots to the west are zoned R1-6L (Single-Family Residential). The well

site to the north of the property is zoned B (Public/Quasi Public), while properties to the south belong to the Citation Homes PD.

**General Plan Map**



**Zoning Map**



**Project Analysis**

**Project Description:** The project proposes to subdivide the lot into five parcels and construct five new single-family homes. The site layout consists of a cul-de-sac that would be served by a private street extending from Wren Avenue. A sound wall running along the east property line would be extended along Wren Avenue to mitigate noise impacts and maintain privacy from Lawrence Expressway. Each lot ranges from 4,319 to 5,219 square feet in area. The homes range from 3,057 square feet to 3,187 square feet in area

(including garages). The minimum lot size for a typical single-family residential lot, as prescribed in the R1-6L zoning regulations, is 6,000 square feet. Since the project proposes lot sizes of less than 6,000 square feet in area, the applicant has filed a request to rezone the property from R1-6L (Single-Family Residential) to PD (Planned Development).

***Environmental Determination:*** An Initial Study and Mitigated Negative Declaration (MND) was prepared by environmental consultants David J. Powers & Associates, Inc. The MND identifies mitigation measures for potential Air Quality, Biological, Cultural, Noise and Hazardous Materials impacts associated with the project. No significant impacts will occur as a result of the project, subject to the on-going implementation of the mitigation measures as outlined in the MND. A condition of approval was added that the applicant comply with these mitigation measures.

***General Plan and Zoning Conformance:*** The General Plan encourages residential projects to maintain the character of existing neighborhoods and to promote orderly and compatible development in scale with the built environment. Although the project is designed to a permissible density range within the Very Low Density Residential land use designation (7 dwelling units per acre), the siting of the homes throughout the subdivision differ significantly from homes in the immediate vicinity. Where the setbacks of homes to the south provide a consistent and minimum distance of 15 feet for the front and rear yards, the project proposes minimal setbacks for light and air. These setbacks range from four to 19 feet along the front yard, and six to 14 feet along the rear yard. The private road accessing the subdivision proposes a narrow street width of 24 feet (including the rolled curb) and a 27-foot turnaround throughout the cul-de-sac. Comparatively, the street width for the PD to the south of the lot is 32 feet from curb to curb. By Code, the minimum turnaround for a cul-de-sac is 35 feet.

The PD zoning district is intended to accommodate development that is compatible with the community, utilizing creative planning and design concepts, and integrating uses that would otherwise be restricted within other zoning districts. The project proposes a single-family residential project across five lots, which is appropriate for other single-family homes in the area. In conjunction with that request, the developer proposes a financial contribution to Laurelwood Elementary School in the region of \$17,500. However, in order to serve the site, the project proposes a substandard street width and a shortened cul-de-sac turnaround. Furthermore, the setbacks of the buildings are not consistent with other homes nearby, which create an unusual building orientation throughout the development.

***Circulation and Parking:*** As noted above, access to each property is served by a narrowed private road that terminates at a substandard cul-de-sac. The project proposes two covered parking spaces for each residence, for a total of 10 covered spaces. The proposed parking complies with the typical single-family residential parking standard of providing two covered spaces for each residence.

***Architecture and Site Plan:*** The project proposes a two-story house on each lot. The setbacks vary on each lot, ranging from four to 19 feet in the front yard, six to 14 feet in the rear yard, and five to 10 feet on the side yards. Architecturally, the project maintains a compatible design concept in relation to other homes in the area. Each building utilizes a formal entry, hipped and gable roofs, rectangular windows and a customary two-car garage. Stucco siding and tile roofing is used on each residence. Additional design details include decorative planter boxes, corbels, wood brackets and decorative shutters. The height of each home is approximately 27 feet. Staff added a condition to refer the final design details to the Architectural Review Committee for consideration.

**Landscaping:** The existing lot has a robust and natural vegetative setting. Several large trees are located along the creek bank that provides a riparian corridor to Calabazas Creek. The project proposes to remove the majority of the trees on the property (30 of the 51 listed), including those along the creek bank, as they conflict with the proposed location of the buildings, utilities and hardscape improvements. Despite the inclusion of a landscape plan throughout the perimeter of the site, staff has a concern that the project does not adequately protect, nor balance the loss of, the healthy native trees throughout the property. Should the project be approved, a condition was added that the applicant work with staff to retain as many existing healthy trees on the property as deemed reasonable. The arborist report for the project is attached for reference.

### **Public Contact**

**Public Notices and Comments:** A notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site.

Neighborhood outreach was conducted by the applicant on Tuesday, January 6 at the City Library. At that meeting, four neighbors attended and expressed concern about the possible privacy impacts associated with the project. The applicant worked with staff to minimize the potential for unreasonable privacy impacts from the second floor of the homes.

A letter of opposition towards the project was also received by staff, pertaining to privacy impacts and overburdening the site with five lots. Those comments are attached for reference.

### **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

In concept, the Rezone and Tentative Map is compatible with the nearby PD to the south with respect to the similar lot sizes and building areas proposed. The financial contribution in the region of \$17,500 to Laurelwood Elementary School helps provide a community benefit to the proposed project. However, the existing lot shape and size does not appear adequate to support a subdivision for five units. The proposed project provides inadequate setbacks from the lots to the south, removes a substantial amount of native trees along the creek bank, and does not provide an adequate cul-de-sac turnaround or street width.

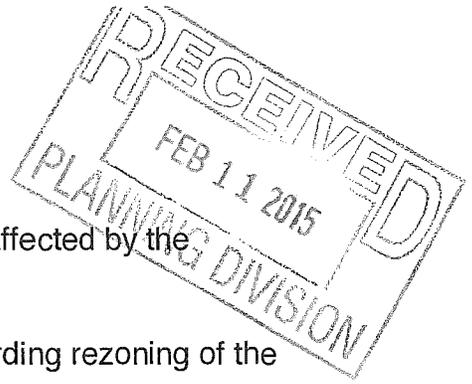
As an alternative, staff would support a subdivision of four lots or less to accommodate the rezone. This alternative would allow the applicant to redesign the subdivision and provide a more appropriate setback from the properties to the south, retain more healthy mature trees near the creek bank, and increase the width of the cul-de-sac and street width. Although staff is not in support of the proposed five-lot subdivision, the project would be subject to the attached conditions of approval should the Planning Commission choose to recommend approval of the application.

### **RECOMMENDATION:**

That the Planning Commission continue the project located at 990 Wren Avenue, subject to direction that the applicant redesign the project to provide four lots or less.

#### ***Documents Related to this Report:***

- 1) *Conditions of Approval*
- 2) *Mitigated Negative Declaration (previously distributed)*
- 3) *Mitigation Monitoring and Reporting Program*
- 4) *Arborist Report*
- 5) *Correspondence*
- 6) *Development Plans*



From:

Residents of Vireo Avenue, Santa Clara, California, 95051 affected by the development.

We the residents have serious reservations/objections regarding rezoning of the

Reference:

Project Title: 990 Wren Avenue Residential

Project File: PLN2014-10384/10385 and 2014-01177

Location: 990 Wren Avenue, Santa Clara, CA (APN 313-31-003)

To

The Planning Commissioner  
City of Santa Clara, California

Attention: Shaun Lacey

The primary concern about the project is rezoning. We have strong objections to rezoning. Initial study determination appear to be inclined towards approving and rezoning whatever the builder would proposes rather against the basis for current/existing zoning. The lot size is NOT large enough for its shape and confined locked location for multiple properties in the first place. Rezoning to accommodate multiple lots is a major concern.

We have following additional concerns about the proposed plans:

- The privacy
  - This area of Santa Clara is unique with upscale houses
  - All of the properties have exceptional privacy consideration (privacy is very at the front and center for security and safety in our modern society)
  - Almost no property in this neighborhood has a property in the back
  - Not a single property facing has a property in the back)
  - The breakfast areas for properties on the Vireo Avenue has a clear window at the top on the first floor that would expose any two story construction to it's back
  - Any constructions in the back with two stories should have strict guidelines on the openings facing the back of the property
  - The proposed lot #3 is crooked and will violate our privacy in every way if approved
  - Any window on backside of the new construction should have restricted
- The road
  - The road to the project is two way and with no outlet will restrict the flow of traffic

Feb 8, 2015

- With five properties are clustered such that parking of the cars should be restricted to only one side of the street and strictly enforced
- For the safety of ALL the neighbors parking in the circle should be prohibited and strictly enforced
- Even if it meets the meets the fire truck movement guidelines the regularly parked cars in the circle and the street will make
- The narrowing of the road at the corner of unit #1 would result in movement of large vehicles and is prone to accidents
- The corner unit #3, with odd lot and crooked construction should not be permitted under any circumstance
- In case of major fire, the movement of fire trucks will be restricted to only one engine due to confined area and 90 degree approach to the properties
- Backing of large vehicles will be challenge
- Prior to construction
  - The property has toxic fills and disposal and handling should be managed under strictest guidelines
  - Currently we have no termites on 35 The termite should treated before demolition so that it's spread is checked
  - The ground should also be properly treated for termites
  - The spread of rodents and other pastes should be strictly controlled
- The existing fence should be reinforced by the builders

If and when the construction begin, it should be completed as soon as possible or within a reasonable period of time so as to impact our quality of life as well as safety.

Sincerely yours,

  
 Prefut Polceff  
 3611 Vireo Ave

  
 MICHAEL R. SHERMAN  
 3619 VIREO AVE

  
 SARTMAN GROVER  
 3610 VIREO AVE

Feb 8, 2015

File: 33024

Calabazas Creek

February 9, 2015

Mr. Shaun Lacey, AICP  
Assistant Planner II  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Subject: Mitigated Negative Declaration (MND) – Wren Avenue Residential Project

Dear Mr. Lacey:

The Santa Clara Valley Water District (District) staff reviewed the subject document, received on January 15, 2015. The proposed Wren Avenue Residential Project involves the demolition of an existing single-story home and the construction of five single-family residential homes on a 0.72 acre parcel at 990 Wren Avenue in the City of Santa Clara. The site is located adjacent to District property on the west side, encompassing Calabazas Creek that has established riparian mitigation planting along its banks.

The City of Santa Clara adopted the Water Resources Protection Collaborative Guidelines Manual in 2007, General Plan policy 5.10.1-P2 requires that new development follow the "Guidelines and Standards for Lands Near Streams" to protect streams and riparian habitats, and Policy 5.10.1-P5 encourages enhancement of land adjacent to creeks in order to foster the reinstatement of natural riparian corridors where possible. To ensure consistency with General Plan Policy 5.10.1-P5 and the "Guidelines and Standards Near Streams", the District recommends that the riparian buffer from the top of bank be increased from 20 feet to a minimum of 35 feet and that the screen plantings and any proposed landscaping within the riparian buffer zone between the residences and the creek blend with the existing riparian mitigation corridor and use local watershed native species or non-native, non-invasive, drought tolerant species that do not cross contaminate the existing mitigation planting, for the proposed planting palette adjacent to the creek. Design Guides 1 through 4 as described in "Guidelines and Standards for Land use Near Streams" provide more details on landscaping and protection of existing riparian vegetation and are available by using the following link <http://www.valleywater.org/uploadedFiles/Programs/BusinessInformationPermits/Permits/Chapter%204.pdf?n=6700>

The project shows a 5 feet wide building setback from the property line adjacent to the creek. This side yard setback will likely be used by the property owner for access, refuse can storage and similar uses rather than riparian corridor enhancements. The initial study states that the project includes a setback per General Plan Policy 5.10.1-P2; however, the location and size of this setback is not apparent.

Mr. Shaun Lacey  
Page2  
February 9, 2015

The impervious surface area would increase by approximately 30 percent with the construction of the project. Any new incremental increase in runoff due to the expanded impervious areas must be detained on site such that the flood capacity of the creek downstream is not compromised.

In accordance with the District Water Resources Protection Ordinance, any work affecting the District facilities or within the easement and fee right of way is subject to our review and issuance of a permit prior to the start of any construction. The last sentence of the third paragraph under "Potential Impacts to Adjacent Sensitive Habitats (Calabazas Creek)" [page 44] is incorrect and should be revised to reflect the correct District jurisdiction for permits. As the project develops further, and work involves the use of District right of way or affects the creek, plans must be submitted for our review and approval.

Please reference District File No. 33024 on any future correspondence regarding this project. I can be reached either by email at [uchatwani@valleywater.org](mailto:uchatwani@valleywater.org) or by phone at (408 630-2731), with any further questions.

Sincerely,



Usha Chatwani, P.E.  
Associate Civil Engineer  
Community Projects review Unit

cc: L. Lee, C. Elias, S. Tippetts, M. Martin, L. Spahr, U. Chatwani, File



I:\PROJECTS\1115158\DWG\DWG\100\100.PLT USER: mdsullivan DATE: 3/19/2018 7:41am

**SURVEY NOTES**

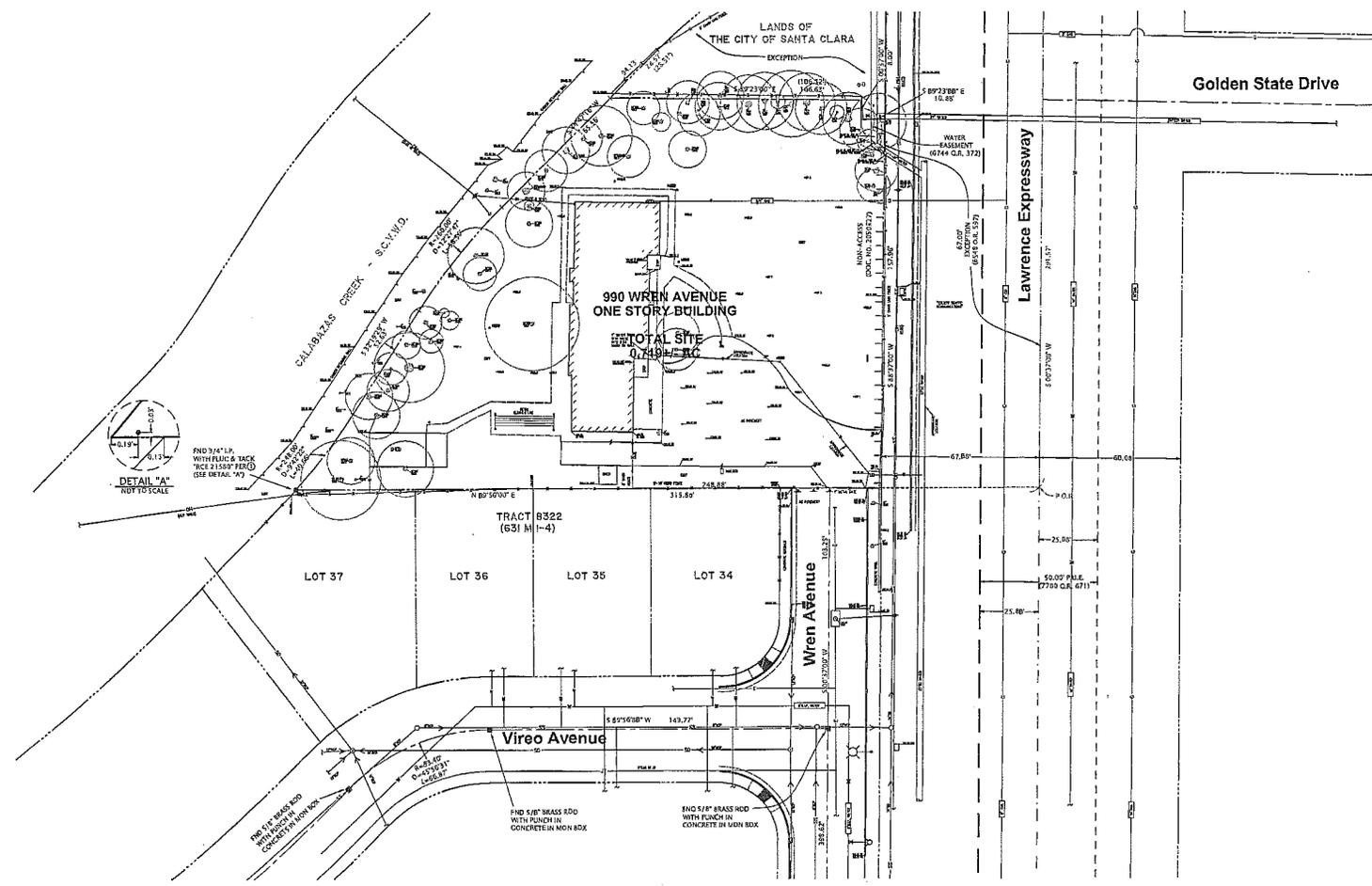
- THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED JULY 2, 2013. OWNER HAS ASSUMED LIABILITY FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTION, OR PARTS THEREOF OF THE PROPERTY.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXACT, DEPTH, LOCATION AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND RECORD ALL UNKNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DETERMINATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCLOSED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- BENCHMARK:**  
BM E-171 LAWRENCE EXPRESSWAY & BENTON STREET, NE CORNER, CHECKED ON TOP OF 2' BY 2' BENCH OF TRAFFIC SIGNAL BASE, (PROJECT 1987)  
ELEVATION: 119.38 (2011) (NAVD8 DATUM)
- A.P.N.: 31521-093
- FLOOD ZONE NOTE:**  
THIS SITE IS IN FLOOD ZONE "X", AREAS OF 0.25 ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SOURCE AREA AND AREAS OF PROTECTED DEVICES FROM 1% ANNUAL CHANCE FLOOD, PER FLOOD INSURANCE RATE MAP COMUNIT NO. 08258 8228 H DATED MAY 15, 2009.
- BASIS OF BEARINGS:**  
THE BEARING OF SOUTH 87°07' WEST YARD ON THE CENTERLINE OF WREN AVENUE AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 6322 IS 67°01' FROM RECORDED ON OCTOBER 9, 1881 IN BOOK 51 (P. 14) MAPS AT PAGES 1-4, SANTA CLARA COUNTY RECORDS. WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

**LEGEND**

|                                   |     |
|-----------------------------------|-----|
| PROPERTY LINE                     | ——— |
| ADJACENT PROPERTY LINE            | ——— |
| CENTERLINE                        | ——— |
| MENTERLINE                        | ——— |
| NON-AGREES                        | ——— |
| EASEMENT                          | ——— |
| BUILDING LINE                     | ——— |
| BUILDING OVERLAP                  | ——— |
| CITY LIMIT LINE                   | ——— |
| FOUND MONUMENTS NOTED             | ■   |
| FOUND IRON PIPE OR AS NOTED       | ○   |
| LIGHT                             | ○   |
| STREET LIGHT                      | ○   |
| FIRE HYDRANT                      | ○   |
| STORM DRAIN MANHOLE               | ○   |
| MANHOLE                           | ○   |
| CLEAN OUT                         | ○   |
| GAS METER                         | ○   |
| UTILITY POLE W/ GUY WIRE          | ○   |
| VALVE                             | ○   |
| CATCH BASIN / DROP INLET          | ○   |
| WATER METER                       | ○   |
| UTILITY BOX (SIDE WALK)           | ○   |
| SIGN                              | ○   |
| BOLLARD (LINE) OR OTHERWISE NOTED | ○   |
| TREE W/ SIZE AND ELEVATION        | ○   |
| SPOT ELEVATION                    | ○   |
| CURB                              | ——— |
| CURB & GUTTER                     | ——— |
| CONCRETE                          | ——— |
| FENCE                             | ——— |
| EDGE OF PAVEMENT                  | ——— |
| SANITARY SEWER                    | ——— |
| STORM DRAIN                       | ——— |
| WATER                             | ——— |
| GAS                               | ——— |
| UNDERGROUND ELECTRIC              | ——— |
| TELEPHONE                         | ——— |
| OVERHEAD                          | ——— |
| JOINT TRENCH                      | ——— |

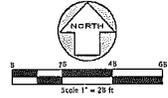
**ABBREVIATIONS**

|        |                                      |
|--------|--------------------------------------|
| AC     | ASPHALTIC CONCRETE                   |
| C      | CONCRETE                             |
| COP    | CONCRETE CYLINDER PIPE               |
| CL.P.  | CAST-IRON PIPE                       |
| DOC    | DOCUMENT                             |
| ELEC   | ELECTRICAL                           |
| EP     | EDGE OF PAVEMENT                     |
| FL     | FLOW LINE                            |
| FMC    | FENCE                                |
| FIBS   | FIBER OPTIC BOX                      |
| HSIB   | HOSE BOX                             |
| LP     | LET-UP GUTTER                        |
| MT     | MULTIPLE TRUNK                       |
| NO.    | NUMBER                               |
| OH     | OVERHEAD                             |
| O.R.   | OFFICIAL RECORDS                     |
| P.O.B. | POINT OF BEGINNING                   |
| P.U.E. | PUBLIC UTILITY EASEMENT              |
| P.V.   | PAVEMENT                             |
| SC     | GLASS FIBER REINFORCED CONCRETE PIPE |
| TC     | TOP OF CURB                          |
| VCP    | VITRIFIED CLAY PIPE                  |
| WM     | WATER METER                          |



**990 Wren Avenue**  
Santa Clara, California

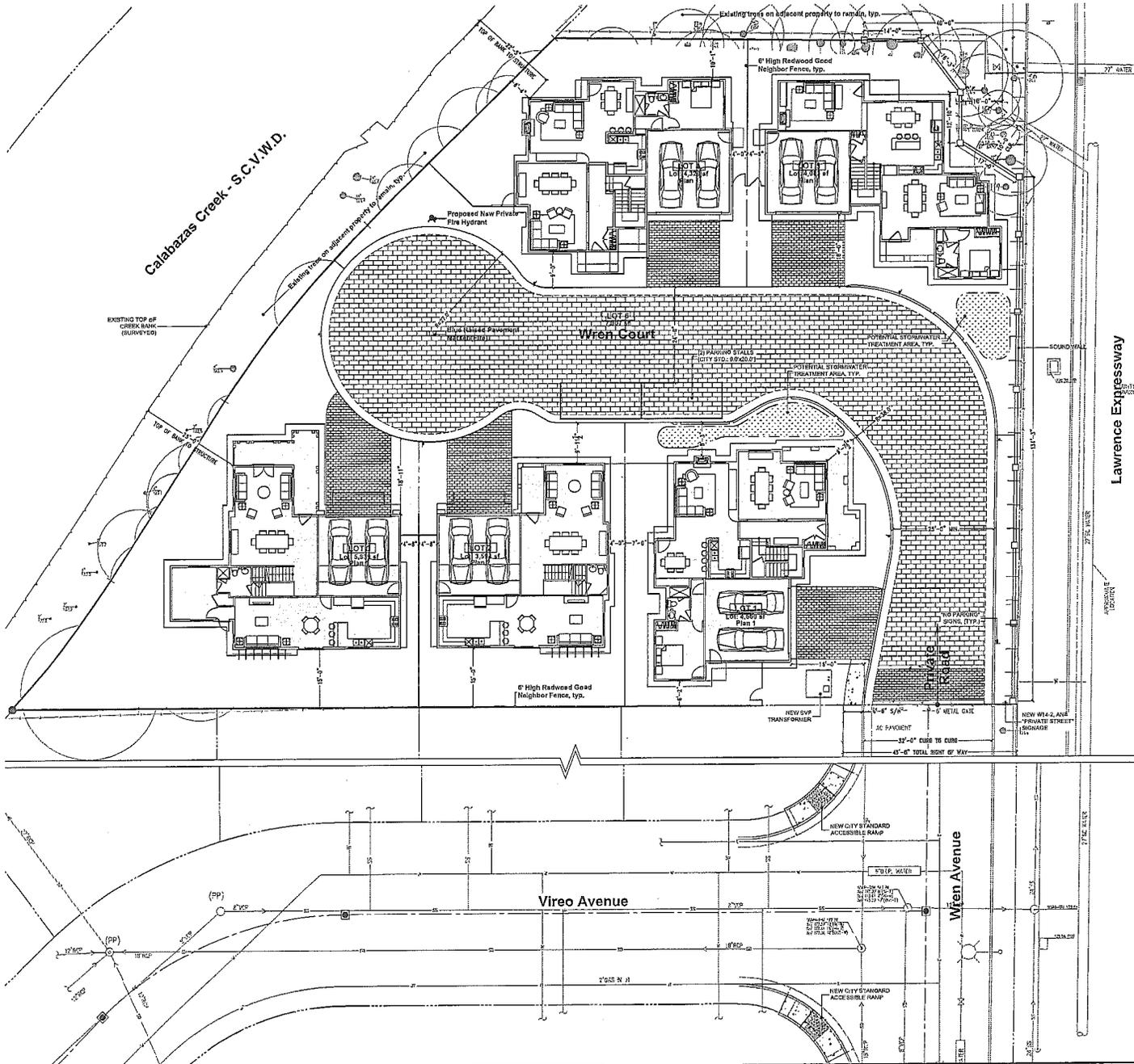
**KIER & WRIGHT**  
3550 Scott Boulevard, Building 22  
Santa Clara, California 95051  
Phone: (408) 737-6466 Fax: (408) 737-6466  
www.kierwright.com E-mail: kwr@kierwright.com



Existing Conditions **C2.0**

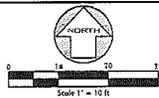
03.20.2015

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**990 Wren Avenue**  
 Santa Clara, California

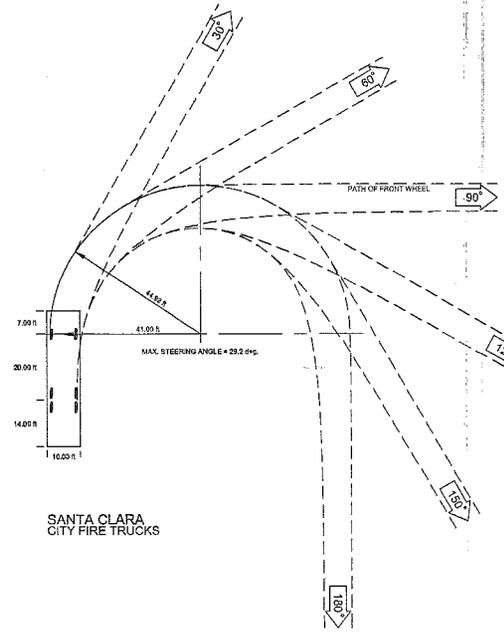
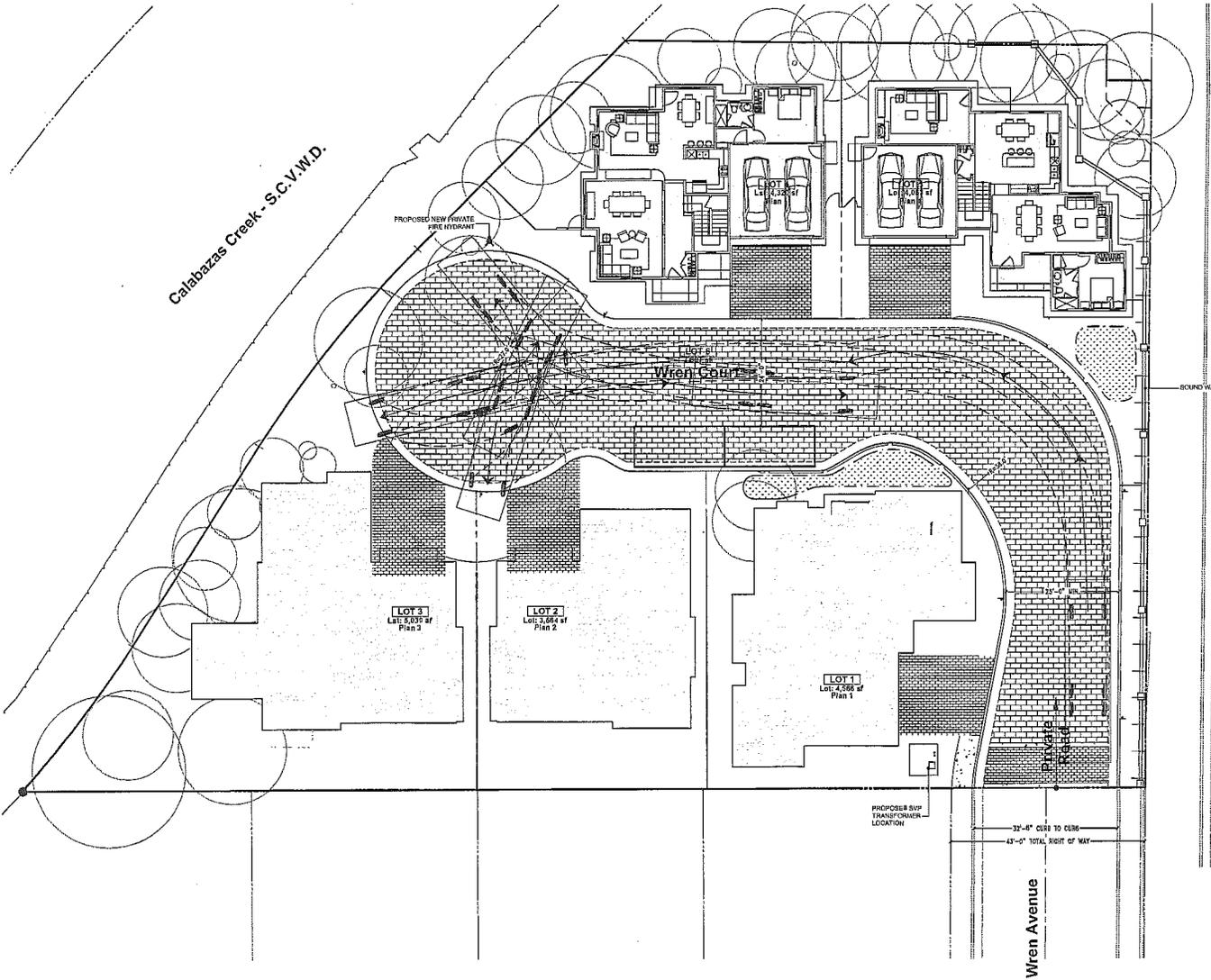
**KIER & WRIGHT**  
 3338 Scott Boulevard, Building 23  
 Santa Clara, California 95054  
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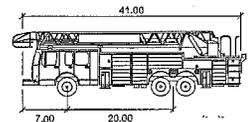
Proposed Site Plan **C2.1**  
 03.20.2015

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Calabazas Creek - S.C.V.M.D.



SANTA CLARA CITY FIRE TRUCKS

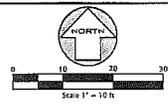


| SANTA CLARA       | FEET    |
|-------------------|---------|
| WIDTH             | : 10.00 |
| TRACK             | : 8.20  |
| LOCK TO LOCK TIME | : 8.00  |
| STEERING ANGLE    | : 29.20 |

Lawrence Expressway

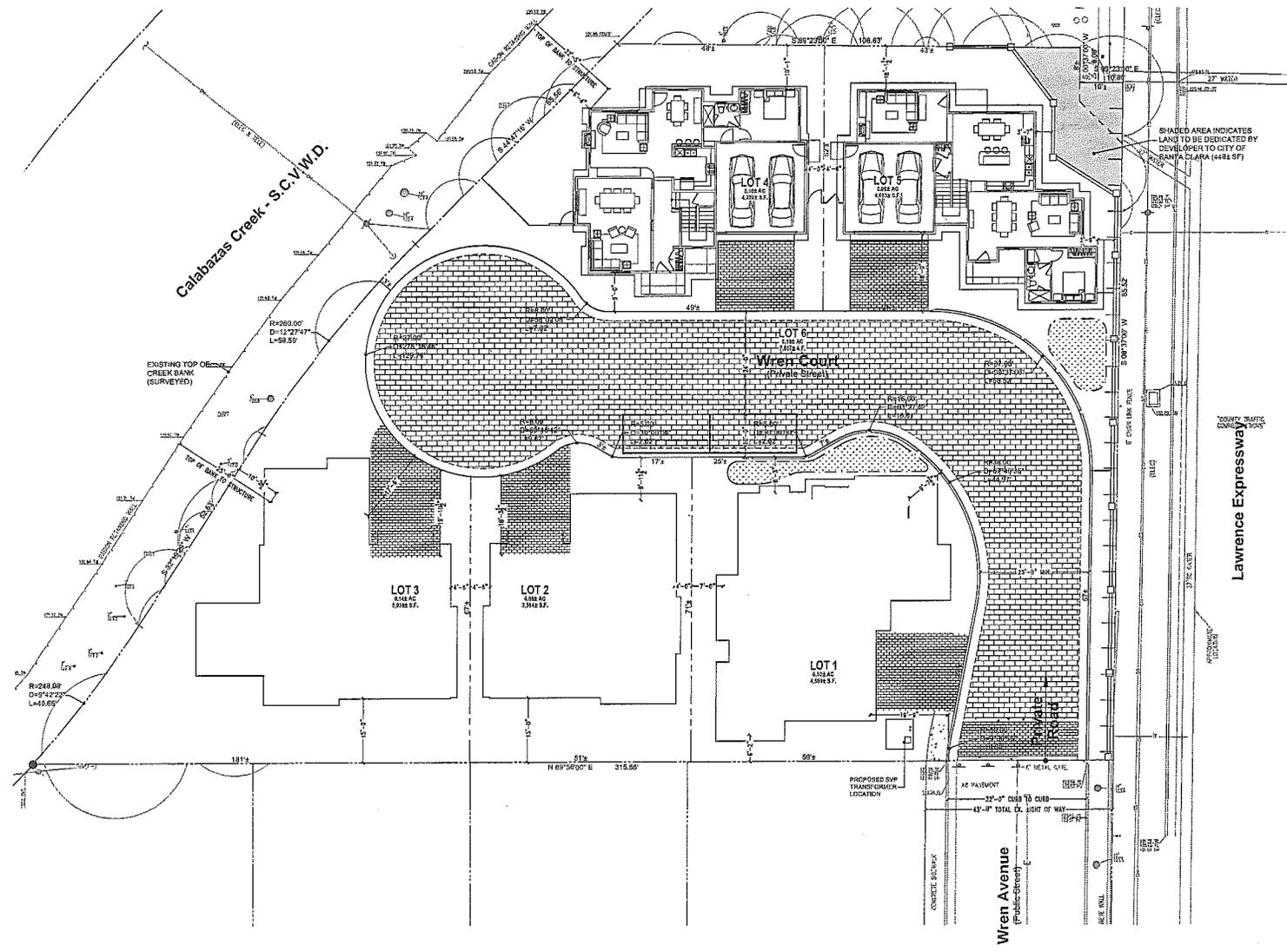
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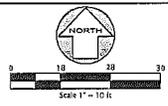
Proposed Fire Access Plan **C2.2**  
03.20.2015

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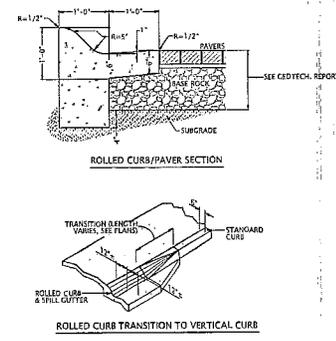
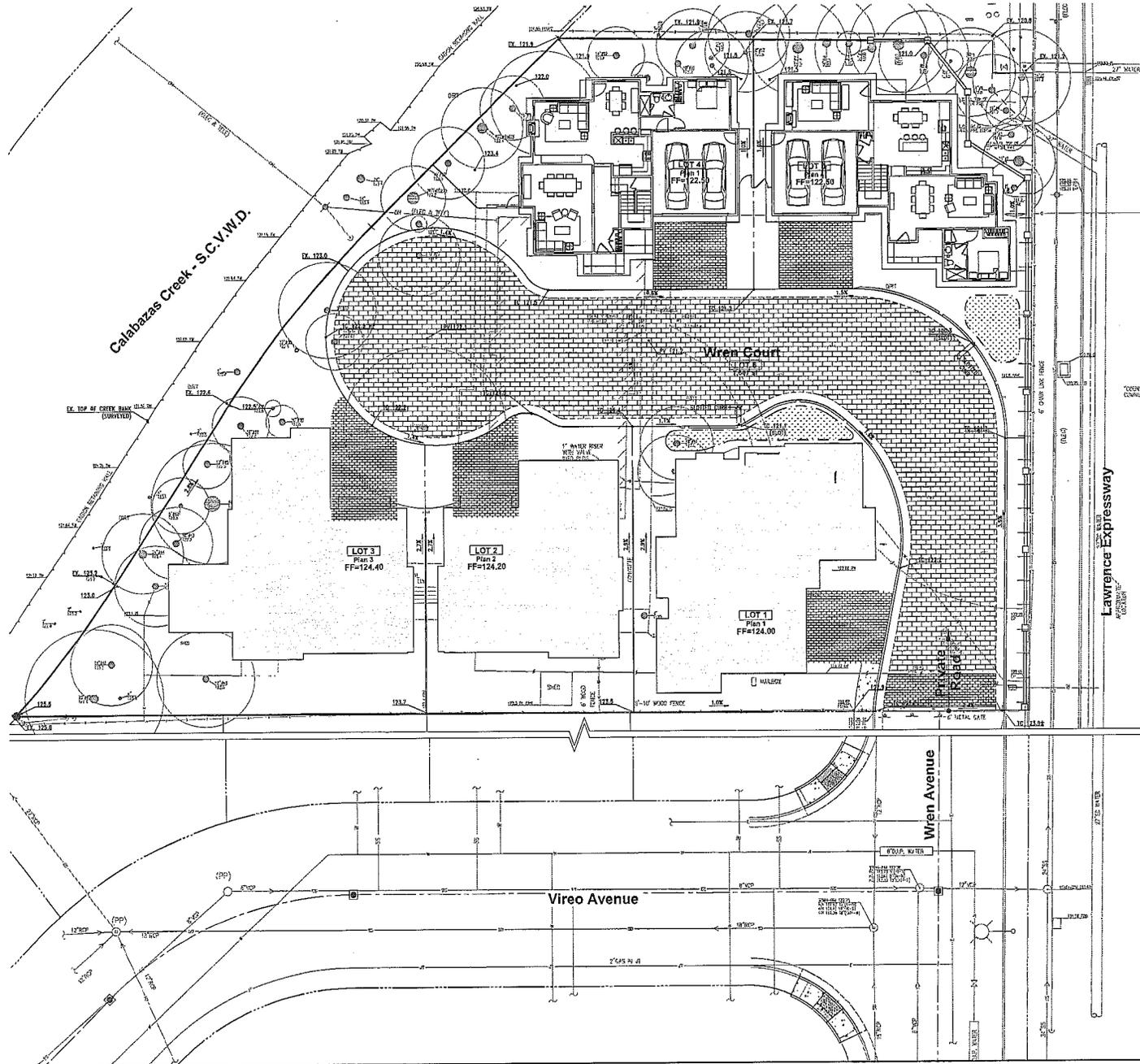
**KIER & WRIGHT**  
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 4100 N. 1st St., Suite 210



Tentative Map **C3.0**

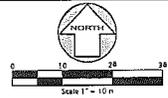
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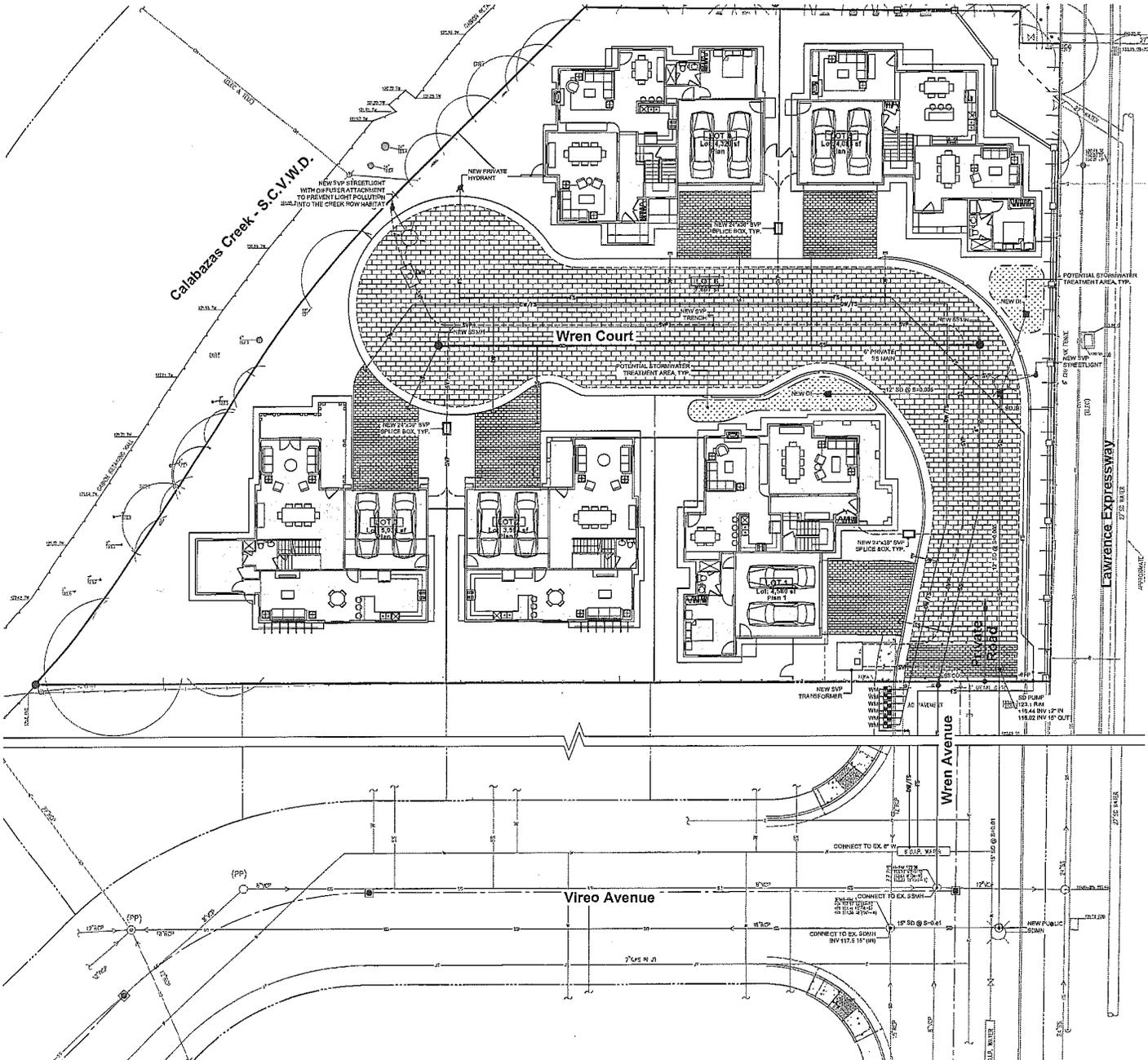
**990 Wren Avenue**  
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California

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Santa Clara, California 95054  
Phone: 408.727.8444  
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Preliminary Grading Plan **C4.0**  
03.20.2015

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**UTILITY PLAN NOTES**

1. DOMESTIC WATER - NEW LATERAL TO PUBLIC METER BANKS AT PUBLIC STREET FRONTS; SERVICES BETWEEN METERS AND UNITS TO BE PRIVATE ON-SITE.
2. SANITARY SEWER - PUBLIC LATERALS TO RIGHT-OF-WAY LINES; PRIVATE ON-SITE BETWEEN PROPERTY FRONTAGES AND UNITS.
3. STORM DRAIN - PRIVATE ON-SITE SYSTEM WITH PUBLIC STREET CONNECTIONS.
4. ELECTRIC - PUBLIC SWP TRUNK ON-SITE WITHIN COMMON LOT EASEMENT; PRIVATE INDIVIDUAL SERVICES BETWEEN SWP SPICE BOXES AND UNITS.

**ABBREVIATIONS**

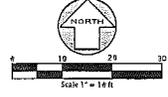
|      |                         |
|------|-------------------------|
| SWP  | BACKFLOW PREVENTER      |
| DI   | DRAIN INLET             |
| EX   | EXISTING                |
| FM   | FIRE METER              |
| FMH  | FIRE METER              |
| SDMH | STORM DRAIN MANHOLE     |
| SDSB | STORM DRAIN SPICE BOX   |
| SSCO | SANITARY SEWER CLEANOUT |
| SSM  | SANITARY SEWER MANHOLE  |
| SWP  | SILICON VALLEY POWER    |
| WM   | WATER METER             |

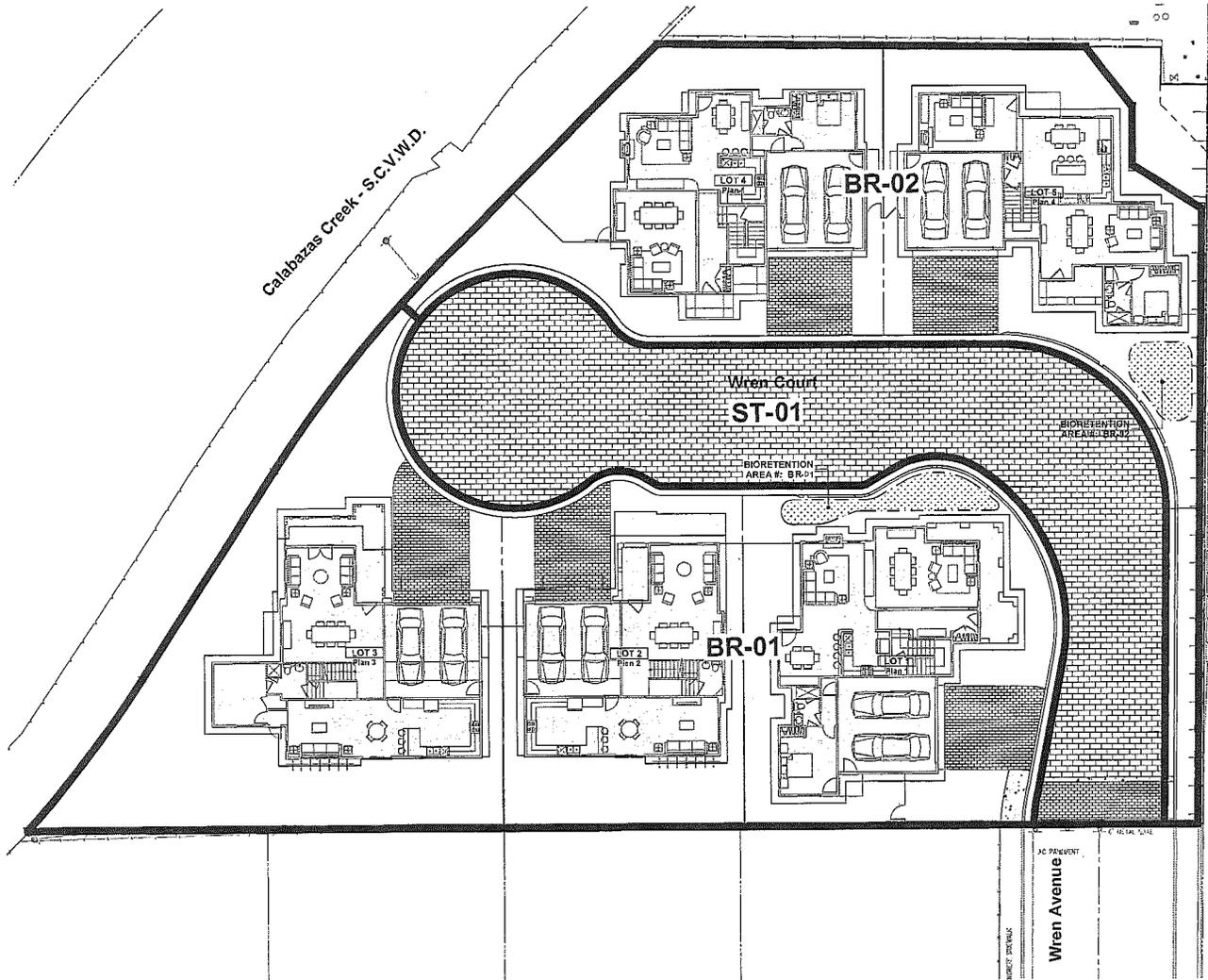
**LEGEND**

|                               |       |
|-------------------------------|-------|
| PROPERTY LINE                 | ————— |
| ADJACENT PROPERTY LINE        | ————— |
| CENTERLINE                    | ————— |
| EASEMENT                      | ————— |
| BUILDING OVERHANG             | ————— |
| FOUND MICHMENT AS NOTED       | ————— |
| STREET LIGHT                  |       |
| TRANSFORMER                   |       |
| FIRE HYDRANT                  |       |
| BACKFLOW PREVENTER            |       |
| STORM DRAIN MANHOLE           |       |
| SANITARY SEWER MANHOLE        |       |
| SANITARY SEWER CLEANOUT       |       |
| MANHOLE                       |       |
| GAS METER                     |       |
| UTILITY POLE W/ GUY WIRE      |       |
| VALVE                         |       |
| DROP INLET/UTN BOX            |       |
| WATER METER                   |       |
| UTILITY BOX (SIZE VARIES)     |       |
| TREE W/ SIZE AND ELEVATION    |       |
| SPOT ELEVATION                |       |
| SWP SPICE BOX                 |       |
| ROLLED/VERTICAL CURB          | ————— |
| ROLLED/VERTICAL CURB & GUTTER | ————— |
| CONCRETE                      | ————— |
| FENCE                         | ————— |
| EDGE OF PAVEMENT              | ————— |
| SANITARY SEWER                | ————— |
| STORM DRAIN                   | ————— |
| WATER                         | ————— |
| GAS                           | ————— |
| UNDERGROUND ELECTRIC          | ————— |
| OVERHEAD                      | ————— |
| JOINT TRENCH                  | ————— |

**990 Wren Avenue**  
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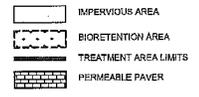




**DRAINAGE MANAGEMENT AREA CALCULATIONS**

| BR-01 CALCULATIONS |                  |       |           | BR-02 CALCULATIONS |                  |       |           | ST-01 CALCULATIONS |                  |       |           |
|--------------------|------------------|-------|-----------|--------------------|------------------|-------|-----------|--------------------|------------------|-------|-----------|
| IMPERVIOUS SURFACE | PERVIOUS SURFACE | TOTAL | AREA (SQ) | IMPERVIOUS SURFACE | PERVIOUS SURFACE | TOTAL | AREA (SQ) | IMPERVIOUS SURFACE | PERVIOUS SURFACE | TOTAL | AREA (SQ) |
| 332                | 1459             | 1891  | 0.17      | 478                | 464              | 942   | 0.11      | 0                  | 818              | 0.00  | 0.00      |
| 791                | 1459             | 2250  | 0.17      | 464                | 464              | 928   | 0.10      | 818                | 818              | 0.10  | 0.10      |
| 1459               | 1459             | 2918  | 0.17      | 928                | 928              | 1856  | 0.10      | 818                | 818              | 0.10  | 0.10      |

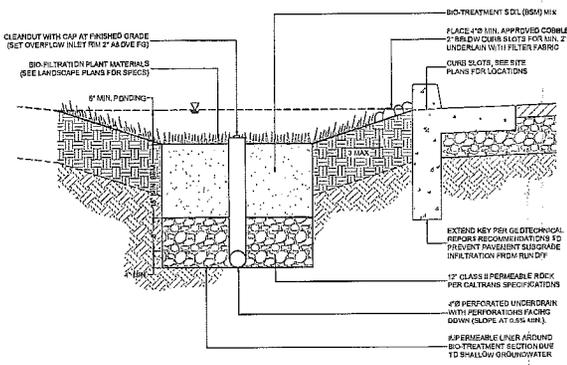
**PLAN LEGEND**



**TREATMENT NOTES**

- 100% OF PROJECT AREA WILL BE TREATED VIA LANDSCAPE-BASED TREATMENT MEASURES (BIORETENTION POND).
- BIORETENTION AREAS SHOWN ARE SCHEMATIC. FINAL AREAS AND DESIGN TO BE DETERMINED PENDING FUTURE REVISIONS.
- BIORETENTION AREAS WILL TREAT SURFACE RUNOFF FROM SLOTTED CURBS WITHIN THEIR RESPECTIVE TREATMENT AREAS. WATER FROM ADJACENT AREAS MAY ALSO BE PLACED BY FORCE MAIN IN ADJACENT BIORETENTION POND IN ORDER TO UTILIZE THE EXCESS CAPACITY IN SOME POND.

**TYPICAL BIORETENTION AREA SECTION**



- BIORETENTION AREAS SHALL BE CONSTRUCTED UNDER THE OBSERVATION OF THE SOILS ENGINEER.
- SOIL AT BOTTOM OF RETENTION AREA SHALL HAVE A MINIMUM PERCOLATION RATE OF 5 INCHES/HOUR AND A MAXIMUM RATE OF 14 INCHES/HOUR.
- IN-SITU TESTING SHALL BE PROVIDED BY THE SOILS ENGINEER BEFORE AND AFTER SOIL INSTALLATION TO VERIFY PERCOLATION RATE.

I:\PROJECTS\131313\DWG\DWG\131313\_P01.DWG DATE: 3/19/2019 10:05:00 AM USER: rwh/wh/wh DATE: 3/19/2019 10:05:00 AM

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Preliminary Stormwater Control Plan **C4.2**

03.20.2015

**CITY OF SANTA CLARA ARBORIST NOTES**

1. NO CUTTING OF ANY PART OF CITY TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT RECORD APPROVAL AND DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY (48149-3000).
2. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF AN AUTHORIZED PROPERTY OF ARBORIST OR A LICENSED ARBORIST.
3. WHEN CONSTRUCTION OCCURS WITHIN THE BRP LINE OF EXISTING TREES, CONTRACTOR SHALL FILE THE BRP ON THE SIDE ADJACENT TO THE TREE. THIS BRP IS NOT PERMISSIBLE TO PLACE SIGN OR FLYWOOD TAPE ON A TREE BEYOND THE BRP. THIS IS TO HELP PREVENT CUTTING INTO THE BRP, MARKING WITH THE BRP AND IN THE BRP TO BE MAINTAINED THROUGHOUT THE PROJECT.
4. BEFORE ANY TREE IS CUT WITHIN THE BRP LINE OF EXISTING TREES, CONTRACTOR SHALL FILE THE BRP ON THE SIDE ADJACENT TO THE TREE. THIS BRP IS NOT PERMISSIBLE TO PLACE SIGN OR FLYWOOD TAPE ON A TREE BEYOND THE BRP. THIS IS TO HELP PREVENT CUTTING INTO THE BRP, MARKING WITH THE BRP AND IN THE BRP TO BE MAINTAINED THROUGHOUT THE PROJECT.
5. WHEN ROOTS OF AN EXISTING TREE ARE EXPOSED BY CONSTRUCTION, CONTRACTOR SHALL KEEP ROOTS COVERED WITH A COARSE MESH OR FINE MESH NET. THE NET SHALL BE AT LEAST 18 INCHES ABOVE THE NET AND SHALL BE AT LEAST 18 INCHES ABOVE THE NET. THE NET SHALL BE AT LEAST 18 INCHES ABOVE THE NET AND SHALL BE AT LEAST 18 INCHES ABOVE THE NET. THE NET SHALL BE AT LEAST 18 INCHES ABOVE THE NET AND SHALL BE AT LEAST 18 INCHES ABOVE THE NET.
6. CONTRACTOR SHALL NOTIFY THE CITY ARBORIST OF ANY TREE WITHIN 72 HOURS IN ADVANCE OF ANY WORK COMMENCING WITHIN THE BRP LINE OF EXISTING TREES.
7. A CLEAR SYSTEM OF FLAGGING MUST BE PROVIDED AROUND TREES WITHIN 30' OF THE PROPOSED GRADING. CONTRACTOR SHALL SECURE APPROVAL OF SUCH SYSTEM FROM THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
8. MATERIALS, EQUIPMENT, TEMPORARY BUILDINGS, PILES, PAVING AND OTHER CONSTRUCTION ITEMS SHALL NOT BE PLACED WITHIN THE BRP LINE OF EXISTING TREES.
9. EXCESS ALL TREES TO BE RETAINED TO COMPLETELY GROUND IS THE TREE PROTECTION ZONE (TPZ) TO BE MAINTAINED DURING THE CONSTRUCTION. EXCESS ALL TREES TO BE RETAINED TO COMPLETELY GROUND IS THE TREE PROTECTION ZONE (TPZ) TO BE MAINTAINED DURING THE CONSTRUCTION. EXCESS ALL TREES TO BE RETAINED TO COMPLETELY GROUND IS THE TREE PROTECTION ZONE (TPZ) TO BE MAINTAINED DURING THE CONSTRUCTION.
10. NO TRUNCATING SHALL BE DONE WITHIN THE BRP LINE OF EXISTING TREES WITHOUT THE APPROVAL OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. TRUNCATING SHALL BE DONE WITHIN THE BRP LINE OF EXISTING TREES WITHOUT THE APPROVAL OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
11. ANY CUTTING OF EXISTING ROOTS OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT. THE BRP LINE SHALL BE MAINTAINED AT ALL TIMES. THE BRP LINE SHALL BE MAINTAINED AT ALL TIMES. THE BRP LINE SHALL BE MAINTAINED AT ALL TIMES.
12. GRADING SHOULD NOT CREATE DRAINAGE PROBLEMS FOR TREES BY CHANNELING WATER INTO THEM, OR CREATING SHADOW AREAS.
13. ALL CHANGING WITHIN THE BRP LINE OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY. ALL CHANGING WITHIN THE BRP LINE OF CITY TREES SHALL BE DONE WITH APPROVED LIGHT EQUIPMENT UNDER THE DIRECT SUPERVISION OF THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
14. TREES THAT ARE DETERMINED TO BE REMOVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY SHALL BE REMOVED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
15. FLAG IS 4" X 4" THICK AND 18" LONG. FLAG IS 4" X 4" THICK AND 18" LONG. FLAG IS 4" X 4" THICK AND 18" LONG.
16. SOME TREES ARE NOT ALLOWED WITHIN THE BRP LINE OF ANY TREE.

**TREE PRESERVATION GUIDELINES**

**TREE PRESERVATION AND PROTECTION PLAN**

IN PROVIDING RECOMMENDATIONS FOR TREE PRESERVATION, WE RECOGNIZE THAT NEARBY TO TREES AS A RESULT OF CONSTRUCTION ACTIVITIES. SUCH RECOMMENDATIONS SHALL BE BASED ON THE FOLLOWING FACTORS:

- 1. THE TYPE AND SIZE OF THE TREE.
- 2. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.
- 3. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.
- 4. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.

**FERTILIZATION**

A PROGRAM OF FERTILIZATION IN MEANS OF DEEP ROOT INJECTION IS RECOMMENDED WITH APPLICATIONS OF 200-10-10 FERTILIZER PER 1000 LBS OF TREE WEIGHT.

**IRRIGATION**

SUPPLEMENTAL IRRIGATION PROGRAM IS RECOMMENDED FOR THE TREES WITHIN THE BRP LINE OF EXISTING TREES. THE IRRIGATION PROGRAM SHALL BE BASED ON THE FOLLOWING FACTORS:

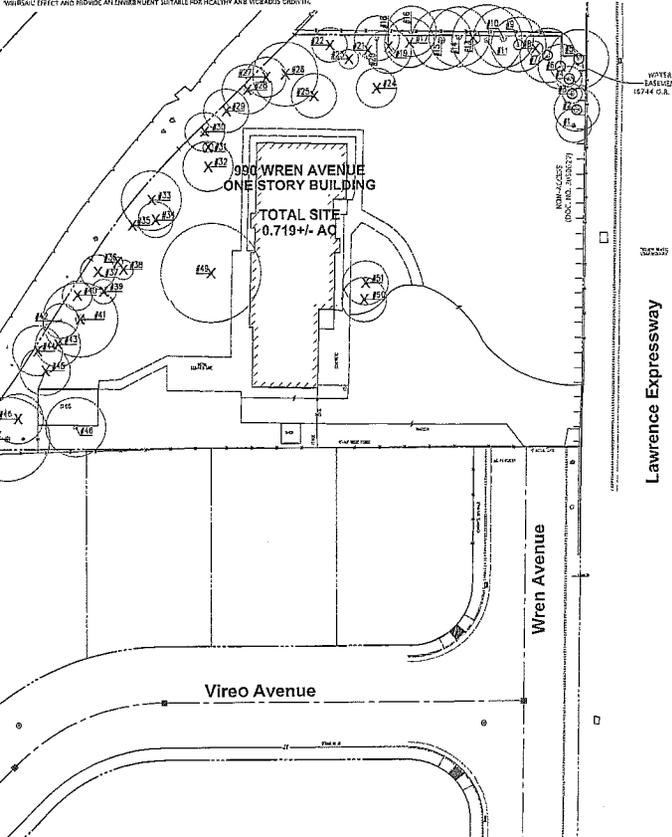
- 1. THE TYPE AND SIZE OF THE TREE.
- 2. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.
- 3. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.
- 4. THE TYPE AND SIZE OF THE CONSTRUCTION PROJECT.

**CITY OF SANTA CLARA TREE PROTECTION NOTES**

1. CONTRACTOR SHALL TAG AND IDENTIFY EXISTING TREES WHICH ARE TO REMAIN WITHIN THE PROTECTION AREA AND ON THE PROTECTION AREA PRIOR TO START OF WORK. PROTECT ALL TAGGED TREES AT ALL TIMES FROM DAMAGE BY THE WORK. TREATMENT OF ALL INJURED TREES TO EXCESS TREES SHALL BE PROVIDED BY THE CITY ARBORIST OR ARBORIST EMPLOYED BY CITY.
2. CONTRACTOR SHALL PAY THE TREE OWNER THE VALUE OF EXISTING TREES TO REMAIN THAT ARE REMOVED OR DAMAGED BY THE CONSTRUCTION. THE PAYMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE TREE VALUATION SCHEDULE. THE PAYMENT AMOUNT SHALL BE IN ACCORDANCE WITH THE TREE VALUATION SCHEDULE.

| Tree Diameter                            | Value    |
|--|----------|
| 7 INCHES                                 | \$2,484  |
| 8 INCHES                                 | \$3,480  |
| 9 INCHES                                 | \$4,476  |
| 10 INCHES                                | \$5,472  |
| 11 INCHES                                | \$6,468  |
| 12 INCHES                                | \$7,464  |
| 13 INCHES                                | \$8,460  |
| 14 INCHES                                | \$9,456  |
| 15 INCHES                                | \$10,452 |
| 16 INCHES                                | \$11,448 |
| 17 INCHES                                | \$12,444 |
| 18 INCHES AND OVER FOR EACH CALIPER INCH | \$13,440 |

DATE: 3/17/2015 10:00 AM USER: mclennan



**Golden State Drive**

**TREE SURVEY**

| Number | Name                    | Diameter            | Trunk Type    | Height | Spread | Condition    |
|--------|-------------------------|---------------------|---------------|--------|--------|--------------|
| 1      | Coast redwood           | 11.2"               |               | 25'    | 14'    | Fair to Good |
| 2      | Coast redwood           | 25.2"               |               | 23'    | 11'    | Fair to Good |
| 3      | Coast redwood           | 9.9"                |               | 23'    | 8'     | Fair         |
| 4      | Coast redwood           | 12.3"               |               | 23'    | 18'    | Fair         |
| 5      | Coast live oak          | 14.9"               |               | 23'    | 24'    | Fair to Good |
| 6      | Coast redwood           | 15.1"               |               | 45'    | 11'    | Fair to Good |
| 7      | Coast redwood           | 13.6, 17.4"         | Multi Trunk   | 45'    | 22'    | Fair to Good |
| 8      | Coast redwood           | 3.8"                |               | 18'    | 8'     | Peer         |
| 9      | Coast redwood           | 17.2"               |               | 4.2'   | 22'    | Fair to Good |
| 10     | Coast redwood           | 10.3, 11.2"         | Multi Trunk   | 45'    | 24'    | Fair         |
| 11     | Coast redwood           | 23.3"               |               | 45'    | 28'    | Fair to Good |
| 12     | Olive                   | 5.5"                |               | 12'    | 18'    | Fair         |
| 13     | Coast redwood           | 9.4"                |               | 28'    | 5'     | Peer         |
| 14     | Coast redwood           | 22.1"               |               | 23'    | 24'    | Fair to Good |
| 15     | Coast redwood           | 10.5, 13.4"         | Multi Trunk   | 48'    | 24'    | Fair         |
| 16     | Elderberry              | 12.6, 7.2"          | Low Branching | 25'    | 28'    | Fair         |
| 17     | Coast redwood           | 10.3, 7.8, 9.8"     | Multi Trunk   | 25'    | 20'    | Very Poor    |
| 18     | Coast redwood           | 7.5"                |               | 12'    | 11'    | Dead         |
| 19     | Myoporum                | 8.1"                |               | 14'    | 18'    | Fair         |
| 20     | Coast live oak          | 9.4"                |               | 25'    | 11'    | Fair         |
| 21     | Coast redwood           | 6.8"                |               | 12'    | 11'    | Dead         |
| 22     | Coast redwood           | 14.2"               |               | 25'    | 14'    | Very Poor    |
| 23     | Coast redwood           | 10.1"               |               | 12'    | 8'     | Dead         |
| 24     | Yucca                   | 5.5"                | Low Branching | 12'    | 18'    | Fair         |
| 25     | Coast redwood           | 3.8"                | Multi Trunk   | 23'    | 18'    | Very Poor    |
| 26     | Coast redwood           | 26.2"               |               | 45'    | 28'    | Fair to Good |
| 27     | Coast redwood           | 7.0, 5.8"           | Multi Trunk   | 30'    | 18'    | Peer         |
| 28     | Coast redwood           | 11.2, 15.4"         | Multi Trunk   | 20'    | 20'    | Peer         |
| 29     | Coast redwood           | 17.2"               |               | 25'    | 14'    | Very Poor    |
| 30     | Coast redwood           | 11.3, 8.8, 10.5, 6" | Multi Trunk   | 25'    | 16'    | Very Poor    |
| 31     | Coast redwood           | 3.2"                |               | 16'    | 4'     | Dead         |
| 32     | Coast live oak          | 11.3"               | Low Branching | 24'    | 20'    | Fair to Good |
| 33     | Coast redwood           | 18.3"               |               | 30'    | 24'    | Peer         |
| 34     | Coast redwood           | 14.2"               |               | 14'    | 14'    | Peer         |
| 35     | Coast redwood           | 6.8"                |               | 11'    | 11'    | Dead         |
| 36     | Coast redwood           | 8.4"                |               | 12'    | 4'     | Dead         |
| 37     | Coast redwood           | 14.2"               |               | 28'    | 14'    | Very Poor    |
| 38     | Coast redwood           | 7.1"                |               | 14'    | 8'     | Dead         |
| 39     | Coast redwood           | 22.1"               |               | 14'    | 18'    | Dead         |
| 40     | Coast redwood           | 13.8"               |               | 18'    | 12'    | Dead         |
| 41     | Coast redwood           | 48.2" (at stems)    | Multi Trunk   | 55'    | 38'    | Fair to Good |
| 42     | Coast redwood           | 0.1"                |               | 28'    | 14'    | Fair         |
| 43     | Coast redwood           | 12.3"               |               | 40'    | 18'    | Fair         |
| 44     | Coast redwood           | 28.3"               |               | 25'    | 28'    | Fair to Good |
| 45     | Coast redwood           | 15.4"               |               | 30'    | 20'    | Peer to Fair |
| 46     | Holly oak               | 14.1"               | Low Branching | 15'    | 20'    | Fair         |
| 47     | Manzanita pine          | 21.2"               |               | 35'    | 34'    | Peer         |
| 48     | Photocarpus reticulatus | 18"                 |               | 22'    | 24'    | Peer         |
| 49     | Fraxinus velutina       | 13.3"               |               | 20'    | 45'    | Peer         |
| 50     | Japanese black pine     | 3.2, 3.8, 2.6, 2.5" | Multi Trunk   | 8'     | 18'    | Peer         |
| 51     | Wongoo blue alder cedar | 17.3"               |               | 19'    | 11'    | Peer         |

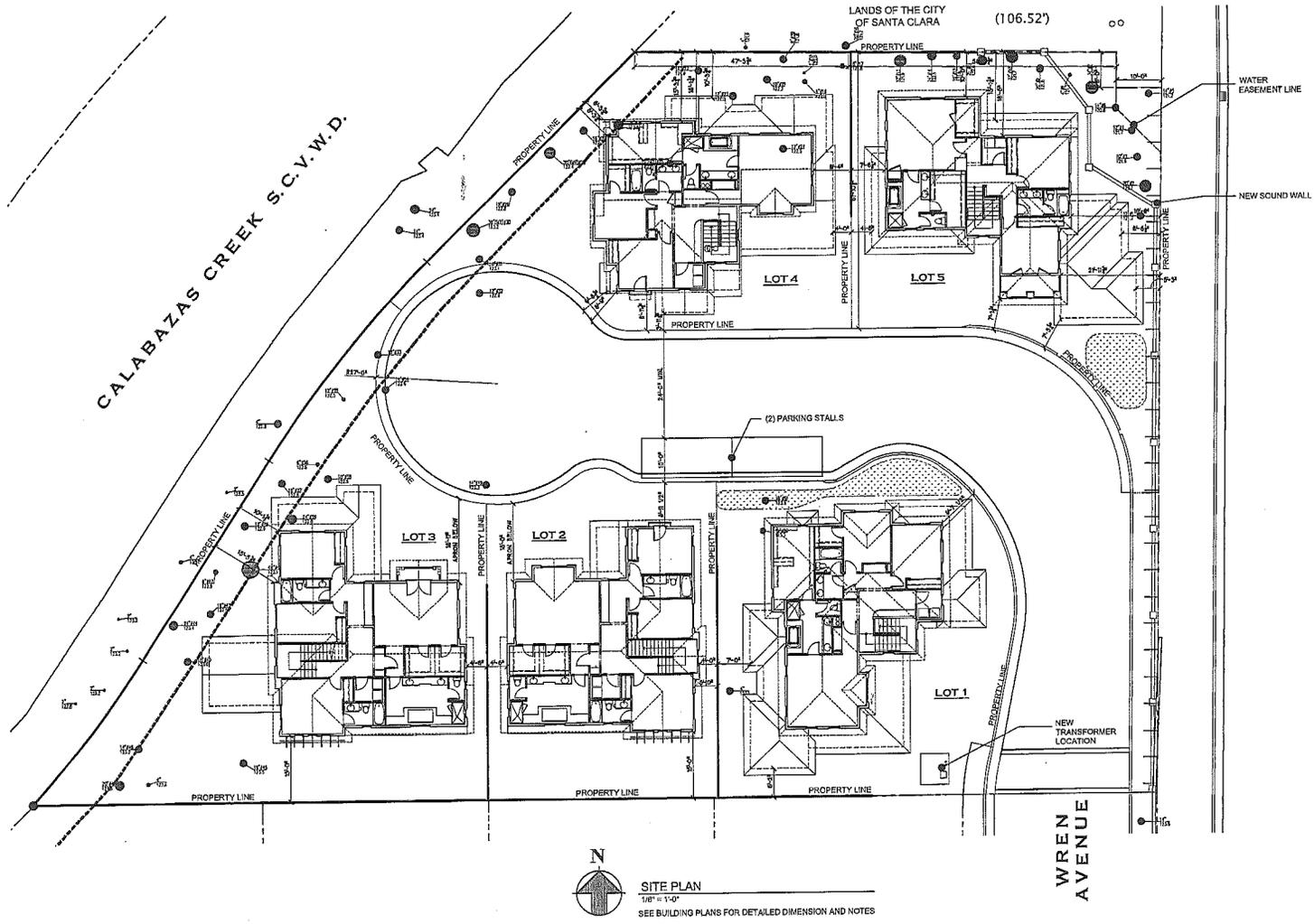
Arborist Report Prepared By:  
**MCCLENNAN CONSULTING, LLC**  
 John H. McClelland  
 ISA Board Certified Master Arborist, IVE-14769  
 member, American Society of Consulting Arborists  
 January 24, 2014

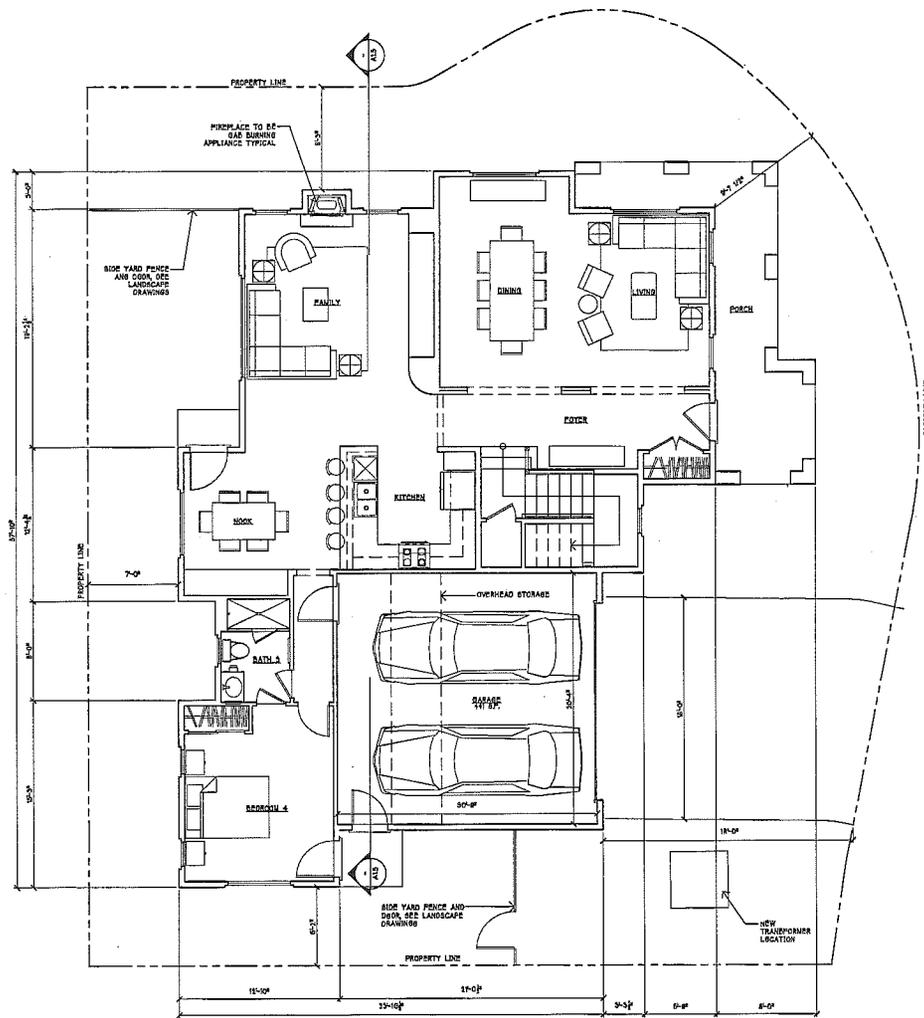
**990 Wren Avenue**  
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 1310 Scott Boulevard, Building 22  
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 Phone: (408) 277-4444  
 Fax: (408) 277-2110  
 Email: kwr@kierwright.com



**Tree Removal/Protection Plan C4.3**  
 03.20.2015



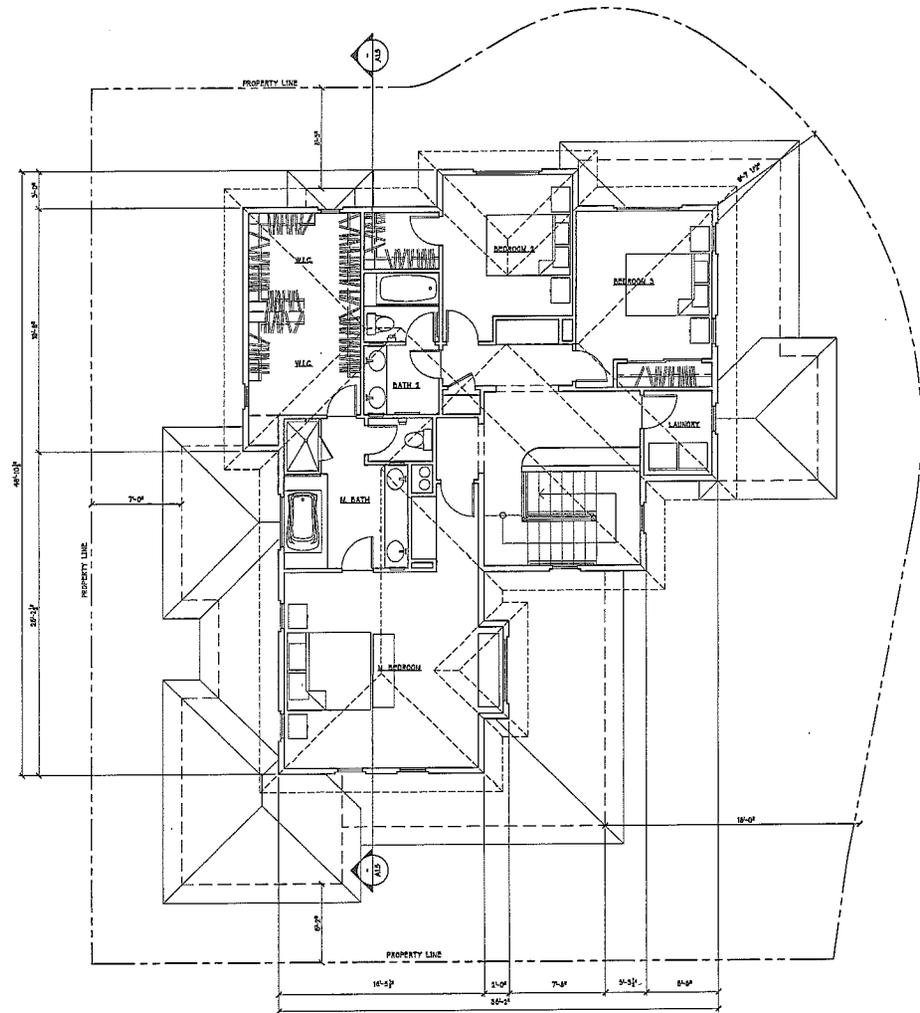


LOT 1  
 1/4" = 1'-0"  
 4 BED/ 3 BATH  
 TOTAL LIVING = 2,746 S.F.  
 1ST LEVEL PLAN  
 SWING = 1,408 S.F.  
 GARAGE = 441 S.F.

990 Wren Avenue  
 Santa Clara California



LOT 1 - 1ST LEVEL PLAN **A1.1**  
 03.20.2015



LOT 1  
1/4" = 1'-0"

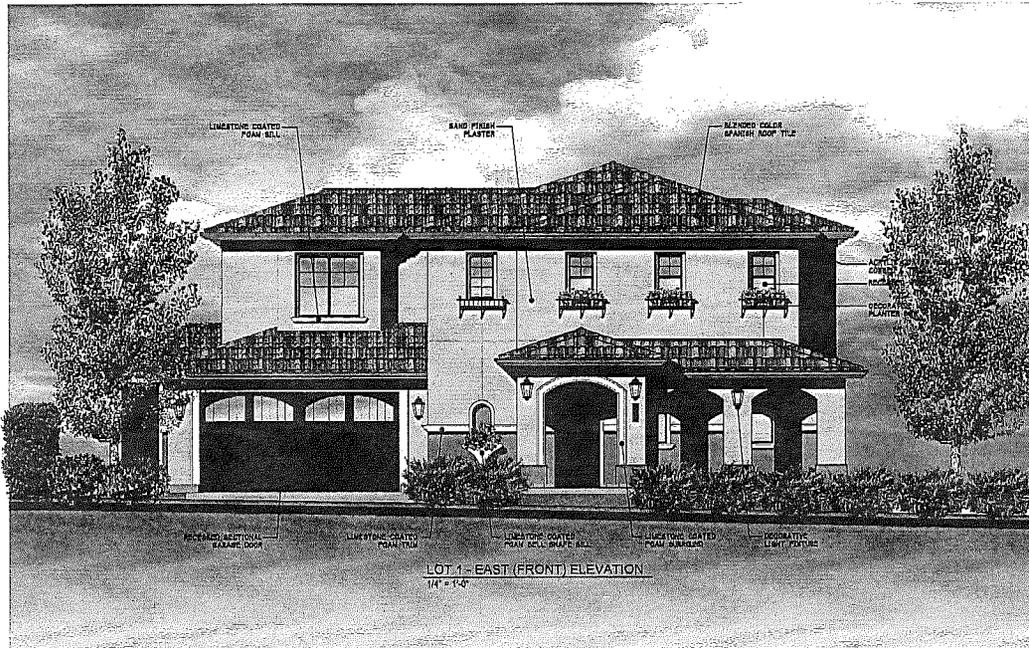
4 BED/ 3 BATH  
TOTAL LIVING = 2,746 S.F.

2ND LEVEL PLAN  
LIVING = 1,264 S.F.

990 Wren Avenue  
Santa Clara California



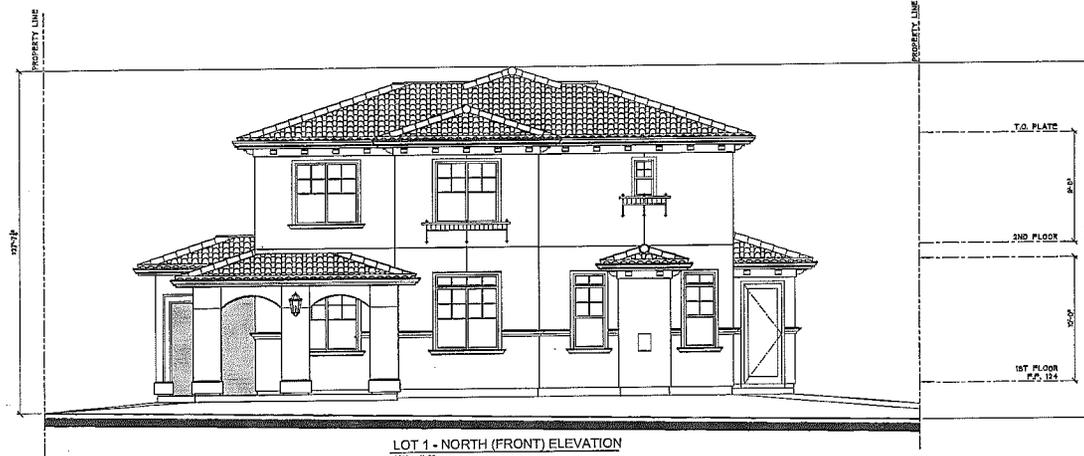
LOT 1 - 2ND LEVEL PLAN **A1.2**  
03.20.2015



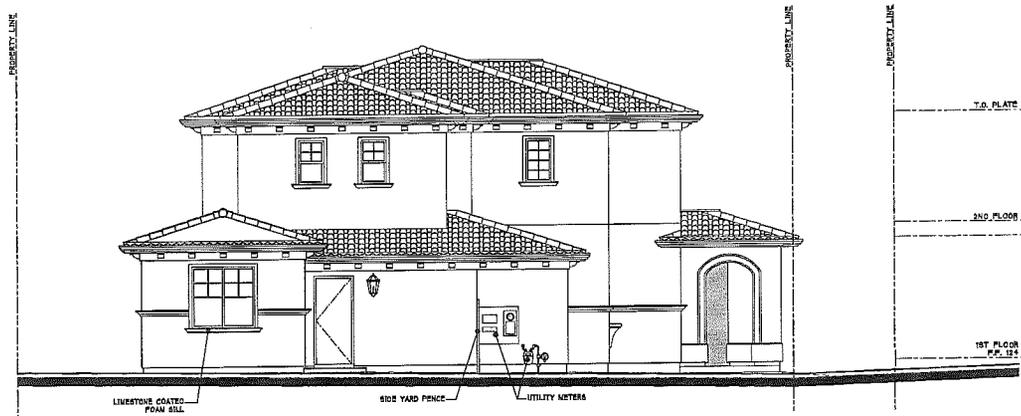
LOT 1 - EAST (FRONT) ELEVATION  
1/4" = 1'-0"



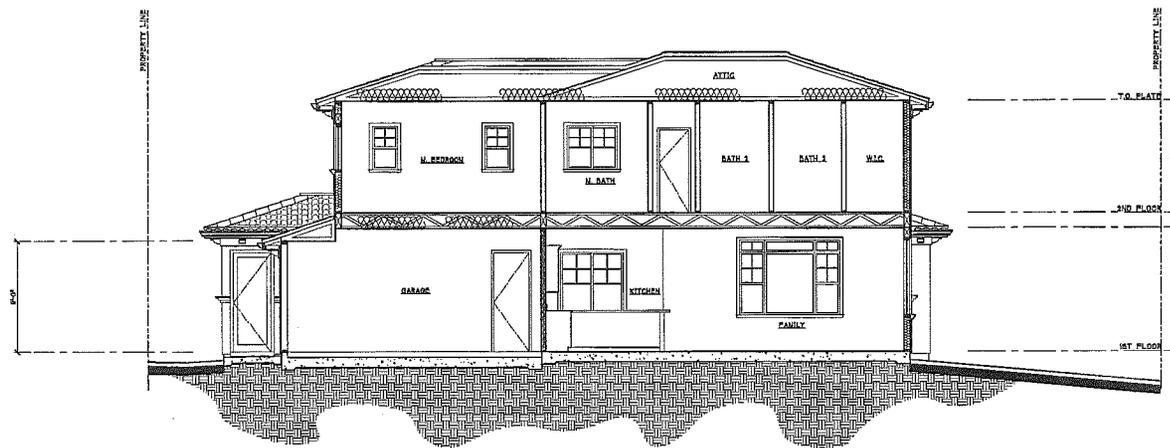
LOT 1 - WEST (REAR) ELEVATION  
1/4" = 1'-0"  
SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 1 - NORTH (FRONT) ELEVATION  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 1 - SOUTH (SIDE) ELEVATION  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 1 - BUILDING SECTION  
1/4" = 1'-0"

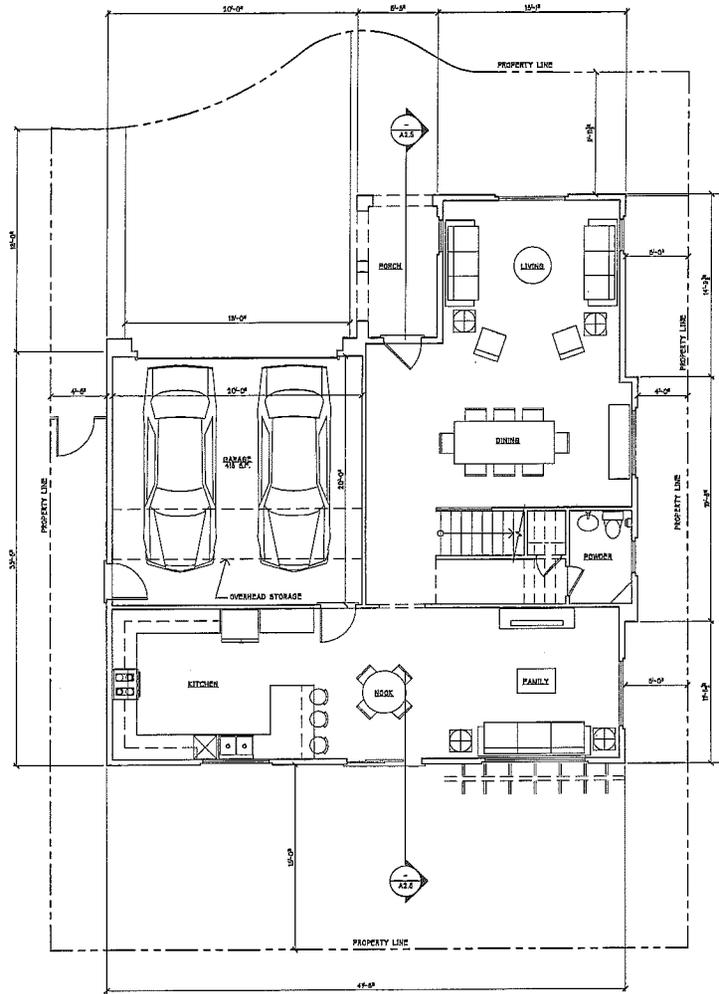
990 Wren Avenue  
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LOT 1 - BUILDING SECTION **A1.5**

03.20.2015



LOT 2  
1/4" = 1'-0"

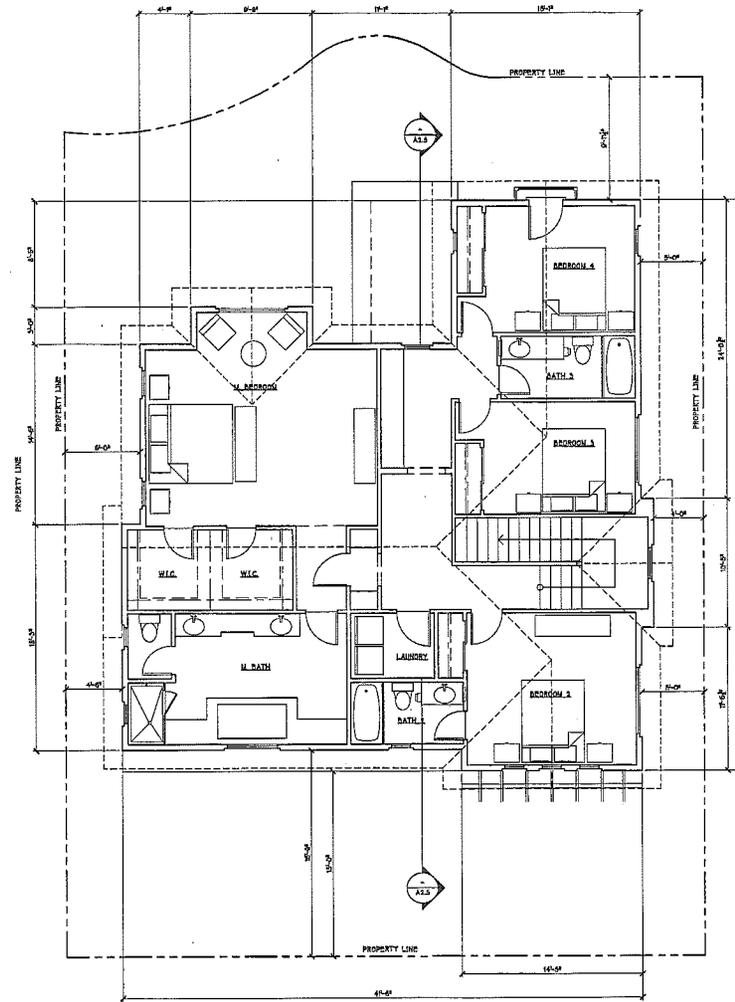
4 BED/ 3.5 BATH  
TOTAL LIVING = 2,001 S.F.

1ST LEVEL PLAN  
LIVING = 1,166 S.F.  
GARAGE = 415 S.F.

990 Wren Avenue  
Santa Clara California



LOT 2 - 1ST LEVEL PLAN **A2.1**  
03.20.2015



LOT 2  
1/4" = 1'-0"

4 BED 3.5 BATH  
TOTAL LIVING = 2,661 S.F.

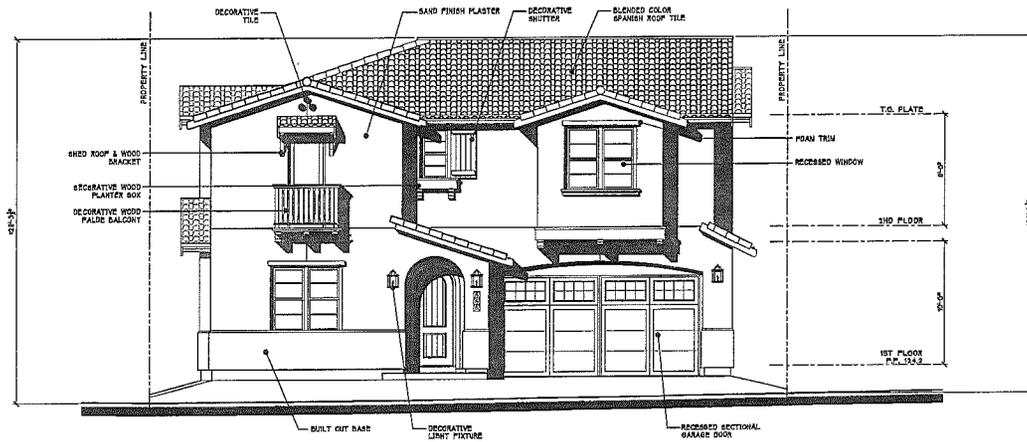
2ND LEVEL PLAN  
LIVING = 1,481 S.F.

990 Wren Avenue  
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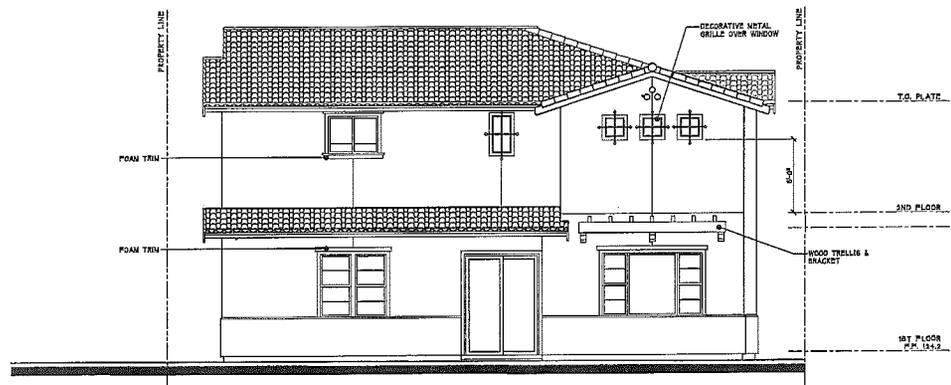


LOT 2 - 2ND LEVEL PLAN **A2.2**

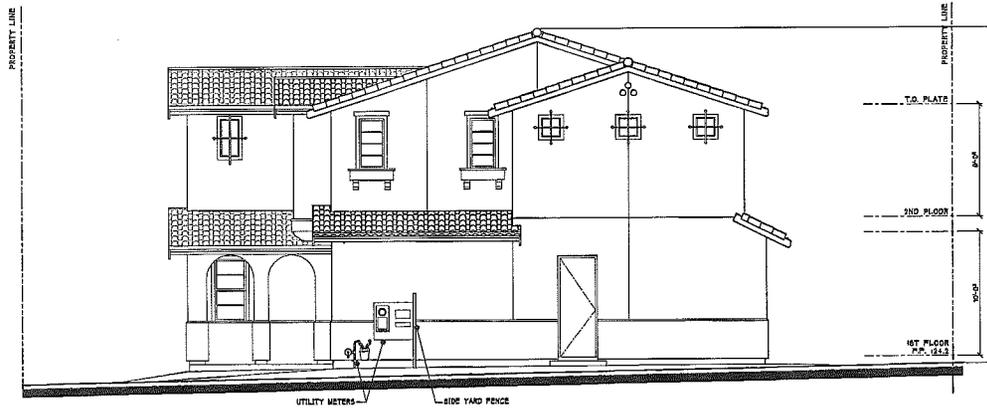
03.20.2015



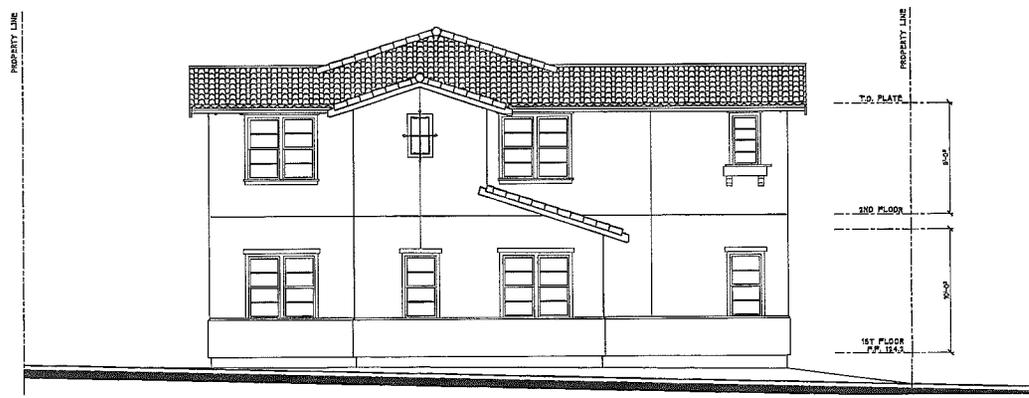
LOT 2 - NORTH (FRONT) ELEVATION  
1/4" = 1'-0"



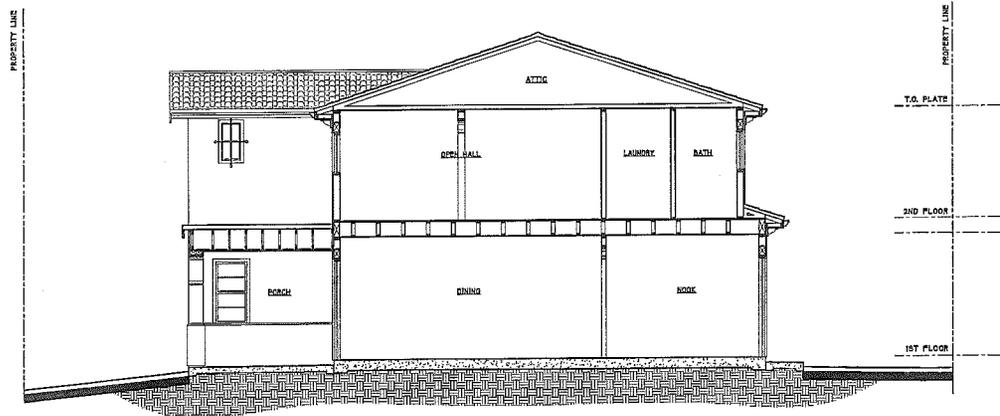
LOT 2 - SOUTH (REAR) ELEVATION  
1/4" = 1'-0"  
SEE FRONT ELEVATION FOR TYPICAL NOTES



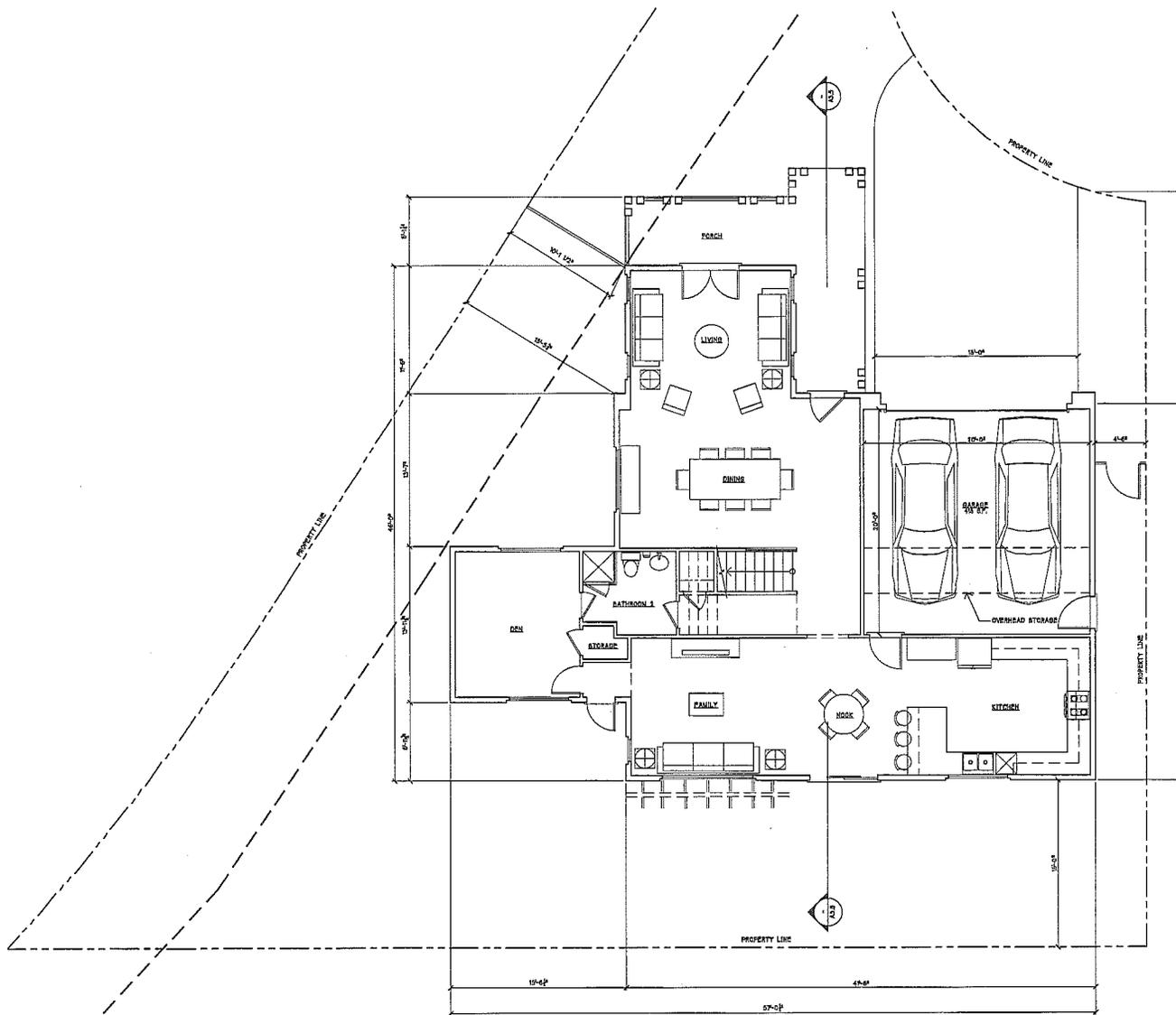
**LOT 2 - WEST (SIDE) ELEVATION**  
 118' x 143'  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



**LOT 2 - EAST (SIDE) ELEVATION**  
 141' x 130'  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 2 - BUILDING SECTION  
1/4" = 1'-0"



LOT 3  
1/4" = 1'-0"

4 BEDS/2EN/4 BATH  
TOTAL LIVING = 2,888 S.F.

1ST LEVEL PLAN  
LIVING = 1,200 S.F.  
GARAGE = 418 S.F.

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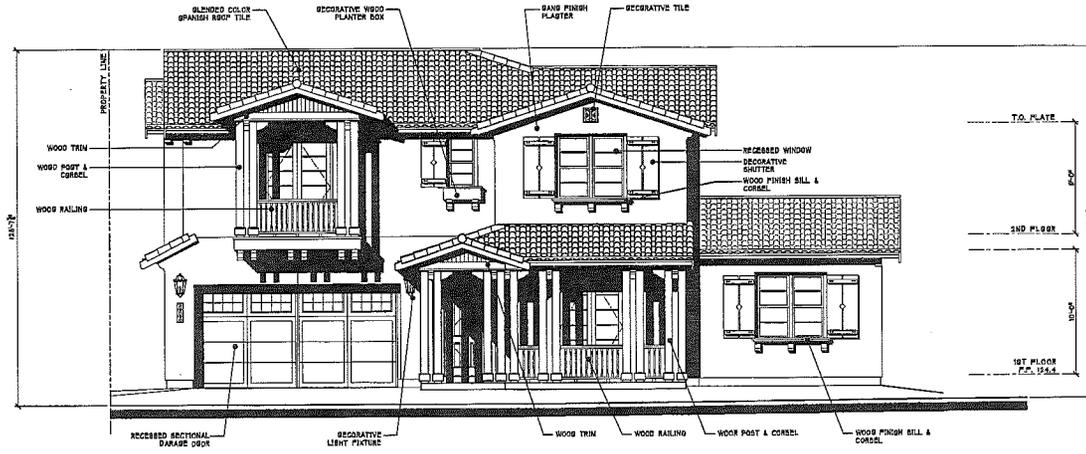


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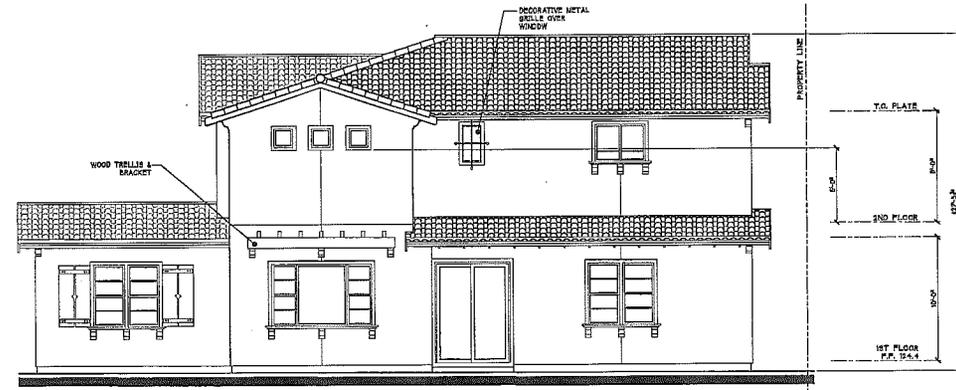
LOT 3 - 1ST LEVEL PLAN **A3.1**

03.20.2015

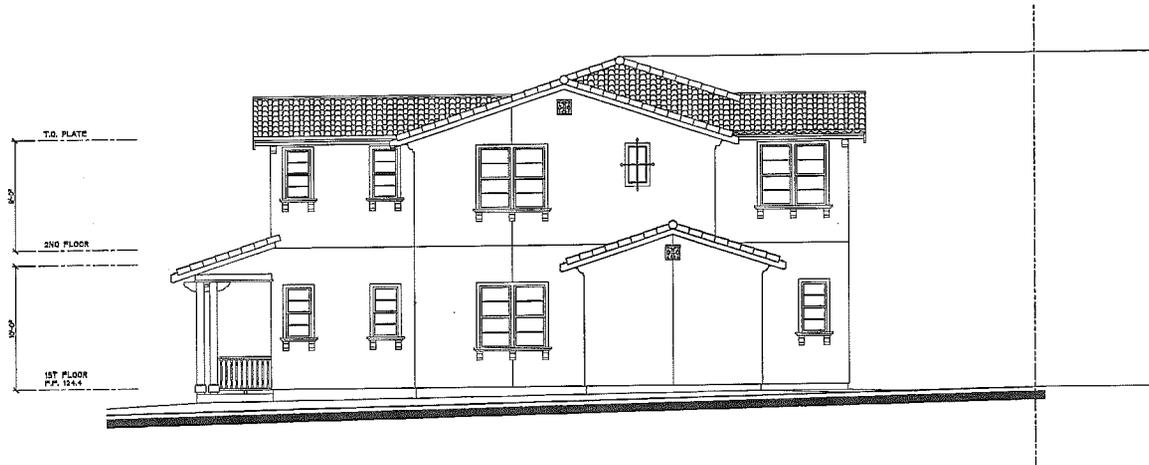




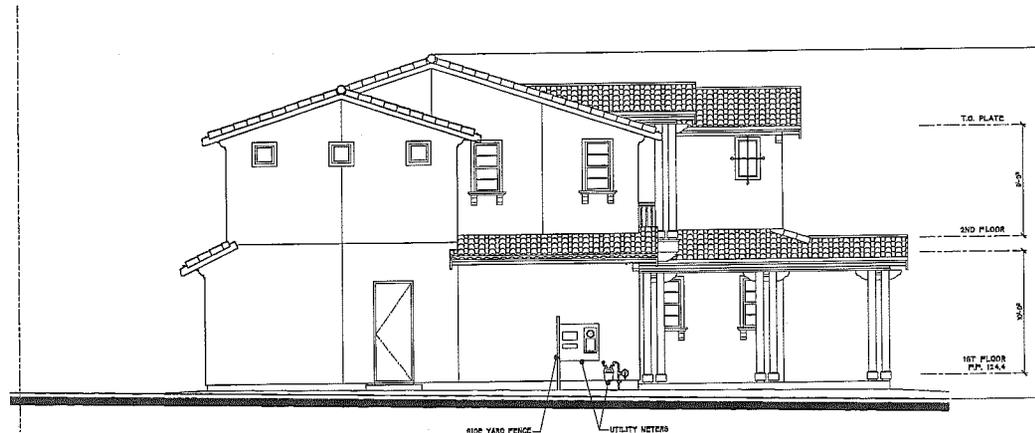
LOT 3 - NORTH (FRONT) ELEVATION  
1/4" = 1'-0"



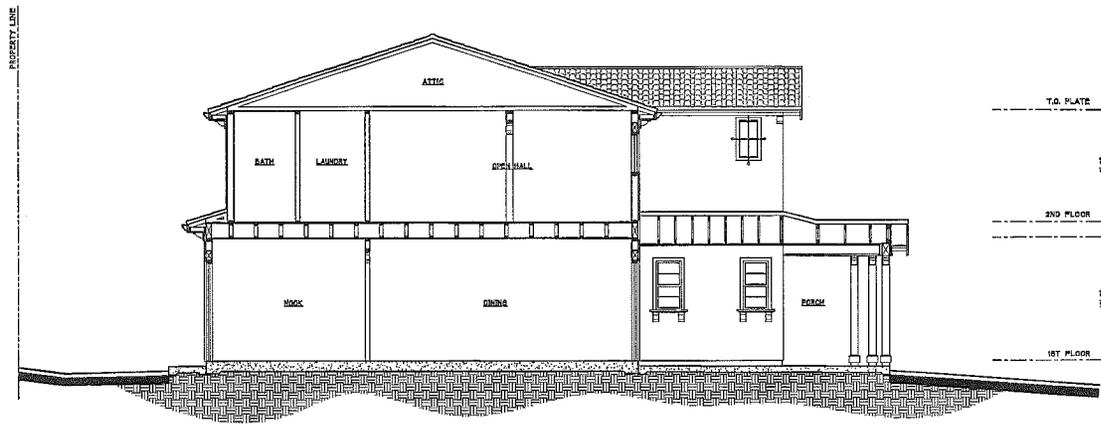
LOT 4 - SOUTH (REAR) ELEVATION  
1/4" = 1'-0"  
SEE FRONT ELEVATION FOR TYPICAL NOTES



**LOT 3 - WEST (SIDE) ELEVATION**  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES

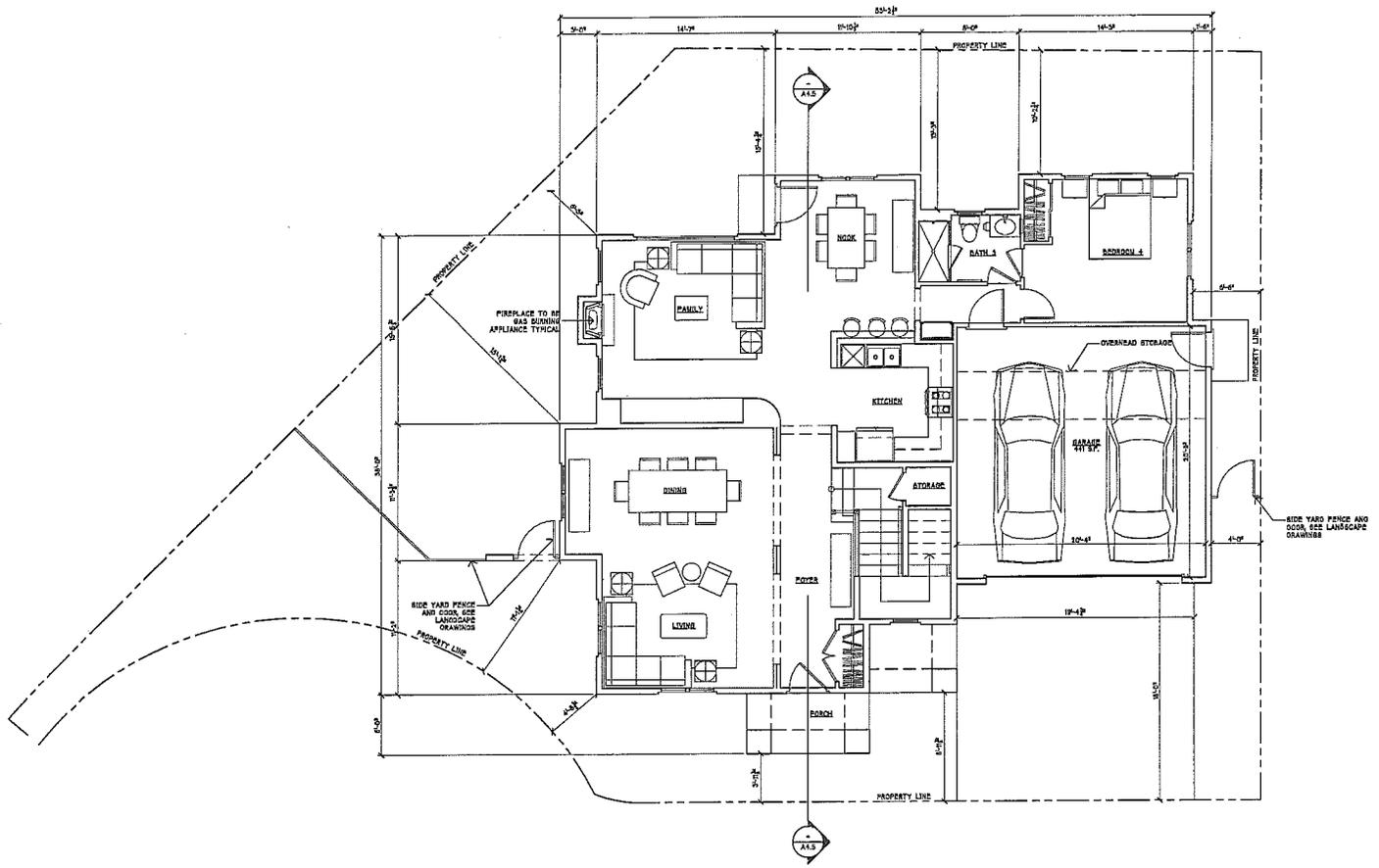


**LOT 4 - EAST (SIDE) ELEVATION**  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 3 - BUILDING SECTION  
1/4" = 1'-0"



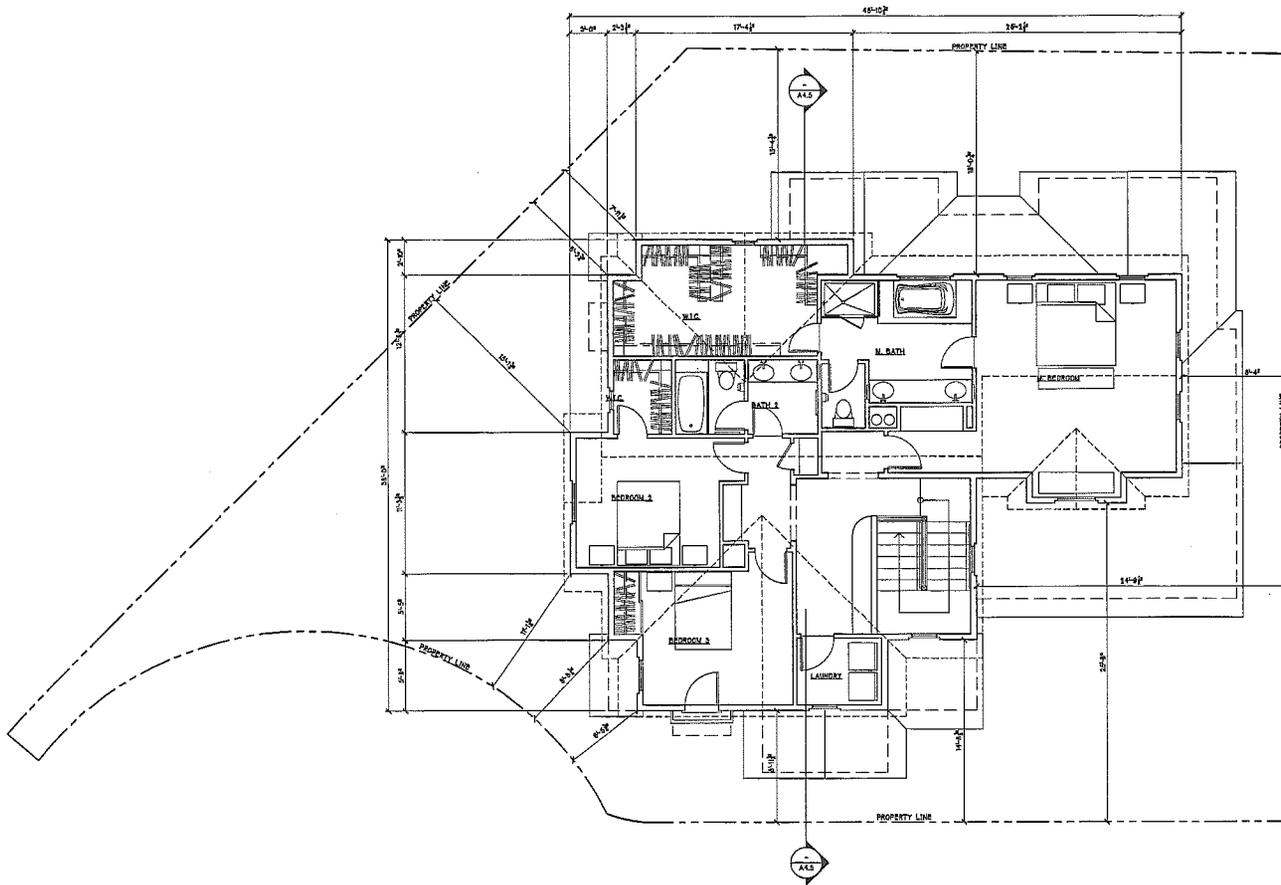


**LOT 4**  
 1/4" = 1'-0"  
 4 BED/3 BATH  
 TOTAL LIVING = 2,570 S.F.  
 1ST LEVEL PLAN  
 LIVING = 1,410 S.F.  
 GARAGE = 441 S.F.

**990 Wren Avenue**  
 Santa Clara California



**LOT 4 - 1ST LEVEL PLAN** **A4.1**  
 03.20.2015



LOT 4  
 1/4" = 1'-0"  
 4 BED/ 3 BATH  
 TOTAL LIVING = 2,670 S.F.  
 2ND LEVEL PLAN  
 LIVING = 1,250 S.F.

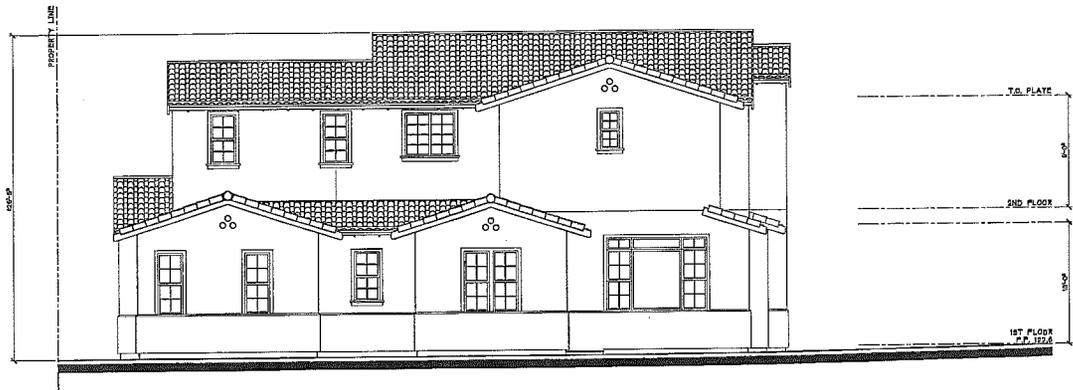
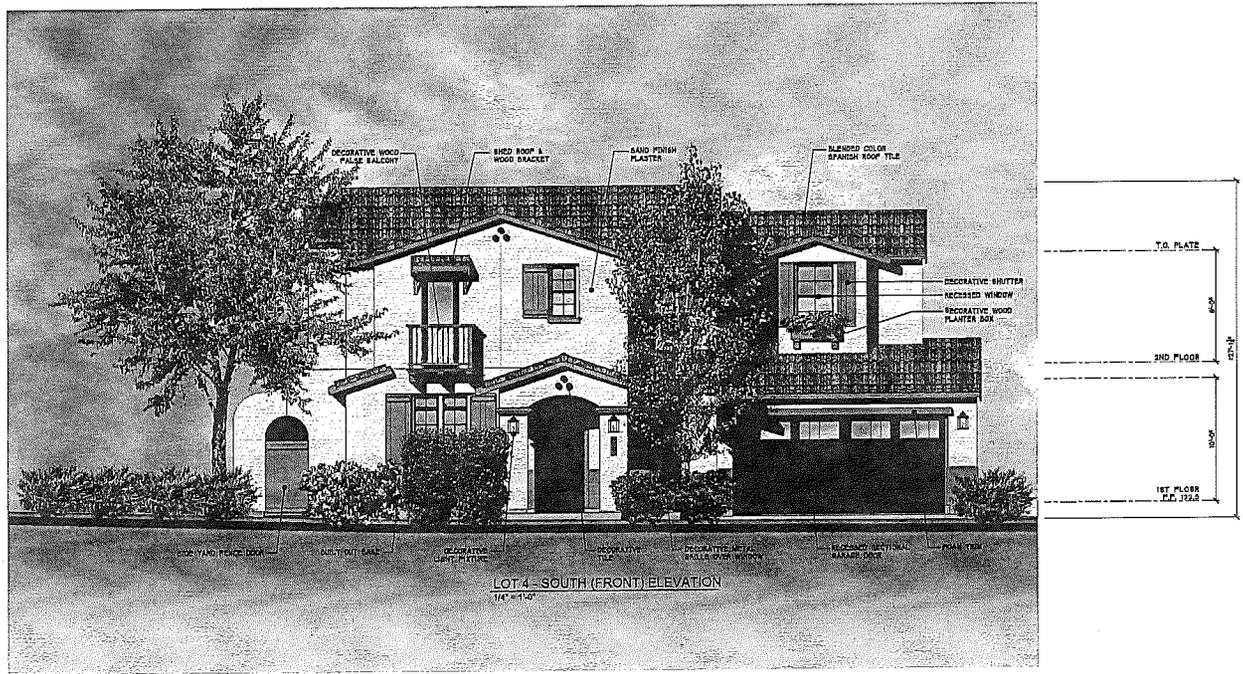
990 Wren Avenue

Santa Clara California

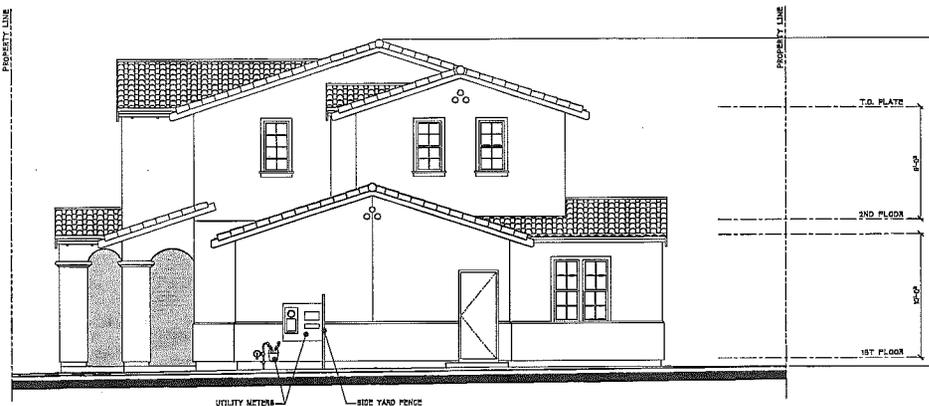


LOT 4 - 2ND LEVEL PLAN **A4.2**

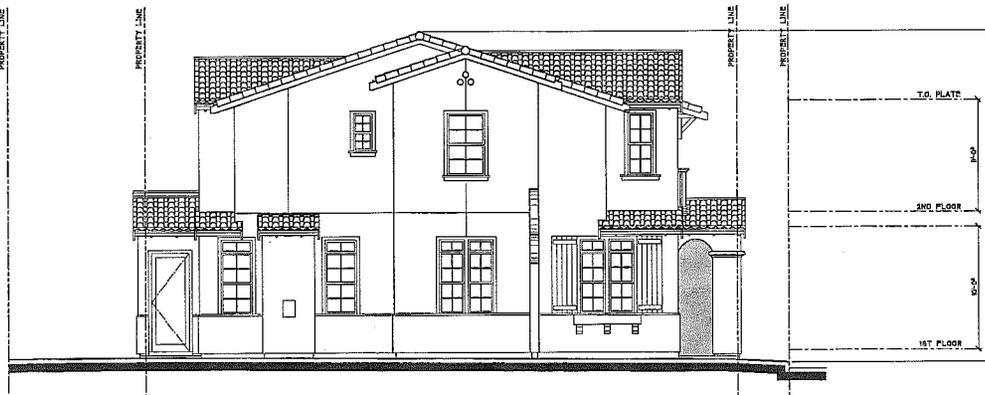
03.20.2015



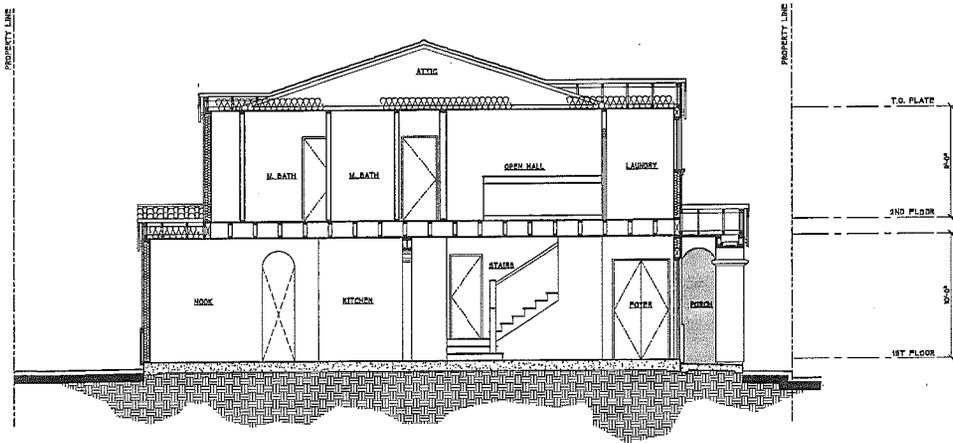
LOT 4 - NORTH (REAR) ELEVATION  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



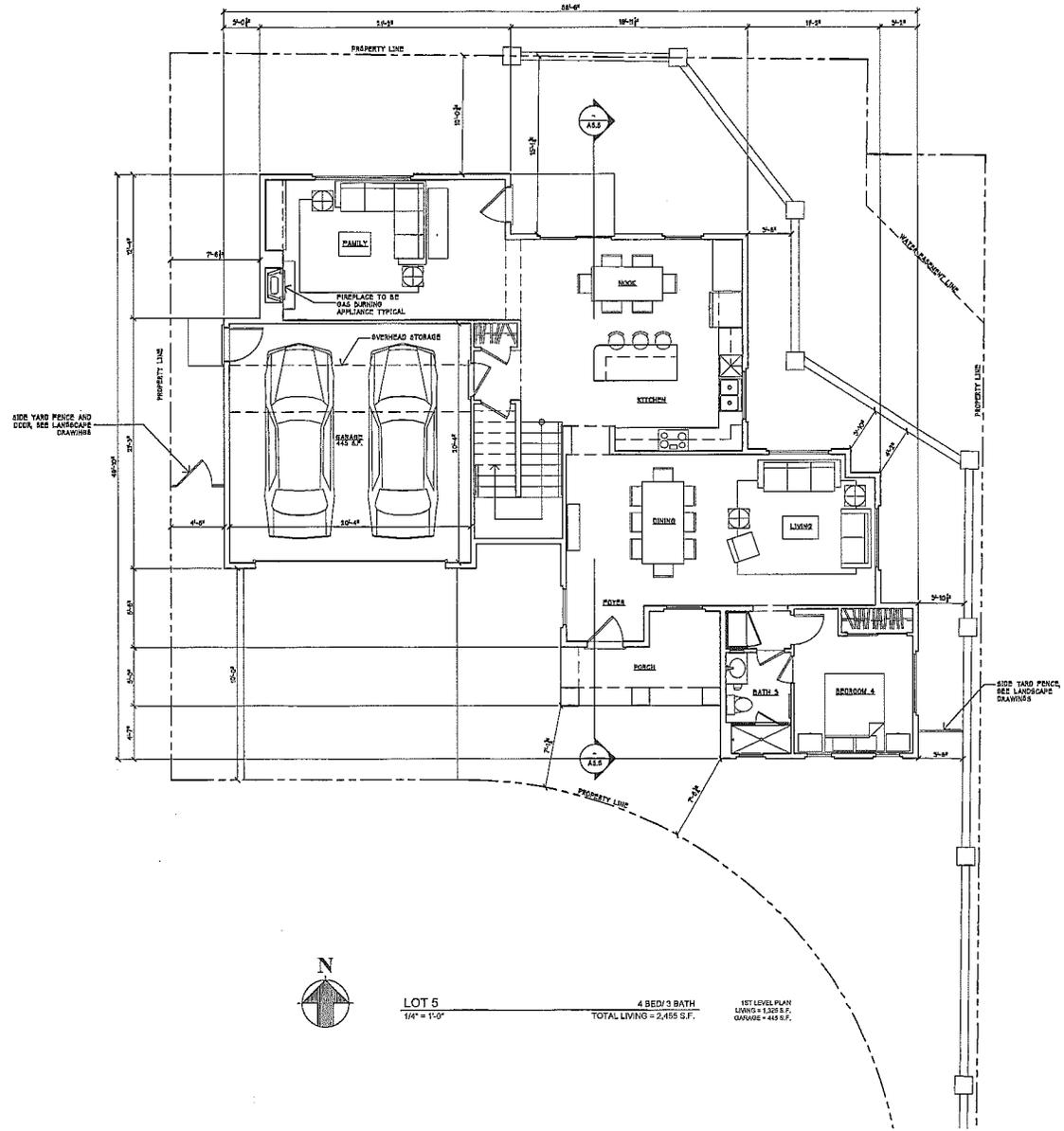
LOT 4 - EAST (SIDE) ELEVATION  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 4 - WEST (SIDE) ELEVATION  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



LOT 4 - BUILDING SECTION  
1/4" = 1'-0"



LOT 5  
1/4" = 1'-0"

4 BED/ 3 BATH  
TOTAL LIVING = 2,455 S.F.

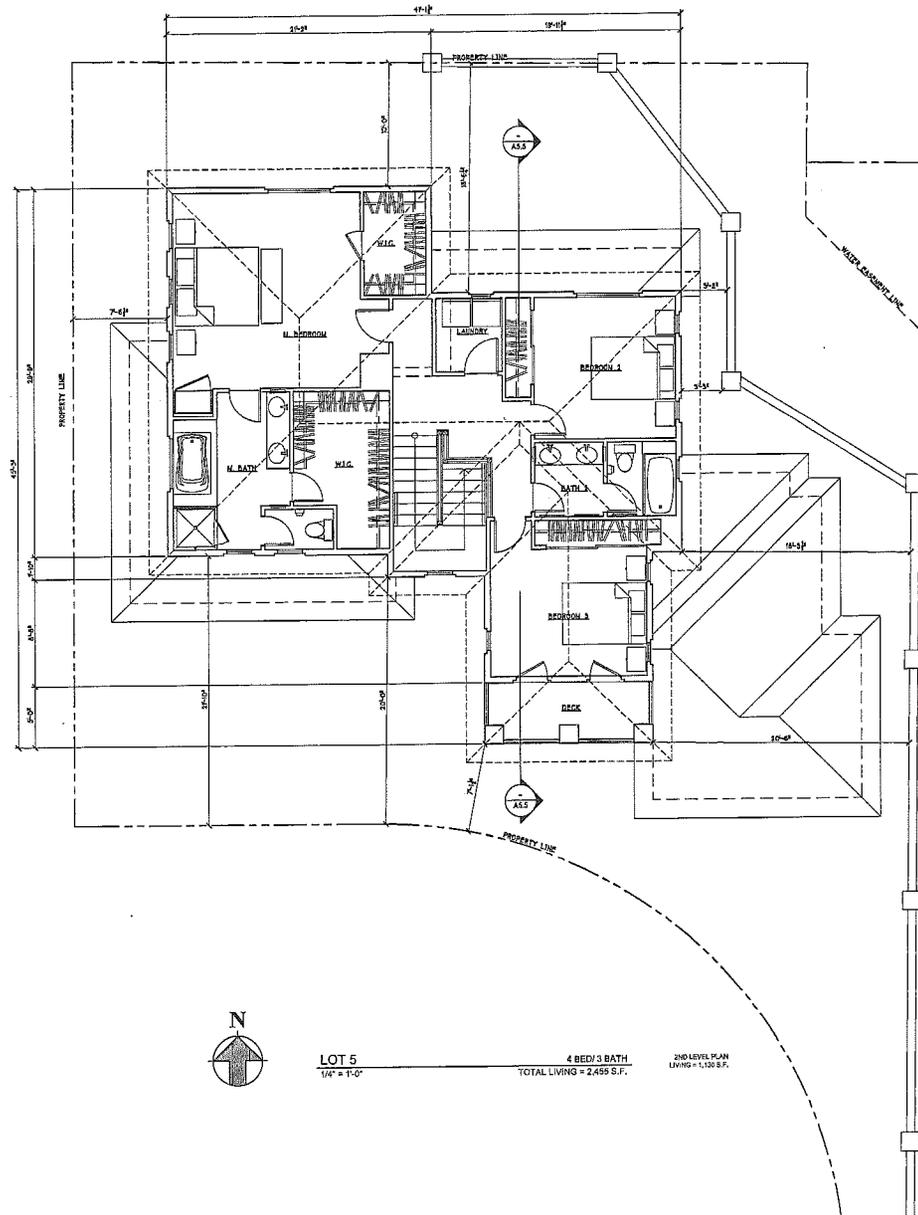
1ST LEVEL PLAN  
LIVING = 1,265 S.F.  
GARAGE = 445 S.F.

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LOT 5 - 1ST LEVEL PLAN

**A5.1**  
03.20.2015



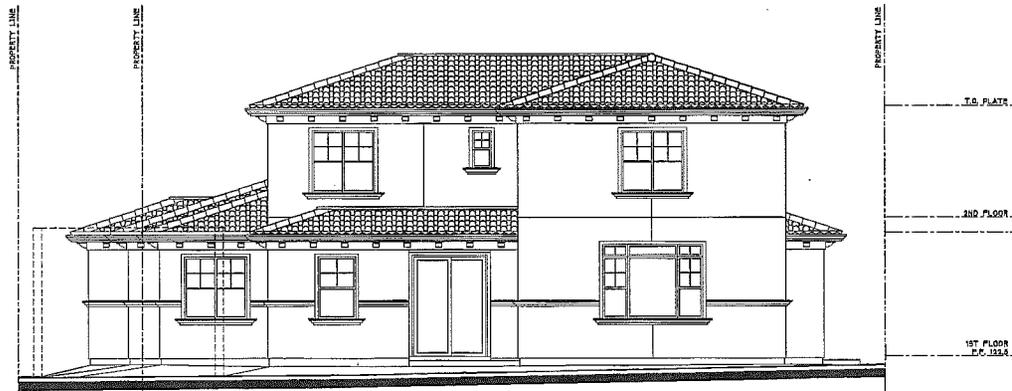
990 Wren Avenue  
 Santa Clara California

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 ARCHITECTURE • PLANNING • DESIGN GROUP  
 yan@ytsb.com

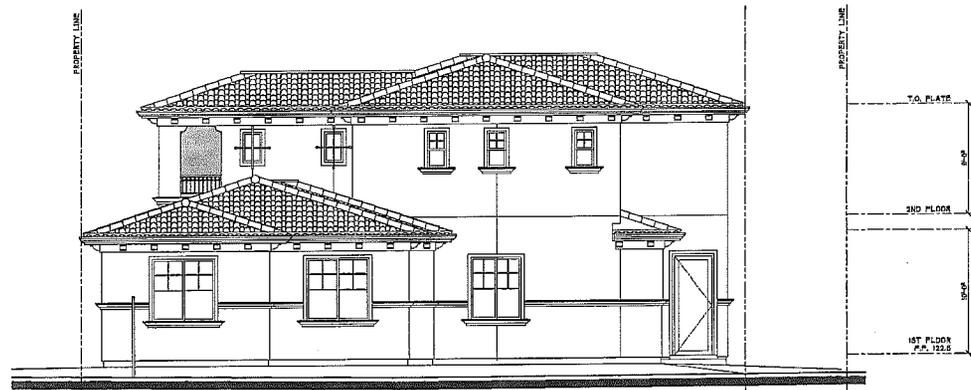
LOT 5 - 2ND LEVEL PLAN **A5.2**  
 03.20.2015



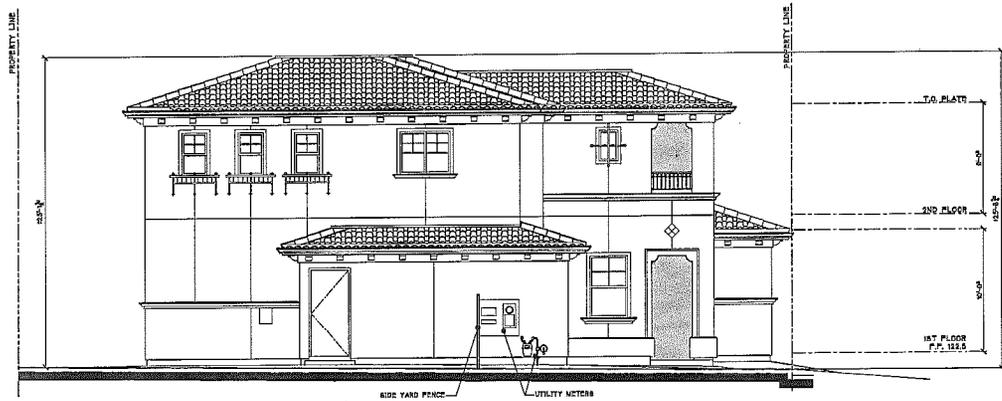
LOT 5 - SOUTH (FRONT) ELEVATION  
1/4" = 1'-0"



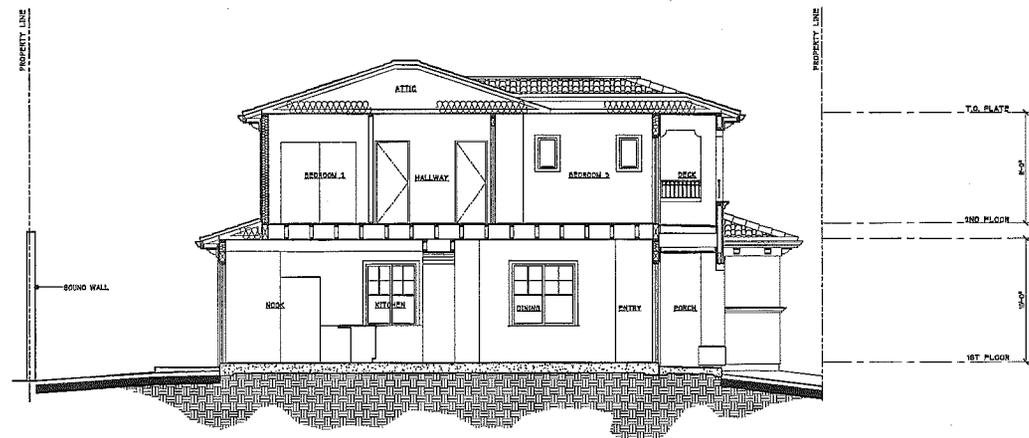
LOT 5 - NORTH (REAR) ELEVATION  
1/4" = 1'-0"  
SEE FRONT ELEVATION FOR TYPICAL NOTES



**LOT 5 - EAST (SIDE) ELEVATION**  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES



**LOT 5 - WEST (SIDE) ELEVATION**  
 1/4" = 1'-0"  
 SEE FRONT ELEVATION FOR TYPICAL NOTES

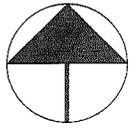


LOT 5 - BUILDING SECTION  
1/4" = 1'-0"

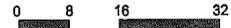




| LEGEND |                                     |                     |
|--------|-------------------------------------|---------------------|
| SYMBOL | DESCRIPTION                         | NOTES               |
| ①      | BIOSWALE                            | SEE CIVIL PLANS     |
| ②      | CONCRETE WALKWAY                    | SEE DETAIL SHEET L4 |
| ③      | MAILBOX LOCATIONS                   | FINAL SPEC BY OWNER |
| ④      | 24" SQUARE CONCRETE STEPPING STONES | GREY                |

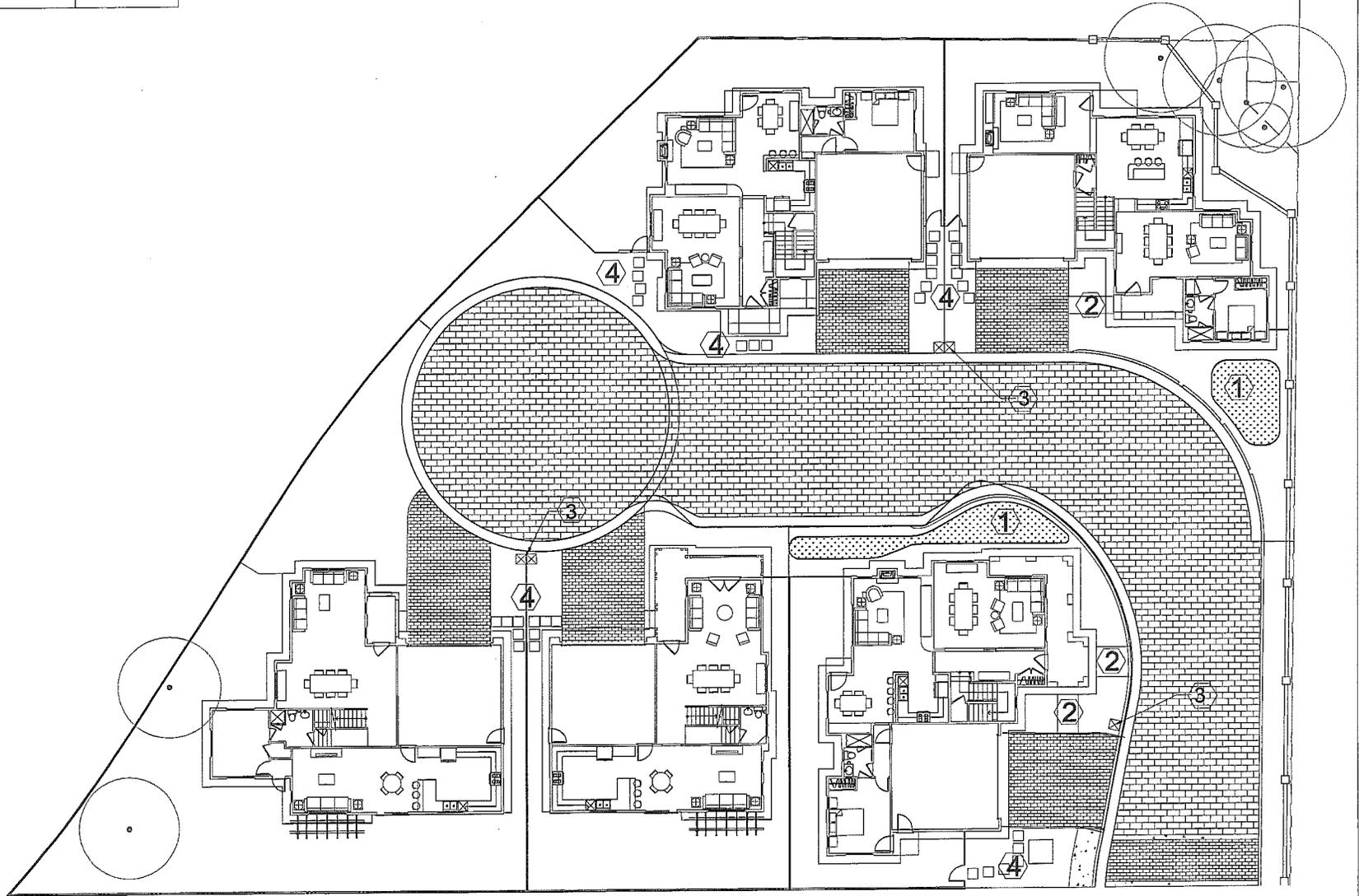


NORTH



SCALE: 1/8" = 1'-0"

64

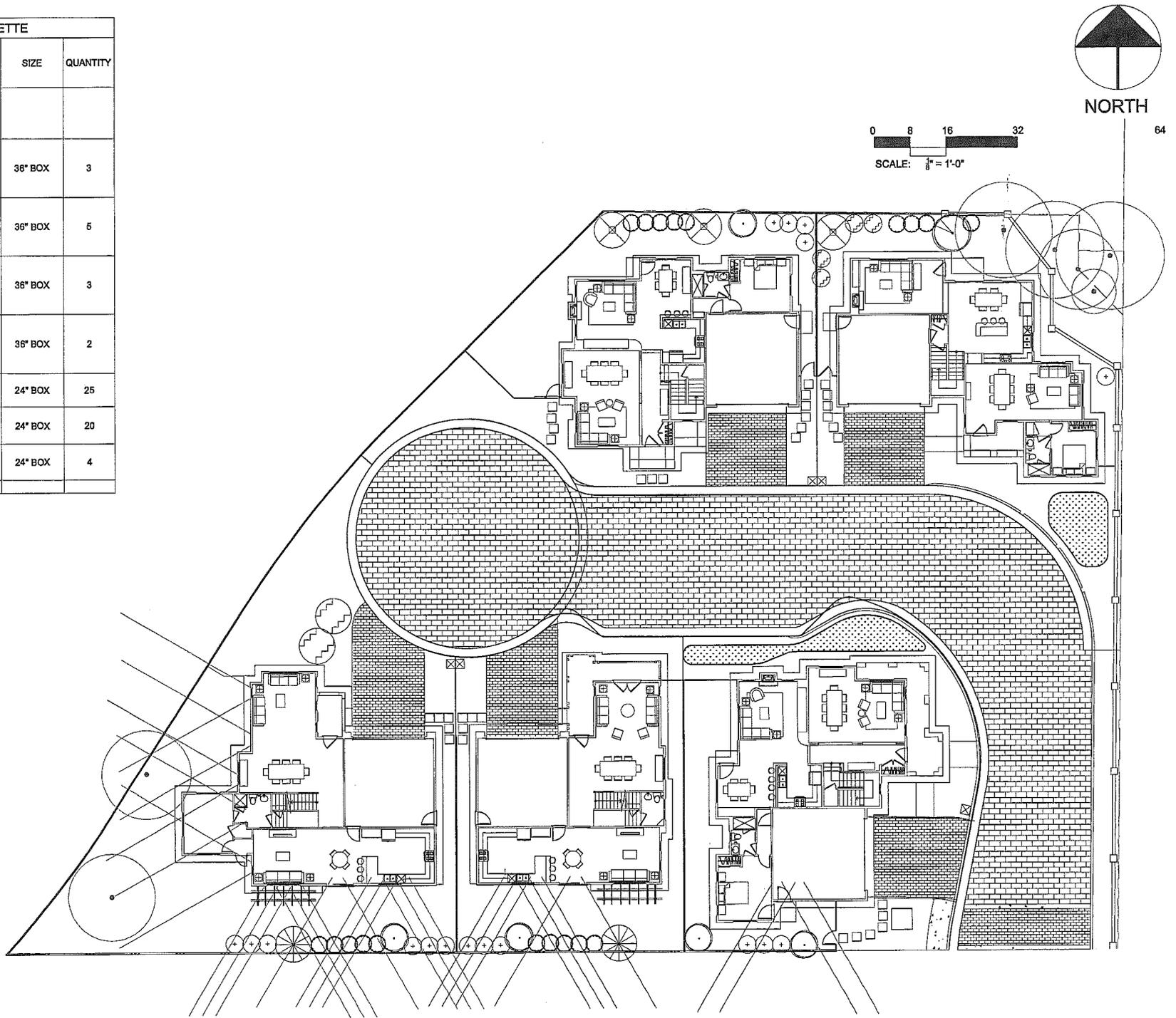


| REVISIONS |              |
|-----------|--------------|
| No.       | Description  |
| 1         | DTF COMMENTS |
| 2         | DTF COMMENTS |
| 3         | DTF COMMENTS |

|              |            |
|--------------|------------|
| DATE:        | 04/22/2014 |
| DRAWN BY:    | CC         |
| CHECKED BY:  | CC         |
| PROJECT NO.: | 14-0000    |

WREN AVENUE  
 SANTA CLARA, CA  
 LANDSCAPE PLAN

| PLANTING PALETTE  |                         |         |          |
|---|-------------------------|---------|----------|
| SYMBOL  | NAME                    | SIZE    | QUANTITY |
|  | EXISTING TREE TO REMAIN |         |          |
|  | LAURUS NOBILIS          | 36" BOX | 3        |
|  | ARBUTUS MARINA          | 36" BOX | 5        |
|  | CINNAMOMUM CAMPHORA     | 36" BOX | 3        |
|  | LOPHOSTEMON CONFERTA    | 36" BOX | 2        |
|  | PRUNUS CAROLIANA        | 24" BOX | 25       |
|  | CUPRESSUS SEMPERVIRENS  | 24" BOX | 20       |
|  | ERIOBOTRYA DEFLEXA      | 24" BOX | 4        |

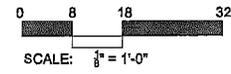
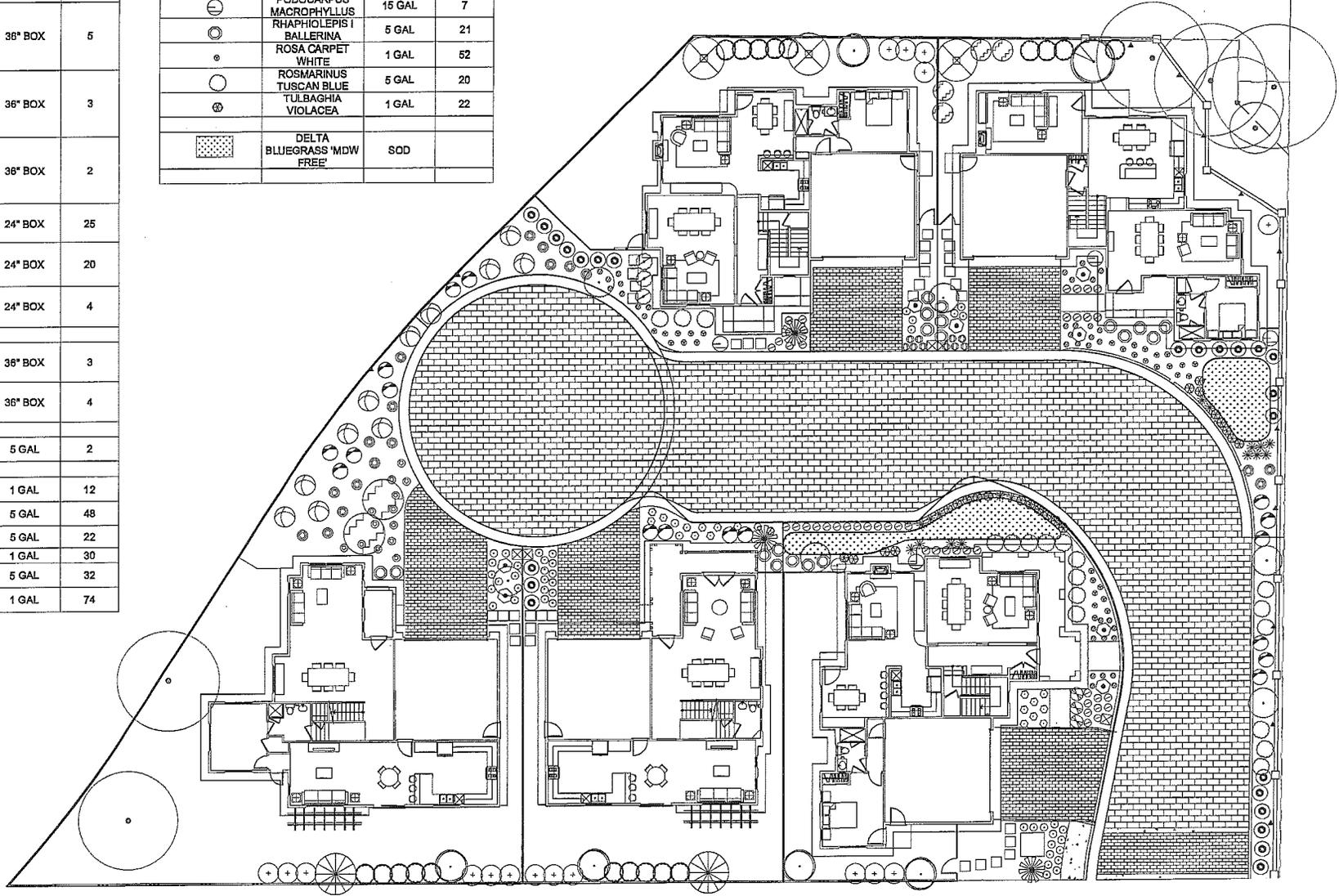


| No. | Revisions     | Date |
|-----|---------------|------|
| 1   | CITY COMMENTS |      |
| 2   | REVISED       |      |
| 3   | REVISED       |      |

**WREN AVENUE**  
 DATE: 08/20/2014  
 PROJ. NO.: 2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]

| PLANTING PALETTE |                          |         |          |
|------------------|--------------------------|---------|----------|
| SYMBOL           | NAME                     | SIZE    | QUANTITY |
|                  | EXISTING TREE TO REMAIN  |         |          |
|                  | LAURUS NOBILIS (STD)     | 36" BOX | 3        |
|                  | ARBUS MARINA (STD)       | 36" BOX | 5        |
|                  | CINNAMOMUM CAMPHORA      | 36" BOX | 3        |
|                  | LOPHOSTEMON CONFERTA     | 36" BOX | 2        |
|                  | PRUNUS CAROLIANA (STD)   | 24" BOX | 25       |
|                  | CUPRESSUS SEMPERVIRENS   | 24" BOX | 20       |
|                  | ERIOBOTRYA DEFLEXA (STD) | 24" BOX | 4        |
|                  | JACARANDA MIMOSIFOLIA    | 36" BOX | 3        |
|                  | GINKGO BILOBA            | 36" BOX | 4        |
|                  | HARDENBERGIA VIOLACEA    | 5 GAL   | 2        |
|                  | ACHILLEA MILLEFOLIUM     | 1 GAL   | 12       |
|                  | ARCTOSTAPHYLOS EDMUNSI   | 5 GAL   | 48       |
|                  | BUXUS JAPONICA           | 5 GAL   | 22       |
|                  | CAREX TUMICOLA           | 1 GAL   | 30       |
|                  | CORNUS STOLINIFERA       | 5 GAL   | 32       |
|                  | ERIGERON KARVINSKIANUS   | 1 GAL   | 74       |

|  |                             |        |    |
|--|-----------------------------|--------|----|
|  | GERANIUM BLOKOVO            | 1 GAL  | 52 |
|  | PELARGONIUM 'LAVENDER IVY'  | 1 GAL  | 52 |
|  | HEUCHERA SANGUINEUM         | 1 GAL  | 24 |
|  | LANTANA MONTEVIDENSIS       | 1 GAL  | 39 |
|  | PITTIOSPORUM 'SILVER SHEEN' | 5 GAL  | 22 |
|  | MYOPORIUM PARVIFOLIUM       | 1 GAL  | 30 |
|  | MYRSINE AFRICANUS           | 5 GAL  | 25 |
|  | PHORMIUM SUNDOWNER          | 5 GAL  | 13 |
|  | PODOCARPUS MACROPHYLLUS     | 15 GAL | 7  |
|  | RHAPHIOLEPIS I BALLERINA    | 5 GAL  | 21 |
|  | ROSA CARPET WHITE           | 1 GAL  | 52 |
|  | ROSMARINUS TUSCAN BLUE      | 5 GAL  | 20 |
|  | TULBAGHIA VIOLACEA          | 1 GAL  | 22 |
|  | DELTA BLUEGRASS 'MDW FREE'  | SOD    |    |



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| NO. | DESCRIPTION  | DATE |
|-----|--------------|------|
| 1   | CITY COUNCIL |      |
| 2   | CITY COUNCIL |      |
| 3   | CITY COUNCIL |      |
| 4   | CITY COUNCIL |      |

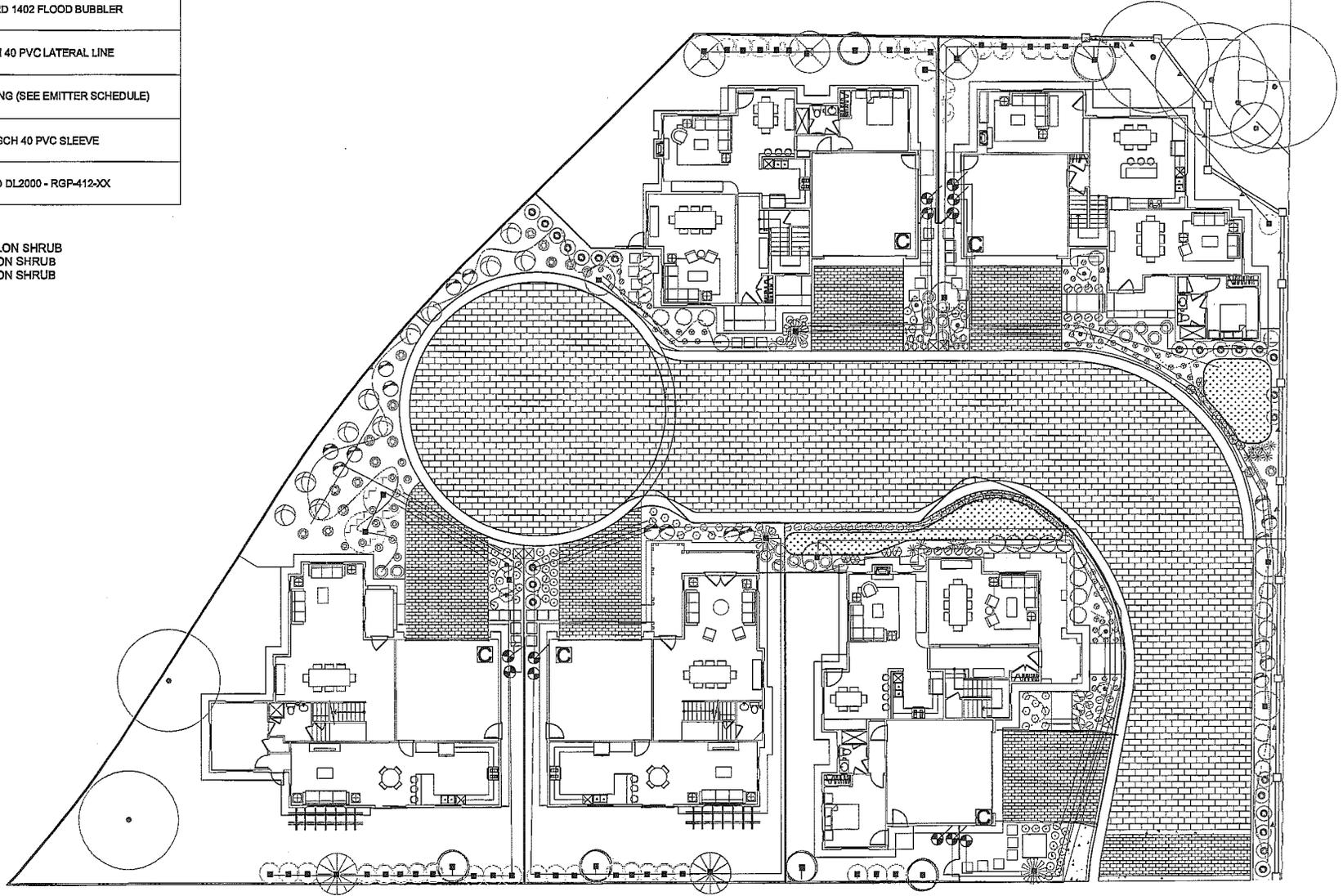
WREN AVENUE

| DATE         | BY | CHKD BY | APP'D BY |
|--------------|----|---------|----------|
| MAY 27, 2014 |    |         |          |

WREN AVENUE  
SANTA CLARA, CA  
PLANTING PLAN

| IRRIGATION LEGEND  |  |
|--|--|
| SYMBOL   | DESCRIPTION                                |
|  | HUNTER PRO-C 6 STATION CONTROLLER          |
|  | RAINBIRD ASFV ANTISIPHON VALVE             |
|  | RAINBIRD ASFV ANTISIPHON VALVE WITH FILTER |
|  | RAINBIRD 1402 FLOOD BUBBLER                |
|  | 3/4" SCH 40 PVC LATERAL LINE               |
|  | 3/8" POLY TUBING (SEE EMITTER SCHEDULE)    |
|  | 2" SCH 40 PVC SLEEVE                       |
|  | TORO DL2000 - RGP-412-XX                   |

EMITTER SCHEDULE  
 (3) 1 GPH EMITTER PER 15 GALLON SHRUB  
 (2) 1 GPH EMITTER PER 5 GALLON SHRUB  
 (1) 1 GPH EMITTER PER 1 GALLON SHRUB



| NO. | REVISIONS     | DATE |
|-----|---------------|------|
| 1   | DESIGN        |      |
| 2   | CITY COMMENTS |      |
| 3   | CITY COMMENTS |      |
| 4   | CITY COMMENTS |      |

**WREN AVENUE**  
 DATE: APR 28, 2014  
 DRAWN BY: CC  
 CHECKED BY: CC  
 PROJECT NO.: 14

### HYDOZONE LEGEND

|   |            |                    |
|---|------------|--------------------|
|  | HYDOZONE 1 | MODERATE WATER USE |
|  | HYDOZONE 2 | LOW WATER USE      |
|   |            |                    |

### WATER USE CALCULATIONS

#### DEFINITIONS

ET<sub>o</sub> = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)  
 SAN JOSE ET<sub>o</sub> = 45.3 INCHES PER YEAR  
 .82 = CONVERSION FACTOR (ACRES-INCHES TO GALLONS)  
 LA = LANDSCAPE AREA  
 .3 = ADDITIONAL WATER ALLOWANCE FOR SLA  
 SLA = SPECIAL LANDSCAPE AREA (SQUARE FEET)  
 PF = PLANT FACTOR FROM WUCOLS  
 MODERATE = ..  
 LOW = .3  
 HA = HYDOZONE AREA (SQUARE FEET)  
 IE = IRRIGATION EFFICIENCY (MINIMUM .71)

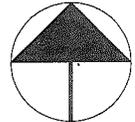
MAXIMUM APPLIED WATER ALLOWANCE (MAWA)  
 (ET<sub>o</sub>)(.82) [(7\*LA) + (.3\*SLA)]

MAWA: (45.3)(.82) [(7\*10859) + (.3\*0)]  
 (28.086) [7801.3] = 213490.11 GALLONS PER YEAR

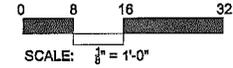
ESTIMATED TOTAL WATER USE (ETWU)  
 (ET<sub>o</sub>)(.82) [(PP\*HA)/IE] + SLA

HYDOZONE AREA 1: (45.3)(.82) [(5\*10087/.71) + 0]  
 (28.086) [(5033.5/.71)] → (28.086) \* (7069.4388) = 199,113.91 GALLONS PER YEAR

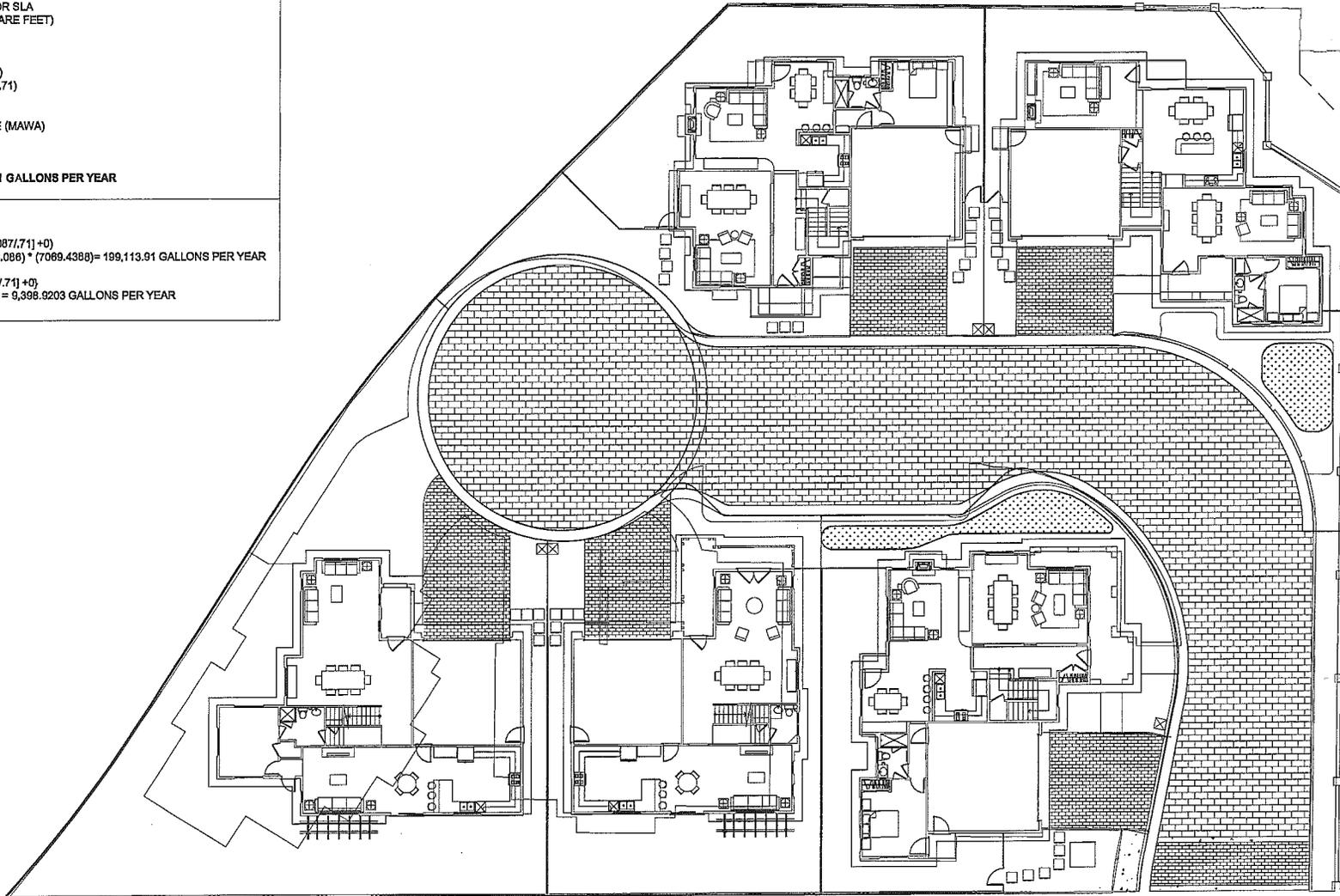
HYDOZONE AREA 2: (45.3)(.82) [(3\*792/.71) + 0]  
 (28.086) [(334.64788)] = 9,398.9203 GALLONS PER YEAR



NORTH



64



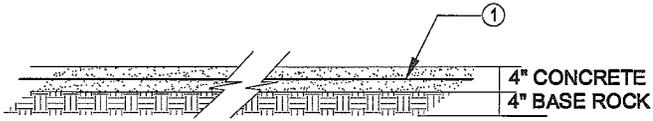
|      |    |      |       |
|------|----|------|-------|
| DATE | BY | CHKD | APP'D |
|      |    |      |       |
|      |    |      |       |
|      |    |      |       |

WREN AVENUE

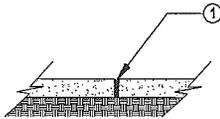
DATE: APR 20, 2014  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 PROJECT NO.: [blank]  
 SHEET NO.: [blank]

WREN AVENUE  
 SANTA CLARA, CA  
 HYDOZONE PLAN

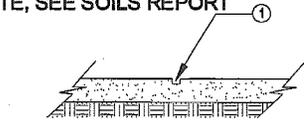
File No.:  
 Plan File No.:  
 SHEET 8 OF 8



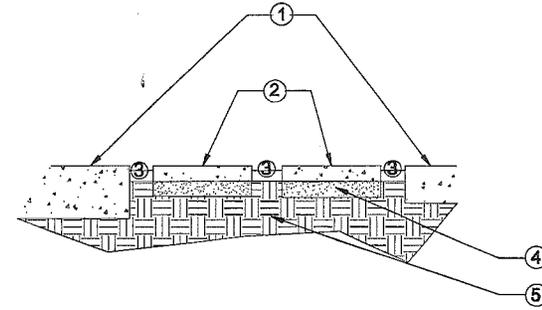
① REBAR THROUGH CONCRETE, SEE SOILS REPORT



① EXPANSION JOINT SET 1/2" BELOW SURFACE



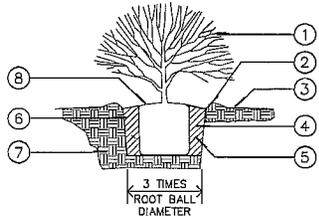
① 1/4" WIDE, 1" TOOLED OR SAW CUT CONTROL JOINT



- ① ADJACENT PAVING
- ② PRECAST CONCRETE STEPPING STONES, SIZE PER PLAN
- ③ MULCH OR PLANTING (SEE PLAN), SPACING PER PLAN
- ④ 1 1/2" - 2" SAND LEVELING COURSE
- ⑤ COMPACTED SUBGRADE

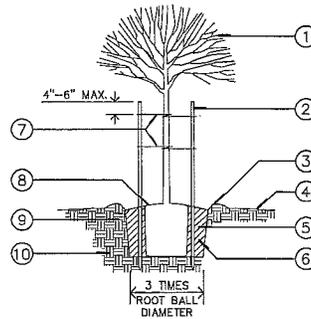
**A** CONCRETE AND JOINT DETAILS  
NTS

**B** STEPPING STONE DETAIL  
NTS



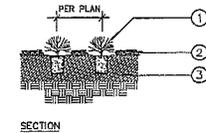
LEGEND:

- 1. SHRUB - CENTER IN PIT.
- 2. 2" DEEP WATERING BASIN
- 3. FINISH GRADE
- 4. AMENDED BACK FILL
- 5. PLANTING TABLETS
- 6. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
- 7. NATIVE UNDISTURBED SOIL.
- 8. SET TOP OF ROOT BALL 2" ABOVE SURROUNDING GRADE AND SLOPE FOR DRAINAGE.



LEGEND:

- 1. TREE - CENTER IN PIT.
- 2. TREE STAKES PER SPECIFICATIONS (2 PER TREE), KEEP CLEAR OF ROOT BALL. REMOVE TOP OF STAKE TO 4" BELOW LOWEST BRANCH. SET STAKES PARALLEL TO PREVAILING WINDS.
- 3. 2" WATER BASIN
- 4. FINISH GRADE
- 5. AMENDED BACK FILL - REFER TO SPECIFICATIONS
- 6. PLANT TABLET - REFER TO SPECIFICATIONS FOR QUANTITY AND PLACEMENT
- 7. TREE TIES - REFER TO SPECIFICATIONS
- 8. SET TOP OF ROOT BALL 2" ABOVE SURROUNDING GRADE AND SLOPE FOR DRAINAGE.
- 9. SCARIFY SIDES AND BOTTOM OF PLANTING PIT
- 10. NATIVE UNDISTURBED SOIL.



EDGE OF PLANTING AREA

PLAN VIEW

LEGEND:

- 1. GROUND COVER FROM FLAT CUTTING LINER, OR ONE GALLON CONTAINER PER PLANT LEGEND
- 2. LAYER OF MULCH, INSTALLED BEFORE PLANTING (DEPTH PER SPECIFICATIONS)
- 3. PLANTING BED PER SPECIFICATIONS

**C** SHRUB PLANTING DETAIL  
NTS

**D** TREE PLANTING DETAIL  
NTS

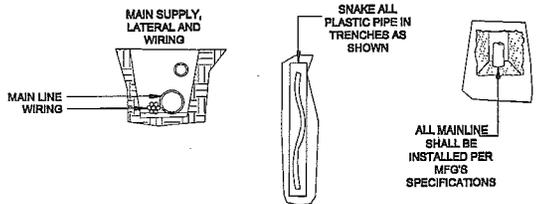
**E** SHRUB SPACING DETAIL  
NTS

| REVISIONS |              |
|-----------|--------------|
| No.       | Description  |
| 1         | DATE CHANGES |
| 2         | DATE CHANGES |
| 3         | DATE CHANGES |

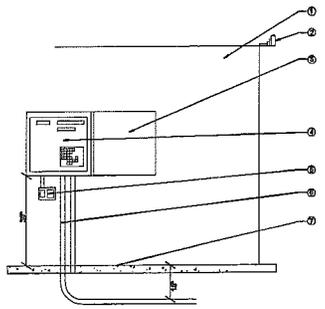
WREN AVENUE

|                |              |
|----------------|--------------|
| DATE           | APR 29, 2014 |
| DRAWN BY       | CE           |
| CHECKED BY     | CE           |
| PROD. LISTS BY | CE           |

WREN AVENUE  
SANTA CLARA, CA  
CONSTRUCTION DETAILS

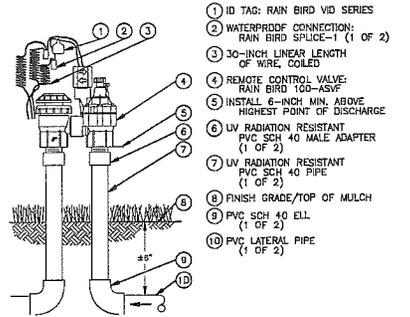


**A** TRENCHING DETAIL  
NTS



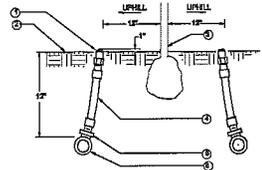
- ① OUTDOOR WALL
- ② SENSOR, LOCATED AT ROOF EDGE
- ③ LOCKABLE ENCLOSURE DOOR
- ④ CONTROLLER
- ⑤ 150 VOLT SWITCH FOR REFERENCE
- ⑥ SCH 40 GREY PVC ELECTRICAL CONDUIT WITH SWEEP ELL FOR LOW VOLTAGE WIRE
- ⑦ FINISH GRADE

**B** CONTROLLER  
NTS



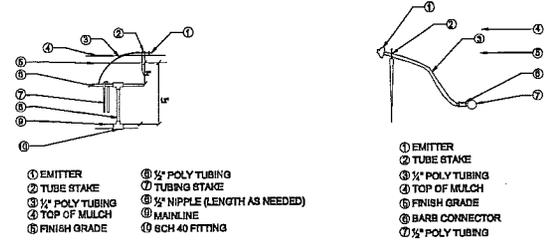
- ① 1/2 INCH LINEAR LENGTH OF WIRE, COILED
- ② REMOTE CONTROL VALVE: RAIN BIRD 120-15V
- ③ 6-INCH MIN. ABOVE HIGHEST POINT OF DISCHARGE
- ④ UV RADIATION RESISTANT PVC SCH 40 MALE ADAPTER (1 OF 2)
- ⑤ UV RADIATION RESISTANT PVC SCH 40 PIPE (1 OF 2)
- ⑥ FINISH GRADE/TOP OF MULCH
- ⑦ PVC SCH 40 ELL (1 OF 2)
- ⑧ PVC LATERAL PIPE (1 OF 2)

**C** REMOTE CONTROL VALVE  
NTS



- ① BUBBLER
- ② FINISH GRADE
- ③ TREE
- ④ 1/2" BALZO HOSE
- ⑤ PVC TEE OR FEMALE ADAPTER ELBOW
- ⑥ PVC LATERAL LINE

**D** TREE BUBBLER DETAIL  
NTS



- ① EMITTER
- ② TUBE STAKE
- ③ 1/2" POLY TUBING
- ④ TOP OF MULCH
- ⑤ FINISH GRADE
- ⑥ 1/2" POLY TUBING
- ⑦ TUBE STAKE
- ⑧ 1/2" NIPPLE (LENGTH AS NEEDED)
- ⑨ MAINLINE
- ⑩ SCH 40 FITTING
- ⑪ EMITTER
- ⑫ TUBE STAKE
- ⑬ 1/2" POLY TUBING
- ⑭ TOP OF MULCH
- ⑮ FINISH GRADE
- ⑯ BARB CONNECTOR
- ⑰ 1/2" POLY TUBING

**E** EMITTER DETAIL  
NTS

| REVISIONS |             |
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| No.       | Description |
| 1         | DATE        |
| 2         | BY          |
| 3         | DATE        |
| 4         | BY          |
| 5         | DATE        |

# WREN AVENUE

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| REV. | DATE |
| 1    | DATE |
| 2    | DATE |
| 3    | DATE |
| 4    | DATE |
| 5    | DATE |

WREN AVENUE  
SANTA CLARA, CA  
CONSTRUCTION DETAILS

**CONSTRUCTION NOTES**

1. All construction shall comply with applicable state and local codes and ordinances by licensed contractors and experienced workmen. The contractor shall obtain and pay for all necessary permits and fees relating to his or her work.

2. These notes are to be used in conjunction with plans. Any discrepancies shall be brought to the attention of the landscape architect prior to construction.

3. Dimensions shown are approximate.

4. The Landscape Contractor is responsible for notifying Landscape Architect, a minimum of 48 hours in advance, for the following site observations and/or meetings: plant layout and final inspection.

5. The Contractor will assume complete responsibility for job site conditions throughout the course of construction for the project, including safety of all personnel and property. This requirement is not limited only to normal working hours. The Contractor further agrees to defend, indemnify, and hold harmless any liability, real or alleged, in connection with the performance of this project, except in the sole negligence of the designer.

**LANDSCAPE NOTES**

1. Plan is diagrammatic. This plan is not a survey, all distances must be verified.

2. All areas shall have 100% coverage with an automatic low flow drip irrigation system.

3. Contractor shall coordinate all work with other trades (i.e. paving, plumbing, electrical, etc.).

4. Contractor shall verify location of existing trees to remain and take necessary precautions to protect those trees.

5. Landscape Contractor shall advise Landscape Architect or Owner's representative, in writing, of all substitutions two weeks prior to construction.

6. New privacy trees shall be planted at minimum 8' high from grade and all new privacy shrubs shall be planted at minimum 6' high from grade.

7. Install all plant material as per details and Soil & Plant Lab report. Information in soil & plant lab report shall prevail over details.

8. 2" of brown bark mulch in all planting areas.

9. Prior to planting, there shall be a smooth transition between finish grade, sidewalk, and hardscapes. All plant area grades and plant material shall be approved by the Landscape Architect or Owner representative prior to any plant installation. Call 48 hours prior to any work and after all material is on site.

10. Upon completion of installation, remove all extraneous material and debris; sweep and wash the area clean.

11. Planted areas shall be maintained for a period of 90 days following landscape construction with written acceptance by landscape designer.

12. Contractor shall guarantee all trees and shrubs for a one year period following the end of the maintenance period.

13. Minimum 8" non-compacted topsoil shall be available in planting areas for water absorption and root growth.

14. The Contractor will assume complete responsibility for job site conditions throughout the course of construction for the project, including safety of all personnel and property. This requirement is not limited only to normal working hours. The Contractor further agrees to defend, indemnify, and hold harmless any liability, real or alleged, in connection with the performance of this project, except in the sole negligence of the designer.

16. Landscape plan is designed in accordance with soils test.

18. Landscape and irrigation design is in conformance with Michael Bench's arborist report.

**IRRIGATION NOTES**

1. Irrigation drawings are diagrammatic. Location of pipes, valves, and other irrigation components may be shown in landscape for visual clarity only. It is the responsibility of the Landscape Irrigation Contractor to identify obstructions in the field and bring them to the attention of the Owner's representative. If this action is not performed, the Landscape Irrigation Contractor will assume full responsibility.

2. All valves shall be located in shrub or ground cover areas.

3. It is the responsibility of the Landscape Irrigation Contractor to design a complete and optimal irrigation system.

4. Irrigation equipment shall be assembled in accordance with details.

5. All irrigation equipment not specified shall be installed per the manufacturer's recommendations and specifications.

6. The Underground Service Alert at 1-800-227-2600, must be called prior to any digging for the project has begun.

7. It is the responsibility of the landscape maintenance company and/or developer to program irrigation controllers to provide the minimum water requirements for good plant health.

8. The Landscape Contractor is responsible for notifying Landscape Architect, a minimum of 48 hours in advance, for the following site observations and/or meetings:

9. The Contractor will assume complete responsibility for job site conditions throughout the course of construction for the project, including safety of all personnel and property. This requirement is not limited only to normal working hours. The Contractor further agrees to defend, indemnify, and hold harmless any liability, real or alleged, in connection with the performance of this project, except in the sole negligence of the designer.

10. Irrigation plans designed in accordance with soils report for site.

| REVISIONS |               | Date |
|-----------|---------------|------|
| No.       | Description   |      |
| 1         | CITY COMMENTS |      |
| 2         | CITY COMMENTS |      |
| 3         | CITY COMMENTS |      |

**WREN AVENUE**

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|-----------|--------------|
| DATE      | APR 29, 2014 |
| DRAWN BY  | CE           |
| PROJ. NO. | 10           |

|                                |
|--------------------------------|
| WREN AVENUE<br>SANTA CLARA, CA |
| NOTES                          |

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 7, B

City of Santa Clara, California



**Date:** May 6, 2015

**To:** City Manager for Council Action

**From:** Director of Planning and Inspection

**Subject:** Public Hearing for the Gateway Village mixed use project consisting of 476 apartments and up to 108,000 square feet of retail space, and associated parking, landscaping, and site improvements in conjunction with the demolition of the existing retail store and fast food restaurant at 3610, 3640 and 3700 El Camino Real [PLN2012-09540/CEQ2012-01149]

## EXECUTIVE SUMMARY:

At the regular meeting of January 20, 2015, the Council reviewed a request to rezone the subject property from Community Commercial (CC) to Planned Development (PD) to allow the development of a mixed-use project consisting of 476 apartment units and approximately 87,100 square feet of retail/commercial spaces, with two plan options provided. Following the applicant's presentation, Council questions and public testimony, the Council continued the hearing to have staff look at alternatives with the applicant to increase the amount of retail area in the project.

At a study session on May 5, 2015, the applicant presented an updated concept that increases the commercial floor area to 100,600 square feet by replacing ground floor residential units facing the commercial center with live-work units. The environmental consultant has confirmed that the change in commercial space attributed to the live-work lofts does not generate trips at the level of retail commercial space and is not significant with respect to traffic impact (the consultant is preparing a technical memo to that effect for the record).

The amended project now provides 108,000 square feet of commercial space, where the existing gross commercial space on the site is 140,000 square feet. The updated plan includes space sufficient for an anchor tenant space of over 55,000 square feet to accommodate Kohl's or another tenant, with approximately 100 added spaces underground below that space. Added are 15 live-work commercial spaces at the ground level of the residential building, facing the commercial village to replace former apartments. This concept now results in a setting with effectively 360-degrees of commercial facades around the central plaza and parking area, with 420 commercial parking spaces, including the ground level of the parking structure within the residential building. The General Plan calls for at least a 0.15 Floor Area Ratio (FAR) of commercial space in this Regional Mixed Use designation, prescribing at least 82,000 square feet of retail. While there is a net reduction in commercial space compared to the current improvements, typical market trends demonstrate that a new center with quality retail would generate more sales tax revenue per square foot than what exists there today.

There are 461 apartments and 15 live-work units providing a total of 476 new living units at a density of 37.7 dwelling units per acre (du/ac). The General Plan supports 37 to 50 du/ac (a range of 466 to 630 units). The revised residential plan reorients the southern building wall facing the existing townhomes. That component as presented in January has been changed to remove the long wall of units to now present individual building

wings extending southward, with the 4<sup>th</sup> level unit removed from the end of each wing and relocated to the main portion of the residential structure surrounding the parking garage.

As noted previously, the project would demolish all existing structures and hardscape on site; only the existing service station remains. Construction includes enhanced streetscape along El Camino Real and Halford Avenue, with amenities such as outdoor seating, accent lighting, bicycle parking, and electric vehicle charging stations.

The project was reviewed by the Planning Commission on December 10, 2014. The Commission moved to adopt Resolutions recommending that the City Council 1) Certify the Environmental Impact Report (EIR) and adopt a Statement of Overriding Considerations and Mitigation Monitoring or Reporting Program (MMRP); 2) Approve the rezone from Community Commercial (CC) to Planned Development (PD); and 3) Approve the Vesting Tentative Subdivision Map; as reflected in the minutes and resolutions prepared for City Council action. The Commission also amended the project conditions to include 1) right turn only from the project site on to Halford Avenue, 2) planting of specimen size trees along the southern boundary of the project to enhance neighborhood privacy, 3) review by the Planning Commission of the traffic and parking study undertaken six months after full project occupancy, and 4) installation of a signalized crosswalk at Halford Avenue and Burnley way. The amended Conditions of Approval reflecting the changes mentioned above are attached to this report. The Commission found the proposed project design a vast improvement over the previous designs proposed for this project site. They also expressed that the project would address the much needed housing needs for the City while providing tax revenue. The Planning Commission also recommended that the City Council approve the Vesting Tentative Map which will be brought to City Council for review at a later date.

A Draft Environmental Impact Report (DEIR) was prepared for the project and circulated for a 45-day public comment period which ended on July 28, 2014, in accordance with the California Environmental Quality Act requirements. An MMRP was prepared and is attached to this report. Response to Comments (RTC) constituting the Final Environmental Impact Report (FEIR) was subsequently prepared and was circulated for a 10-day public comment period which ended on December 8, 2014. The DEIR found that the proposed project could have significant environmental impacts, but identified mitigation measures that would reduce the majority of these impacts to a less than significant level, with the exception of three project level and cumulative significant impacts on traffic. An Errata memo summarizing the latest project changes is also included as part of the FEIR. Details of significant unavoidable impacts are included in the "Discussion" section of this report.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Approval of the project creates an opportunity to revitalize an outdated shopping center and provide increased shopping and employment opportunities along a key commercial corridor that is convenient and accessible to the community. The addition of 476 new residential housing units in Santa Clara will make a significant contribution to the City's fair share of housing needs for the region, although an affordability component is not included in the project. The project would infuse significant investment in the property through site, building, and infrastructure improvements including new building construction that would elevate property values and increase General Fund sales tax revenues. Approval of this project provides an opportunity to locate higher density residential development in proximity to retail services and planned

transit services. The site is well suited for the mixed use project at the lowest density range allowed under the General Plan.

The project is located in an urbanized area served by existing municipal services. The residential component includes units ranging from one-bedroom units to two-bedroom units and 15 live-work lofts, increasing the City's housing stock close to transit and services. The development would visually enhance the aesthetics of the site and this portion of the El Camino which has been slow to redevelop or see significant reinvestment. The project's architectural style is modern and striking and provides a visually appealing streetscape. The project will update a key commercial destination and is a critical component of a revitalizing El Camino Real.

According to the DEIR analysis, the proposed project is estimated to add approximately 1,260 residents to the area. The DEIR concludes that the project will have a less than significant impact on parks, given that the General Plan goals and objectives are to realize 78 acres of new parkland over the course of the 2035 buildout horizon. The DEIR notes that the project will pay the City's park fee as its contribution to mitigate new demand for parks and recreation resources. However, the nexus study prepared for the new parkland fee ordinance that was adopted in July 2014 demonstrated that the prior park fee falls substantially short in meeting the funding needs and determined fees needed to meet the demand. The new fee structure does not apply to this project insofar as it was deemed complete in January 2014, well before the new ordinance and fee were adopted later in the year. While the project does provide onsite open areas and recreational amenities, staff has discussed with the applicant a contribution to the parkland fund to offset the impact of the added residents. The applicant has agreed to contribute the same fee per unit paid by two other projects, at \$3,636 per unit, or approximately \$1.73 million for the project.

**ECONOMIC/FISCAL IMPACT:**

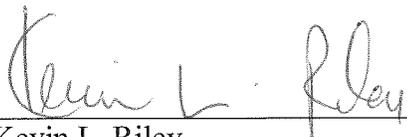
There is no cost to the City other than administrative time and expense.

**RECOMMENDATION:**

That the Council adopt Resolutions to approve the mixed use project consisting of 476 living units and 108,000 square feet of retail space, including live-work units, with associated parking, landscaping, and site improvements in conjunction with the demolition of the existing retail structures at 3610, 3640 and 3700 El Camino Real:

1. Certify the Final Environmental Impact Report (FEIR) and adopt a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP) and Errata; and
2. Approve the Rezone from Community Commercial (CC) to Planned Development (PD), subject to conditions.

APPROVED:



Kevin L. Riley  
Director of Planning and Inspection



Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

- 1) *City Council Resolution Certifying EIR and Adopting MMRP*
- 2) *City Council Resolution Approving Rezone from CC to PD*
- 3) *Conditions of Approval*
- 4) *Erratum to the Environmental Impact Report*
- 5) *Mitigation Monitoring or Reporting Program (MMRP)*
- 6) *Draft Environmental Impact Report (Previously Distributed)*
- 7) *Final Environmental Impact Report (Previously Distributed)*
- 8) *Findings of Facts and Statement of Overriding Considerations*
- 9) *Planning Commission Excerpt Minutes from meeting of 12/10/14*
- 10) *Planning Commission Staff Report from meeting of 12/10/14*
- 11) *Development Plans*

**DISCUSSION:**

The applicant conducted neighborhood-wide outreach meetings on April 22, 2013, May 6, 2013, and August 27, 2014, during which the project was presented. Some of the concerns raised by the community included:

- Lack of sufficient parking to support the proposed uses,
- Location of entrances and exiting from the project site,
- Increased cut-through traffic in the residential neighborhood adjacent to the project site,
- Impacts on neighborhood schools, and
- Concerns regarding current dilapidated condition, lack of maintenance, and landscaping on site.

In response to the neighborhood's concerns, the applicant has agreed to:

- Conduct a traffic analysis within the six months after residential occupancy and a one year follow-up after full project occupancy of the site to assess potential traffic calming measures,
- As part of the traffic analysis, the project is conditioned to investigate the feasibility of prohibiting left turns on to Halford Street from the project site,
- On-site property management that will maintain the site long term and to the highest industry standards,
- Provide lush landscaping through the site as part of the project in perpetuity, and,
- Operational conditions of approval limiting deliveries including drive-by trucks between the hours of 7:00 a.m. to 10:00 p.m., installation of durable non-plastic outdoor seating furniture, and live entertaining for restaurant uses limited to: non-amplified entertainment with no more than two performers and amplified entertainment limited to ambient music only.

At the public outreach meeting residents raised concerns about accommodating students generated from the proposed project and the lack of existing school's capacity. Staff discussed these concerns with Andrew Lucia and Michal Healy (development point of contact) and received the following information:

- The project will be required to pay the school impact Developer Fee,
- Currently the Laurelwood Elementary School is at or over capacity, Peterson Middle School is under capacity, and Wilcox High School is at or over capacity,
- The School District's planning efforts include preparation of a detailed SCUSD Draft Strategic Plan to be adopted in June 2015. This plan includes ideas such as renovating and reopening Central Park School site, reopening three other school site prior to year 2017, transferring students to neighboring under capacity schools, and potential construction of a new high school.

On September 24, 2013, the project design was presented to City Council during Development Review Study Session. The City Council expressed support for the overall project and the chosen modern architectural design. The Council comments were also favorable for the mixed use concept and proposed density, the distribution of the land use, and site design of the proposal.

The DEIR found that the proposed project could have a number of significant environmental impacts, but most identified mitigation measures reduce the majority of these impacts to a less than significant level. With the exception of three project level and cumulative significant impacts on traffic, all of the significant and potential significant impacts of the proposed project would be reduced to less than significant level with the incorporation of mitigation measures. The project level significant unavoidable impacts include the following:

- The intersection El Camino Real and Halford Avenue – based on field observation, it has been determined that the intersection at El Camino Real and Halford Avenue operates at unacceptable level (LOS E/F) during the evening peak hour. Poor operations of this intersection are primarily caused by the number of pedestrian calls to cross El Camino Real, which reduces the amount of “green time” available to serve vehicles traveling on El Camino Real. No physical improvements at this intersection are feasible due to lack of existing right-of-way or consistent with the planned bus rapid transit service and access to nearby transit stops. Moreover, the green light allocated to the north/south Halford Avenue approaches is most often governed by pedestrian crossings and vehicle capacity enhancements for north/south movements would not improve the overall intersection level of service. Widening of El Camino Real would create secondary impacts such as lengthening of crosswalks, and modification of signal phasing that could increase the crossing time for pedestrians and bicyclists. Given the above constraints, no feasible mitigation is available to reduce the impact to a less than significant level.
- The intersection El Camino Real and Helen Avenue – the impact at this intersection is primarily caused by future residential development projects on Helen Avenue that would increase traffic turning to and from Helen Avenue from El Camino Real. Signalizing of this intersection is a preferred improvement to mitigate both the AM and PM peak hours under background plus project conditions. The City of Sunnyvale and Caltrans have agreed to implement a High Intensity Activated Crosswalk project at this intersection as a partial mitigation. The City of Sunnyvale and Caltrans would regularly monitor the intersection to justify the need for a signal at this intersection. The project is conditioned to contribute a fair share to the enhance crosswalk improvement project (High Intensity Activated Crosswalk) that Caltrans and the City of Sunnyvale are implementing as a measure to improve safety.
- In response to neighborhood concerns, the project is conditioned to undertake a traffic analysis within the six months after residential occupancy and one year after full project occupancy of the site. The analysis would assess potential traffic calming measures and or operational changes needed to improve circulation issue that may arise after occupancy. The traffic study will include monitoring of the intersection of El Camino Real and Helen Avenue in coordination with the City of Sunnyvale and Caltrans to evaluate the need for signalization of that intersection. The traffic study would also consider the elimination of the left hand turn from the project site on to Halford Avenue in an effort to mitigate potential traffic spillover into the adjacent residential neighborhoods.

The project will cause significant and unavoidable cumulative level impact at the following intersections:

City Manager for Council Action  
Subject: Gateway Village Development Project  
May 6, 2015  
Page 6

- El Camino Real/Helen Avenue where a level of service for AM and PM peak hours is F,
- El Camino Real/Halford Avenue where level of service for PM peak hour is F, and
- Lawrence Expressway/Homestead Road where level of service for AM and PM peak hours is F.

In considering a project, CEQA requires decision-makers to balance economic, legal, social and technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has significant unavoidable environmental impacts, decision-makers must make findings, supported by substantial evidence, that the specific economic, legal, social, technological or other benefits of a proposed project outweigh the unavoidable environmental effects. CEQA also requires that an EIR identify alternatives to the project as proposed and that these alternatives feasibly attain most of the basic project's objectives while avoiding or substantially lessening any of the significant effects of the project.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA CERTIFYING A FINAL ENVIRONMENTAL  
IMPACT REPORT AND ADOPTING A STATEMENT OF  
OVERRIDING CONSIDERATIONS AND A MITIGATION  
MONITORING AND REPORTING PROGRAM FOR  
GATEWAY VILLAGE DEVELOPMENT PROJECT  
LOCATED AT 3610 AND 3640 EL CAMINO REAL, SANTA  
CLARA**

SCH# 2013042025  
Environmental Impact Report (CEQ2012-01149)

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

**WHEREAS**, on November 28, 2012, John Eudy for Essex Property Trust (“Applicant”) has made an application to Rezone a 12.6-acre site located at 3610 and 3640 (3700) El Camino Real (“Project Site”) from CC (Community Commercial) to PD (Planned Development) to allow the construction of a mixed use development;

**WHEREAS**, the Project Site is currently zoned CC (Community Commercial);

**WHEREAS**, at a noticed public hearing of January 20, 2015, the City Council reviewed a proposed rezoning of the Project Site that would facilitate the development of 476 apartment units and up to 87,100 square feet of retail space;

**WHEREAS**, after considering all verbal and written arguments for and against the proposal, the Council recommended that the project be continued for a redesign;

**WHEREAS**, the proposed Rezone to Planned Development (PD) would facilitate the development of a revised proposal comprising of 461 apartment units and up to 108,000 square feet of retail space, including 15 live-work units, and associated parking, landscape, and site improvements, in conjunction with the demolition of the existing retail store and fast food restaurant (“Project”) as shown on the Development Plans, attached hereto and incorporated herein by this reference (Exhibit

**WHEREAS**, on April 10, 2013, the City of Santa Clara (“City”) distributed a Notice of Preparation of a Draft Environmental Impact Report (“DEIR”) and posted the Notice at the Santa Clara County Clerk’s office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR;

**WHEREAS**, on May 6, 2013, the City of Santa Clara (“City”) held a Scoping Meeting in the City of Santa Clara Public Library to solicit guidance on the scope and content of the environmental information to be included in the DEIR;

**WHEREAS**, the DEIR was prepared and the City circulated copies of the DEIR to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought comments from such persons and agencies for forty-five (45) days, beginning on June 11, 2014 and ending on July 28, 2014 (“Comment Period”);

**WHEREAS**, the City prepared written responses to the comments received during the Comment Period and included these responses in a Final Environmental Impact Report (FEIR) (SCH# 2013042025). The FEIR consists of: a list of agencies and organizations to whom the DEIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the DEIR, responses to comments received on the DEIR, copies of comment letters, and a Mitigation Monitoring or Reporting Program, as attached. The FEIR was subsequently circulated for a 10-day review period beginning on November 26, 2014 and ending on December 8, 2014;

**WHEREAS**, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project as proposed;

**WHEREAS**, the EIR outlined various mitigation measures that would substantially lessen or avoid the Project’s significant effects on the environment, as well as alternatives to the Project as proposed that would provide some environmental advantages;

**WHEREAS**, the City is required whenever possible, pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code § 21000 et seq.), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

**WHEREAS**, Public Resources Code § 21081, subdivision (a) requires a lead agency, before approving a project for which an EIR has been prepared and certified, to adopt findings specifying whether mitigation measures and, in some instances, alternatives discussed in the EIR, have been adopted or rejected as infeasible;

**WHEREAS**, attached to this Resolution is a set of Findings of Fact prepared in order to satisfy the requirements of Public Resources Code § 21081, subdivision (a);

**WHEREAS**, in taking this course, the City Council has acted consistent with the CEQA mandate to look to project mitigations and/or alternatives as a means of substantially lessening or avoiding the environmental effects of projects as proposed;

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

**WHEREAS**, the City Council, in reviewing the Project as recommended by Staff, intends to adopt all feasible mitigation measures set forth in the EIR.

**WHEREAS**, the significant effects that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures will necessarily remain significant and unavoidable;

**WHEREAS**, the City Council has determined, for the reasons set forth in the Findings of Fact, that as a result of specific economic, legal, and social considerations, none of the alternatives addressed in the EIR would be both feasible and environmentally superior to the Project as proposed;

**WHEREAS**, Public Resources Code § 21081, subdivision (b) and CEQA Guidelines § 15093 require the City Council to adopt a Statement of Overriding Considerations before approving a project with significant unavoidable environmental effects;

**WHEREAS**, the City Council has determined that, despite the occurrence of significant unavoidable environmental effects associated with the Project, as mitigated and adopted, there exist certain overriding economic, social and other considerations for approving the Project which justify the occurrence of those impacts and render them acceptable;

**WHEREAS**, the City has prepared CEQA Findings of Fact and a Statement of Overriding Considerations, attached hereto and incorporated herein by this reference, specifying the economic, social and other benefits that render acceptable the significant unavoidable environmental effects associated with the mitigated Project;

**WHEREAS**, the City subsequently prepared an erratum to the Environmental Impact Report documenting minor revisions to the site plan, none of which create new significant impacts or increase the severity of previously identified impacts;

**WHEREAS**, at a regular public hearing on December 10, 2014, the Planning Commission reviewed the DEIR and FEIR (hereafter collectively referred to as "EIR") prepared for the Project and recommended that the City Council certify the EIR; and,

**WHEREAS**, the City Council conducted duly noticed public hearings on both January 20, 2015, and May 12, 2015, during which the City Council invited and considered any and all verbal and written testimony offered in favor of and in opposition to the Project.

**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 finds that the EIR has been completed in compliance with CEQA.

3. That the City Council hereby finds that the EIR was presented to the City Council, which reviewed and considered the information contained in the EIR prior to approving the project.

4. That the City Council hereby finds that the EIR reflects the City's independent judgment and analysis.

5. That the City Council finds, pursuant to Public Resources Code Section 21081 and California Code of Regulations, Title 14, Section 15091, that with the exception of three project level and cumulative traffic impacts, that the EIR has identified feasible mitigations measures for all significant environmental impacts. These mitigation measures therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.

6. That the City Council finds that none of the project alternatives set forth in the EIR can feasibly substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures, given the existence of economic, legal, social, technological, or other considerations, set forth in the Statement of Overriding Considerations.

7. That, in order to comply with Public Resources Code Section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program (MMRP), as attached. The MMRP is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the party responsible for

implementation.

8. That the EIR set forth project-level and cumulative environmental impacts that are significant and unavoidable that cannot be mitigated or avoided through the adoption of feasible mitigation measures or feasible alternatives. As to these impacts, the City Council finds that there exist certain overriding economic, social and other considerations for approving the Project that justify the occurrence of those impacts, as set forth in detail in the attached Statement of Overriding Considerations.

9. Based on the findings set forth in this Resolution and the evidence in the City Staff Report, the City Council hereby approves and certifies the EIR, as modified by the erratum, adopts the MMRP, and adopts the Findings of Fact and Statement of Overriding Considerations.

10. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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11. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Mitigation Monitoring and Reporting Program (MMRP)
2. Findings of Fact and Statement of Overriding Considerations

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA APPROVING A REZONE OF THE PROPERTY  
LOCATED AT 3610 AND 3640 EL CAMINO REAL, SANTA  
CLARA FROM CC (COMMUNITY COMMERCIAL) TO PD  
(PLANNED DEVELOPMENT)**

Rezone (PLN2012-09540)

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

**WHEREAS**, on November 28, 2012, Essex Property Trust (“Applicant”) made an application to Rezone a 12.6-acre site located at 3610 and 3640 (3700) El Camino Real (“Project”) from CC (Community Commercial) to PD (Planned Development) to allow the construction of a mixed use development;

**WHEREAS**, the Project Site is currently zoned CC (Community Commercial);

**WHEREAS**, at a noticed public hearing of January 20, 2015, the City Council reviewed a proposed rezoning of the Project Site that would facilitate the development of 476 apartment units and up to 87,100 square feet of retail space;

**WHEREAS**, after considering all verbal and written arguments for and against the proposal, the Council recommended that the project be continued for a redesign;

**WHEREAS**, the proposed Rezone to Planned Development (PD) would facilitate the development of a revised proposal comprising of 461 apartment units and up to 108,000 square feet of retail space, including 15 live-work units, and associated parking, landscape, and site improvements, in conjunction with the demolition of the existing retail store and fast food restaurant (“Project”) as shown on the Development Plans, attached hereto and incorporated herein by this reference (Exhibit “Development Plans”);

**WHEREAS**, an Environmental Impact Report (EIR) was prepared, distributed and noticed for public review and comment of the potential environmental impacts related to Project development, Resolution/ Gateway Village Development Project Rezone  
Rev: 02-06-14; Typed: 05-06-15

in conformance with the California Environmental Quality Act and mitigation measures were identified and incorporated into the Project to reduce potential impacts to less than significant levels as specified in the attached Mitigation Monitoring or Reporting Program (MMRP) for the Project;

**WHEREAS**, the EIR identified significant project-level and cumulative traffic impacts, that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures and will remain significant and unavoidable, and a Statement of Overriding Considerations of significant unavoidable impacts prepared for City Council consideration and adoption;

**WHEREAS**, on May 1, 2015, the notice of public hearing for the May 12, 2015, City Council meeting for this item was posted and mailed to owners of properties within 500 feet of the Project Site;

**WHEREAS**, on December 10, 2014, the Planning Commission held a duly noticed public hearing and forwarded a recommendation of approval of the proposed rezone; and,

**WHEREAS**, the City Council conducted duly noticed public hearings on both January 20, 2015, and May 12, 2015, during which the City Council invited and considered any and all verbal and written testimony offered in favor of and in opposition to the Project.

**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 this reference makes them a part hereof.
  2. That the City Council hereby rezones the Project Site, as shown in Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", incorporated by this reference, from Community Commercial (CC) to Planned Development (PD) to allow construction of 461 apartment units and up to 108,000 square feet of retail space, including 15 live-work units, and associated parking, landscape, and site improvements, in conjunction with the demolition of the existing retail
- Resolution/ Gateway Village Development Project Rezone  
Rev: 02-06-14; Typed: 05-06-15

store and fast food restaurant.

3. That the City Council determines that a rezoning is appropriate here and that the following findings exist in support of the rezoning.

A. The existing zoning is inappropriate or inequitable in that, the existing zoning for the Project Site does not allow residential uses and building height proposed. The proposed Project does not fit any of the City's traditional zoning designations because of the density, building height, setbacks, and overall building coverage on the Site. Therefore, the proposed Planned Development (PD) zoning would allow a greater residential density, adjustment to on-site parking requirements, building height, and building lot coverage than would otherwise be permitted at the Project Site.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the scale and character of the mixed-use development complements and is supportive of the surrounding uses. This Project increases density with accessibility to alternate transportation modes, and integrates pedestrian, bicycle, transit, open space and outdoor uses to encourage active centers. This Project implements smart growth principles by redeveloping underutilized properties with higher density housing projects in close proximity to established transit facilities. The proposal includes different sized units ranging from one-bedroom units to two-bedroom units, increasing the City's housing stock, while providing adequate choices of housing tenure, type and location which will assist in meeting the housing needs of the City. The Project is located in an urbanized area served by existing municipal services.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change allows development of high quality residential units and retail in proximity to transit facilities consistent with the City's long-term development goals. The retail uses will provide goods and services to project residents and

surrounding local neighborhoods.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts. The project's architectural style provides variation in design while complementing the adjacent projects, thus providing a visually interesting streetscape. The high quality design of the project will enhance the character of the surrounding area. Moreover, the project is designed in a manner that respects neighbors' privacy and provides sufficient on-site vehicular and bicycle parking.

4. That based on the findings set forth in this resolution, the EIR and the evidence in the City Agenda Report, the City Council hereby rezones the Project Site as set forth herein.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

- 1. Condition of Approval
- 2. Development Plans

I:\PLANNING\Current Planning\2011-2014\2012\Project Files Active\PLN2012-09540 PLN2012-09542 CEQ2012-01149 3700 El Camino Real (Rezone EIR Tent Sub Map)\CC\Resolution-City Rezone.doc

**CONDITIONS OF APPROVAL**  
**GATEWAY VILLAGE DEVELOPMENT PROJECT**

**GENERAL**

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

**PLANNING AND BUILDING INSPECTION**

- P1. The Applicant agrees to indemnify, defend, protect, and hold harmless the City, its officers, agents, employees, officials and representatives from and against any and all claims, losses, damages, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief related to the Project or its approval by the City, including but not limited to environmental determinations. Such indemnification shall include any costs and expenses incurred by City in such action(s), including attorney's fees.
- P2. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. If this project involves land area of 1 acre or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
- P3. Submit plans for final architectural review to the Architectural Committee Planning Division and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, lighting and signage. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.
- P4. Comply with all requirements current at the time of application for building permit (CBC, Cal Green, California Energy Conservation Code (Title 24), CPC, CMC, and CEC).
- P5. Applicant shall comply with all the adopted mitigation measures as outlined in the Mitigation Monitoring and Reporting Program for this project (CEQA2012-01149).
- P6. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays. A "noise disturbance coordinator" shall be designated to ensure coordination between construction staff and neighbors to minimize disruptions due to construction noise. 24 hour contact information shall be posted 2 places on site.
- P7. It shall be the developer's responsibility through his engineer to provide written certification that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance

- Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Inspection Division prior to issuance of building permits.
- P8. Prior to issuance of a demolition permit, Developer/Owner shall have an asbestos survey of the proposed site performed by a certified individual. Survey results and notice of the proposed demolition are to be sent to the Bay Area Air Quality Management District (BAAQMD). No demolition shall be performed without a demolition permit and BAAQMD approval and, if necessary, proper asbestos removal.
- P9. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- P10. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
- P11. Commercial, industrial, and multi-family residential buildings must have enclosures for solid waste and recycling containers. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the building(s) onsite, and should be designed and located on the property so as to allow ease of access by collection vehicles. As a general rule, the size of the enclosure(s) for the recycling containers should be similar to the size of the trash enclosure(s) provided onsite. Roofed enclosures with masonry walls and solid metal gates are the preferred design. Any required enclosure fencing (trash area, utility equipment, etc.) if not see-thru, shall have a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures shall be locked.
- P12. The Final Storm Water Management Plan (SWMP) must be certified by a third-party consultant from SCVURPP's current list of qualified consultants. Five copies of the approval letter from the certified third party review (wet stamped and signed) must be submitted prior to the issuance of grading or building permit.
- P13. Prior to the issuance final occupancy, the applicant shall enter into Operations and Maintenance (O&M) agreement with the City. The project operator is responsible for the operations and maintenance of the SWMP and stormwater BMPs consistent with the O&M agreement throughout the life of the project.
- P14. Developer shall dedicate 10% of total units to below market rate units at the time the project is converted into for sale condominiums. Ownership housing shall be made affordable for households at the current median-income (100% area median income) level based on household size in accordance with the City's Below Market Purchase (BMP) Program. Rental housing shall be made affordable for households not exceeding the current very low-income (50% area median income) and low-income (80% area median income) levels based on household size at a distribution ratio based on the Regional Housing Needs Allocation (RHNA) requirements. The household size used for determining affordability shall be based on the number of bedrooms plus one. Affordable housing units shall be provided in general proportion to the mix of housing unit types and

- sizes in the development. Prior to the issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement with the City that will apply covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Planning & Inspection.
- P15. Submit draft CC&R's to the Planning Division for review prior to council consideration of the Vesting Tentative Subdivision Map. Final CC&R's are to be approved by the City Attorney and Planning Division prior to Council consideration of the final map.
- P16. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property. Said as-built plans shall be incorporated by reference as part of the CC&R's and shall be recorded at the County Recorder's Office.
- P17. A complete landscape plan that includes, type, size and location of all plant species shall be required as part of architectural review of the project. Review and approval of the complete landscape plan, including water conservation calculations and irrigation plan shall be required prior to issuance of building permits. Installation of landscaping is required prior to occupancy permits. Landscape plans shall include composite utility, landscape plan and automatic irrigation plan to illustrate location of proposed tree planting in relationship to location of existing/planned utilities.
- P18. Applicant will provide Electric Vehicle Charging stations to the satisfaction of Planning and Inspection Division Director. The applicant shall prewire additional parking spaces such that they can provide addition EV charging stations to accommodate future demand
- P19. Developer shall provide lighting plan, outdoor furniture, outdoor seating, master sign program, bike rack design and location to be reviewed by the Architectural Review Committee.
- P20. Prior to issuance of final occupancy, the applicant shall prepare and receive approval a Transportation Demand Management Program (TDM) that would reduce the Vehicles Miles Traveled (VMT) associated with the project by ten percent.
- P21. On the annual anniversary of project occupancy, the applicant or the home owners association shall prepare and provide to the Planning Division an annual report outlining the performance of the TDM program.
- P22. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
- P23. Truck deliveries shall be restricted, including truck drive-bys and maneuvering at the loading docks and driveways along the southern project site boundary to the daytime hours between 7:00 a.m. and 10:00 p.m. Said condition shall be included in the project CC&R.
- P24. Applicant shall be required to locate outdoor displays and outdoor dining furniture in a manner such that it does not block access to the parking areas. The outdoor display and dining areas will be required to be kept clear pursuant to the ADA clearance requirements.
- P25. All parking shall be unassigned. Employee parking shall be provided within the project.
- P26. Live entertainment for restaurants uses shall be limited to:
  - Non-amplified entertainment with no more than two performers, and
  - Amplified entertainment limited to ambient music only.
- P27. Lighting shall be provided for outdoor dining areas where food will be served in evening hours. The lighting shall be decorative fixtures complementing the architectural character

- of the building and area. Lights mounted on the building shall cause direct glare or other visual obstructions to pedestrians or adjacent properties.
- P28. All solid waste and recycling materials shall be confined to be dumped at approved locations only.
- P29. Property owner shall be responsible for regular maintenance and upkeep of the property.
- P30. Applicant shall conduct a traffic analysis within the six months after residential occupancy and a one year follow-up after full project occupancy of the site to assess potential traffic calming measures. As part of the traffic analysis, consideration shall be given for prohibiting left turn on to Halford Street from the project site. The traffic analysis shall also include parking monitoring following six months and one year of project occupancy in an effort to regulate parking intrusion in the adjoining residential neighborhoods.
- P31. All residential parking shall be located behind a secured gate in the parking garage. Ground floor parking in a portion of the garage as indicated on the site plans shall be made available for use by patrons of the commercial businesses during business hours. Of the residential parking spaces, at least fifty percent parking spaces shall remain unassigned at all times. The property owner has the authority to assign up to fifty percent residential parking spaces to specific units when occupancy permits are approved.
- P32. At such time that the traffic analysis is conducted per condition number P30, parking assignment may be further refined to meet on-site operational demands should implementation of active site management practices warrant changes. A rebalancing of the assigned and unassigned parking may be made, subject to approval of the Director of Planning and Inspection, if the parking data and management strategies support the rebalance.
- P33. The retail tenant spaces will range in size and configuration depending upon market conditions at the time of final design. The retail space available to a potential large scale or box retailer may occupy up to 60,000 square feet of the total retail space allowed under this approval. The City Manager shall have the authority to adjust the amount, design and layout of the space intended for a major anchor tenant, as well as adjust parking ratios for up to 5% of the building area and parking counts provided by this entitlement.
- P34. The maximum commercial space allowed for the entire site shall not exceed 108,000 square feet. Changes to the retail building configuration up the maximum area are allowed under this permit and subject to review and approval by the Architectural Committee. The one-acre central plaza shall be retained in the final site layout of the commercial area.
- P35. General outdoor seating throughout the retail area (not assigned to a specific tenant for dining purposes) shall be permitted without restriction, and incorporated into the final landscape plan.
- P36. Seasonal outdoor dining seating of up to eight seats for each food retailer shall be allowed under this PD permit. Architectural Committee approval shall be required for requests for more than eight outdoor dining seats per eating establishment.
- P37. Outdoor dining furniture and general/undedicated outdoor seating shall be of the highest quality materials and subject to review and approval by the Architectural Committee.
- P38. The applicant shall amend the plans for the project such that there is only a right turn allowed from the project site on to Halford Avenue at all times.

- P39. The applicant shall be required to contribute towards the installation or enhancement of signalized pedestrian crosswalk at the intersection of Halford Avenue and El Camino Real
- P40. At such time that the traffic and parking demand analysis is conducted per condition number P30 and P32, the studies shall be presented to Planning Commission for their review and recommendations on any proposed mitigations.
- P41. Applicant shall revise the site plan to include evergreen, specimen size, privacy trees along the southern property line in an effort to enhance privacy for the neighborhood adjacent to the project and future occupants of the project. The landscape plans shall be part of the final architectural set to be reviewed by the Architectural Committee.

### **ENGINEERING**

- E1. Provide ADA walkway access to Lawrence Expressway on-ramp sidewalk and bus stop for the residential area.
- E2. Replace existing curb ramp on the southwest corner of El Camino Real/Lawrence Expressway on-ramp with City's Standard ADA compliant curb ramp
- E3. Replace existing curb ramp at the pork-chop island at southwest corner of El Camino Real/Lawrence Expressway on-ramp with Caltrans' ADA compliant ramp.
- E4. Replace existing curb ramp on the southeast corner of El Camino Real/Halford with City's ADA compliant curb ramp.
- E5. Provide square footage breakdown for the retail spaces and commercial spaces at the time of building permit submittal.
- E6. Proposed driveways shall be per City Standard Detail ST-8 driveway with 24' minimum width (except for emergency access driveways).
- E7. Sidewalk easement dedication shall be required for all encroachment onto private property.
- E8. Provide root barrier when trees are within 5 feet to 10 feet of the sidewalk. Root barriers shall be 12' long by 2' deep, centered on trees, and placed away from the trees (closer to the back of walk).
- E9. Proposed storm drain lateral on Halford Avenue shall connect to an existing manhole and be installed at right angle to the existing main.
- E10. Provide Traffic Impact Analysis. Traffic Impact Analysis shall be prepared by a Transportation Consultant.
- E11. Show and comply with City's driveway vision triangle requirements at all driveways and City's intersection visibility obstruction clearance requirements at northwest corner of the property. Plans show trees/bushes within the vision triangle areas.
- E12. Provide 4' landscape strip at back of new curb, 10' S/W, and 2' pedestrian amenity zone along El Camino Real property frontage. Sidewalk easement is required.
- E13. Install high visibility Continental style cross-walk at north side of Halford/Burnley intersection.
- E14. Provide bicycle facilities at the main entrance or high visible areas as follows:
  - 476 Apartments: 159 Class I bike locker spaces plus 32 Class II bike rack spaces.
  - 86,388 SF Retail: 1 Class I bike lockers space per 30 employees plus 15 Class II bike rack spaces.

- E15. The proposed development is located upstream of the 24-inch sanitary sewer line parallel to and along the east side of Calabazas Creek between Kifer Road (MH #62-38) and Central Expressway (MH #62-13). This segment of sanitary sewer line has previously been identified as capacity deficient in the City's Capacity Assessment Study for General Plan 2035, and is required to be upsized to a 27-inch line. The City recommends that the existing 24-inch line from Central Expressway (MH #62-13) to Scott Boulevard (MH #72-20) be upsized to a 27-inch line. The new 27-inch sanitary sewer line (from MH #62-38 to MH #72-20) shall be constructed by the developer, accepted by the City, and placed into service prior to any occupancy of the proposed development. The City will reimburse the developer up to an amount not to exceed \$2,247,000 for the total construction of the new 27-inch sanitary sewer line.
- E16. The sanitary sewer (SS) discharge information (i.e. building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS Flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output shows that there is slight surcharging in some downstream SS trunk lines. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserves or holds SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.
- E17. Obtain approval and permit from Santa Clara County for work on Lawrence Expressway on-ramp.
- E18. Along with the building permit package, the developer to provide a complete storm drain study for the 10-year and 100-year storm events. The grading plan shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
- E19. Storm drain lateral connections to existing storm drain manholes shall be per City Standard Detail DS-4.
- E20. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
- E21. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.
- E22. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.
- E23. Unused sewer lateral(s) shall be abandoned in accordance with City requirements.
- E24. No trees shall be planted within 10' of public storm drain and sanitary sewer lines.
- E25. Submit public improvement plans improvements plans prepared in accordance with City Engineering Department procedures which provide for the installation of public

- improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of Final Map and/or issuance of building permit.
- E26. All proposed traffic striping/message shall be thermoplastic.
  - E27. Proposed driveways shall be per City Standard Detail ST-8 driveway with 24' minimum width.
  - E28. Dedicate new public easement(s) as required by map or separate instruments.
  - E29. Vacation of a proposed public easement(s) shall be by a separate instrument.
  - E30. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned, through Engineering Department, a pay all appropriate fees, prior to start of construction.
  - E31. Developer is to cause a Tract Map to be recorded for condominium purposes.

### **ELECTRICAL**

- EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
- EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
- EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL4. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
- EL5. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
- EL6. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.
- EL7. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

- EL8. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.
- EL9. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
- EL10. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).
- EL11. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.
- EL12. Developer should expect the installation of several above-ground transformers at this site. (Location TBD) NOTE: SVP does not utilize subsurface electrical equipment in it's system.
- EL13. Developer should expect the installation of several above-ground witch devices at this site. (Location TBD) NOTE: SVP does not utilize subsurface electrical equipment in it's system.
- EL14. All SVP conduits and equipment will need to be covered by Underground Electric Easements, not P.U.E.'s
- EL15. Developer is reminded that electric conduit system is required along the frontage of the property.
- EL16. All on-site transformers must be drive-up access and shall meet all SVP clearance requirements (including trees).
- EL17. All on-site conduit systems will require a 10 foot easement and must meet all SVP clearance requirements. (including trees).

### WATER

- W1. All on-site fire hydrants shall be part of a private system.

- W2. All landscaping and irrigation systems shall meet water conservation requirements as per City's Rules and Regulations for Water Service.
- W3. Developer is advised that building height may require pumping to maintain adequate pressure for fire and domestic water.
- W4. Approved backflow preventers are required on all the water services at the developer's expense.
- W5. Water and sewer service shall be independent, that is, the said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official.
- W6. All sanitary sewer lateral(s), either proposed or existing, shall be equipped with a clean-out at the property line.
- W7. Decorative water features such as fountains and ponds shall be designed and constructed to include provisions for operating the system without City potable water supply. All decorative water features shall be capable of being physically disconnected from source of potable water supply during City declared water conservation periods.
- W8. Landscaping irrigation water needs shall be provided by a separate water service(s).
- W9. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water Department facilities. Existing trees that conflict must be removed by developer. Trees shall not be planted in water easements or public utility easements.
- W10. Any relocation of existing Water Department facilities shall be at Developer's expense.
- W11. Developer is advised to provide water usage capacity for the development which will be used in hydraulic modeling to estimate the water supply for the project site. Based on the modeling results, existing water mains maybe upsized in the vicinity of the project area, at developer's expense.
- W12. The project might be conditioned to upgrade the mains along El Camino Real and Halford Street. This will depend on the results of modeling and project water demand.
- W13. Developer has to provide the water flow info for each of the proposed water service for the development to the department. The water flow will be used in the department to run the hydraulic model and decided on the upgrades that has to be addressed on both El Camino Real and Halford Avenue.
- W14. Water and sewer service shall be independent, that is, the said property shall not be connected to lines from the adjacent properties unless approved by the City Building Official. The proposed fire loop system for the property does not follow the City rule and hence it is advised to have individual onsite plumbing and loop system exclusively for each of the parcel from the services provided.

### **POLICE**

- PD1. The Developer shall provide a minimum average illumination of one-foot candle in carport, parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.

- PD2. Address numbers of the individual units shall be clearly visible from the street and shall be a minimum of six (6) inches in height and of a color contrasting with the background material. Numbers shall be illuminated during the hours of darkness. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.
- PD3. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Santa Clara Police Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the project description. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.
- PD4. When in the opinion of the fire code official, a new structure obstructs the line of sight of emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure.
- PD5. The Developer shall provide enclosure fencing (trash area, utility equipment, etc.) that is either see-through or that has a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.
- PD6. The Owner/Developer shall ensure that exterior elevators are see-through for maximum visibility. The Owner/Developer shall ensure that all elevators are well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.
- PD7. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the Developer shall ensure that addresses are displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.
- PD8. Parking structures, including ramps, corners and entrances, should be illuminated at a minimum of an average of 5-foot candles at all hours by the Developer, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives.
- PD9. The Developer should equip the parking structure/site with an emergency panic alarm system that reports to a central office and/or 9-1-1. If more than one button is installed, they should be placed no more than 100 ft. apart.
- PD10. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).
- PD11. The developer should install skate stoppers on any low clearance wall of 36 inches in height or lower to prevent vandalism to the wall.
- PD12. If the development includes any benches, these benches should not be longer in five feet in length and have arm rests at both ends. If the benches are longer than five feet in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends.

- PD13. If there is any outdoor seating associated with a restaurant or similar business which is near vehicle parking stalls, the developer will install bollards or low fencing to ensure the safety of the public from possible vehicular related incidents.

### **FIRE**

- F1. The sprinkler system shall be a NFPA 13 system.
- F2. Please provide an approved Fire Department water supply plan and emergency vehicle access plan. It is recommended to schedule a meeting with the Fire Department by calling 408-615-4970.
- F3. Any building or structure exceeding 1,000 square feet in floor area shall be provided with an automatic fire sprinkler system (Ref: possibly the children's covered play area & others).
- F4. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13 1/2-foot vertical clearance and have a minimum 36-foot inside turning radius.
- F5. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any buildings.
- F6. Any barricades, bollards, gates that may obstruct the fire lane shall be approved by the Fire Department.
- F7. An approved public safety radio enhancement system may be required. Approved verification of signal strength shall be provided by the developer.
- F8. All applicable hazardous material closure permits shall be obtained.
- F9. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building (any exceptions are required to be approved by Fire Code Official). The radio coverage system shall be provided with an approved secondary source of power capable of operating for a period of at least 24 hours. (2013 CFC 510.1). The emergency responder radio shall be in accordance with Section 510 of the CFC and City of Santa Clara Radio Shop (408-615-5590). **Note:** A review and report is required under a separate permit.
- F10. Obstruction by new buildings: When determined, a new structure obstructs the line of sight emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure (SCMFEC 510.1.1)
- F11. Refer to <http://santaclaraca.gov/index.aspx?page=1548> for fire permits and guidelines.

### **STREETS**

- ST1. Submit copy of complete landscape and automatic irrigation plans for review and comment by City staff. Plans are to include all existing trees with 4" or larger diameter (measured 30" above ground) on development property and adjacent property if they may be impacted. Trees are to be correctly labeled with specie name and correctly plotted as to exact location on the plans. Trees are to be noted as to whether they are proposed to be saved or removed. City tree preservation specifications are to be included on all plans

- where existing trees are to be saved during construction. A copy of these specifications can be obtained from the City Arborist at 408-615-3080.
- ST2. The Developer is to supply and install City street trees per City specifications; spacing, specie, and size (24 inch box size) to be determined by City Arborist.
- ST3. No cutting of any part of City trees, including roots, shall be done without following city tree preservation specifications and securing approval and direct supervision from the City Arborist at 408-615-3080.
- ST4. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
- ST5. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed.
- ST6. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.
- ST7. All trees, existing and proposed, must maintain minimum of ten (10) feet from any existing or proposed Water Department facilities. Existing trees that conflict must be removed by developer. Trees shall not be planted in water easements or public utility easements.
- ST8. All landscaping and irrigation systems shall meet City standard specifications.
- ST9. Provide the Street Department with information regarding existing tree information and/or how trees are to be preserved.

**STORM WATER:**

- ST12. Since this project involves disturbing a land area of one acre or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.
- ST13. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.
- ST14. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.
- ST15. Special Urban Runoff Stormwater Pollution Prevention requirements apply. Set up meeting with the Street Department to discuss requirements. Contact Dave Staub at 408-615-3080.
- ST16. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements. Applicant to coordinate with Dave Staub of the Street Department at 408-615-3080 prior to re-submittal.

**SOLID WASTE:**

- ST17. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type.
- ST18. Provide trash enclosure, the location and design of which shall be approved by the Director of Planning and Inspection prior to issuance of any building permits. All trash enclosures should be constructed to drain to the sanitary sewer.

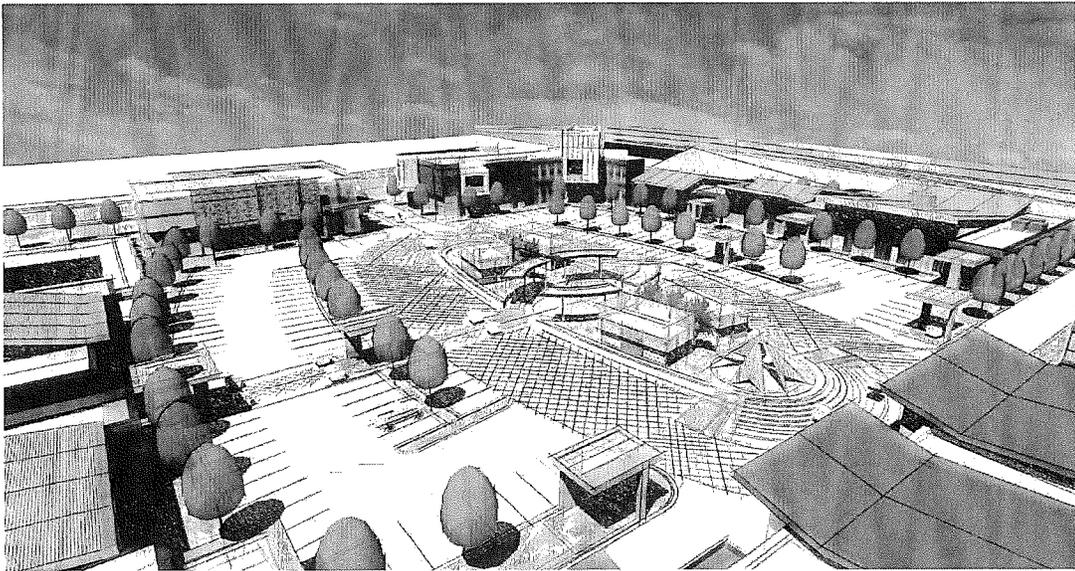
- ST19. The applicant shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations and street/alley widths to the Street Department.
- ST20. The application shall provide the Street Department with information to evaluate Solid Waste requirements. Set up meeting with Dave Staub of the Street Department at 408-615-3080 to discuss the requirements.
- ST21. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.

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# ENVIRONMENTAL IMPACT REPORT ERRATUM

## Gateway Village Development Project

SCH No. 2013042025



*Prepared for*

The City of Santa Clara  
Planning Division, City Hall  
Santa Clara, CA 95050



*Prepared by*



40 A/B S First Street  
San Jose, CA 95113

May 2015

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# 1.0 INTRODUCTION

The purpose of this erratum is to document any changes to the environmental impact analysis presented in the Gateway Village Development Project Final Environmental Impact Report (FEIR) resulting from the project's new site plan. The site plan has been revised to redistribute residential and retail space. The new plan reduces residential space from 476 units to 461 units, increases retail/commercial space from 86,500 square feet (sf) to 108,000 sf, and adds 15 live/work units. These 15 live/work units account for the increased retail/commercial space. Changes are shown in **Table 1**. The new site plan also includes a below grade 100-space parking garage.

**Table 1 Site Plan Changes**

|                            | Submitted Plan | Proposed Plan | Change  |
|----------------------------|----------------|---------------|---------|
| Residential Units          | 476            | 461           | - 15    |
| Residential Parking Spaces | 721            | 700           | -21     |
| Retail Square Footage      | 86,500 sf      | 108,000 sf    | +21,500 |
| Retail Parking Spaces      | 324            | 420           | +96     |

There are no changes to the environmental impact analysis presented in the following sections of the EIR:

- Aesthetics
- Agricultural Resources
- Biological Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Mineral Resources
- Noise

Changes that occur in the remaining sections of the EIR are described below in **Section 2.0, Erratum**.

## 2.0 ERRATUM

Changes to the EIR are presented section-by-section, with newly added text shown in single underline format, and deleted text shown in ~~strikeout format~~.

### 2.2 Areas of Controversy/Issues to Be Resolved

Page 2-2 of EIR

The issue of adequate parking was raised during the public scoping meeting. ~~Scenario 1 proposes a total of 1,045 parking spaces for retail customers and residents; Scenario 2 proposes a total of 1,087 parking spaces for retail customers and residents.~~ **The project proposes a total of 1,120 parking spaces for retail customers and residents.** Table 2-2 summarizes proposed parking for each scenario by retail and residential type.

Table 2-2 Vehicle Parking Requirements

| Land Use                   | Parking Standards Within Transit Zone               | Proposed Project Land Uses |            | Required Vehicles Parking Supply Transit Zone |                      | Proposed Project Parking |                      |
|----------------------------|---|----------------------------|------------|---|----------------------|--------------------------|----------------------|
|                            |   | Scenario 1                 | Scenario 2 | Scenario 1                                    | Scenario 2           | Scenario 1               | Scenario 2           |
|                            |   | 1                          | 2          | 1   | 2                    | 1                        | 2                    |
| Retail                     | 1 parking space/<br>266 gross-sf <sup>1</sup>       | 86,500-sf                  | 87,100-sf  | 324 parking spaces                            | 327 parking spaces   | 324a parking spaces      | 327b parking spaces  |
| Multi-dwelling residential | 1 parking space /studio <sup>2,3</sup>              | -                          | -          | -   | -                    | -                        | -                    |
| 1-bedroom unit             | 1.2 parking space/<br>1-bedroom unit <sup>2,3</sup> | 290 units                  | 290 units  | 348 parking spaces                            | 348 parking spaces   | 721 parking spaces       | 760 parking spaces   |
| 2-bedroom unit             | 2 parking space/<br>2+ bedroom unit <sup>2,3</sup>  | 185 units                  | 185 units  | 370 parking spaces                            | 370 parking spaces   |                          |                      |
|                            | Total   | -                          | -          | 1,042 parking spaces                          | 1,045 parking spaces | 1,045 parking spaces     | 1,087 parking spaces |

Note: sf = square feet

a 250 of the retail parking spaces would be located on surface parking lots. The remaining 74 parking spots would be located within the residential parking garage.

b 292 of the retail parking spaces would be located on surface parking lots. The remaining 35 parking spots would be located within the residential parking garage.

1. Parking requirements from Section 18.74.020(r)(3), Santa Clara Municipal Code

<http://www.codepublishing.com/ca/santaclara/mobile/> Accessed August 26, 2013

2. "Minimum Parking Requirements" for Transit-Oriented Mixed-Use Combining Zoning Districts in Section 18.22.140 (j), Santa Clara Municipal Code (<http://www.codepublishing.com/ca/santaclara/mobile/> Accessed August 26, 2013)

3. Use of parking facilities allowed by occupants and guests of occupants, as noted in Section 18.74.040(n), Santa Clara Municipal Code (<http://www.codepublishing.com/ca/santaclara/mobile/> Accessed April 14, 2014)

4. According to section 18.22.140 (j) of the Santa Clara municipal code, mixed-use development, located near transit, and transportation demand management can accommodate reduced parking because increased transit accessibility and mixed land uses can reduce vehicle trips and vehicle demand per household or by land use.

Source: Fehr & Peers, 2013.

|   | <u>Parking Standards<br/>Within Transit<br/>Zone<sup>1</sup></u> | <u>Proposed<br/>Project Land<br/>Uses</u> | <u>Required<br/>Vehicles<br/>Parking Supply<br/>Transit Zone</u> | <u>Proposed<br/>Project Parking</u>  |
|---|--|---|--|--|
| <b>Retail</b>                                 | <u>1 parking space/<br/>266 gross sf<sup>2</sup></u>             | <u>108,000 sf</u>                         | <u>379 parking spaces</u>  | <u>420<sup>3</sup> parking<br/>spaces/1 parking<br/>space per 257<br/>gross sf<sup>4</sup></u> |
| <b>Multi-dwelling residential<sup>5</sup></b> |  |   |  |  |
| <b>1-bedroom unit</b>                         | <u>1.2 parking<br/>space/1-bedroom<br/>unit<sup>5,6</sup></u>    | <u>322 units</u>                          | <u>386 parking spaces</u>  |  |
| <b>2-bedroom unit</b>                         | <u>2 parking space/2+<br/>bedroom unit<sup>5,6</sup></u>         | <u>139 units</u>                          | <u>278 parking spaces</u>  |  |
|   |  | <b><u>Residential Total</u></b>           | <b><u>664 parking spaces</u></b>                                 | <b><u>700 parking spaces</u></b>   |
|   |  | <b><u>Project Total</u></b>               | <b><u>1,043 parking<br/>spaces</u></b>                           | <b><u>1,120 parking<br/>spaces</u></b>   |

1. According to section 18.22.140 (j) of the Santa Clara municipal code, mixed-use development, located near transit, and transportation demand management can accommodate reduced parking because increased transit accessibility and mixed land uses can reduce vehicle trips and vehicle demand per household or by land use.

2. Parking requirements from Section 18.74.020(r)(3), Santa Clara Municipal Code <http://www.codepublishing.com/ca/santaclara/mobile/> Accessed August 26, 2013

3. 238 of the retail parking spaces would be located on surface parking lots. 96 parking spaces would be located in the below-grade parking lot. The remaining 86 parking spaces would be located within the residential parking garage.

4. This shows that parking provided by the project is in excess of required parking supply.

5. "Minimum Parking Requirements" for Transit-Oriented Mixed-Use Combining Zoning Districts in Section 18.22.140 (j), Santa Clara Municipal Code (<http://www.codepublishing.com/ca/santaclara/mobile/> Accessed August 26, 2013)

6. Use of parking facilities allowed by occupants and guests of occupants, as noted in Section 18.74.040(n), Santa Clara Municipal Code (<http://www.codepublishing.com/ca/santaclara/mobile/> Accessed April 14, 2014)  
Source: Fehr & Peers, 2013

*Page 2-4 of Draft (DEIR)*

The project would be required to provide ~~1,039~~ **1,040 parking spaces**, resulting in a surplus of ~~six~~ **77** spaces (~~based on the proposed 1,045 total spaces part of Scenario 1~~) above the City parking space requirements in a transit zone. Furthermore, Fehr & Peers conducted a supplemental shared parking analysis (see Appendix I) which indicated that the proposed parking supply onsite is adequate to handle peak demand.

### 3.1 Introduction

*Page 3-1 of EIR*

The Gateway Village Project (project) is a proposed mixed-use development project consisting of ~~476~~ **461** apartment units and approximately ~~86,000~~ **108,000** square-feet of retail space at 3700 El Camino Real in the City of Santa Clara in Santa Clara County. **Of the 476 apartment units, 15 are live/work spaces.**

The project entails construction of retail and residential buildings in the northern and southern half of the 12.6-acre property, respectively. The project also includes a central public amenity plaza in the retail section for use by the general public, and ~~three~~ landscaped ~~courtyards in~~ **open spaces throughout** the residential section for use by the residents of the apartments proposed on site. Parking on site would be provided in surface parking lots, **in a below-grade parking lot**, and in a 6-story garage. Other associated improvements, such as internal roads, sewer, water supply, and storm drain lines would also be constructed.

### 3.4 Proposed Components

*Page 3-4 of EIR*

#### Retail

The project would accommodate a total of approximately ~~86,000~~ **108,000** square-feet of retail space. The retail component of the project is **primarily** located in the northern portion of the project site ~~under both scenarios~~, **as well as in 15 live/work units in the center of the project site**. One- to two-story buildings would be constructed in the northeast and northwest quadrant portion of the site and four kiosks<sup>1</sup> would be constructed at the central plaza. Retail buildings that face El Camino Real and Lawrence Expressway

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<sup>1</sup> Roofed booths for retail sales

would be two stories in height. Buildings facing Halford Avenue in the northwest quadrant of the project site would be one-story high. The retail development itself would generally be an average height of approximately 38 feet.

The highest element of the retail development (47 feet) would mark the corner at the intersection of El Camino Real and Lawrence Expressway under both scenarios (See **Figure 3-3**). A major feature of the retail development would be rectangular box elements that would allow for backdrop signage.

### Central Plaza

The retail space would be placed around a central, public amenity plaza. The central plaza is intended to serve as a gathering space and would include a performance area surrounded by stepped seating, water features, kiosk-style cafes, dining areas, and a tensile structure covered children's play area in a landscaped setting. The central plaza would incorporate a total of approximately 1,984 square-feet of retail space in four kiosks, approximately 496 square feet each.

### Residential

The residential community would incorporate one and two-bedroom apartment units, as well as two-bedroom lofts for a total of ~~476~~ **461** units. Of these, ~~290 (61 percent)~~ **322 (70 percent)** would be one bedroom units, and the remaining ~~186 (39 percent)~~ **139 (30 percent)** two bedroom units. **Residential units also include 15 live/work spaces representing up an additional 20,900 square feet of retail.**

Residential uses would be placed on the southern portion of the project site. Six-story residential buildings are proposed around a ~~six-story~~ **five-story** parking structure/garage. The garage would be concealed with a 'wrap' of residential units. A grand amenity space on the roof of the garage would include a large pool/spa area, cyber lounge, club house, fitness center and bocce ball court, as shown in **Figure 3-4**. Additionally, the residential community would include four-story residential buildings. These buildings would be placed around ~~three landscaped courtyards along the southern boundary of~~ **throughout** the project site. Additionally, four story residential buildings would be constructed along the property boundaries facing Halford Avenue, and Lawrence Expressway.

### Page 3-7 of EIR

The construction of one- to two-story retail buildings with up to ~~250~~ **238** surface parking spaces would be included ~~under Scenario 1~~. Surface parking areas would be located along Halford Avenue, Lawrence Expressway, and between the retail buildings and central plaza. **An additional 96 parking spaces would be provided in a below-grade parking lot located along Lawrence Expressway.** Additionally, ~~74~~ **86** parking spaces would be allocated to retail in the ~~six-story~~ **five-story** residential community garage.

Page 3-8 of DEIR

**Table 3-1 Gateway Planned Components: Scenario 1**

| Project Site               | Proposed Land Use (square feet) |                          |                                 |
|----------------------------|---------------------------------|--------------------------|---------------------------------|
|                            | Residential                     | Retail                   | Central Plaza/Public Open Space |
| <b>Retail Portion</b>      | N/A                             | 85,116                   | N/A                             |
| <b>Central Plaza</b>       | N/A                             | 1,984<br>(retail kiosks) | 17,989                          |
| <b>Residential Portion</b> | 554,945                         | N/A                      | 43,544                          |

Source: NC2 Studio, 2013

**Table 3-1 Gateway Planned Components**

| Project Site               | Proposed Land Use (square feet) |                          |                                 |
|----------------------------|---------------------------------|--------------------------|---------------------------------|
|                            | Residential                     | Retail                   | Central Plaza/Public Open Space |
| <b>Retail Portion</b>      | N/A                             | 108,000                  | N/A                             |
| <b>Central Plaza</b>       | N/A                             | 1,984<br>(retail kiosks) | 17,989 <sup>1</sup>             |
| <b>Residential Portion</b> | 404,858                         | N/A                      | 43,544 <sup>1</sup>             |

Note: 1. Landscaping square footage is an approximate estimate and may be subject to change.

Source: NC2 Studio, 2015

The project site is located in the southern portion of the City that is mainly served by potable groundwater extracted from the groundwater basin, and thus the project would be served by groundwater supplies. The City Council approved and adopted a water supply assessment (WSA) for the proposed project to assess total potable water demand and supply for the project. Recycled water is not currently available to serve the site, and would not be used for irrigation uses at this time. Since the preparation of the WSA, the square footage of the land uses proposed onsite have been refined. The WSA calculated the water demand for the project to be 287.5 acre-feet per year (afy) based on higher square footage numbers than what is currently being proposed, and therefore provides a more conservative result. The WSA calculates water consumption based on an average daily demand for 678,528 square feet of residential apartment units, 86,388 square feet of retail space, and 133,000 square feet of landscape versus ~~554,945~~ 404,858 square feet of residential, ~~84,516~~

**108,000** square feet of retail space, and **approximately** 100,148<sup>2</sup> square feet of landscaping. Although the final project design includes more retail than contemplated by the WSA (an increase of 21,612 square feet), the final project will include far less residential space (by 273,670 square feet). Given that the retail uses are far less water intensive than residential uses, the revised project will result in less water use than the WSA analyzed. See **Section 4.5, Hydrology and Water Quality** for detailed information regarding water supply and demand.

## 4.2 Air Quality

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**Table 4.2-4** reports annual operational emissions and **Table 4.2-5** reports the predicted average daily emissions. Emissions are reported for both the project and existing conditions (i.e., emissions from existing land uses in current operation at the site). As shown in **Table 4.2-4** and **Table 4.2-5**, net average daily and annual emissions of ROG, NO<sub>x</sub>, PM<sub>10</sub>, or PM<sub>2.5</sub> associated with operation would not exceed the BAAQMD significance thresholds. Since the air quality emissions modeling was performed, the number of daily trips has increased by 45, from 2,420 to 2,465. However, the emissions presented in Tables 4.2-4 and 2.2-5 are well below thresholds; the additional 45 daily trips would produce a negligible increase in emissions, and the project's total emissions would remain well below BAAQMD significance thresholds. Therefore, this impact is considered less than significant.

## 4.5 Hydrology and Water Quality

*Page 4.5-16 of EIR*

Since the preparation of the WSA, the square footage of the land uses proposed onsite have been refined. The WSA calculated the water demand for the project to be 287.5 afy based on higher square footage numbers than what is currently being proposed, and therefore provides a more conservative result. The WSA calculates water consumption based on an average daily demand for 678,528 sf of residential apartment units, 86,388 sf of retail space, and 133,000 sf of landscape versus ~~554,945~~ **404,858** square feet of residential, ~~84,516~~ **100,800** square feet of retail space, and **approximately** 100,148 square feet of landscaping.<sup>3</sup> Although the final project design includes more retail than contemplated by the WSA (an increase of 21,612 square feet), the final project will include far less residential space (by 273,670 square feet). Given that the retail uses are far less water intensive than residential uses, the revised project will result in less water use than the WSA analyzed. The historic water demand for the site is 1.2 afy. Therefore, the project is expected to increase water

<sup>2,3</sup> Landscaping square footage is an approximate estimate and may be subject to change.

demand within the City by 286.3 afy (287.5 afy minus 1.2afy). Please refer to Chapter 3.0, Project Description for further discussion.

*Page 4.5-19 of EIR*

The project would not place housing within a 100 year flood hazard area. The project proposes construction of six and four story residential building accommodating up to ~~476~~ **461** apartment units in the southern portion of the site located in Zone X per FIRM for the City (FEMA, 2009). Zone X represents areas that have a 0.2 percent probability of flooding

every year (also known as the "500-year floodplain") but are above the 0.1 percent flood (100 year floodplain) elevation. This impact would, therefore, be less than significant. No mitigation measures are required.

## 4.6 Land Use and Planning

*Page 4.6-7 of EIR*

Implementation of the project would redevelop the area to allow for approximately ~~86,000~~ **108,000** sf of pedestrian-oriented retail space in the northern portion of the project site and up to ~~476~~ **461** apartment residences in the southern portion of the project site. Although implementation of the project would redevelop the use and design of the existing project site, no new City roads to divide established community would be constructed as a result of the project. Residents located adjacent to the project site would continue using existing roads upon completion of the project. Therefore, implementation of the project would not physically divide an existing established community.

*Page 4.6-8 of EIR*

The project site has an existing land use designation of Regional Mixed Use, which is intended for high-intensity and mixed-use development along major transportation corridors. This designation permits certain types of commercial and residential development, as discussed in **Subsection 4.6.3, Regulatory Setting**. The project entails construction of retail and residential buildings in the northern and southern half of the 12.6-acre property. The project also includes a central public amenity plaza in the retail section for use by the general public, and three landscaped courtyards in the residential section for use by the residents of the apartments proposed on site. Parking on site would be provided in surface parking lots for up to ~~292~~ **238** car spaces and **below-grade parking lot for up to 96 car spaces**, in the retail section, and in a ~~six-story~~ **five-story** garage for up to ~~795~~ **786** car spaces. Other associated improvements, such as internal roads, sewer, water supply, and storm drain lines would also be constructed. Given the proposed land uses, the project is consistent with the General Plan land use designation.

## 4.8 Population and Housing

*Page 4.8-7 of EIR*

### Housing

Implementation of the project would increase population within the City by approximately ~~1,261~~ **1,222** residents, based on ~~476~~ **461** proposed residential units and an average household size of 2.65 as projected by U.S. Census data (2010).<sup>3</sup> The project represents

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<sup>3</sup> 2.65 persons per household x 476 units = 1,261.

approximately ~~3.7~~ **3.6** percent of growth in the City's population in the years 2015 through 2040, which is well below the total growth projected for the City. Therefore, implementation of the project would not substantially increase the population in the City, nor would it cause the City's population to exceed population projections 2015 to 2040.

The total RHNA for the City is 5,873 units, divided among the defined income groups. As discussed previously, the greatest need is in the above moderate income category, requiring over 45 percent of the allotted units for the City. The ~~476~~ **461** proposed residential units are intended to be high-end units and would not satisfy a portion of the City's RHNA.

Given that the number of housing units and estimated direct population increase associated with the project would be within numbers projected by ABAG, direct impacts from population and housing growth would be less than significant. Therefore, no mitigation measures are required.

### Employment

Construction of the project would result in a temporary increase in construction-related job opportunities in the local area. Since the opportunities provided by construction of the project would be temporary, it is unlikely that construction workers would relocate to the project site vicinity. The construction industry differs from most other industry sectors in several ways as described below:

- Construction employment has no regular place of business. Rather, construction workers commute to job sites that may change several times per year.
- Many construction workers are highly specialized (e.g. crane operators, steel workers, masons) and move from one job site to another as dictated by the demand for their skills.
- The work requirements of most construction projects are also highly specialized and workers are employed on a job site only as long as their skills are needed to complete a particular phase of the construction process.

Jobs would also be created as a result of retail use on the site. It has been estimated that 3 jobs per 1,000 feet of retail space are anticipated. This project would result in about ~~250~~ **324** new jobs, but would also provide approximately ~~476~~ **461** apartment units, and would thus help to alleviate some of the identified jobs/housing balance. Given this, the project would have less-than-significant impacts to employment.

*Page 4.8-9 of EIR*

The project is a proposed mixed-use development that would provide ~~476~~ **461** residential units and about ~~250~~ **324** new jobs, which would improve the jobs/housing imbalance that would exist with General Plan buildout. Given this, the project would not have a considerable contribution toward the jobs/housing imbalance cumulative impact.

## **4.9 Public Services and Recreation**

*Page 4.9-14 of EIR*

### **School Facilities**

As previously discussed, the schools that would serve the project site are Laurelwood Elementary School, Peterson Middle School, and Wilcox High School. The project would generate approximately ~~76~~ **74** new students in the SCUSD based on a student generation rate of 0.16 per multifamily unit (City of Santa Clara, 2010). According to the SCUSD, Laurelwood Elementary is currently at capacity. Peterson Junior High and Wilcox High School have capacity to accept incoming students. No new education facilities are proposed at this time that would serve the study area; however, if growth demands it, additional schools may be opened in the future (Syth, 2013). SCUSD currently has four closed school sites that could be used to serve new development. Alternatively, SCUSD may choose to modify school catchment areas or add modular classrooms to accommodate new students (City of Santa Clara, 2011).

Additionally, the project would be required to comply with the requirements of SB 50 and California Government Code Section 65995 (b), requiring the project applicant to pay school developer fees. Compliance with these requirements would reduce potentially significant impacts related to schools to a less than significant level, and no further mitigation would be required.

### **Parks**

Implementation of the project would generate an increase in population of approximately ~~1,261~~ **1,222** residents to the City, based on ~~476~~ **461** proposed residential units and an average household size of 2.65 as discussed in **Section 4.8, Population and Housing**. According to the General Plan EIR, the City anticipates adding approximately 78 acres of new parkland to serve the 32,400 people anticipated with the buildout of the General Plan, in order to maintain the ratio of 2.4 acres of parkland per 1,000 residents. Given that this project is included in the General Plan, the modest population increase is accounted for and would be addressed by buildout of the planned additional new parkland.

In addition to the above-mentioned amenities, the project applicant would be required to pay park facilities fees as identified by the City. **Additionally, the applicant will make a voluntary contribution, negotiated with the City in the amount of \$3,636 per unit, or approximately \$1.73 million for the project.**<sup>4</sup> This coupled with the proposed public recreational amenities would result in less than significant impacts to parkland use in the City.

#### Other Public Facilities

Implementation of the project would generate an increase in population of approximately ~~1,261~~ **1,222** residents to the City, based on ~~476~~ **461** proposed residential units and an average household size of 2.65 as discussed in Section 4.8, Population and Housing. The project would provide onsite amenities and recreational space. The proposed retail space would be placed around a central, public amenity plaza. The central plaza is intended to serve as a gathering space and would include a performance area surrounded by stepped seating, water features, kiosk-style cafes, dining areas, and a tensile structure covered children's play area in a landscaped setting. Pedestrian pathways would provide for circulation around the central plaza, and to the residences and surrounding community. Site design features would facilitate linkages among uses on and off-site through use of pedestrian, bicycle and other circulation connections. Given that the project is included in the General Plan, and onsite amenities would help to alleviate overuse of public facilities and recreational areas, this impact would be less than significant.

## 4.10 Transportation/Traffic

*Page 4.10-31 of EIR*

### Project Trip Generation

Incorporating the site-specific reductions discussed above, the project is estimated to generate ~~2,420~~ **2,465** net new daily vehicle trips, ~~284~~ **289** net-new AM peak-hour vehicle trips (~~78~~ **81** inbound and ~~206~~ **208** outbound) and ~~342~~ **355** net new PM peak-hour vehicle trips (~~206~~ **211** inbound and ~~136~~ **142** outbound). The result of the project trip generation rates is presented in Table 4.10-8.

<sup>4</sup> The project application was deemed complete prior to the adoption of the new parkland fees and is therefore not subject to the new parkland fee requirements.

**Table 4.10-8 Project Trip Generation Rates and Estimates**

| Land Use                    | Weekday<br>Daily | AM Peak Hours |            |            | PM Peak Hours |            |            |
|-----------------------------|------------------|---------------|------------|------------|---------------|------------|------------|
|                             |                  | In            | Out        | Total      | In            | Out        | Total      |
| Total Net New Project Trips | 2,420            | 78            | 206        | 284        | 206           | 136        | 342        |
|                             | <u>2,435</u>     | <u>81</u>     | <u>208</u> | <u>289</u> | <u>211</u>    | <u>142</u> | <u>355</u> |

Note: Table has been reduced from the table included in the EIR to only present relevant revised data.  
Source Fehr and Peers, 2015

## 4.11 Utilities

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**Table 4.11-1 Project Wastewater Generation Estimates**

| Land Use                    | Generation Rate <sup>1</sup> | Number of<br>Units/Square<br>feet | Wastewater<br>Generation<br>(gpd) | Wastewater<br>Generation<br>(mgd) |
|-----------------------------|------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| High Density<br>Residential | 154 gpd/DU                   | 476                               | 73,304                            | 0.073                             |
|                             |                              | <u>461</u>                        | <u>70,994</u>                     | <u>0.071</u>                      |
| Commercial <sup>2</sup>     | 0.1gpd/sq. ft <sup>3</sup>   | 86,877                            | 8687.7                            | 0.009                             |
|                             |                              | <u>108,000</u>                    | <u>10,800.0</u>                   | <u>0.011</u>                      |
| Total                       |                              |                                   | 81,991.7                          | .082                              |
|                             |                              |                                   | <u>81,794.0</u>                   |                                   |

1 Generation rate source: Table 2-1, Base Wastewater Unit Flow Factor, Sanitary Sewer Capacity Assessment, 2009

2 Including neighborhood and regional commercial services, retail, office, and auto sales.

3 Gallons per day per square foot of building floor space

Source: City of Santa Clara, 2009.

### **Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs**

Based upon the solid waste generation rates outlined in the General Plan for the General Plan developments, the proposed project would generate approximately ~~860 to 1,032~~ 996 to 1,195 pounds of solid waste per day from non-residential uses, and approximately ~~17,040~~ 16,512 pounds of solid waste per week from residential uses for a total of ~~600 to 631~~ 611 to 647 tons per year. The City currently has a contract with the owners of the Newby Island Landfill, located in San José, to provide disposal capacity through 2024. The landfill has a remaining capacity of approximately 8.4 million cubic yards and therefore has sufficient capacity to serve the project (City of San José, 2009). Therefore, impacts are considered less-than-significant and no mitigation measures are required.

### 4.12.3 Cultural Resources

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The project site is currently developed with commercial buildings and paved parking areas. The City of Santa Clara (City) has not identified any of the features at the project site as historical, archaeological, paleontological resources or as a unique geological feature. The project site has been previously disturbed during construction of the existing structures and associated paving. Implementation of the project consists of demolition of existing development with ~~minimal~~ **some superficial excavation required for the below grade parking lot**; therefore, the potential to encounter archaeological or paleontological resources during construction is low. **Mitigation Measures CUL-1 through CUL-4 would reduce potential impacts to cultural resources to less than significant.**

### 4.12.7 Energy Demand

Page 4.12-18 of EIR

The project would accommodate a total of approximately ~~86,000~~ **108,000** sf of retail space and ~~476~~ **461** apartment units. Parking on site would be provided in surface parking lots for up to ~~292~~ **238** car spaces and **below-grade parking lot for up to 96 car spaces**, in the retail section, and in a ~~six-story~~ **five-story** garage for up to ~~795~~ **786** car spaces. The project would provide ~~133,000~~ **approximately 100,148**<sup>5</sup> sf of new landscaping and an onsite bio retention system. The new buildings would be constructed to be 15 percent above 2008 Title 24 requirements and appliances would be Energy Star rated. The proposed project would also include features to reduce per capita water use, such as low water and drought-resistant plants, high efficiency showerheads, and low-flow toilets. Therefore, the proposed project would be consistent with Title 24 and project implementation would not result in the inefficient, wasteful, or unnecessary use of energy. The project would not significantly consume more energy than is currently consumed on the site and would not require the construction of additional energy infrastructure facilities. Therefore, impacts on energy demand would be less than significant.

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<sup>5</sup> Landscaping square footage is an approximate estimate and may be subject to change.

## 4.0 MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is a California Environmental Quality Act (CEQA)-required component of the environmental impact report (EIR) process for the project. The results of the environmental analyses, including proposed mitigation measures, are documented in the draft EIR.

CEQA requires that agencies adopting EIRs take affirmative steps to determine that approved mitigation measures are implemented subsequent to project approval.

As part of the CEQA environmental review procedures, §21081.6 requires a public agency to adopt a monitoring and reporting program to ensure efficacy and enforceability of any mitigation measures applied to the proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in §21081.6 (a) (1):

The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required to be incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

**Table 4-1** below is the MMRP for the Gateway Village project. The table lists each of the mitigation measures proposed in the draft EIR and specifies the agency responsible for implementation of the mitigation measure and the time period for the mitigation measure.

Table 4-1 Mitigation Monitoring and Reporting Program

| Environmental Impacts   | Mitigation Measures   | Responsible Party   | Timing                                 |
|---|---|---|--|
| <b>Aesthetics</b>   |   |   |  |
| <p><b>Impact AES-1:</b> Implementation of the project would introduce new sources of light and glare from residential and retail land uses</p>  | <p><u><b>Mitigation Measure AES-1:</b></u> The project developer shall install low-profile, low-intensity lighting directed downward to minimize light and glare</p> <p><u><b>Mitigation Measure AES-2:</b></u> High-intensity outdoor lighting on individual homes and structures shall be prohibited (this prohibition shall be included in the development Covenant, Conditions, and Restrictions (CC&amp;Rs), with specific guidelines as to which lighting is appropriate)</p>   | Project Applicant   | During project design and construction |
|   | <p><u><b>Mitigation Measure AES-3:</b></u> The project developer shall use shielded fixtures for street lighting and park lighting to minimize glare produced by the lighting on the project site</p>   |   |  |
| <b>Air Quality</b>  |   |   |  |
| <p><b>Impact AQ-1:</b> Construction of the proposed project would generate short-term emissions of fugitive dust and criteria pollutants that would affect local air quality in the vicinity of the construction site</p> | <p><u><b>Mitigation Measure AQ-1:</b></u> The project design features for construction include Bay Area Air Quality Management District (BAAQMD) recommended "Best Management Practices" along with construction equipment selection, techniques and scheduling that reduce impacts. This construction design features is intended to establish a process that minimizes fugitive dust and exhaust emissions that protects the health and safety of nearby sensitive receptors such that temporary construction emissions would not exceed the BAAQMD significance thresholds for community risk and hazard impacts. These features will include some combination of the following:</p> | Project Applicant and City Building and Inspection Department | During construction                    |
|   | <ol style="list-style-type: none"> <li>1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> </ol>  |   |  |

| Environmental Impacts  | Mitigation Measures   | Responsible Party  | Timing                     |
|--|---|--|----------------------------|
|  | <ol style="list-style-type: none"> <li>2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>4. All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.</li> <li>7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</li> </ol> |  |                            |
| <p><b>Impact AQ-2:</b> The project would expose sensitive receptors to substantial pollutant concentrations caused by the project construction</p> | <p><b>Mitigation Measure AQ-2:</b> The equipment during demolition, grading, and trenching construction phases to minimize emissions shall be selected to include the following:</p> <ol style="list-style-type: none"> <li>1. All diesel-powered off-road equipment larger than 50 horsepower shall meet U.S. EPA particulate matter emissions standards for Tier 2 engines or equivalent;</li> </ol>  | <p>Project Applicant and City Building and Inspection Department</p> | <p>During construction</p> |

| Environmental Impacts  | Mitigation Measures  | Responsible Party  | Timing   |
|--|--|--|--|
|  | <ol style="list-style-type: none"> <li>2. All diesel powered construction equipment used for vertical building construction (i.e., cranes, forklifts, backhoes, generators, and welders) shall meet U.S. EPA particulate matter emissions standards for Tier 4 engines or equivalent;</li> <li>3. Diesel-powered generators or air compressors shall not be used on-site for more than two days at each construction project;</li> <li>4. Minimize the number of hours that equipment will operate including the use of idling restrictions.</li> </ol>  |  |  |
| <b>Biological Resources</b>  |  |  |  |
| <p><b>Impact BIO-1:</b> Project-related construction and/or tree removal would result in the loss of an active nest of a Cooper's hawk, which is a special-status bird species</p> | <p><b>Mitigation Measure BIO-1:</b> If construction activities or tree removal would commence anytime during the nesting/breeding season of native bird species potentially nesting on the site (typically February through August in the project region), a pre-construction survey for nesting birds would be conducted by a qualified biologist within two weeks of the commencement of construction activities.</p> <p>If active nests are found in areas that could be directly affected or are within 300 feet of construction and would be subject to prolonged construction-related noise, a no-disturbance buffer zone should be created around active nests during the breeding season or until a qualified biologist determines that all young have fledged.</p> <p>The size of the buffer zones and types of construction activities restricted within them should be determined by taking into account factors such as the following:</p> <ul style="list-style-type: none"> <li>• Noise and human disturbance levels at the construction site at the time of the survey and the noise and disturbance expected during the construction activity;</li> <li>• Distance and amount of vegetation or other screening between the construction site and the nest; and</li> </ul> <p>Sensitivity of individual nesting species and behaviors of the nesting birds.</p> | <p>Project Applicant and City Building and Inspection Department</p> | <p>Prior to construction and during construction</p> |

| Environmental Impacts   | Mitigation Measures   | Responsible Party  | Timing  |
|---|---|--|---|
| <p><b>Hazards and Hazardous Materials</b></p>   |   |  |   |
| <p><b>Impact HAZ-1:</b><br/>Construction of the project could uncover and expose construction workers and future residents to hazardous material</p>  | <p><b>Mitigation Measure HAZ-1:</b> Surveys shall be done in accordance with federal, state, and local regulations in the areas listed to contain Underground storage tanks (UST) and submitted to and approved by the City's Building and Inspection Department prior to any major ground-disturbance activities associated with construction.</p> <p>USTs, if discovered during construction and/or project occupancy shall be removed by a certified contractor in accord with the Occupational Safety and Health Administration (OSHA) and other applicable standards and requirements, and City health officials shall observe the removal to evaluate potential hazards associated with the USTs. The removal of USTs and any contaminated soil shall be conducted in accordance with federal, state, and local regulations regarding USTs.</p> <p><b>Mitigation Measure HAZ-2:</b> Shallow soil in the area of the elevated mercury and arsenic detections shall be removed and characterized for off-site disposal in an appropriate facility, in accordance with applicable federal, state and local regulations prior to the start of any construction activities. The City's Building and Inspection Department staff shall confirm this measure has been implemented prior to the start of any construction activities.</p> | <p>Project Applicant and City Building and Inspection Department</p> | <p>Prior to and during construction</p>         |
| <p><b>Impact HAZ-2:</b> Building demolition for the implementation of the project could release regulated building material to the environment and pose a risk to the construction workers or public.</p> | <p><b>Mitigation Measure HAZ-3:</b> The applicant, with prior City written approval, shall contract with experts qualified to identify and remove asbestos-containing materials. These shall be removed from the site and properly disposed of prior to, and as a condition of, the City of Santa Clara issuing a permit for site demolition.</p> <p><b>Mitigation Measure HAZ-4:</b> The applicant, with prior City written approval, shall contract with experts qualified to identify and remove lead-based material. These are to be removed from the site and properly disposed of prior to, and as a condition of, the City issuing a permit for site demolition.</p>   | <p>Project Applicant and City Building and Inspection Department</p> | <p>Prior to issuance of a demolition permit</p> |

| Environmental Impacts   | Mitigation Measures  | Responsible Party  | Timing  |
|---|--|--|---|
| <p><b>Noise</b></p> <p><b>Impact NOI-1:</b> Residential buildings proposed at the project site would be exposed to noise levels greater than those considered compatible with the City of Santa Clara Noise Element and the State Building Code.</p>                      | <p><b>Mitigation Measure NOI-1:</b> A project-specific acoustical analysis shall be prepared as required by the City and the State Building Code to ensure that the design of the project is sufficient to reduce interior noise levels to 45 dBA CNEL or less. Forced air mechanical ventilation, satisfactory to the local building official, must be incorporated into all residential units facing Lawrence Expressway and to allow occupants the option of keeping windows closed to control noise intrusion.</p> <p>Special building sound insulation treatments may be required for residential facades with views of Lawrence Expressway. These treatments would include, but are not limited to, sound rated windows and doors, sound rated wall construction, acoustical caulking, protected ventilation openings, etc. The specific determination of what treatments are necessary would be determined on a unit-by-unit basis. The results of the analysis, conducted during the design phase of the project, including the description of the necessary noise control treatments to achieve acceptable noise levels inside the living units, shall be submitted to the City along with the building plans and approved prior to issuance of a building permit. This procedure is mandated by the State Building Code.</p> | <p>Project Applicant and City Building and Inspection Department</p> | <p>During project design and prior to issuance of a building permit</p> |
| <p><b>Impact NOI-2:</b> Noise from exhaust fans, heating, ventilating, and air conditioning equipment for the building may exceed the 55 dBA <math>L_{eq}</math> daytime and 50 dBA <math>L_{eq}</math> nighttime noise standards at adjacent residential properties.</p> | <p><b>Mitigation Measure NOI-2:</b> Mechanical equipment shall be designed to minimize noise impacts on surrounding uses, particularly residences located south of the site. This can be accomplished by locating noise-generating equipment on the northernmost portion of the buildings to maximize the distance from the existing apartments just south of the project site or by providing acoustical shielding. If rooftop-mounted equipment is used, it should be shielded from the adjacent residential land uses by rooftop screens or perimeter parapet walls, or fitted as necessary with noise control baffles, sound attenuators, or enclosures.</p>   | <p>Project Applicant and Acoustical Specialist</p>                   | <p>During project design</p>  |

| Environmental Impacts  | Mitigation Measures  | Responsible Party  | Timing                       |
|--|--|--|------------------------------|
| <p>An acoustical specialist shall review the mechanical equipment plans prior to construction to confirm that the design includes the controls necessary to meet the City Code guideline at the residential property line.</p> |  |  |                              |
| <p><b>Transportation/Traffic</b></p>   |  |  |                              |
| <p><b>Impact TRAN-2:</b> The addition of project traffic would exacerbate unacceptable traffic operations at the intersection of El Camino Real/Helen Avenue (Intersection #7) under Background with Project Conditions.</p>   | <p><b>Mitigation Measure TRAN 1a:</b> the applicant will provide a fair share contribution to the Caltrans' State Highway Operation and Protection Program (SHOPP) project number EA 4H750K for the installation of a High Intensity Activated Crosswalk (HAWK) beacon as partial mitigation for Impact TRAN-2. This HAWK beacon is proposed at El Camino Real and Helen Avenue intersection within the City of Sunnyvale, and is intended to provide a dedicated crossing phase for pedestrians. Construction is scheduled for early 2017.</p>  | <p>Project Applicant</p>   | <p>During project design</p> |
| <p><b>Impact TRAN-3:</b> Development of the project would increase pedestrian demand on pedestrian facilities serving the nearby bus stops and land uses</p>   | <p><b>Mitigation Measure TRAN-1:</b> The pedestrian crossing of Halford Avenue at Burnley Way shall be enhanced with high visibility crosswalks, corner bulbouts, in-pavement and pole-mounted rectangular rapid flashing beacons, and signage to accommodate the potential increased pedestrian demands between the adjacent residential neighborhood and the proposed retail uses on the project site. A formalized and enhanced marked crosswalk across Halford Avenue at Burnley Way would provide convenient pedestrian access consistent with the existing desire lines to/from the adjacent residential neighborhood and schools.</p> | <p>Project Applicant and City Building and Inspection Department</p> | <p>During project design</p> |
| <p><b>Impact TRAN-4:</b> Development of the project would result in a hazard due to a design feature or inadequate emergency access.</p>   | <p><b>Mitigation Measure TRAN-2:</b> Redesign the drive aisle intersections at the south end of the retail plaza area to a standard four leg intersection to address ingress, egress, and internal circulation conflicts between vehicles and pedestrians.<br/><b>Mitigation Measure TRAN-3:</b> Provide drive aisles with a minimum width of 24 feet for both the residential and retail areas.</p>   | <p>Project Applicant and City Building and Inspection Department</p> | <p>During project design</p> |

| Environmental Impacts   | Mitigation Measures   | Responsible Party  | Timing                                  |
|---|---|--|---|
|   | <p><b>Mitigation Measure TRAN-4:</b> Designate a loading zone <del>on</del> <u>off-site</u> to facilitate moves in-out from the residential dwelling units.</p> <p><b>Mitigation Measure TRAN-5:</b> Remove parallel parking along the southern Halford Avenue driveway near on-site drive aisle intersection locations to enhance visibility of conflict area.</p>   |  |   |
| <b>Cultural Resources</b>   |   |  |   |
| <p>No significant impacts were identified related to cultural resources; however, the potential to discover archaeological or paleontological resources during construction exists. Therefore, mitigation measures CUL-1 – CUL-4 will be implemented as necessary</p> | <p><b>Mitigation Measure CUL-1:</b> Prior to construction, the depths of impact for the proposed project should be adequately determined to assess locations that have the potential to disturb sensitive land forms. This information should be compared with archival research to determine the appropriate locations for geoarchaeological testing. Field study may include, but is not limited to, hand auger sampling, shovel test units, or backhoe trenches as well as other common methods used to identify the presence of buried archaeological resources. Following this analysis, a report containing next-step recommendations shall be provided.</p> <p><b>Mitigation Measure CUL-2:</b> In the event archaeological resources are encountered during construction, work will be halted within 100 feet of the discovered materials and workers will avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations.</p> <p>If an archaeological site is encountered in any stage of development, a qualified archeologist will be consulted to determine whether the resource qualifies as an historical resource or a unique archaeological resource. In the event that it does qualify, the archaeologist will prepare a research design and archaeological data recovery plan to be implemented prior to or during site construction. The archaeologist shall also prepare a written report of the finding, file it with the appropriate agency, and arrange for curation of recovered materials.</p> | <p>Project applicant, lead agency, professional archaeologist, and professional paleontologist</p> | <p>Prior to and during construction</p> |

| Environmental Impacts | Mitigation Measures  | Responsible Party | Timing |
|-----------------------|--|-------------------|--------|
|                       | <p><b>Mitigation Measure CUL-3:</b> A discovery of a paleontological specimen during any phase of the project shall result in a work stoppage in the vicinity of the find until it can be evaluated by a professional paleontologist. Should loss or damage be detected, additional protective measures or further action (e.g., resource removal), as determined by a professional paleontologist, shall be implemented to mitigate the impact.</p> <p><b>Mitigation Measure CUL-4:</b> In the event that human remains are discovered during project construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains. The county coroner shall be informed to evaluate the nature of the remains. If the remains are determined to be of Native American origin, the Lead Agency shall work with the Native American Heritage Commission and the applicant to develop an agreement for treating or disposing of the human remains.</p> |                   |        |

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## FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the City to balance the benefits of the Project against its significant unavoidable environmental effects in determining whether to approve the Project. Since the Environmental Impact Report (EIR) identifies project-level and cumulative significant traffic impacts of the Project that cannot feasibly be mitigated below a level of significance, the City must state in writing its specific reasons for approving the Project in a “statement of overriding considerations” pursuant to sections 15043 and 15093 of the CEQA Guidelines.

In making the statement of overriding considerations, “CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits ... of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic legal, social, technological, or other benefits ... of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered ‘acceptable’.” (CEQA Guidelines, Section 15093(a).)

The EIR provides an assessment of the potentially significant environmental effects from implementation of the proposed Gateway Village Development project. The project applicant (Essex Property Trust) proposes to construct a mixed-use development project consisting of 476 apartment units and approximately 87,100 square feet of retail space at 3700 El Camino Real in the City of Santa Clara (City) in Santa Clara County. The project entails construction of retail and residential buildings in the northern and southern half of the 12.6-acre property. The project also includes a central public amenity plaza in the retail section for use by the general public, and three landscaped courtyards in the residential section for use by the residents of the apartments proposed on site. Parking on site would be provided in surface parking lots, below grade and in the garage totaling 420 parking spaces available for the the retail, and in a 6-story garage for up to 700 residential car spaces. Other associated improvements, such as internal roads, sewer, water supply, and storm drain lines would also be constructed.

### *Project Goals and Objectives*

The applicant’s project objectives are to develop a well-designed, economically feasible mixed-use residential and commercial development to assist in accommodating future housing needs and provide employment opportunity for planned growth within the City.

The objectives of the Project proponent are to:

1. Provide a high-density housing to assist in meeting the housing needs of the City of Santa Clara and the region
2. Provide retail options near residential areas to reduce vehicle miles traveled and minimize trips
3. Provide substantial landscaping, courtyards, a rooftop garden in a residential community, and a rooftop garden in the central plaza area
4. Provide a central plaza area that would serve as a gathering space and provide entertainment and recreational services to local residents and other members of the community

5. Convert an existing commercial strip-mall type development into a dynamic mixed-use development that would enhance streetscape design and maximize in-fill redevelopment to improve the overall appeal of a major City thoroughfare
6. Develop a residential and commercial development of high quality design to enhance the character of the surrounding area
7. Provide high-density housing in proximity to jobs, services, and transit corridors
8. Provide recreational and open space to serve project residents
9. Develop a project with mixed uses to provide employment opportunities, goods, and service to project residents and residents in the surrounding area
10. Develop a project with sustainable elements.

The City of Santa Clara, as the Lead Agency, has developed the following primary objectives to satisfy the requirements of *State CEQA Guidelines* Section 15124 (b):

1. Promote new high quality design for mixed-use projects near existing and future transit opportunities
2. Revitalize underperforming commercial properties and maximizing redevelopment opportunities by co-locating a wide variety of commercial and retail services, and housing that will serve the diverse needs of the area
3. Use exemplary architecture and site design concepts to create a signature point of entry to Santa Clara
4. Maximize densities along El Camino to assist in meeting the City's housing objectives and protect the character of surrounding single family neighborhoods
5. Incorporate site design features that facilitate linkages among uses on and offsite through use of pedestrian, bicycle and circulation connections, shared access and parking
6. Coordinate utility locations to allow installation of a complete street concept for new projects along the El Camino Real

### *Environmental Impact Analysis*

The EIR found that the project would result in a significant and unavoidable impact to traffic. The addition of project traffic would exacerbate unacceptable traffic operations at the intersections of El Camino Real/Halford Avenue, El Camino Real/Helen Avenue, and Lawrence Expressway/Homestead Road. No feasible mitigation measures have been identified to reduce impacts to a less-than-significant level; therefore, these impacts would be significant and unavoidable.

CEQA requires that an EIR identify alternatives to the project as proposed and that these alternatives feasibly attain most of the basic objectives of the project while avoiding or substantially lessening any of the significant effects of the project. The EIR examined two alternatives focused on reducing or eliminating significant traffic impacts:

- No Project Alternative: The site would remain in its existing condition and no development would occur. (CEQA-mandated alternative);
- Reduced Retail: This alternative contemplates reducing the retail development size by 30,000 square feet;

Pursuant to CEQA, Alternative 2, Reduced Retail Alternative, is selected as the environmentally superior alternative. Alternative 2 would reduce the amount of trips generated by the proposed project and would reduce the impact to the intersection of Lawrence Expressway/Homestead Road to less than significant. The traffic impacts at the El Camino Real intersection at Helen Avenue and Halford Avenue would remain significant and unavoidable as they are closer to the project site; however, the impacts would be less severe as fewer trips would be generated under Alternative 2. Additionally, this alternative would further reduce the magnitude of the less than significant impacts identified for the proposed project related to aesthetics, air quality, public utilities, cultural resources, geology and soils, GHG emissions, and energy demand. For these reasons, Alternative 2 is the environmentally superior alternative to the project.

Identification of the environmentally superior alternative is an informational procedure and the alternative identified as the environmentally superior alternative may not be that which best meets the goals or needs of the proposed project. Moreover, there are economic, legal, social, technological, and other benefits of the Project, as set forth below, which outweigh the unavoidable environmental effects.

#### *Statement of Overriding Considerations*

The City finds that each of the specific economic, legal, social, technological, environmental, and other considerations and the benefits of the Project independently outweigh the remaining significant, adverse impacts and is an overriding consideration independently warranting Project approval. The remaining significant adverse impacts identified above are acceptable in light of each of these overriding considerations:

- (i) The project is located in an urbanized area served by existing municipal services.
- (ii) Approval of this mixed-use project would provide an opportunity to locate high quality residential units and retail in proximity to transit facilities consistent with the City's long-term development goals.
- (iii) The scale and character of the mixed-use development complements and is supportive of the surrounding uses.
- (iv) This project maximizes density with accessibility to alternate transportation modes, and integrates pedestrian, bicycle, transit, open space and outdoor uses to encourage active centers.
- (v) This project implements smart growth principles by redeveloping underutilized properties with higher density housing projects in close proximity to established transit facilities.
- (vi) The project includes different sized units ranging from one-bedroom units to two-bedroom units, increasing the City's housing stock, while providing adequate choices of housing tenure, type and location which will assist in meeting the housing needs of the City.

- (vii) The retail uses within the project will provide goods and services to project residents and surrounding local neighborhoods.
- (viii) The project's architectural style provides variation in design while complementing the adjacent projects, thus providing a visually interesting streetscape.
- (ix) The high quality design of the project will enhance the character of the surrounding area.

For the foregoing reasons, the City finds that the Project's benefits would outweigh, and therefore override, any adverse environmental impact that could potentially remain after recommended mitigation measures are implemented. In making this determination, the City incorporates by reference the Findings of Fact set forth above, as well as all of the supporting evidence cited therein and in the administrative record.

## Planning Commission Excerpt Minutes of December 10, 2014

|                              |  |
|------------------------------|--|
| <b>8.B. File:</b>            | <b>PLN2012-09540, PLN2012-09542, and CEQ2012-01149</b>   |
| Location:                    | 3610 and 3700 El Camino Real, two lots totaling 12.59 acres at the southwest corner of El Camino Real and Lawrence Expressway, (APNs: 313-06-002 & 004); property is zoned CC (Community Commercial)   |
| Applicant/Owner:             | Essex Property Trust/Santa Clara Square, LLC   |
| Request:                     | <b>Rezone</b> from Community Commercial (CC) to PD (Planned Development) for Mixed Use development with 476 residential apartment units, and up 86,000 square feet of retail and office space; <b>Tentative Subdivision Map and Certify an Environmental Impact Report (EIR)</b> for the project |
| CEQA Determination:          | Environmental Impact Report (EIR)  |
| Project Planners:            | Gloria Sciara, AICP, Development Review Officer<br>Payal Bhagat, Assistant Planner II  |
| <b>Staff Recommendation:</b> | <b>Recommend City Council Approval, subject to conditions</b>  |

**Notice:** The notice of public hearing for Item 8.B. was posted and mailed to property owners within 500 feet of the project site. Commissioner Stattenfield abstained and recused himself for this item.

**Discussion:** Gloria Sciara gave a brief presentation on the project and introduced the City's environmental consultant for the project who discussed the scope and content of the Environmental Impact Report (EIR).

The Commission inquired about the traffic calming measures. It was clarified that the measures are required as a condition of approval and are designed to address the realized impacts and allow for improvements and/or corrections to the original traffic plan if needed.

The Commission inquired about the Tentative Subdivision Map and it was explained that the map is being requested by the applicant for financial and functional purposes in the actual development of the project.

The Commission confirmed that there is a construction management plan to reduce construction activity impacts on the existing neighbors.

John Eudy, applicant, introduced his architect, Russ Mayler. Mr. Eudy gave an overview of development projects from Essex Property Trust and highlighted the project schedule, history, and collaborative efforts with the City and public to come up with the project being presented tonight. Mr. Mayler noted the design changes to the project since the original proposal, including amenities, parking garages, open space, landscaping, roof line, and site circulation.

The Commission inquired if there was a plan to be able to add additional parking if the need were to arise. The applicant indicated that a lift parking system could be considered to add more parking spaces.

The Commission expressed concern for the privacy impacts on existing neighbors at the rear of the property due to the height of the building and potential lack of sufficient landscape screening.

The Public Hearing was opened.

## Planning Commission Excerpt Minutes of December 10, 2014

Doug Hosking, neighboring resident, stated that the developer has tried to address concerns and improved plans; however, he still had major concerns about the impact on traffic and pedestrian safety.

A neighboring resident stated that he was concerned with the height of the building and felt the tree shading would not provide enough privacy.

Judy Crates, neighboring resident, stated that the project is stunning and will be an improvement to neighborhood; however, improvements to address privacy concerns, such as larger tree replacements, are still needed.

Keith Stattenfield, neighboring resident, stated that the redesigned project was a great improvement over the last proposal; however, the project still has major issues with two traffic intersections that will have a lower Level of Service (LOS) grade and no Fair Share contributions from the applicant for roadway improvements. Mr. Stattenfield added that the traffic and pedestrian flow needs to be improved and that the residential component of the project will have a lot of impacts on parking, safety, and schools.

Carlos Rosas, neighboring resident, stated that public safety includes pedestrian and bicyclist safety, as we all have to share the road, and this project doesn't promote that concept.

Myron Von Raesfeld, local resident, stated that the project is a great mixture of commercial and residential that helps the jobs housing imbalance in the City. Mr. Von Raesfeld added that the project location is ideal for this type of density and that the layout of the combined retail and residential is well thought-out and beneficial for both the residents and City.

Ed Goacka, neighboring resident, stated that the traffic and parking impacts will also affect the City of Sunnyvale residents.

In a rebuttal statement the applicant stated that the shadow study showed that the sun was never blocked as a result of the four-story building. The traffic consultant noted that some of the traffic improvements that can be done are in the City of Sunnyvale, which limits the ability to implement and/or require them through the City of Santa Clara approval process.

The Commission discussed various possibilities to address traffic concerns including adding lanes to Lawrence Expressway, a pedestrian overpass, and signalized crosswalks. It was noted that many options were considered in the preparation of the EIR and traffic analysis and that most measures were considered either infeasible or non-beneficial. The Commission noted that a signalized crosswalk would help pedestrian safety and benefit the project. The Commission expressed additional concern for the implications the Bus Rapid Transit (BRT) system would have on the area's traffic when compounded with this project.

At 11:00pm a motion was carried to extend the Planning Commission meeting to complete the Public Hearing for this item (5-0-1-1, Champeny absent, Stattenfield abstaining).

The Public Hearing was closed.

The Commission requested that the applicant utilize larger trees to enhance the privacy screening and that the parking structure be designed in such a way that could accommodate additional parking in the future.

The Commission confirmed that the project was exempt from the new Park Impact fees as the

## Planning Commission Excerpt Minutes of December 10, 2014

project was deemed complete by the Project Clearance Committee prior to adoption of those fees. It was also noted that this project is exempt from the Below Market Rate (BMR) program as it is rental units and not for-sale units. The Commission further discussed the concerns about the traffic impacts from the project. It was suggested that adding a right-turn-only on Halford Avenue would help the traffic flow. Staff agreed the request would be beneficial and reviewed additional elements of the Transportation Demand Management (TDM) program.

The Commission expressed overall appreciation for the project and felt it would be an improvement to the area and City. It was noted that most schools in Santa Clara are at capacity and that impacts from this project and other residential projects are significant and need to be addressed.

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council certify the Environmental Impact Report for the project located at 3610 and 3700 El Camino Real (5-0-1-1, Champeny absent, Stattenfield abstaining).

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council approve the rezone from Community Commercial (CC) to Planned Development (PD) for the project located at 3610 and 3700 El Camino Real (5-0-1-1, Champeny absent, Stattenfield abstaining) with the following added conditions:

- 1) Implement a right-turn-only restriction from the project site onto Halford Avenue,
- 2) Install a signalized crosswalk at Halford Avenue and Burnley Way,
- 3) Plant larger, mature specimen trees at the back of the property to enhance privacy screening between the project and existing neighborhood, and
- 4) Conduct a six-month review of traffic and parking after the project is completed and occupied.

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council approve the Tentative Subdivision Map for the project located at 3610 and 3700 El Camino Real (5-0-1-1, Champeny absent, Stattenfield abstaining).

Planning Commission  
**STAFF REPORT**

Meeting Date: 12/10/14

Agenda Item # 8.B.



Planning and Inspection Department  
 City of Santa Clara, California



**Project Title:** Gateway Village Development Project  
**File:** PLN2012-09540 (Rezoning), PLN2012-09542 (Vesting Tentative Subdivision Map) and CEQ2012-01149 (Environmental Document)  
**Location:** 3610 and 3640 (3700) El Camino Real, a 12.6 acre project site located at the southwest corner of El Camino Real and Lawrence Expressway; APN(s): 313-06-004 and -002).  
**Applicant:** Essex Property Trust  
**Owner:** Santa Clara Square, LLC  
**Subject:** **Rezone** from Community Commercial (CC) to Planned Development (PD), and **Vesting Tentative Subdivision Map** to allow the construction of a mixed use development comprised of 476 apartment units, up to 87,100 square feet of retail space, and associated parking, landscaping and site improvements, in conjunction with the demolition of the existing retail store and fast food restaurant; and Adoption of an **Environmental Impact Report** for proposed development.  
**CEQA Determination:** Environmental Impact Report (EIR)  
**Project Planner:** Gloria Sciara, Development Review Officer, [gsciara@santaclaraca.gov](mailto:gsciara@santaclaraca.gov)  
 Payal Bhagat, Assistant Planner II, [pbhagat@santaclaraca.gov](mailto:pbhagat@santaclaraca.gov)

### EXECUTIVE SUMMARY

The applicant is requesting to rezone the subject property from Community Commercial (CC) to Planned Development (PD) to allow the development of a mixed-use project consisting of 476 apartment units and approximately 86,000 square feet of retail/commercial spaces with a Vesting Tentative Subdivision Map at 3700 El Camino Real in the City of Santa Clara. The project includes demolition of existing structures and hardscape. The project proposes enhanced streetscape along El Camino Real and Halford Avenue, outdoor seating, accent lighting, bicycle parking, and electric vehicle charging stations.

### Project Data

|                                 | Existing                  | Proposed                             |
|---------------------------------|---------------------------|--------------------------------------|
| <b>General Plan Designation</b> | Regional Mixed Use        | Same                                 |
| <b>Zoning District</b>          | CC (Community Commercial) | PD (Planned Development)             |
| <b>Land Use</b>                 | Commercial                | Mixed Use<br>Commercial/Residential  |
| <b>Lot Size</b>                 | 12.6 acres                | Same                                 |
| <b>Floor Area (FAR%)</b>        | .21                       | 1.85                                 |
| <b>Density</b>                  | N/A                       | 38 du/ac                             |
| <b>Building Square Footage</b>  | ~116,495 sq.ft.           | 1,016,763 sq.ft.                     |
| <b>Parking</b>                  | ~761                      | 1,045 (Scenario 1) 1087 (Scenario 2) |

**Site Location and Context**

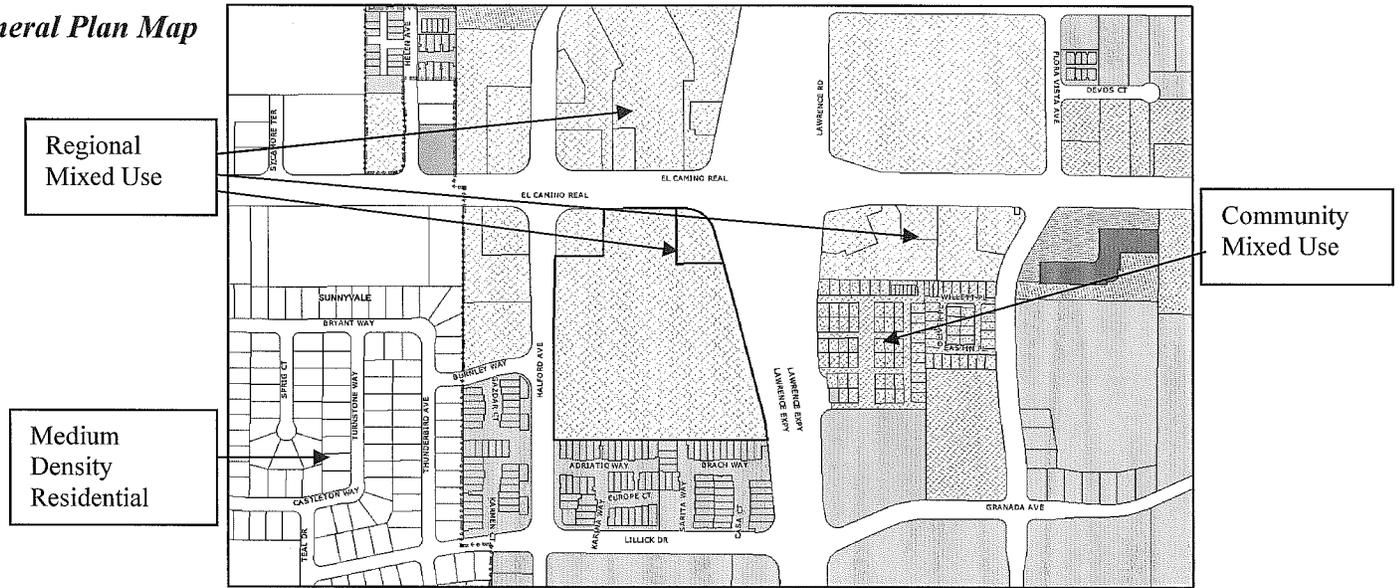
**Surrounding Land Uses:** The site is bordered by El Camino Real to the north, Lawrence Expressway to the east, Halford Avenue to the west and residential uses to the south. Residential land uses surround the project site to the southwest beyond Halford Avenue and to the southeast beyond the Lawrence Expressway. Other land uses in the area to the north of El Camino Real consist of commercial land uses, including retail, restaurants, and medical offices. Calabazas Creek is located approximately 0.75 of a mile east and south-east of the project site.

The 12.6-acre project site is currently developed with a large commercial shopping center and associated parking area. The largest commercial building (occupied by Kohl’s department store) is located on the southwest corner of the site, with several smaller retail spaces adjoining the Kohl’s building to its east. The smaller retail spaces are currently occupied by a grocery market and restaurant. Taco Bell is located on the northeast corner of the project site and Chevron is located on the northwest corner of the project site. The gas station is not a part of the proposed project site and would remain in place; however, access to and from the gas station may be modified in order to better accommodate future internal circulation patterns on the project site.

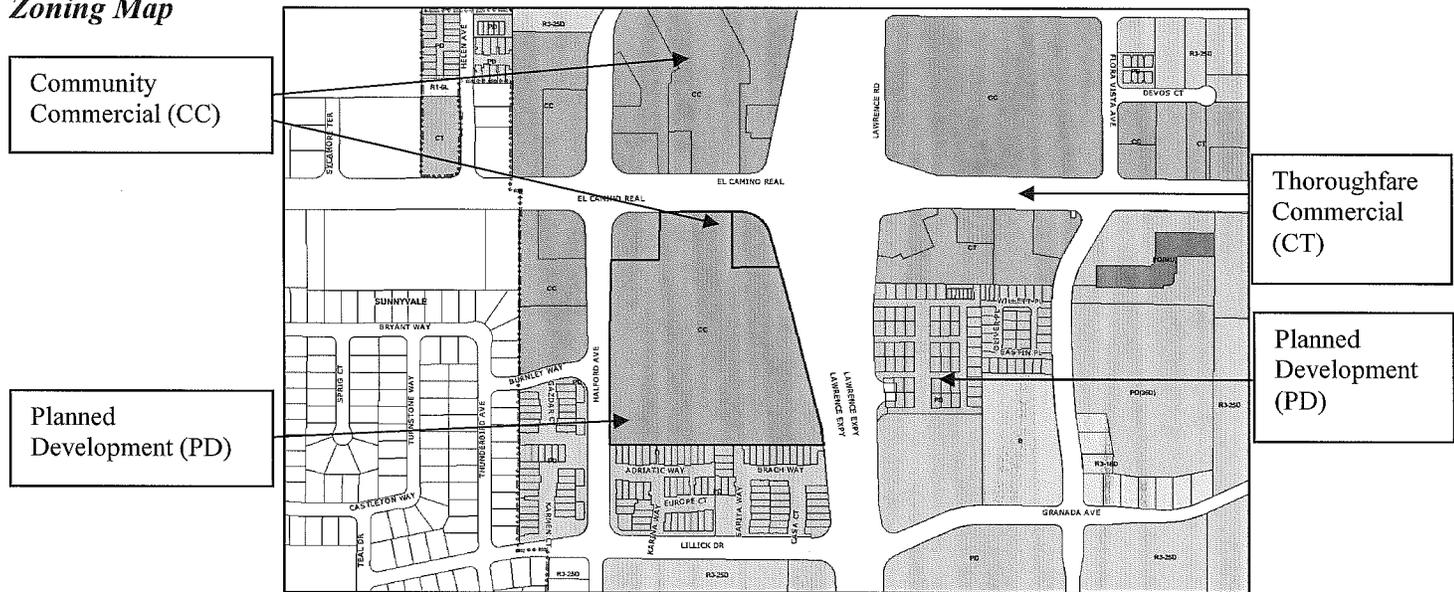


*Existing Land Use Map*

**General Plan Map**



**Zoning Map**



**Background**

The project site was historically used for agricultural uses with orchards planted across the site through 1956. The site was developed in 1975 with the existing shopping center on the site, and has since remained unchanged.

In 2003, an application was submitted to Rezone the subject site from Community Commercial (CC) to Planned Development (PD) to construct a mixed use development of up to 490 residential condominium units, up to 12,300 square feet of office space, and up to 171,000 square feet of retail, with a Tentative Subdivision Map to create five lots, and Variance for reduction in parking from 1,876 to 1,762. The

proposal included a total of seven buildings including the existing Kohl’s building. The project height varied from approximately 93 feet to 40 feet and from two to nine stories. During the development review process for this proposal, community members raised several concerns which included, proposed density, height and scale, parking inadequate and proposed variance for parking reduction, project traffic resulting from the project, inadequacy open space, proposed phasing of the project, dust and noise concerns during construction, and impacts on privacy. The applicant did not complete the development review process and did not receive entitlements.

The current proposal is designed to address concerns that were raised by the community during the review of the previous application. The new project is substantially altered from the previous proposal submitted in 2003 to reflect the concerns raised by the community. The developer has incorporated the following features in the project to address community input:

- Reduce the height of the proposed buildings to four and five stories a maximum height of 66 feet compared to nine stories and over 90 feet,
- Locate taller building towards the center of the site away from adjoining residences; the tallest portions of the residential structures are setback 230 feet from the adjoining residential developments,
- Provide generous setback on the southern side to mitigate privacy impacts, with the ground floor located 40 feet away from the property line,
- Provide sufficient onsite parking; parking has been maximized and reflects amenities for pedestrians, bicycles, connections to transit and reduced vehicle trips by implementing a TDM program,
- Provide generous open space-space to serve the future residents of the project and patrons visiting the retail area,
- Changes to driveway locations and numbers to direct vehicle trips to and from the site to El Camino and away from the existing neighboring residential areas, and
- Revise the on-site circulation to redirect and discourage vehicle traffic traveling through the residential neighborhoods in the vicinity of the project.

Following is a comparative chart outlining project attributes for both versions of the proposed project:

|                                | <b>Prior Plan</b> | <b>Essex Plan A</b> | <b>% Reduction<br/>Plan A</b> | <b>Essex Plan B</b> | <b>% Reduction<br/>Plan B</b> |
|--------------------------------|-------------------|---------------------|-------------------------------|---------------------|-------------------------------|
| <b>Building Height (Max)</b>   | 90+ ft            | 60 ft               | 33%                           | 60 ft               | 33%                           |
| <b>Number of Stories (Max)</b> | 9                 | 5                   | 44%                           | 5                   | 44%                           |
| <b>Total Net Rentable SqFt</b> | 719,900           | 504,854             | 30%                           | 505,458             | 30%                           |
| <b>Residential</b>             | 536,600           | 418,358             | 22%                           | 418,358             | 22%                           |
| <b>Retail</b>                  | 183,300           | 86,500              | 52.81%                        | 87,100              | 52.48%                        |
| <b>Site Coverage Ratio</b>     | 0.6               | 0.47                | 22%                           | 0.44                | 27%                           |

### **Project Analysis**

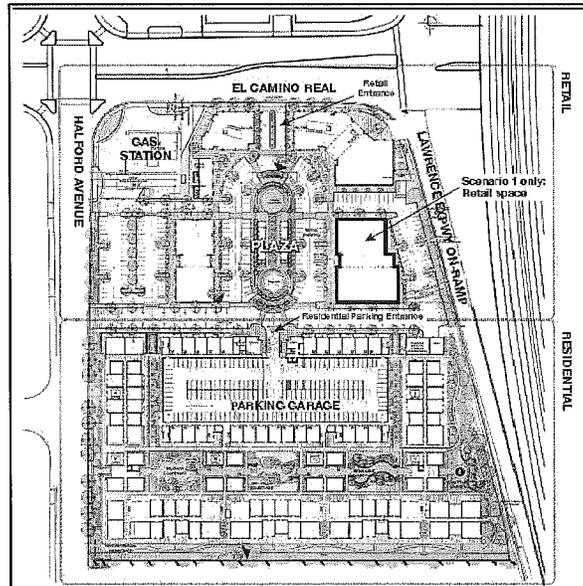
***Project Description:*** The project proposes construction of retail buildings to the north and residential buildings to the south of a 12.6 acre project site. The project also includes a one acre public plaza in the center of retail area for use by the general public as a signature feature for this development, and three landscaped courtyards in the residential section for use by the residents of the apartments proposed on site. In response to City staff's request to accommodate a large retailer, the applicant's proposal includes two site plans to maximize potential retail options: Scenario 1 and Scenario 2. The difference between the two scenarios is the configuration of retail buildings, and parking for retail development on site. The residential component remains the same under both scenarios. Scenario 2 would allow a major anchor retailer; such as Kohl's, to occupy a larger part of the retail development.

***Retail:*** The project proposes to accommodate a total of approximately 86,000 square-feet of retail space. The retail component of the project is located fronting El Camino Real under both scenarios. One- to two-story buildings are proposed to be constructed in the northeast and northwest quadrant of the site and four retail kiosks would be constructed within the one-acre central plaza. Retail buildings that face El Camino Real and Lawrence Expressway are two stories in height. The retail development is generally proposed to be an average height of approximately 38 feet. The highest element of the retail development (47 feet) marks the corner at the intersection of El Camino Real and Lawrence Expressway under both scenarios. A major feature of the retail development includes rectangular box element form of the building which serves as a "cornerstone" or gateway feature and backdrop for primary signage for the center.

***Central Plaza:*** The retail space is proposed to be located around a one acre central plaza. The central plaza is intended to serve as a gathering space and will include a performance area surrounded by stepped seating, trellises, potted plants, water features, decorative paving, kiosk-style cafes, outdoor dining areas, and a tensile structure covered children's play area in a landscaped setting. The central plaza is designed to incorporate a total of approximately 1,984 square-feet of retail space in four kiosks, approximately 496 square feet each with gathering and eating spaces woven between the cafes making this area a hub of activity.

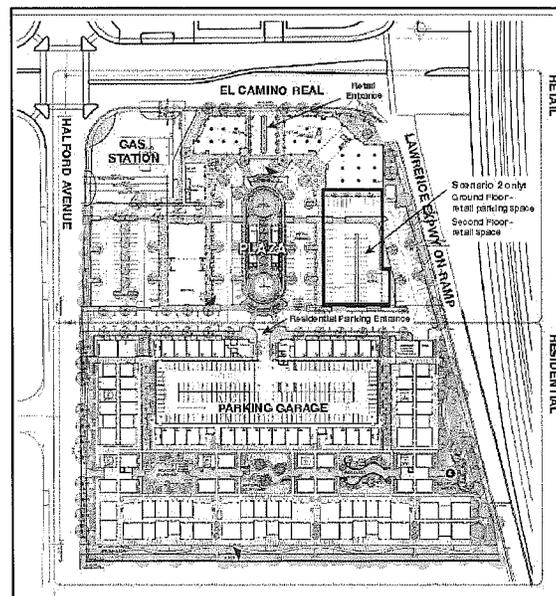
***Residential:*** The residential portion of the proposal is designed to include one and two-bedroom apartment units, as well as two-bedroom lofts for a total of 476 units. Of these, 290 (61 percent) are one bedroom units, and the remaining 186 (39 percent) are two bedroom units. Residential uses are placed on the southern portion of the project site; with four-story residential buildings located approximately 40 feet away from the southern property line. These buildings are proposed around three interior landscaped courtyards along the southern boundary of the project site. Additionally, four-story residential buildings would be constructed along the property boundaries facing Halford Avenue, and Lawrence Expressway. Six-story residential buildings are located towards the center of the project site and are proposed to wrap around a six-story parking structure/garage. A grand amenity space on the roof of the garage includes a large pool/spa area, cyber lounge, club house, and fitness center and bocce ball court. The garage for the residents would provide up to 795 parking spaces. Some of these parking spaces would be designated for retail use under the two proposed retail scenarios.

The site plans for both development scenarios are shown and described below:



*Scenario 1*

*Scenario 1-No Major Anchor Option:* As shown in the diagram above, Scenario 1 proposes a total of approximately 86,000 square-feet of retail space that is divided into one and two story buildings located in the northeast and northwest quadrant of the site and four retail kiosks to be constructed within the central plaza. Retail buildings that face El Camino Real and Lawrence Expressway are two stories in height. The highest element of the retail development (47 feet) marks the corner at the intersection of El Camino Real and Lawrence Expressway under both scenarios.



*Scenario 2*

*Scenario 2-Major Anchor Option:* Scenario 2 proposes approximately 87,100 square feet of retail. Compared to the Scenario 1, this scenario proposes to locate a major anchor retail at the northeastern corner of the project site and adjacent to the Lawrence Expressway ramp. The proposal includes provision of up to 50 parking stall on the ground floor and approximately 41,728 square foot retail space on the second floor. This scenario anticipates a major anchor such as Kohl's to occupy the second floor of the retail building facing Lawrence Expressway.

In both scenarios, the retail tenant spaces range from approximately 1,500 sq.ft. to 8,000 sq.ft. The retail spaces are designed to be flexible to be able to respond to market demands. The applicant projects approximately ten to 20 different retail tenants occupying the project. The retail component in both scenarios is designed with an architectural style that is consistent with the residential component of the project. A detailed discussion on the different parking configuration for the project is provided in the parking and circulation section of this report.

***Project Benefits:*** Some of the project related benefits include:

- Increase in diversity of existing retail opportunity along a major transit thoroughfare. The proposed retail is designed to provide an enhanced outdoor shopping experience through shops and restaurants that is connected through wide sidewalks, accent landscaping features, outdoor dining opportunities, kiosks, children play areas, and outdoor entertaining/performance theater;
- Redevelop an underutilized site with a high quality project with enhanced streetscape and landscaping, and sufficient onsite parking;
- Enhanced pedestrian access within the project site, adjacent neighborhood, and transit facilities as the project is conditioned to provide ADA compliant curb ramp and sidewalks from the corner of El Camino Real and Halford Avenue and from Lawrence Expressway on-ramp sidewalk and bus stop;
- Contribute funds to conduct a neighborhood wide traffic analysis after project occupancy to arrive at potential traffic calming solutions;
- Provide fair share contribution toward the proposed intersection upgrade at El Camino Real and Helen Avenue, and
- A project condition of approval requires eliminating the left turn on Halford Avenue as a potential traffic calming solution to be studied after the project is occupied.

***Environmental Determination:*** The Environmental Consultant, Circlepoint, prepared an Environmental Impact Report for this project. The 45-day review period on the Draft EIR began on June 11, 2014 and ended on July 28, 2014, in accordance with California Environmental Quality Act (CEQA) requirements. A Mitigation Monitoring and Reporting Program were prepared and are attached with this report. A Final Environmental Impact Report (FEIR) was subsequently prepared and was circulated for a 10-day review period on November 26, 2014 and ending on December 8, 2014, in accordance with CEQA and includes all responses to comments received. Copies of the DEIR, FEIR are available in the Planning Division office during normal business hours.

The DEIR found that the proposed project could have a number of significant environmental impacts, but most identified mitigation measures reduce the majority of these impacts to a less than significant level. With the exception of three project level and cumulative significant impacts on traffic, all of the significant and potential significant impacts of the proposed project would be reduced to less than significant level with the

incorporation of mitigation measures. The project level significant unavoidable impacts include the following:

- The intersection El Camino Real and Halford Avenue – based on field observation, it has been determined that the intersection at El Camino Real and Halford Avenue operates at unacceptable level (LOS E/F) during the evening peak hour. Poor operations of this intersection are primarily caused by the number of pedestrian calls to cross El Camino Real, which reduces the amount of “green time” available to serve vehicles traveling on El Camino Real. No physical improvements at this intersection are feasible due to lack of existing right-of-way or consistent with the planned bus rapid transit service and access to nearby transit stops. Moreover, the green light allocated to the north/south Halford Avenue approaches is most often governed by pedestrian crossings and vehicle capacity enhancements for north/south movements would not improve the overall intersection level of service. Widening of El Camino Real would create secondary impacts such as lengthening of crosswalks, and modification of signal phasing that could increase the crossing time for pedestrians and bicyclists. Given the above constraints, no feasible mitigation is available to reduce the impact to a less than significant level.
- The intersection El Camino Real and Helen Avenue – the impact at this intersection is primarily caused by future residential development projects on Helen Avenue that would increase traffic turning to and from Helen Avenue from El Camino Real. Signalizing of this intersection is a preferred improvement to mitigate both the AM and PM peak hours under background plus project conditions. The City of Sunnyvale and Caltrans have agreed to implement a High Intensity Activated Crosswalk project at this intersection as a partial mitigation. The City of Sunnyvale and Caltrans would regularly monitor the intersection to justify the need for a signal at this intersection. The project is conditioned to contribute a fair share to the enhance crosswalk improvement project (High Intensity Activated Crosswalk) that Caltrans and the City of Sunnyvale are implementing as a measure to improve safety.
- In response to neighborhood concerns, the project is conditioned to undertake a traffic analysis within the six months after residential occupancy and one year after full project occupancy of the site. The analysis would assess potential traffic calming measures and or operational changes needed to improve circulation issue that may arise after occupancy. The traffic study will include monitoring of the intersection of El Camino Real and Helen Avenue in coordination with the City of Sunnyvale and Caltrans to evaluate the need for signalization of that intersection. The traffic study would also consider the elimination of the left hand turn from the project site on to Halford Avenue in an effort to mitigate potential traffic spillover into the adjacent residential neighborhoods.

The project will cause significant and unavoidable cumulative level impact at the following intersections:

- El Camino Real/Helen Avenue where a level of service for AM and PM peak hours is F,
- El Camino Real/Halford Avenue where level of service for PM peak hour is F, and
- Lawrence Expressway/Homestead Road where level of service for AM and PM peak hours is F.

In considering a project, CEQA requires decision-makers to balance economic, legal, social and technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has significant unavoidable environmental impacts, decision-makers must make findings, supported by substantial evidence, that the specific economic, legal, social, technological or other benefits of a proposed project outweigh the

unavoidable environmental effects. CEQA also requires that an EIR identify alternatives to the project as proposed and that these alternatives feasibly attain most of the basic project's objectives while avoiding or substantially lessening any of the significant effects of the project. A more detailed discussion of the project alternatives is provided in the EIR.

***Neighborhood Compatibility:*** The proposed mixed-use development is consistent with the existing land uses in the surrounding area. The project provides both retail and residential uses to a predominately retail corridor. The additional retail will complement the existing commercial development on El Camino Real. With the integration of the residential component on the southerly half of the project site, the project provides a transition from low, medium, to high density residential in the surrounding neighborhood. The residential component of the project is designed with a promenade walkway located on the southern and eastern side of the building to provide appropriate setbacks from adjacent land uses for visual, privacy and sound separation. The residential building is setback a minimum of 40 feet from the first, second, third, and fourth floor along the southern property line. The fifth and sixth floor is setback approximately 230 feet from the southern property line. The project proposes to incorporate landscaping within the public right-of-way, within building setbacks and along property lines to enhance the streetscape and create a buffer between adjacent uses and to enhance the visual appearance of the new destination center. The project is designed to screen parking and loading areas away from adjacent land uses as well as provide sufficient on-site vehicle and bicycle parking to meet demand. A formalized and enhanced marked crosswalk across on Halford Avenue at Burnley Way provides for convenient and safe pedestrian access to adjacent residential neighborhood and schools. Existing trees, additional mature tree plantings, and a fence will also obscure views from the building to the existing residential areas.

***General Plan and Zoning Conformance:*** The proposed project is consistent with the existing land use designation for the project site, Regional Mixed Use, and is currently zoned Community Commercial. The Community Commercial zoning designation allows commercial development only. Therefore, the applicant is seeking a zone change to Planned Development (PD) to implement the General Plan land use designation to include residential units, and for flexibility of the development standards in building height, setbacks, lot coverage, parking, and landscaping requirements. With the proposed rezoning the project will be consistent with all applicable City land use regulations. Approval of the PD zoning would not result in an incompatible land use or a built environment on-site that would preclude the continued operation of the surrounding land uses.

The existing General Plan land use designation is Regional Mixed Use and the project site is located in the El Camino Real Focus Area. The project is consistent with the Regional Mixed Use classification in that it would deliver a combination of region serving commercial and high density residential uses along major transportation corridor and nearby transit facilities. This land use designation and the proposed project is also consistent with the City's redevelopment efforts to utilize existing sites by converting lower intensity uses to higher intensity uses. Intensification of land uses that permit more efficient use of land and add new housing units are encouraged under the General Plan. The General Plan sets focus on maximizing opportunities for mixed-uses and future transit, without impacting the City's existing character. The project will have a Floor Ratio Area (FAR) of approximately 0.15 for commercial space, in conjunction with the 38 dwelling units per acre, where 37-50 units per acre is intended for this land use designation. The project was specifically developed at the lower end of the density range allowed under the General Plan in response to community input. The proposal meets the density prescribed by the General Plan land use designation for the project site.

The proposal is also consistent with the following El Camino Real Focus Area Policies of the General Plan:

- Policy 5.4.1-P1 requires that the mix of uses is consistent with the Regional Mixed Use land use classification and that development is pedestrian-oriented, with enhanced streetscapes, publicly accessible open space and plazas, and connections to surrounding neighborhoods. The proposed project fulfills this policy with the mix of residential and retail uses, in conjunction with the provision of street improvements, central plaza, and multiple access points from major and local streets.
- Policy 5.4.1-P10 encourages the retention of on-street parking, particularly adjacent to Community Mixed Use designated properties, which this project supports as the proposal retains all the existing on-street parking.

The proposal is consistent with the following Transition goals and policies:

- Policy 5.5.2-P5: Require that new development provide an appropriate transition to surrounding neighborhoods. The proposed project will integrate retail uses along a major retail corridor and high density residential to the surrounding medium density residential neighborhoods to the south and east of the development site.

The proposal is consistent with the following Mixed Use Land Use Goals and Policies of the General Plan:

- 5.3.4-P1: Transform underutilized commercial centers into new mixed-use destinations, consistent with applicable land use classifications. The project would replace the existing “strip-mall” retail area, with a modern style mixed-use development that offers pedestrian-oriented destination retail and 476 new residential housing units.
- 5.3.4-P4 Require mixed-use development to meet the density and intensity specified in the land use classifications. As mentioned above, the proposed development meets the FAR and density intended for the land use classification, but utilizes the lower end of the density range to address neighborhood concerns.
- 5.3.4-P6: Locate a neighborhood square or plaza within large mixed-use developments. The proposed development features a one acre green space plaza as a signature feature for this new community and as a neighborhood gathering place. New and current residents in this area will enjoy food and retail services within walking distance of their homes and could result in reduced vehicle trips to this area by providing high quality retail and dining within an existing residential area.
- 5.3.4-P11: Foster active, pedestrian-oriented uses at the ground level, such as retail shops, offices, restaurants with outdoor seating, public plazas or residential units with front stoops, in mixed-use development. The central plaza provides an open space with ample pedestrian access point from local and major streets to all parts of the 12 acre site. Crosswalks improvements, landscape frontage, wide walkways in front of the retail, outdoor furniture and seating foster an active and pedestrian friendly environment in the mixed use development.

The proposal is consistent with the Grand Boulevard Initiative, in that:

- The project proposes mixed-use development with commercial/retail and apartments access to a transit corridor providing pedestrian amenities such as the boulevard sidewalk along the El Camino frontage, pedestrian scale lighting and landscaping, usable open public space with modern architectural inspiration, with a residential density of 38 dwelling units to an acre;
- The proposal aligns retail/commercial uses along El Camino Real reinforcing the urban street edge with building entrances, signage, and outdoor dining to activate the streetscape with parking tucked behind the building, and hidden from the public view to the extent possible;

- The project provides on-site tenant amenities such as a swimming pool, gymnasium, and club house;
- The proposal provides a variety of landscaping integrated as part of the project and shade trees along El Camino Real and as a buffer to the adjacent residential uses to the south; and,
- The proposal included enhanced streetscape, pedestrian amenities and onsite bicycle parking provisions that encourages multiple modes of transportation. Moreover, the project is conditioned to implement a Transportation Demand Management program to reduce the vehicle miles traveled by ten percent.

***Circulation and Parking:*** Access to the new development on the site is through two main driveways on eastbound El Camino Real, and two driveways on northbound Halford Avenue. One of the driveways from El Camino Real, and one from Halford Avenue generally transect the project site in a north-south and east-west direction. No direct access to the project site is provided from the Lawrence Expressway onramp from the residential development neighboring the project area to the south. The project site is served by the Valley Transportation Authority (VTA) local, express, and rapid transit routes. There are three bus stops that serve the site, two of which are located on El Camino Real between Halford Avenue and Lawrence Expressway. One is located on the north side of the street for westbound travel. A second is located on the south side of the street for eastbound travel. The third stop is on the on-ramp from El Camino Real to southbound Lawrence Expressway. All VTA stations are connected to the project site via sidewalks. The project site is also located in the future El Camino Real Bus Rapid Transit (BRT) project area. The BRT project anticipates providing frequent and fast transit alternative to the El Camino Real automotive corridor, which adds to the alternate mode of transportation options available to the future users of the project.

The project design accommodates both pedestrian and vehicular circulation. Vehicular circulation would occur around the central, public amenity plaza and on the two driveways from Halford Avenue that provides access to the surface parking areas fronting Halford Avenue and Lawrence Expressway. Pedestrian pathways would front the retail buildings. Crosswalks would provide access to the central plaza, and the residential community. Vehicular circulation in the residential community would consist of and be limited to an entry into the parking structure. A pedestrian entry to the residential community would be provided from Halford Avenue. Pedestrian pathways would provide for circulation within the community. Emergency access to the site is in the area between the development and property boundary to the west.

Section 18.22.140(j) of Santa Clara City Code requires one space for each studio, one and one-half space for each one bedroom, and two spaces for each two-plus bedroom units. For retail stores the Code requires one space for each two hundred square feet of gross floor area. Based on these requirements; the Project requires 430 parking spaces to service the proposed retail and 807 (435 spaces for one bedroom units and 372 for two bedroom units) parking spaces to service the residential units.

For Scenario 1, the project proposes a total of 795 parking spaces in the garage area out of which 721 spaces are dedicated for residential use and 74 as retail parking. The project provides an additional 250 surface parking spaces surrounding the retail buildings. Under this scenario, the applicant is requesting a Zoning Administrator Modification to reduce the one-bedroom unit parking requirement by 20 percent and 25 percent reduction in retail parking. For Scenario 2, the project proposes to locate 760 residential spaces and 35 retail spaces for a total of 795 spaces in the garage. This scenario proposes 292 surface parking spaces for retail use surrounding the of retail buildings. Under this scenario, the project is proposing a Zoning Administrator Modification 20 percent reduction in the one-bedroom unit parking requirement and 25

percent reduction in retail parking. In both scenarios the project proposes to allow guests to use the available retail spaces in the garage and in the surface parking lot.

Under both development scenarios, the residential parking is located behind a gate. The applicant proposed to assign 50 percent of the residential parking spaces to specific units, and keep the remaining 50 percent of parking spaces unassigned, but only available to the residential tenants. The project is conditioned to monitor parking following six months and one year of the project occupancy in an effort to regulate parking intrusion in the adjoining residential neighborhoods as part of the traffic analysis.

The project is conditioned to prepare and implement a Transportation Demand Management (TDM) program that would reduce the vehicle miles travelled associated with the project by ten percent. The condition also requires the project operator to prepare an annual report demonstrating the performance of the TDM measures in achieving the required VMT reductions. Staff finds that the project's proximity to transit facilities coupled with the provision of bicycle parking infrastructure and TDM programs provides opportunities to the residents, visitors, and employees occupying this project to use alternative modes of transportation. Based on this, staff supports the proposed reduction in on-site parking for both scenarios.

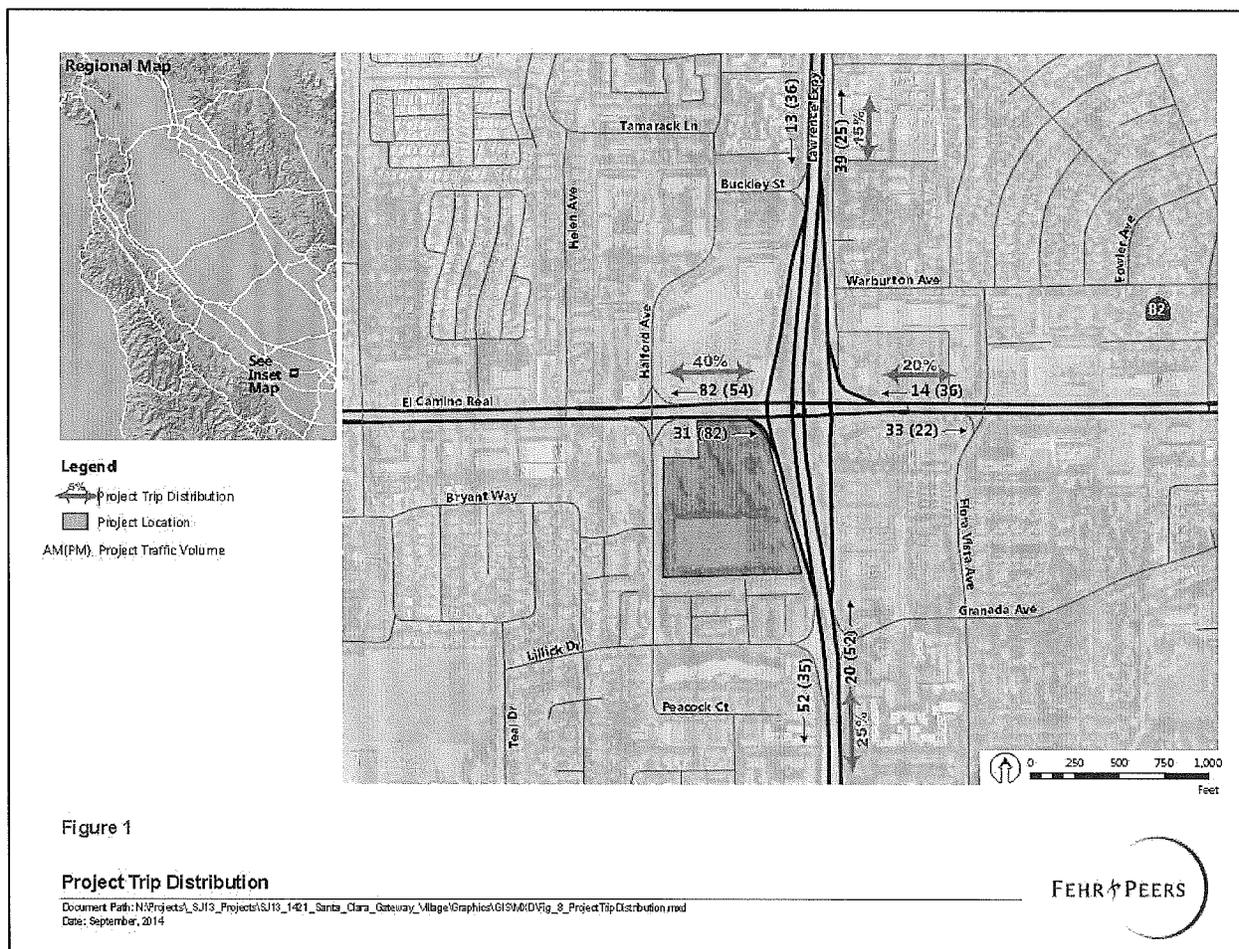
***Project Traffic Estimate:*** Project-generated trips were estimated using vehicle trip rates published by the Institute of Transportation Engineers (ITE), and local trip generation surveys for existing conditions. To capture local trip making characteristics of the existing retail, Kohl's department store, and fast-food restaurant land uses, local trip surveys were conducted at the retail driveways and on-site drive aisles during the weekday AM and PM peak periods. The proposed project is estimated to generate 2,420 net new daily vehicle trips, 284 net new AM peak hour trips (78 inbound trips and 206 outbound trips) and 342 net new PM peak hour trips (206 inbound trips and 136 outbound trips) when considering the trip generation of existing site uses.

Trip distribution is defined as the directions of approach and departure that vehicles would use to arrive at and depart from the site. The trip distribution pattern was estimated based on the locations of complementary land uses, existing travel patterns, and the proposed site access locations. The general directions of approach and departure assumed for this study are illustrated on Figure 1.

The project trips were assigned to the roadway system based on the directions of approach and departure discussed above based on the locations of complementary land uses, existing travel patterns, and the proposed site access locations. Figure 1 shows the net new project trips assigned to the major streets near the project site.

***Neighborhood Streets:*** The proposed project would contribute fewer than ten vehicles to any one local street segment during the AM or PM peak hours. To provide additional context, assuming an even flow of approximately eight additional project vehicle trips during the morning peak hour, an average of one additional vehicle will travel on Lillick Drive every seven to eight minutes. During the course of an hour, this level of traffic does affect the capacity of the roadway or meet the TIRE thresholds used by the City of Santa Clara. The proposed development is located directly adjacent to a residential community. The project does not have a Traffic Infusion on Residential Environment (TIRE) impact on any of the local residential street segments. Traffic calming measures could be used to minimize the amount of traffic generated by the project using streets in the adjacent residential neighborhood. These measures would focus on speed

management and modified access at Lawrence Expressway. As part of the conditions of approval (CoA P30) the applicant will conduct a traffic and parking analysis within the six months after residential occupancy and a one year follow-up after full project occupancy of the site, to assess potential traffic calming measures.



**Potential BRT project:**

The Valley Transportation Authority (VTA) is currently in the planning stages of the El Camino Real Bus Rapid Transit (BRT) Project. The Project is a potential transit improvement along El Camino Real that could be developed in the future and pass by the proposed project. Although the VTA will not reach a final decision on whether to proceed with the project until early 2015, VTA indicated that BRT project would upgrade the 522 Rapid Bus Route on El Camino Real to Bus Rapid Transit status. Transit improvements could include conversion of two lanes of El Camino Real (one lane in each direction, adjacent to the median) into dedicated BRT lanes that would use median stations or to install curb bulbout stations at BRT stops, in which case, the BRT vehicle would operate in the right lane, with auto traffic. Existing 522 stations would be upgraded to more substantial rail-like stations that feature weather protection, real-time next bus information and Clipper card tap stations.

**Architecture:** Retail areas will include “rusticated” styles and natural concrete color finishes that are consistent with the surrounding area. The proposed project would provide pedestrian-oriented retail and

community space with stores, benches, cafes, kiosks and a central plaza area. The residential area will have similar design styles of the retail space to complement the overall aesthetic appeal of the project site. Some of the materials proposed include cement plaster, perforated metal screens, painted metal, and vinyl framed residential windows and sliding doors. The proposed design is complimentary to the existing multitenant retail shopping centers in vicinity of the project, but does introduce some new elements that would bring a visual interest to the streetscape. Please refer to attachment 12 for more details.

***Vesting Tentative Subdivision Map:*** The proposal includes a Vesting Tentative Subdivision Map to subdivide the development site into one commercial lot and one residential lot. The residential lot is proposed to be further subdivided into 476 condominium units, one residential parking garage condominium unit, and one commercial parking garage condominium unit. Per SCCC Section 17.05.300(g) the Planning Commission will need to make a recommendation to the City Council on the Vesting Tentative Subdivision Map. While the subdivision could allow for the sale of the residential units, the proposal is for rental apartments only. A condition of approval requires the provision of affordable housing if the rental apartments are ever converted to for sale housing units.

***Landscaping:*** The project proposes a lush and intricately designed landscape concept that includes a central plaza area or green space area, peripheral shade trees to enhance pedestrian experience, three uniquely designed courtyards in between residential buildings, and promenade area adjacent to the southern property line. The central retail plaza area is designed to provide a safe outdoor environment that supports outdoor entertainment and dining activities. The plaza is designed with accent lighting, decorative payment, and appropriate landscaping. The project is proposing to provide approximately 384, 24 inch box size trees of a variety of species depending on their function and location. The project perimeter is lined with shade trees along the sidewalk to provide an enhanced pedestrian experience and shaded pathways. The project proposed to have three different types of courtyard between residential towers to provide a visually enhancing experience to its future residents. The courtyards are designed in meadow, dry creek, and woodland theme with landscaping concepts to match. Lastly, the project proposes the pedestrian promenade along the southern property line to create a tree lined buffer between the proposed project and existing development along the southern edge. The promenade also provides additional outdoor recreational space to the future residents of the project.

***Stormwater (C3) Requirements:*** The project is required to comply with the Municipal Regional Stormwater Permit issued by the Regional Water Quality Control Board. The project is proposing to use Low Impact Development based treatments including bioretention areas, source control measures, and site design measures.

### **Public Contact**

***Public Notices and Comments:*** On November 26, 2014, notice of public hearing of this item was posted within 500 feet of the project site and mailed to property owners within 500 feet of the project site. A Notice of Hearing for the proposed project was published in the Santa Clara Weekly on October 29, 2014. Correspondences received on this item prior to November 5, 2014 are included in this staff report.

***Public Outreach Meetings:*** The applicant conducted neighborhood-wide outreach meetings on April 22, 2013, May 6, 2013, and August 27, 2014, during which the project was presented. Some of the concerns raised by the community included:

- Lack of sufficient parking to support the proposed uses,
- Location of entrances and exiting from the project site,
- Increased cut-through traffic in the residential neighborhood adjacent to the project site,
- Impacts on neighborhood schools, and
- Concerns regarding current dilapidated condition, lack of maintenance, and landscaping on site.

In response to the neighborhood's concerns, the applicant has agreed to:

- Conduct a traffic analysis within the six months after residential occupancy and a one year follow-up after full project occupancy of the site to assess potential traffic calming measures,
- As part of the traffic analysis, the project is conditioned to investigate the feasibility of prohibiting left turn on to Halford Street from the project site,
- On-site property management that will maintain the site long term and to the highest industry standards,
- Provide lush landscaping through the site as part of the project in perpetuity, and,
- Operational conditions of approval limiting deliveries including drive-by trucks between the hours of 7:00 a.m. to 10:00 p.m., installation of durable non-plastic outdoor seating furniture, and live entertaining for restaurant uses limited to: non-amplified entertainment with no more than two performers and amplified entertainment limited to ambient music only.

***School Capacity:*** At the public outreach meeting residents raised concerns about accommodating students generated from the proposed project and the lack of existing school's capacity. Staff discussed these concerns with Andrew Lucia and Michal Healy (development point of contact) and received the following information:

- The project will be required to pay the school impact Developer Fee,
- Currently the Laurelwood Elementary School is at or over capacity, Peterson Middle School is under capacity, and Wilcox High School is at or over capacity,
- The School District's planning efforts include preparation of a detailed SCUSD Draft Strategic Plan to be adopted in June 2015. This plan includes ideas such as renovating and reopening Central Park School site, reopening three other school site prior to year 2017, transferring students to neighboring under capacity schools, and potential construction of a new high school.

***City Council Study Session:*** On September 24, 2013, the project design was presented to City Council during Development Review Study Session. The City Council expressed support for the overall project and the chosen modern architectural design. The Council comments were also favorable for the mixed use concept and proposed density, the distribution of the land use, and site design of the proposal.

#### **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Approval of the project creates an opportunity to revitalize an outdated shopping center and provide increased shopping and employment opportunities along a key commercial corridor that is convenient and accessible to the community. The addition of 476 new residential housing units in Santa Clara will make a significant contribution to the City's fair share of housing needs for the region. The project would infuse significant investment in the property through site, building, and infrastructure improvements including new building construction that would elevate property values and increase General Fund sales tax revenues. Approval of this project provides an opportunity to locate higher density residential development in

proximity to retail services and planned transit services. The site is well suited for the mixed use project at the lowest density range allowed under the General Plan.

The retail center is oriented along the El Camino frontage and wraps around the Lawrence Expressway frontage which anchors the commercial space at this new development. In the center of the El Camino frontage, the main paseo style entrance intersects the retail and creates a distinct presence and strong visual landmark on the site. The project is located in an urbanized area served by existing municipal services. The residential component includes different sized units ranging from one-bedroom units to two-bedroom units, increasing the City's housing stock, while providing adequate choices of housing tenure, type and location. The project is designed in a manner that respects neighbors' privacy and provides sufficient on-site vehicular and bicycle parking. The development would visually enhance the aesthetics of the site and this portion of the El Camino which has been slow to redevelop or see significant reinvestment. The development is also compatible with new building under construction further west on the El Camino Real. The project's architectural style provides variation in design while complimenting the adjacent projects, thus providing a visually appealing streetscape. The project will create a key commercial destination within the City. The renovation of this important retail center and location is a critical catalyst for revitalizing the El Camino Real.

#### **RECOMMENDATION:**

That the Planning Commission adopt Resolutions:

1. Recommending that the City Council adopt the Environmental Impact Report (EIR) and adopt a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP) for the Gateway Village Development Project;
2. Recommending that the City Council approve the Rezone from CC (Community Commercial) to PD (Planned Development) to allow construction of 476 apartment units, up to 87,100 square feet of retail space, and associated parking, landscape, and site improvements, in conjunction with the demolition of the existing retail store and fast food restaurant; and
3. Recommending that the City Council approve the Vesting Tentative Subdivision Map to allow the development of one commercial lot and one residential lot; said residential lot to be further subdivided into 476 condominium units, one residential parking garage condominium unit and one commercial parking garage condominium unit.

#### ***Documents Related to this Report:***

- 1) ***Resolution EIR and MMRP***
- 2) ***Resolution Rezoning from CC to PD***
- 3) ***Resolution Vesting Tentative Subdivision Map***
- 4) ***Conditions of Approval***
- 5) ***Conditions of Approval of the Map***
- 6) ***Mitigation Monitoring and Reporting Program (MMRP)***
- 7) ***Draft Environmental Impact Report (previously distributed)***
- 8) ***Final Environmental Impact Report (previously distributed)***
- 9) ***Findings of Fact and Statement of Overriding Considerations***
- 10) ***Correspondence as of December 3, 2014***
- 11) ***Development Plans***
- 12) ***Vesting Tentative Subdivision Map***

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 San Jose, CA 95128  
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3700 EL CAMINO REAL, SANTA CLARA, CA 95051

# G W V

## GATEWAY VILLAGE

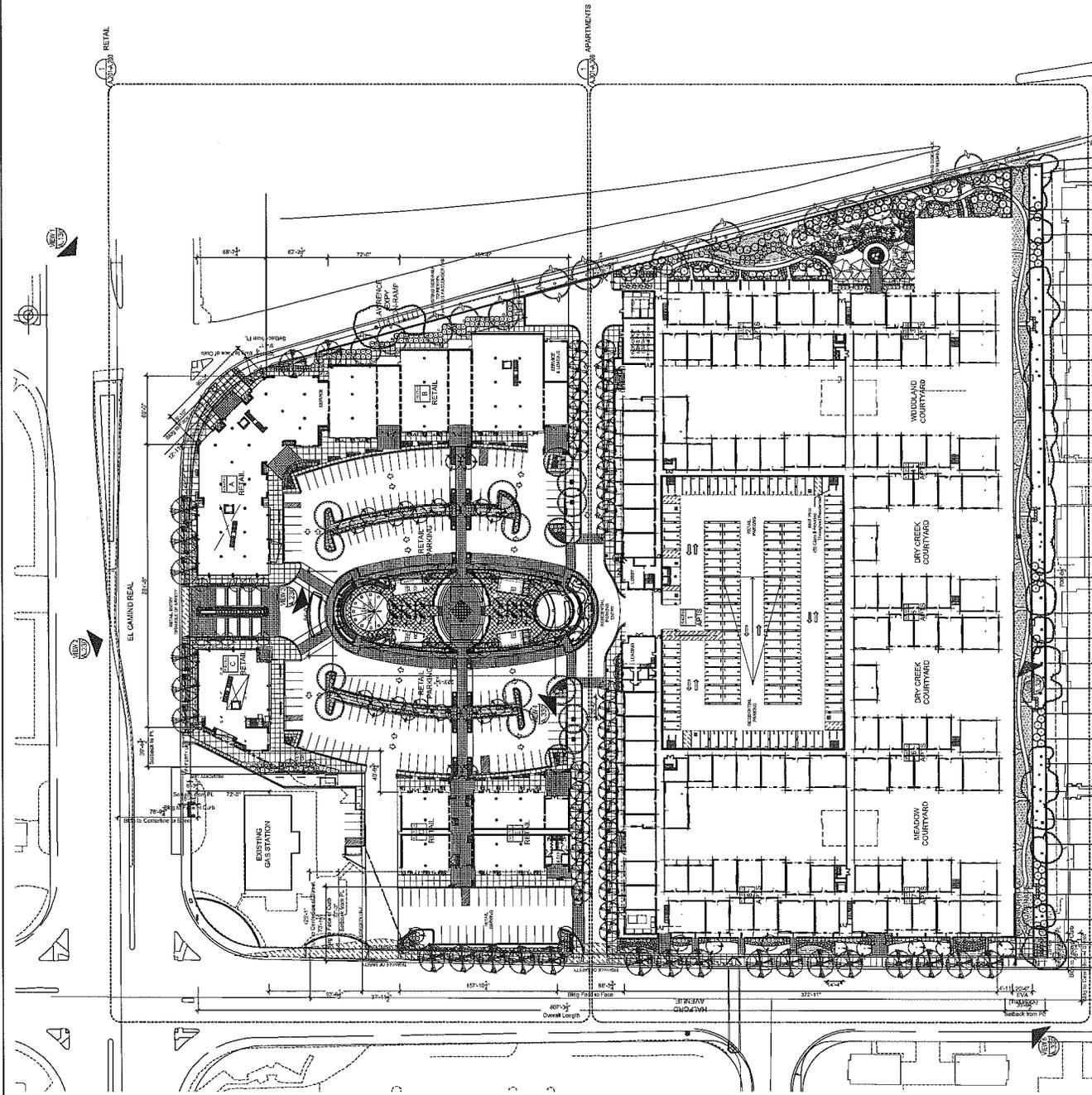
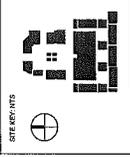
| DATE       | ISSUE                   |
|------------|-------------------------|
| 1 07/02/04 | PLANNING APPL. COMMENTS |
| 2 11/02/04 | REVISION                |
| 3 09/20/05 | REVISION                |

PLANNING APPLICATION SUBMITTED 10/24/2011

OVERALL SITE PROPOSED BY

**A.1.C**

NOT SHOWN FOR CONC.



1 OVERALL SITE PROPOSED SITE PLAN  
 1" = 40' - 0"

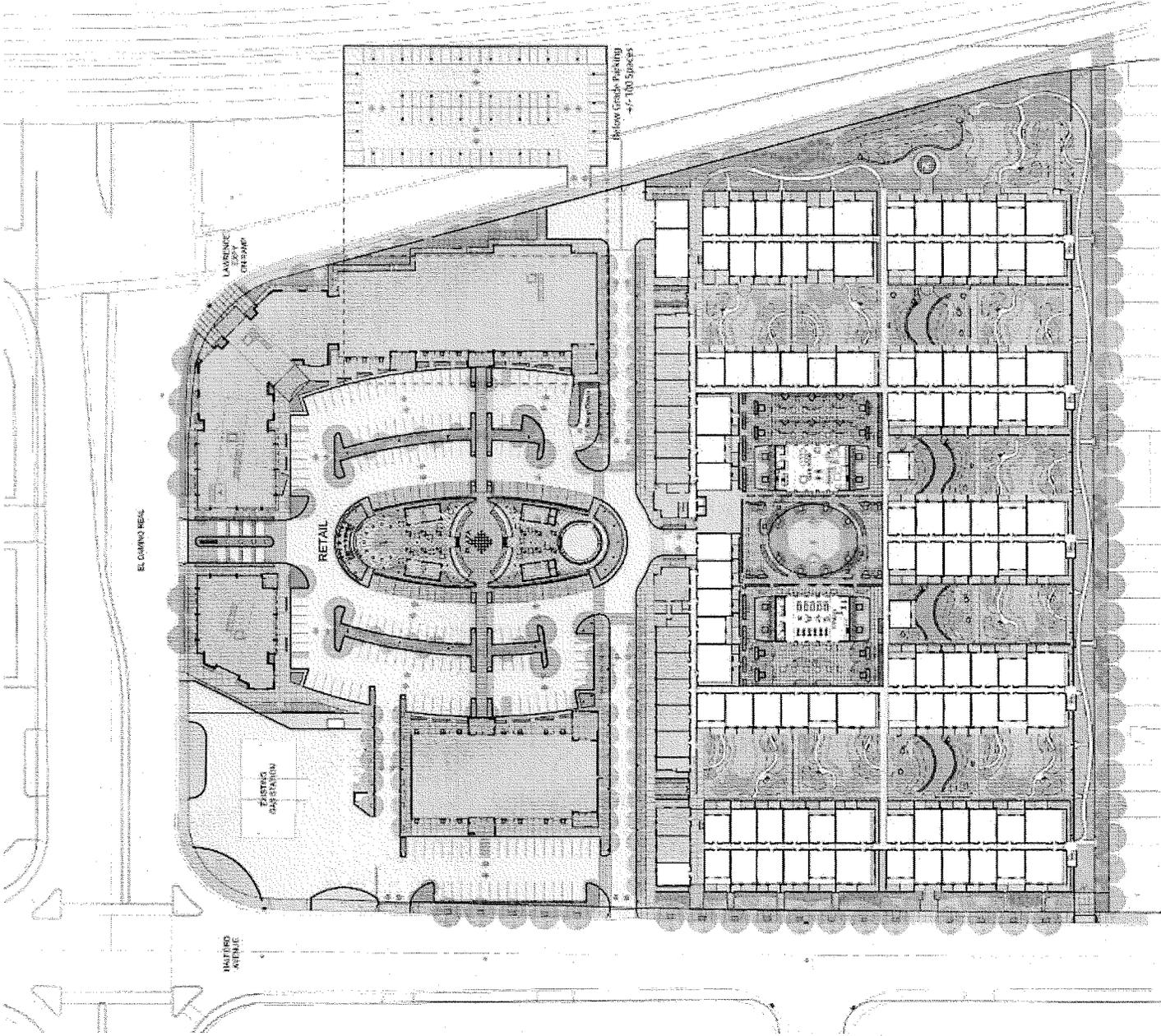


# PROPOSED SITE PLAN

**Program**  
Retail:  
Approximately  
108,000 GSF

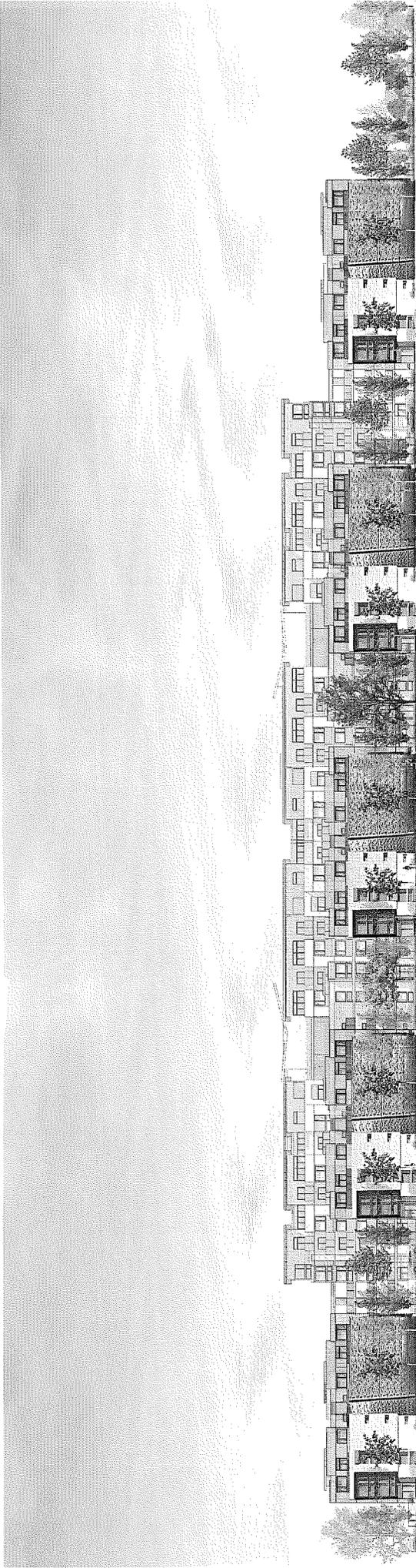
**Residential:**  
322 One-Bedrooms  
139 Two-Bedrooms

**Total: 461 Units**





Elevation along residential parking entry



Project South Elevation (along EVA lane)

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # SA



**Date:** May 5, 2015  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Award of Public Works Contract 2116A for Unit Price Bidding and Construction of the Serra-Brokaw Re-Conductoring Project

## EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), continues to perform capital improvements to meet current and anticipated electric demands. This project will improve the reliability and capacity of the South loop by reconductoring the section between Serra and Brokaw Substations.

On February 24, 2015, Council approved the plans and specifications and the advertising for Bid of the Public Works Project 2116A for Unit Price Bidding & Construction of the Serra-Brokaw Re-Conductoring project. Bids were received and opened at 3:00 PM on April 1, 2015. Two companies submitted bids. The Engineer's estimate for the work, and the bids received, are as follows:

|  |                       |
|--|-----------------------|
| <b>Engineers Estimate</b>                              | <b>\$2,240,000.00</b> |
| Michels Corporation, dba Michels Pipeline Construction | \$1,984,655.50        |
| Par Electrical Contractors, Inc.                       | \$2,186,585.00        |

Michels Corporation dba Michels Pipeline Construction was the apparent low bidder for the project. Their bid has been reviewed and determined to be the lowest responsive, responsible bidder. Their bid of \$1,984,655.50 is \$255,344.50 lower than the Engineer's Estimate of \$2,240,000.00 for the project. Staff recommends award of the Public Works Contract 2116A for the Construction of the Serra-Brokaw Re-Conductoring Project. Copies of the Bid Summary and the Michels Corporation dba Michels Pipeline Construction Bid Form is attached to this memo. The Notice of Award is also attached and ready to be issued to Michels Corporation dba Michels Pipeline Construction for this contract.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

Award of Public Works Contract 2116A will allow the City to facilitate the construction of the Serra-Brokaw Re-Conductoring Project.

## ECONOMIC/FISCAL IMPACT:

The cost of the proposed Public Works Contract 2116A, is based on the winning bid of \$1,984,655.50 plus an amount not to exceed \$198,465.55 for change orders (10% of the contract amount), for a total amount of \$2,183,121.05. Funding for this Project is available in the Electric Department Capital Project De La Cruz Junction Substation 60kV, account 591-1361-80300-2116-[A]00037-[F]36200.

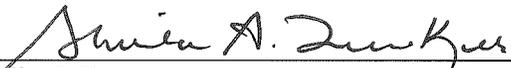
**RECOMMENDATION:**

That the Council:

1. Award Public Works Contract 2116A for Unit Price Bidding & Construction of the Serra-Brokaw Re-Conditioning Project to the lowest responsive and responsible bidder, Michels Corporation dba Michels Pipeline Construction, in an amount not to exceed \$1,984,655.50;
2. approve and authorize the City Manager to execute the contract documents on behalf of the City; and direct staff to issue the Notice of Award.
3. authorize the City Manager to approve and execute change orders up to a total aggregate amount of 10% of the contract amount, or \$198,465.55, for a total not to exceed amount of \$2,183,121.05.

  
\_\_\_\_\_  
John C. Roukema  
Director of Electric Utility

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

Certified as to Availability of Funds: OKLF  
591-1361-80300-2116      \$2,183,121.05

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

**MAJORITY VOTE OF COUNCIL**

*Documents Related to this Report: None*

05/12/15

9A



**Minutes**  
**Of the City of Santa Clara, California**  
**Cultural Commission**  
**for meeting held on Monday, April 6, 2015**

**Recommendations for Council Action:** Removal of Barbara Stahl from Commission for consecutive nonattendance/unexcused absence of more than three regularly scheduled Cultural Commission meetings since August 4, 2014 through April 6, 2015, per handbook guidelines.

**I. Call to order**

Called to order at 7:00 p.m.

**II. Roll call of commissioners:**

Present: Beavers, Fagundes, Forte, Lockwood, Neal, Ryan, Schuk

Absent: Stahl

Visitors: Molly Barber, George Doeltz, Esther Hernandez, Patty McNeal, Preston Metcalf, Jill Meyers, Dennis Mullen, Henrietta Silveira

**III. Approval of minutes: From Dec. 1, 2014. M/S/C**

**III. Public Presentations:** Henrietta Silveira, President of SES. Corp in Santa Clara. Silveira spoke of the various functions of this Portuguese heritage organization, including fundraising, civic interaction, education, and social events late May, mid-July, late September, and late October. No Portuguese heritage required to participate.  
A Sister Cities Association: See attached.

**IV. Correspondence: None**

**V. New Business**

**A Santa Clara Ballet M/S/C for payment:** Payment was approved unanimously by the Commission in the amount of \$12,555 for fiscal year 2014-15.

**B. Revised Request Guidelines:** The Commission members approved revision to the Cultural Commission/Request for Assistance/Application Procedure/ Guidelines, section entitled Eligible Organizations, Item 3 Educational, Promotion and Audience Development.

**C. Community organization presentations**

**1. Triton:** Jill Meyers reviews packet submitted. Three more Night at the Triton events 2015-6. Coffee with Curator doing well. This year is the golden anniversary of the Triton. Will run shows of past, present, future artists. Forty-five out of fifty years there have been events that are family oriented.

**2. Santa Clara Players:** George Doeltz reviews programs done this past year, and discusses upcoming events. Promotional materials passed around, not attached to packet.

**3. Santa Clara Ballet Company:** Dennis Mullen and Molly Barber: Would like to do a Spring performance, featuring other cultures and student recital. Super pleased with Triton

team-up. Also teamed up with barbershop quartet. Working with businesses around stadium to do partnering/sponsoring.

4. Santa Clara Chorale: Patty McNeal: Raised dues and membership exploded. A new music director also has people excited.

D. Resignation of Stahl: Several letters, phone calls and emails have been sent to Ms. Stahl since August 2014. A certified letter was sent to Ms. Stahl notifying her that the Commission would be removing her based on her consecutive unexecuted absences since August 2014 through April 6, 2015. No communication has been received to each attempt. There have been more than 3 unexecuted absences. Per the Commission Handbook, Motion was made to remove Barbara Stahl as a Cultural Commission based on more than three unexecuted absences. M/S/Majority approve. Neal abstains.

VI. Unfinished business

A. Budget process: The City Manager will be presenting the Cultural Commission's budget at the May 19, 2015 City Council meeting. Also, Commissioner Schuk would like the Request for Assistance/Application Procedure/Guidelines reviewed and revised after the current budget cycle. M/S/C

B. Chalk art festival: Lockwood submitted update to proposals. She met with the Renshaws. They recommend starting small. Just a few artists at City Hall. Recommend July or August in 2016 for the City of Santa Clara. Will discuss at upcoming study session for possibly providing a budget.

VII. Commissioner liaison reports

A. Triton: Travel budget can cover gala invite, but the Commission will need to approve for the use.

B. Sister Cities Association: See attached report.

VIII. Commissioner reports: Beavers saw Newsies. Fagundes and Schuk saw Rain: A Beatles Tribute. Lockwood attended a gallery in San Francisco. Schuk went to Studio Bonjourno gallery.

IX. Adjournment: There being no further business, the meeting was adjourned at 9:41 p.m. to Monday evening, May 4, 2015 at 7:00p.m. in the City Manager's Staff Conference Room.

Respectfully submitted,

  
Yvonne Dalletta  
Loretta Beavers for  
Secretary



# Santa Clara Sister Cities Association

Coimbra, Portugal    Izumo, Japan    Limerick, Ireland

Est. August 4, 1972    Est. October 11, 1986    Est. August 2, 2014

## EXECUTIVE BOARD

Kathy Watanabe  
President

Raj Chahal  
Vice President

Yuki Ikezi  
Vice President – Izumo

Tedra Nikolai  
Vice President –  
Coimbra

A.J. Chahal  
President – SCA  
Youth Commission

Patricia Knowles  
Secretary

Patrick Nikolai  
Treasurer

## DIRECTORS

Tedra Nikolai  
SCAYC- Director

Mary Erickson  
Corresponding Secretary  
Membership Director

John G. Figueira, Jr.  
Past President  
1982 – 2001

Lorraine Figueira  
Past Secretary  
1985 – 2001

May Ban  
Director at Large

Loretta Beavers  
Director at Large

Report to the Cultural Commission – April 6, 2015

Hope everyone had a wonderful Happy Easter.

SCSCA just completed hosting two groups of Japanese students from Izumo. Yuki Ikezi and Taylor vonKugelgen have been working with teachers from both Wilcox High School and Izumo High School as part of a program sponsored by the Japanese government. It was very successful as we hosted 16 high school students and 4 teachers. We are waiting to hear if the program will be continued next year.

SCSCA also hosted 16 Japanese middle school students and 4 chaperones from March 27 through March 31. It was a busy but successful exchange.

On Wednesday, April 9, six students will be traveling to Coimbra, Portugal along with Pat Nikolai, who will be chaperoning them. We hope they will come back with many wonderful stories.

The Limerick committee is working on putting together an event to raise money to send a group of people to Limerick next year. The year 2016 will mark the 100<sup>th</sup> anniversary of the Easter Rising which was the start of the War of Independence in Ireland. There will be a lot of events taking place to commemorate the anniversary. The Limerick committee is hoping to host either a golf tournament, hurling match and/or cultural event to raise the funds.

SCSCA has received news that the Mayor of Limerick, Kevin Sheahan, will be returning to Santa Clara in May. He may possibly be joined by Conn Murray, the Chief Executive of Limerick. His position is similar to the City Manager's job. Once we find out their travel plans, SCSCA hopes to coordinate a potluck for everyone to attend and meet the Mayor.

Respectfully submitted by:

Kathy Watanabe  
President, Santa Clara Sister Cities Association

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 9.A.1



**Date:** May 8, 2015  
**To:** City Manager for Council Action  
**From:** City Clerk/Auditor  
**Subject:** Declaration of Vacancy and Set Dates for the Promotion of Vacancy, Deadline for the Receipt of Applications and Interviews for the Cultural Commission

## EXECUTIVE SUMMARY:

With the removal of one Cultural Commission member, it is requested that Council declare a vacancy and set the dates for the promotion of vacancy, deadline for the receipt of applications and interviews for the Cultural Commission.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The appointment of a member is required to maintain full commission.

## ECONOMIC/FISCAL IMPACT:

There are no additional costs to the City other than administrative staff time and expense.

## RECOMMENDATION:

That the Council take the following actions:

1. Declare one vacancy on the Cultural Commission for the partial term ending June 30, 2017;
2. Set June 16, 2015 as the date for the Special Order of Business for the promotion of vacancy;
3. Set July 8, 2015 at 5:00 pm as the deadline for the receipt of applications; and
4. Set July 14, 2015 at 6:00 pm as the interview date and time.

Rod Diridon, Jr.  
City Clerk/Auditor

APPROVED:

Julio J. Fuentes  
City Manager

*Documents Related to this Report:*  
*None*

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 12A

City of Santa Clara, California



**Date:** April 28, 2015

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Approval of First Amendment to the Cost Sharing Agreement with the County of Santa Clara for the Intersection Improvements at San Tomas Expressway and El Camino Real and Additional Appropriations

## EXECUTIVE SUMMARY:

The City's Capital Improvement Project budget contains a project for the improvement of the intersection of El Camino Real at San Tomas Expressway. The improvements will add an additional left turn lane in both eastbound and westbound directions on El Camino Real and northbound and southbound directions on San Tomas Expressway, creating dual left turn lanes on all approaches. The project will also modify the corners to improve pedestrian and bicyclists safety, and tie in with the San Tomas Aquino Creek Spur Trail on the west side of San Tomas Expressway. City Council previously approved a Cost Sharing Agreement with the County of Santa Clara on July 5, 2011 under which the County will provide project management services and the City will provide funding for the project. On March 26, 2015, the County of Santa Clara opened bids for the project and the lowest bid was \$2,126,940, approximately \$827,000 above the original construction estimate. County staff reviewed the bid documents and found no flaws, lack of competition or other reasons to rebid the project. The County is recommending that the project be awarded and have requested that the City provide additional funds necessary to construct the project.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The proposed project will provide for dual turn lanes on all approaches, thereby improving the Level of Service, reducing vehicle delay, increasing safety, adding more capacity for turning movements, and providing congestion relief on El Camino Real as well as San Tomas Expressway.

## ECONOMIC/FISCAL IMPACT:

The County has opened bids for the project and costs are \$827,000 above the original construction estimate. Previously funding was appropriated from Traffic Mitigation Fund Unallocated Appropriations and projects along with Developer fair share contributions for transportation impacts at this intersection. The additional funding requested will be appropriated from Regional Traffic Impact Fees in the amount of \$707,263 and additional Developer fair share contributions of \$119,737 for a total of \$827,000.

City Manager for Council Action

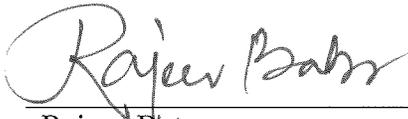
Subject: Approval of First Amendment to the Cost Sharing Agreement with the County of Santa Clara for the Intersection Improvements at San Tomas Expressway and El Camino Real and Additional Appropriations

Page 2

**RECOMMENDATION:**

That the Council:

1. Approve the First Amendment to the Cost Sharing Agreement with the County of Santa Clara for the intersection improvements at San Tomas Expressway and El Camino Real for an amount not-to-exceed \$2,127,000 and authorize the City Manager to execute all documents necessary to effect such Amendment;
2. Approve additional appropriations in the amount of \$707,263 in the El Camino Real at San Tomas Expressway project account (525-4433-80300-2658) funded by a transfer from the Regional Traffic Impact Fees held in the deposit fund 071 (071-23767-(A)20245).
3. Accept the estimated revenue in the amount of \$119,737 from the two (2) development projects as fairshare mitigation for impacts (525-4433-59000-2658) and approve additional appropriations in the amount of \$119,737 in the El Camino Real at San Tomas Expressway project account (525-4433-80300-2658).



Rajeev Batra  
Director of Public Works/City Engineer

Certified as to Availability of Funds: *OK.LF*  
071-23767-(A)20245      \$ 707,263.00

Certified as to Budget Form *OK.LF*  
525-4433-80300-2658



Gary Ameling  
Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes  
City Manager

**FIVE COUNCIL VOTES**

***Documents Related to this Report:***

- 1) *First Amendment to the Cost Sharing Agreement*

FIRST AMENDMENT TO THE  
COST SHARING AGREEMENT BETWEEN THE CITY OF SANTA CLARA  
AND THE COUNTY OF SANTA CLARA  
FOR THE INTERSECTION IMPROVEMENTS AT SAN TOMAS EXPRESSWAY  
AND EL CAMINO REAL

This first amendment is made and entered into as of the date it is fully executed by and between the City of Santa Clara, California, a chartered municipal corporation of the State of California (hereinafter referred to as "CITY"), and the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), collectively referred to herein as the "PARTIES".

RECITALS

WHEREAS, the PARTIES entered into the cost sharing Agreement ("AGREEMENT") for design and construction of intersection improvements on San Tomas Expressway at El Camino Real, which improvements will be hereinafter referred to as the "PROJECT"; and,

WHEREAS, AGREEMENT provided for a maximum CITY contribution of \$1,680,000, with a construction portion estimated at \$1,200,000; and,

WHEREAS, in the 3 ½ years since the execution of the AGREEMENT, there has been considerable change in the local economy, construction activity, and escalated inflation in construction costs; and,

WHEREAS, COUNTY advertised the PROJECT and received bids on March 26, 2015; and,

WHEREAS, the lowest bid was \$2,126,940, \$926,940 above the original construction estimate of \$1,200,000; and,

WHEREAS, review of the bids and bid documents suggest no obvious flaws, or lack of bidder competition or any other reason for rebidding the PROJECT, and rebidding is not expected to result in lower bids since prices bid reflect current market prices; and,

WHEREAS, COUNTY recommends awarding the construction contract but will need more funds to do so.

NOW THEREFORE, the PARTIES agree as follows:

All terms and conditions of AGREEMENT remain in effect with the sole exception of these amendments to follow and as numbered per the AGREEMENT numbering.

1) Scope of Work: Water utility easements and right-of-way acquisition has been added to the original AGREEMENT scope of work.

4) Cost Sharing of PROJECT:

CITY's total cost will increase from a lump sum contribution of **\$1,680,000** to **\$2,507,000**, as below.

**PROJECT COST ELEMENTS**

| <b>PROJECT ELEMENTS</b>   | <b>TOTAL COST</b>       |
|---|-------------------------|
| <b><u>1-</u> Amount of construction contract, low bid</b>           | <b>\$2,127,000</b>      |
| <b><u>2-</u> Remaining funds (\$1,680,000 - \$380,000)</b>          | <b>\$1,300,000</b>      |
| <b><u>3-</u> Additional City Project Cost (<u>1</u> - <u>2</u>)</b> | <b><u>\$827,000</u></b> |

5) Payment of PROJECT Cost:

In addition to the \$1,680,000 previously advanced, as soon as possible after the full execution of this AMENDMENT, CITY will deposit \$827,000 with COUNTY to allow award of the construction contract.

IN WITNESS WHEREOF, the PARTIES have entered into this agreement as of the date it is fully executed.

“CITY”  
CITY of Santa Clara,

“COUNTY”  
County of Santa Clara

\_\_\_\_\_  
Julio J. Fuentes  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors  
Date: \_\_\_\_\_

Clerk of Board of Supervisors to sign and certify that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Attest:

\_\_\_\_\_  
Rod Diridon, Jr.  
City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM &  
LEGALITY:

\_\_\_\_\_  
Richard E. Nosky, Jr.  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
E. Ray Ruiz  
Deputy County Counsel  
Date: \_\_\_\_\_

Meeting Date: 5-12-15

# AGENDA REPORT

Agenda Item # 12.B

City of Santa Clara, California



**Date:** May 12, 2015

**To:** City Manager for Council Action

**From:** Director of Parks & Recreation

**Subject:** Request to Approve, Accept and Appropriate a Donation of \$3,000,000 from San Francisco 49ers for Youth Athletic Facilities

### EXECUTIVE SUMMARY:

The City has received an offer of a donation in the amount \$3,000,000 from the San Francisco 49ers to support the improvement of youth athletic fields and facilities in the City of Santa Clara. The offer of the donation is unrelated to any previous proposal, including Youth Soccer Park, and is for the specific purpose of "improving youth athletic facilities in Santa Clara." The donation letter states that "there is no consideration requested in return." Approval of the request will authorize City acceptance of the donation, appropriate \$3,000,000 for improvement of youth athletic facilities in the City of Santa Clara, and authorize the City Manager to transmit a letter of appreciation. The City, by separate action at a later date, will allocate funds to specific youth athletic facility improvements.

### ADVANTAGES AND DISADVANTAGES OF ISSUE:

The donor has not set any conditions on acceptance of the funds. Approval of the \$3,000,000 donation and allocation of the funds will allow the City to improve athletic fields and facilities in the City.

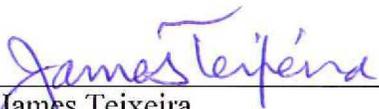
### ECONOMIC/FISCAL IMPACT:

There is no cost to accept the donation other than administrative time and expense. Acceptance of the donation provides a one-time source of unrestricted, non-General Fund support to improve any of the City's youth athletic facilities.

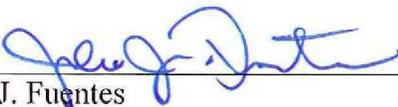
### RECOMMENDATION:

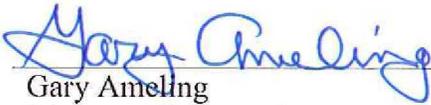
That the Council:

1. Approve and accept a donation of \$3,000,000 from San Francisco 49ers (532-1132-59650-3177) and authorize an appropriation in the amount of \$3,000,000 for Youth Athletic Facilities in the City of Santa Clara (CIP 532-1132-80300-3177); and,
2. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager; OR,
3. Provide alternate direction to the City Manager.

  
 \_\_\_\_\_  
 James Teixeira  
 Director of Parks & Recreation

APPROVED:

  
 \_\_\_\_\_  
 Julio J. Fuentes  
 City Manager

Certified as to Budget Form: *OK Jeth.*  
 532-1132-80300-3177  
  
 \_\_\_\_\_  
 Gary Ameling  
 Director of Finance/  
 Assistant City Manager

**FIVE COUNCIL VOTES**



May 5, 2015

The Honorable Jamie L. Matthews, Mayor  
The Honorable Dominic J. Caserta, Council Member  
The Honorable Debi Davis, Council Member  
The Honorable Lisa M. Gillmor, Council Member  
The Honorable Patrick Kolstad, Council Member  
The Honorable Jerry Marsalli, Council Member  
The Honorable Teresa O'Neill, Council Member

City of Santa Clara  
1500 Warburton Ave.  
Santa Clara, CA 95050

Mayor and Council Members,

Santa Clara and the 49ers have done great things together since we first moved our training facility here in 1988 and are very proud to be a community partner. We also take great pride in that fact that every promise we made to the City has been fulfilled as we have partnered to make Levi's® Stadium a reality. It has become an engine for economic prosperity and offered protection for taxpayers, all while being delivered on time and under budget. In its inaugural year, the stadium has brought more than one million visitors to Santa Clara, hosted 19 major events and secured national and international media coverage. This will only grow as Super Bowl 50 comes to Levi's Stadium in 2016.

It is undeniable that Levi's Stadium has also established itself as a catalyst for development. The North Bay Shore hotel market surrounding the stadium is on pace to record its best annual hotel occupancy and average daily rates in history. City Place, a mixed-use complex across the street from Levi's Stadium is slated for millions of square feet of new commercial development.

We have used the 49ers Museum to educate 30,000 students about science, technology, engineering and math with field trips that are completely free of charge, while giving priority to Santa Clara Unified Schools. We opened the million-dollar 49ers STEM Leadership Institute at Cabrillo Middle School and will replicate the state-of-the-art Chevron "Fab Lab" at Santa Clara High School. In addition to our investment in STEM, we invest in youth athletics, reaching 16,000 students through our Youth Football programming. And we built an outdoor fitness center for our neighboring Don Callejon Middle School.

May 5, 2015  
Page 2

We had hoped that the proposal we presented on April 21 would be another "win-win." However, we understand that not everyone felt that way and we will wait for the City to determine if, when and where it will build new athletic facilities. If the City wishes to engage with us in the future, we remain open to discussions. Regardless, we still wish to assist the City with improving youth athletic fields. We are prepared to immediately transfer \$3 million from the San Francisco 49ers to the City of Santa Clara for the purpose of improving youth athletic facilities in Santa Clara. The City can determine through its own open and transparent public process the best use for such funds. This payment is unrelated to the prior proposals. There is no consideration requested in return.

We remain committed to being a good partner to the City of Santa Clara and a supporter of all youth activities in the Bay Area.

Sincerely,



Al Guido  
Chief Operating Officer

Cc: Julio Fuentes, City Manager



05/12/15

13.A

## CONTRACT PROGRESS PAYMENTS

May 7, 2015

|                   | <b>VENDOR.NAME</b>                      | <b>DESCRIPTION</b>                           |
|-------------------|---|--|
| 9,526.32          | Blue Earth EMS                          | LED Canopy Lights                            |
| 2,315.20          | California Diesel & Power               | Mtce & Repairs Emergency Generators          |
| 3,495.00          | Commercial Tree Care                    | Tree Services                                |
| 162,336.81        | Daleo, Inc.                             | Space 2 Maxcell Placement                    |
| 81,153.48         | Davey Tree Surgery                      | Tree Trimming Svcs                           |
| 64,060.00         | Efficiency Services Group, LLC          | Professional Services                        |
| 100.00            | Finish Line Towing Inc                  | Towing Services                              |
| 30,000.00         | Greensfelder Commercial Real Estate     | Consulting Services                          |
| 15,817.50         | Hexagon Transportation Consultants Inc  | Traffic Mitigation Santa Clara AB 1600 Study |
| 4,687.00          | Intelligent Technologies & Services Inc | Professional Services                        |
| 1,340.00          | Mike Davis Landscape                    | Professional Services                        |
| 23,377.60         | Milton Security Group LLC               | Professional Services                        |
| 109,288.61        | Paragon Partners                        | Professional Services                        |
| 52,378.38         | Red Peak LLC                            | Professional Services                        |
| 13,777.39         | Serrano Electric                        | Electrical Svcs                              |
| 17,034.65         | Synergy Companies                       | Professional Sevices                         |
| 741.35            | Univar USA Inc                          | Prof Svcs                                    |
| 1,895.00          | Universal Site Svcs                     | Sweeping Svcs                                |
| <b>593,324.29</b> |   |  |

City of Santa Clara Finance Department  
Accounting Services

Supplement to Bills & Claims  
Expenditures Paid by Wire Transfer  
For the Period of April 30th thru May 6th, 2015

|    |            |  |
|----|------------|--|
| \$ | 513,623.03 | California ISO - ISO settlement charges                        |
|    | 9,905.06   | SunEdison LLC - purchase of solar generated energy (Mar. 2015) |

---

|    |                   |
|----|-------------------|
| \$ | <u>523,528.09</u> |
|----|-------------------|

Payment Cycle: APACH

|                        |     |      |             |            |           |
|------------------------|-----|------|-------------|------------|-----------|
| Bank Account:          | BFA | APCH | 14991-13283 | Swift Code | 111000025 |
| Payment Handling Code: | RE  |      |             |            |           |

| AMERESCO  |                | ACH          | 000387      | Amount:    | 546,558.41 |            |
|---|----------------|--------------|-------------|------------|------------|------------|
| 111 SPEEN ST STE 410<br>ATTN A/R<br>FRAMINGHAM<br>MA 01701<br>USA |                |              |             |            |            |            |
| Voucher ID  | Invoice Number | Invoice Date | Due Date    | Amount     | Discount   | Net Amount |
| 00341395  | 24081          | Apr/02/2015  | May/02/2015 | 258,080.99 | 0.00       | 258,080.99 |
| 00341397  | 24082          | Apr/02/2015  | May/02/2015 | 288,477.42 | 0.00       | 288,477.42 |

| BAY AREA DATA SUPPLY                                       |                | ACH          | 000388      | Amount: | 119.63   |            |
|--|----------------|--------------|-------------|---------|----------|------------|
| 525 DEL REY AVE STE G<br>SUNNYVALE<br>CA 94085-3515<br>USA |                |              |             |         |          |            |
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount  | Discount | Net Amount |
| 00342270   | 203830         | Apr/24/2015  | May/24/2015 | 76.13   | 0.00     | 76.13      |
| 00342289   | 203836         | Apr/24/2015  | May/24/2015 | 43.50   | 0.00     | 43.50      |

| DALEO INC                                       |                | ACH          | 000389      | Amount:   | 162,336.81 |            |
|---|----------------|--------------|-------------|-----------|------------|------------|
| UNION BANK BOX 4<br>CHANDLER<br>OK 74834<br>USA |                |              |             |           |            |            |
| Voucher ID                                      | Invoice Number | Invoice Date | Due Date    | Amount    | Discount   | Net Amount |
| 00342429  | SV671-01       | Apr/10/2015  | May/10/2015 | 1,190.00  | 0.00       | 1,190.00   |
| 00342453  | SV677-01       | Apr/10/2015  | May/10/2015 | 931.89    | 0.00       | 931.89     |
| 00342454  | SV664-01       | Apr/10/2015  | May/10/2015 | 22,788.20 | 0.00       | 22,788.20  |
| 00342455  | SV673-01       | Mar/31/2015  | Apr/30/2015 | 359.00    | 0.00       | 359.00     |
| 00342460  | SV674-01       | Apr/01/2015  | May/01/2015 | 13,889.79 | 0.00       | 13,889.79  |
| 00342462  | SV632-02R1     | Feb/03/2015  | Mar/05/2015 | 16,388.50 | 0.00       | 16,388.50  |
| 00342464  | SV633-02R1     | Feb/03/2015  | Mar/05/2015 | 15,248.88 | 0.00       | 15,248.88  |
| 00342465  | SV637-02R1     | Feb/04/2015  | Mar/06/2015 | 19,947.50 | 0.00       | 19,947.50  |
| 00342467  | SV636-02R1     | Feb/04/2015  | Mar/06/2015 | 18,052.88 | 0.00       | 18,052.88  |
| 00342469  | SV635-02R1     | Feb/09/2015  | Mar/11/2015 | 17,200.50 | 0.00       | 17,200.50  |
| 00342472  | SV663-01R1     | Feb/25/2015  | Mar/27/2015 | 9,129.88  | 0.00       | 9,129.88   |
| 00342474  | SV667-01       | Mar/20/2015  | Apr/19/2015 | 9,650.00  | 0.00       | 9,650.00   |
| 00342476  | SV675-01       | Apr/01/2015  | May/01/2015 | 17,559.79 | 0.00       | 17,559.79  |



Payment Cycle: APACH

| INDUSTRIAL METERING SOLUTIONS, LLC       |                | ACH          | 000394      | Amount: | 871.20   |            |
|--|----------------|--------------|-------------|---------|----------|------------|
| 238 LIBBY LN<br>KELSO<br>WA 98626<br>USA |                |              |             |         |          |            |
| Voucher ID                               | Invoice Number | Invoice Date | Due Date    | Amount  | Discount | Net Amount |
| 00342572                                 | 14-17955       | Apr/22/2015  | Jun/06/2015 | 880.00  | -8.80    | 871.20     |

| INGRAM LIBRARY SERVICES INC                          |                | ACH          | 000395      | Amount: | 4,437.82 |            |
|--|----------------|--------------|-------------|---------|----------|------------|
| PO BOX 502779<br>SAINT LOUIS<br>MO 63150-2779<br>USA |                |              |             |         |          |            |
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount  | Discount | Net Amount |
| 00342103   | 84646480       | Apr/08/2015  | May/23/2015 | 862.05  | -7.93    | 854.12     |
| 00342104   | 84646481       | Apr/08/2015  | May/23/2015 | 225.85  | -2.08    | 223.77     |
| 00342105   | 84650941       | Apr/08/2015  | May/23/2015 | 155.49  | -1.38    | 154.11     |
| 00342108   | 84650942       | Apr/08/2015  | May/23/2015 | 231.52  | -2.08    | 229.44     |
| 00342111   | 84654191       | Apr/08/2015  | May/23/2015 | 143.17  | -1.32    | 141.85     |
| 00342117   | 84654192       | Apr/08/2015  | May/23/2015 | 42.28   | -0.39    | 41.89      |
| 00342121   | 84654193       | Apr/08/2015  | May/23/2015 | 28.74   | -0.26    | 28.48      |
| 00342122   | 84655440       | Apr/08/2015  | May/23/2015 | 153.56  | -1.41    | 152.15     |
| 00342123   | 84674537       | Apr/09/2015  | May/24/2015 | 35.58   | -0.33    | 35.25      |
| 00342124   | 84674538       | Apr/09/2015  | May/24/2015 | 185.93  | -1.71    | 184.22     |
| 00342125   | 84674539       | Apr/09/2015  | May/24/2015 | 19.22   | -0.18    | 19.04      |
| 00342126   | 84674540       | Apr/09/2015  | May/24/2015 | 149.26  | -1.37    | 147.89     |
| 00342127   | 84674541       | Apr/09/2015  | May/24/2015 | 57.92   | -0.53    | 57.39      |
| 00342128   | 84675526       | Apr/09/2015  | May/24/2015 | 56.00   | -0.51    | 55.49      |
| 00342129   | 84690891       | Apr/10/2015  | May/25/2015 | 26.95   | -0.25    | 26.70      |
| 00342130   | 84690892       | Apr/10/2015  | May/25/2015 | 19.22   | -0.18    | 19.04      |
| 00342131   | 84690893       | Apr/10/2015  | May/25/2015 | 19.22   | -0.18    | 19.04      |
| 00342132   | 84690894       | Apr/10/2015  | May/25/2015 | 420.73  | -3.87    | 416.86     |
| 00342133   | 84690896       | Apr/10/2015  | May/25/2015 | 195.40  | -1.80    | 193.60     |
| 00342134   | 84690895       | Apr/10/2015  | May/25/2015 | 169.10  | -1.55    | 167.55     |
| 00342135   | 84690897       | Apr/10/2015  | May/25/2015 | 834.86  | -7.68    | 827.18     |
| 00342136   | 84694068       | Apr/12/2015  | May/27/2015 | 22.11   | -0.16    | 21.95      |
| 00342137   | 84714129       | Apr/13/2015  | May/28/2015 | 37.66   | -0.35    | 37.31      |
| 00342138   | 84714130       | Apr/13/2015  | May/28/2015 | 19.24   | -0.18    | 19.06      |
| 00342139   | 84714132       | Apr/13/2015  | May/28/2015 | 334.99  | -3.08    | 331.91     |
| 00342140   | 84714134       | Apr/13/2015  | May/28/2015 | 13.62   | -0.13    | 13.49      |
| 00342141   | 84735909       | Apr/14/2015  | May/29/2015 | 19.22   | -0.18    | 19.04      |

Payment Cycle: APACH

|  |     |        |         |        |
|--|-----|--------|---------|--------|
| JP GRAPHICS INC  | ACH | 000396 | Amount: | 478.50 |
| 3310 WOODWARD AVE<br>SANTA CLARA<br>CA 95054-2627<br>USA |     |        |         |        |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00341648   | 59333          | Apr/03/2015  | May/03/2015 | 62.53  | 0.00     | 62.53      |
| 00342371   | 59616          | Apr/24/2015  | May/24/2015 | 415.97 | 0.00     | 415.97     |

|   |     |        |         |          |
|---|-----|--------|---------|----------|
| KNORR SYSTEMS INC                                 | ACH | 000397 | Amount: | 2,566.66 |
| 2221 STANDARD AVE<br>SANTA ANA<br>CA 92707<br>USA |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342399   | SI167440       | Apr/14/2015  | May/14/2015 | 451.42 | 0.00     | 451.42     |
| 00342407   | SI167429       | Apr/14/2015  | May/14/2015 | 657.79 | 0.00     | 657.79     |
| 00342419   | SI167439       | Apr/14/2015  | May/14/2015 | 683.58 | 0.00     | 683.58     |
| 00342524   | SI167564       | Apr/20/2015  | May/20/2015 | 773.87 | 0.00     | 773.87     |

|  |     |        |         |           |
|--|-----|--------|---------|-----------|
| MILTON SECURITY GROUP LLC                                  | ACH | 000398 | Amount: | 23,377.60 |
| 261 E IMPERIAL HWY STE 550<br>FULLERTON<br>CA 92835<br>USA |     |        |         |           |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342501   | 20141374       | Apr/30/2015  | May/30/2015 | 2,849.60 | 0.00     | 2,849.60   |
| 00342502   | 20141373       | Apr/30/2015  | May/30/2015 | 4,410.00 | 0.00     | 4,410.00   |
| 00342503   | 20141370       | Apr/30/2015  | May/30/2015 | 2,120.00 | 0.00     | 2,120.00   |
| 00342508   | 20141372       | Apr/30/2015  | May/30/2015 | 2,760.00 | 0.00     | 2,760.00   |
| 00342509   | 20141371       | Apr/30/2015  | May/30/2015 | 9,288.00 | 0.00     | 9,288.00   |
| 00342510   | 20141375       | Apr/30/2015  | May/30/2015 | 1,950.00 | 0.00     | 1,950.00   |

Payment Cycle: APACH

OVERDRIVE INC ACH 000399 Amount: 3,332.34  
ONE OVERDRIVE WAY  
CLEVELAND  
OH 44125  
USA

| Voucher ID | Invoice Number        | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|-----------------------|--------------|-------------|----------|----------|------------|
| 00342293   | 0910-140004997-042015 | Apr/20/2015  | May/20/2015 | 211.83   | 0.00     | 211.83     |
| 00342295   | 0910-185902660-040715 | Apr/07/2015  | May/07/2015 | 369.36   | 0.00     | 369.36     |
| 00342296   | MR-0012277            | Apr/17/2015  | May/17/2015 | 36.00    | 0.00     | 36.00      |
| 00342297   | 0910-154822257-022814 | Feb/28/2014  | Mar/30/2014 | 319.79   | 0.00     | 319.79     |
| 00342299   | 0910-221019770-011215 | Jan/12/2015  | Feb/11/2015 | 2,110.83 | 0.00     | 2,110.83   |
| 00342300   | 0910-205600873-122013 | Dec/20/2013  | Jan/19/2014 | 176.75   | 0.00     | 176.75     |
| 00342301   | 0910-202328633-122013 | Dec/20/2013  | Jan/19/2014 | 107.78   | 0.00     | 107.78     |

PG&E ACH 000400 Amount: 29,136.81  
PO BOX 997300  
SACRAMENTO  
CA 95899-7300  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342710   | 2490226441-5   | Apr/28/2015  | Apr/28/2015 | 29,136.81 | 0.00     | 29,136.81  |

RANDSTAD ACH 000401 Amount: 3,065.36  
PO BOX 894217  
LOS ANGELES  
CA 90189-4217  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00341658   | R17662878      | Apr/12/2015  | May/12/2015 | 1,532.68 | 0.00     | 1,532.68   |
| 00341871   | R17694946      | Apr/19/2015  | May/19/2015 | 1,532.68 | 0.00     | 1,532.68   |

RED PEAK GROUP LLC ACH 000402 Amount: 52,378.38  
RPMC  
23975 PARK SORRENTO, STE 410  
CALABASAS  
CA 91302  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342561   | IN-026596      | Apr/27/2015  | May/27/2015 | 16,594.07 | 0.00     | 16,594.07  |



Payment Cycle: APACH

Total Requirements for Bank Account: 14991-13283

912,953.86

-49.87

912,903.99 USD

Payment Cycle: WED

Payment Handling Code: DP

| ANGELA OCANA<br>LIBRARY DEPT<br>SANTA CLARA<br>CA 95050<br>USA      |                |              |             |        |          |            |
|---|----------------|--------------|-------------|--------|----------|------------|
|   |                |              | CHK         | 591471 | Amount:  | 159.81     |
| Voucher ID  | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342268  | 32815          | Apr/15/2015  | Apr/15/2015 | 159.81 | 0.00     | 159.81     |
| ARMANDO FERRARIS<br>BUILDING MTCE<br>SANTA CLARA<br>CA 95050<br>USA |                |              |             |        |          |            |
|   |                |              | CHK         | 591472 | Amount:  | 330.00     |
| Voucher ID  | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342358  | 4/2015         | Apr/30/2015  | Apr/30/2015 | 330.00 | 0.00     | 330.00     |
| BENISON TRAN<br>ENGINEERING DEPT.<br>SANTA CLARA<br>CA<br>USA       |                |              |             |        |          |            |
|   |                |              | CHK         | 591473 | Amount:  | 352.25     |
| Voucher ID  | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342523  | PLC#: 8047     | Apr/27/2015  | Apr/27/2015 | 352.25 | 0.00     | 352.25     |
| BRANDON HALE<br>777 BENTON ST<br>SANTA CLARA<br>CA 95050<br>USA     |                |              |             |        |          |            |
|   |                |              | CHK         | 591474 | Amount:  | 65.15      |
| Voucher ID  | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342506  | REIMBURSEMENT  | Apr/30/2015  | May/30/2015 | 65.15  | 0.00     | 65.15      |

Payment Cycle: WED

CALIF MUNICIPAL REVENUE & TAX ASSN  
701 LAUREL ST  
CITY OF MENLO PARK  
JOHN MCGIRR  
MENLO PARK  
CA 94025  
USA

CHK 591475 Amount: 60.00

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342281   | 5/15/15        | May/04/2015  | Jun/03/2015 | 60.00  | 0.00     | 60.00      |

CONRADO CASAS  
STREET DEPT  
SANTA CLARA  
CA 95050  
USA

CHK 591476 Amount: 330.00

| Voucher ID | Invoice Number    | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|-------------------|--------------|-------------|--------|----------|------------|
| 00342349   | SAFETY BOOTS 2015 | Apr/19/2015  | Apr/19/2015 | 330.00 | 0.00     | 330.00     |

DUY TRAN  
CENTRAL PARK LIBRARY  
SANTA CLARA  
CA 95051  
USA

CHK 591477 Amount: 77.59

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342269   | 41015          | Apr/15/2015  | May/15/2015 | 77.59  | 0.00     | 77.59      |

FELIPE AMADOR RAMIREZ  
PUBLIC WORKS - STREETS  
PKWY & BLVDS DIV  
SANTA CLARA  
CA 95050  
USA

CHK 591478 Amount: 529.65

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342379   | BOOTS & QAC    | Mar/01/2015  | Mar/31/2015 | 529.65 | 0.00     | 529.65     |





Payment Cycle: WED

| RALPH A. ALEJO<br>PUBLIC WORKS/STREET DEPT<br>1700 WALSH AVE<br>SANTA CLARA<br>CA 95050<br>USA   |                   |              |             |          |          |            |
|--|-------------------|--------------|-------------|----------|----------|------------|
|  |                   |              | CHK         | 591487   | Amount:  | 152.23     |
| Voucher ID   | Invoice Number    | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342345   | BOOTS 2015        | Apr/22/2015  | May/22/2015 | 152.23   | 0.00     | 152.23     |
| ROBERT J. PRITCHARD<br>ELECTRIC DEPT<br>SANTA CLARA<br>CA 95050<br>USA   |                   |              |             |          |          |            |
|  |                   |              | CHK         | 591488   | Amount:  | 62.10      |
| Voucher ID   | Invoice Number    | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342218   | 4/15/15 MILEAGE   | Apr/15/2015  | Apr/15/2015 | 62.10    | 0.00     | 62.10      |
| RONALD S BILLINGSLEY<br>STREET DEPT<br>SANTA CLARA<br>CA 95050<br>USA  |                   |              |             |          |          |            |
|  |                   |              | CHK         | 591489   | Amount:  | 195.74     |
| Voucher ID   | Invoice Number    | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342347   | SAFETY BOOTS 2015 | Apr/24/2015  | Apr/24/2015 | 195.74   | 0.00     | 195.74     |
| SANTA CLARA CO DISTRICT ATTORNEY<br>ASSET FORFEITURE UNIT<br>COUNTY GOVT CENTER<br>70 W HEDDING ST W WING<br>DIST ATTYS OFFICE<br>SAN JOSE<br>CA 95110-1768<br>USA |                   |              |             |          |          |            |
|  |                   |              | CHK         | 591490   | Amount:  | 2,950.00   |
| Voucher ID   | Invoice Number    | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342542   | AF141203046       | Apr/15/2015  | May/15/2015 | 2,950.00 | 0.00     | 2,950.00   |

Payment Cycle: WED

| SHANE KUBO   |                     |              |             |          |          |            |
|--|---------------------|--------------|-------------|----------|----------|------------|
|  |                     |              | CHK         | 591491   | Amount:  | 152.14     |
| ELEC DEPT<br>SANTA CLARA<br>CA 95050<br>USA                          |                     |              |             |          |          |            |
| Voucher ID   | Invoice Number      | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342219   | SAN RAMON MAR 24-21 | Mar/24/2015  | Mar/24/2015 | 152.14   | 0.00     | 152.14     |
| TACTICAL K9 LLC  |                     |              |             |          |          |            |
|  |                     |              | CHK         | 591492   | Amount:  | 613.00     |
| TIM YOUNG K9 UNIT<br>201 W MISSION ST<br>SAN JOSE<br>CA 95110<br>USA |                     |              |             |          |          |            |
| Voucher ID   | Invoice Number      | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342284   | May 26-30 2015      | Apr/08/2015  | May/08/2015 | 613.00   | 0.00     | 613.00     |
| THOMAS LEIPELT   |                     |              |             |          |          |            |
|  |                     |              | CHK         | 591493   | Amount:  | 195.70     |
| POLICE DEPT<br>SANTA CLARA<br>CA<br>USA                              |                     |              |             |          |          |            |
| Voucher ID   | Invoice Number      | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342286   | 04-21-15            | Apr/21/2015  | Apr/21/2015 | 195.70   | 0.00     | 195.70     |
| VERIZON WIRELESS   |                     |              |             |          |          |            |
|  |                     |              | CHK         | 591494   | Amount:  | 5,562.64   |
| PO BOX 660108<br>DALLAS<br>TX 75266-0108<br>USA                      |                     |              |             |          |          |            |
| Voucher ID   | Invoice Number      | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342514   | 9737784654          | Dec/23/2014  | Jan/22/2015 | 5,562.64 | 0.00     | 5,562.64   |



Payment Cycle: WED

Bank Account: BOFA APCK 14991-13283 Swift Code 121000358  
 Payment Handling Code: AT

AT&T  
 PO BOX 5025  
 CAROL STREAM  
 IL 60197-5025  
 USA

CHK 591498 Amount: 359.35

| Voucher ID | Invoice Number     | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|--------------------|--------------|-------------|--------|----------|------------|
| 00342213   | 250 133-3874 233 5 | Apr/11/2015  | May/11/2015 | 20.91  | 0.00     | 20.91      |
| 00342214   | 408 244-4858 471 9 | Apr/17/2015  | May/17/2015 | 60.49  | 0.00     | 60.49      |
| 00342215   | 408 980-8577 973 3 | Apr/17/2015  | May/17/2015 | 64.21  | 0.00     | 64.21      |
| 00342216   | 408 496-6394 414 0 | Apr/19/2015  | May/19/2015 | 75.27  | 0.00     | 75.27      |
| 00342217   | 408 732-8988 330 0 | Apr/17/2015  | May/17/2015 | 63.20  | 0.00     | 63.20      |
| 00342220   | 408 261-0253 759 4 | Apr/19/2015  | May/19/2015 | 75.27  | 0.00     | 75.27      |

SANCR A  
 201 S RENGSTORFF AVE  
 PO BOX 7540  
 ATTN COLIN JAMES  
 MOUNTAIN VIEW  
 CA 94040  
 USA

CHK 591499 Amount: 175.00

| Voucher ID | Invoice Number      | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|---------------------|--------------|-------------|--------|----------|------------|
| 00342305   | 2015 SPRING BASKETE | Apr/17/2015  | May/17/2015 | 65.00  | 0.00     | 65.00      |
| 00342306   | 2015 SPRING/SUMMER  | Apr/17/2015  | May/17/2015 | 110.00 | 0.00     | 110.00     |













Payment Cycle: WED

BEST BEST & KRIEGER LLP  
 3390 UNIVERSITY AVE 5TH FL  
 PO BOX 1028  
 RIVERSIDE  
 CA 92502  
 USA

CHK 591524 Amount: 283.50

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342674   | 746971         | Apr/20/2015  | May/20/2015 | 283.50 | 0.00     | 283.50     |

BLUE EARTH EMS  
 253 POLARIS AVE  
 MOUNTAIN VIEW  
 CA 94043  
 USA

CHK 591525 Amount: 9,526.32

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342274   | 37811          | Apr/14/2015  | May/14/2015 | 4,233.92 | 0.00     | 4,233.92   |
| 00342275   | 37848          | Apr/09/2015  | May/09/2015 | 5,292.40 | 0.00     | 5,292.40   |

BRYANT STRIPLING  
 2891 BENTON ST  
 SANTA CLARA  
 CA 95051  
 USA

CHK 591526 Amount: 40.00

| Voucher ID | Invoice Number      | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|---------------------|--------------|-------------|--------|----------|------------|
| 00342665   | 14026 PERMIT REFUND | Apr/28/2015  | Apr/28/2015 | 40.00  | 0.00     | 40.00      |

BSN SPORTS INC  
 PO BOX 660176  
 DALLAS  
 TX 75266-0176  
 USA

CHK 591527 Amount: 1,950.26

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342337   | 96874831       | Apr/20/2015  | May/20/2015 | 1,950.26 | 0.00     | 1,950.26   |







Payment Cycle: WED

|          |       |             |             |          |      |          |
|----------|-------|-------------|-------------|----------|------|----------|
| 00342352 | 21579 | Apr/27/2015 | May/27/2015 | 1,150.00 | 0.00 | 1,150.00 |
| 00342353 | 21580 | Apr/27/2015 | May/27/2015 | 300.00   | 0.00 | 300.00   |
| 00342354 | 21581 | Apr/27/2015 | May/27/2015 | 500.00   | 0.00 | 500.00   |
| 00342355 | 21603 | Apr/28/2015 | May/28/2015 | 600.00   | 0.00 | 600.00   |

|   |  |     |        |         |          |
|---|--|-----|--------|---------|----------|
| CONSOLIDATED PARTS INC                            |  | CHK | 591540 | Amount: | 1,299.16 |
| 2425 SCOTT BLVD<br>SANTA CLARA<br>CA 95050<br>USA |  |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342364   | 5024393        | Apr/21/2015  | May/21/2015 | 1,114.29 | 0.00     | 1,114.29   |
| 00342527   | 5023714        | Mar/10/2015  | Apr/09/2015 | 184.87   | 0.00     | 184.87     |

|  |  |     |        |         |        |
|--|--|-----|--------|---------|--------|
| CORIX WATER PRODUCTS<br>DBA EDWARD S WALSH             |  | CHK | 591541 | Amount: | 311.81 |
| 11020 W. PLANK CT #100<br>WAUWATOSA<br>WI 53226<br>USA |  |     |        |         |        |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342201   | 17513008493    | Apr/03/2015  | May/18/2015 | 243.60 | 0.00     | 243.60     |
| 00342202   | 17513009226    | Apr/14/2015  | May/29/2015 | 69.49  | -1.28    | 68.21      |

|   |  |     |        |         |          |
|---|--|-----|--------|---------|----------|
| COUPLING CORP OF AMERICA                    |  | CHK | 591542 | Amount: | 2,027.54 |
| 250 N MAIN ST<br>JACOBUS<br>PA 17407<br>USA |  |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342571   | 4172           | Apr/22/2015  | May/22/2015 | 2,027.54 | 0.00     | 2,027.54   |

|  |  |     |        |         |           |
|--|--|-----|--------|---------|-----------|
| DAVEY TREE SURGERY                               |  | CHK | 591543 | Amount: | 81,153.48 |
| PO BOX 5015<br>LIVERMORE<br>CA 94551-5015<br>USA |  |     |        |         |           |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342415   | 908819242      | Apr/23/2015  | May/23/2015 | 81,153.48 | 0.00     | 81,153.48  |

Payment Cycle: WED

| DELL MARKETING LP<br>PO BOX 910916<br>C/O DELL USA LP<br>PASADENA<br>CA 91110-0916<br>USA |                      |              |             |          |          |            |
|---|----------------------|--------------|-------------|----------|----------|------------|
|   |                      |              | CHK         | 591544   | Amount:  | 1,589.70   |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342678  | XJNT6RDD4            | Apr/20/2015  | May/20/2015 | 1,589.70 | 0.00     | 1,589.70   |
| DELL MARKETING LP<br>C/O DELL USA LP<br>PO BOX 910916<br>PASADENA<br>CA 91110-0916<br>USA |                      |              |             |          |          |            |
|   |                      |              | CHK         | 591545   | Amount:  | 7,735.57   |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342679  | XJNRPCJD6            | Apr/17/2015  | May/17/2015 | 7,735.57 | 0.00     | 7,735.57   |
| DEMCO INC<br>PO BOX 8048<br>MADISON<br>WI 53708-8048<br>USA                               |                      |              |             |          |          |            |
|   |                      |              | CHK         | 591546   | Amount:  | 430.43     |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342266  | 5577070              | Apr/16/2015  | May/16/2015 | 430.43   | 0.00     | 430.43     |
| DENISE TERRY<br>3466 FLORA VISTA AVE<br>SANTA CLARA<br>CA 95051<br>USA                    |                      |              |             |          |          |            |
|   |                      |              | CHK         | 591547   | Amount:  | 8.88       |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
| 00342669  | 4/28/15 CLASS REFUND | Apr/28/2015  | Apr/28/2015 | 8.88     | 0.00     | 8.88       |



















Payment Cycle: WED

LC NETWORKS, INC. CHK 591582 Amount: 1,337.02  
 1151 RINGWOOD CT, STE 80  
 SAN JOSE  
 CA 95131  
 USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342675   | 5374           | Mar/16/2015  | Apr/15/2015 | 1,337.02 | 0.00     | 1,337.02   |

LEGAL PURSUIT INC CHK 591583 Amount: 350.00  
 22 W ST JOHN ST STE B  
 SAN JOSE  
 CA 95113  
 USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342547   | 085006         | Apr/23/2015  | May/23/2015 | 125.00 | 0.00     | 125.00     |
| 00342548   | 085030         | Apr/24/2015  | May/24/2015 | 75.00  | 0.00     | 75.00      |
| 00342549   | 085031         | Apr/24/2015  | May/24/2015 | 75.00  | 0.00     | 75.00      |
| 00342550   | 085032         | Apr/24/2015  | May/24/2015 | 75.00  | 0.00     | 75.00      |

LEVEL 3 COMMUNICATIONS LLC CHK 591584 Amount: 9,055.64  
 1025 EL DORADO BLVD  
 BROOMFIELD  
 CO 80021  
 USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342320   | R15-CPR-0017   | Apr/27/2015  | May/27/2015 | 9,055.64 | 0.00     | 9,055.64   |

LIBERTY LIGHTING & FIXTURE CHK 591585 Amount: 69.38  
 1800 DE LA CRUZ BLVD  
 SANTA CLARA  
 CA 95050  
 USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342373   | 36291          | Apr/21/2015  | May/21/2015 | 69.38  | 0.00     | 69.38      |

Payment Cycle: WED

| LINDA SCHEER<br>643 DOROTHY AVE<br>SAN JOSE<br>CA 95125<br>USA   |                |              |             |        |          |            | CHK | 591586 | Amount: | 665.60   |  |  |
|--|----------------|--------------|-------------|--------|----------|------------|-----|--------|---------|----------|--|--|
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |     |        |         |          |  |  |
| 00342309   | 55061 & 55062  | Mar/27/2015  | Apr/26/2015 | 665.60 | 0.00     | 665.60     |     |        |         |          |  |  |
| LPS TACTICAL&PERSONAL SECURITY<br>SUPPLY<br>6167 JARVIS AVE #126<br>NEWARK<br>CA 94560-1210<br>USA                 |                |              |             |        |          |            | CHK | 591587 | Amount: | 750.01   |  |  |
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |     |        |         |          |  |  |
| 00342539   | 6480A          | Feb/20/2015  | Mar/22/2015 | 750.01 | 0.00     | 750.01     |     |        |         |          |  |  |
| LUIS FERNANDO SOSA GUEVARA<br>AAA AIRCRAFT & AUTO DETA<br>2374 PRUNERIDGE AVE #6<br>SANTA CLARA<br>CA 95050<br>USA |                |              |             |        |          |            | CHK | 591588 | Amount: | 2,129.00 |  |  |
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |     |        |         |          |  |  |
| 00342223   | 864493         | Apr/10/2015  | May/10/2015 | 270.00 | 0.00     | 270.00     |     |        |         |          |  |  |
| 00342224   | 864494         | Apr/10/2015  | May/10/2015 | 144.00 | 0.00     | 144.00     |     |        |         |          |  |  |
| 00342225   | 864495         | Apr/16/2015  | May/16/2015 | 360.00 | 0.00     | 360.00     |     |        |         |          |  |  |
| 00342227   | 864496         | Apr/16/2015  | May/16/2015 | 280.00 | 0.00     | 280.00     |     |        |         |          |  |  |
| 00342228   | 864497         | Apr/23/2015  | May/23/2015 | 360.00 | 0.00     | 360.00     |     |        |         |          |  |  |
| 00342229   | 864498         | Apr/23/2015  | May/23/2015 | 160.00 | 0.00     | 160.00     |     |        |         |          |  |  |
| 00342231   | 864499         | Apr/24/2015  | May/24/2015 | 345.00 | 0.00     | 345.00     |     |        |         |          |  |  |
| 00342232   | 864500         | Apr/24/2015  | May/24/2015 | 210.00 | 0.00     | 210.00     |     |        |         |          |  |  |
| MASTER PLUMBING & SEWER INC<br>PO BOX 939<br>MT VIEW<br>CA 94042<br>USA  |                |              |             |        |          |            | CHK | 591589 | Amount: | 362.00   |  |  |
| Voucher ID   | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |     |        |         |          |  |  |
| 00341652   | 102214         | Apr/03/2015  | May/03/2015 | 362.00 | 0.00     | 362.00     |     |        |         |          |  |  |

Payment Cycle: WED

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |     |        |         |          |  |  |
|--|-----|--------|---------|----------|--|--|
| MIKE DAVIS LANDSCAPE SERVICES                                | CHK | 591590 | Amount: | 1,340.00 |  |  |
| 305 VINEYARD TOWN CTR #362<br>MORGAN HILL<br>CA 95037<br>USA |     |        |         |          |  |  |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342397   | 1041           | Apr/07/2015  | May/07/2015 | 895.00 | 0.00     | 895.00     |
| 00342405   | 1042           | Apr/07/2015  | May/07/2015 | 445.00 | 0.00     | 445.00     |

|   |     |        |         |          |  |  |
|---|-----|--------|---------|----------|--|--|
| MILTON S FRANK EQUIPMENT CO<br>INC              | CHK | 591591 | Amount: | 7,619.50 |  |  |
| 180A MASON CIRCLE<br>CONCORD<br>CA 94520<br>USA |     |        |         |          |  |  |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342682   | M8264          | Apr/16/2015  | May/16/2015 | 7,619.50 | 0.00     | 7,619.50   |

|   |     |        |         |        |  |  |
|---|-----|--------|---------|--------|--|--|
| MORIDGE MFG INC.                            | CHK | 591592 | Amount: | 428.18 |  |  |
| PO BOX 810<br>MOUNDRIDGE<br>KS 67107<br>USA |     |        |         |        |  |  |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342247   | 315444         | Apr/08/2015  | May/08/2015 | 268.38 | 0.00     | 268.38     |
| 00342248   | 315568         | Apr/08/2015  | May/08/2015 | 159.80 | 0.00     | 159.80     |

|   |     |        |         |       |  |  |
|---|-----|--------|---------|-------|--|--|
| MOUNTAIN VIEW GARDEN CENTER                           | CHK | 591593 | Amount: | 32.57 |  |  |
| 50 CENTRE ST<br>MOUNTAIN VIEW<br>CA 94041-2399<br>USA |     |        |         |       |  |  |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342374   | 77059          | Apr/29/2015  | May/29/2015 | 32.57  | 0.00     | 32.57      |



Payment Cycle: WED

ORKIN PEST CONTROL CHK 591598 Amount: 186.67

PO BOX 7161  
PASADENA  
CA 91109-7161  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342282   | 101836002      | Apr/15/2015  | May/15/2015 | 75.90  | 0.00     | 75.90      |
| 00342283   | 101834908      | Apr/15/2015  | May/15/2015 | 110.77 | 0.00     | 110.77     |

ORLAND UNIT WATER USERS ASSN. CHK 591599 Amount: 26,329.27

828 EIGHTH ST  
ORLAND  
CA 95963-1697  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342278   | MAR15          | Apr/08/2015  | May/08/2015 | 26,329.27 | 0.00     | 26,329.27  |

PACIFIC JANITORIAL SUPPLY CHK 591600 Amount: 2,560.15

2175 MARTIN AVE  
SANTA CLARA  
CA 95050  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342515   | 30029776       | Apr/23/2015  | May/23/2015 | 2,354.21 | 0.00     | 2,354.21   |
| 00342525   | 30029792       | Apr/22/2015  | May/22/2015 | 205.94   | 0.00     | 205.94     |

PAETEC CHK 591601 Amount: 3,917.25

PO BOX 9001013  
LOUISVILLE  
KY 40290-1013  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342288   | 58371026       | Apr/22/2015  | May/22/2015 | 3,917.25 | 0.00     | 3,917.25   |



Payment Cycle: WED

|   |     |        |         |          |
|---|-----|--------|---------|----------|
| PRAXAIR DISTRIBUTION INC                          | CHK | 591606 | Amount: | 1,106.49 |
| DEPT LA 21511<br>PASADENA<br>CA 91185-1511<br>USA |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342557   | 52402793       | Apr/20/2015  | May/20/2015 | 1,106.49 | 0.00     | 1,106.49   |

|  |     |        |         |          |
|--|-----|--------|---------|----------|
| R & B CO   | CHK | 591607 | Amount: | 1,109.25 |
| 605 COMMERCIAL ST<br>SAN JOSE<br>CA 95112<br>USA |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342209   | S1472152.003   | Apr/16/2015  | May/16/2015 | 391.50 | 0.00     | 391.50     |
| 00342573   | S1475508.001   | Apr/16/2015  | May/16/2015 | 717.75 | 0.00     | 717.75     |

|   |     |        |         |          |
|---|-----|--------|---------|----------|
| RED HAWK FIRE & SECURITY                              | CHK | 591608 | Amount: | 7,953.85 |
| PO BOX 31001-1918<br>PASADENA<br>CA 91110-1305<br>USA |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342369   | 171843         | Apr/22/2015  | May/22/2015 | 845.00   | 0.00     | 845.00     |
| 00342370   | 171910         | Apr/22/2015  | May/22/2015 | 365.00   | 0.00     | 365.00     |
| 00342372   | 171911         | Apr/22/2015  | May/22/2015 | 850.00   | 0.00     | 850.00     |
| 00342375   | 171912         | Apr/22/2015  | May/22/2015 | 277.50   | 0.00     | 277.50     |
| 00342376   | 171914         | Apr/22/2015  | May/22/2015 | 212.50   | 0.00     | 212.50     |
| 00342377   | 171915         | Apr/22/2015  | May/22/2015 | 530.50   | 0.00     | 530.50     |
| 00342378   | 171916         | Apr/22/2015  | May/22/2015 | 277.50   | 0.00     | 277.50     |
| 00342381   | 171918         | Apr/22/2015  | May/22/2015 | 227.00   | 0.00     | 227.00     |
| 00342383   | 171919         | Apr/22/2015  | May/22/2015 | 559.00   | 0.00     | 559.00     |
| 00342384   | 171920         | Apr/22/2015  | May/22/2015 | 412.50   | 0.00     | 412.50     |
| 00342386   | 171921         | Apr/22/2015  | May/22/2015 | 638.00   | 0.00     | 638.00     |
| 00342388   | 171924         | Apr/22/2015  | May/22/2015 | 994.00   | 0.00     | 994.00     |
| 00342389   | 171926         | Apr/22/2015  | May/22/2015 | 1,198.50 | 0.00     | 1,198.50   |
| 00342391   | 171922         | Apr/22/2015  | May/22/2015 | 172.50   | 0.00     | 172.50     |
| 00342393   | 172079         | Apr/24/2015  | May/24/2015 | 252.23   | 0.00     | 252.23     |
| 00342396   | 172081         | Apr/24/2015  | May/24/2015 | 142.12   | 0.00     | 142.12     |

Payment Cycle: WED

REED & GRAHAM INC  
CHK 591609 Amount: 2,520.14  
  
PO BOX 5940  
SAN JOSE  
CA 95150-5940  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342380   | 831663         | Apr/21/2015  | May/21/2015 | 165.30   | 0.00     | 165.30     |
| 00342555   | 831754         | Apr/22/2015  | May/22/2015 | 909.50   | 0.00     | 909.50     |
| 00342556   | 831537         | Apr/20/2015  | May/20/2015 | 1,445.34 | 0.00     | 1,445.34   |

REGENTS OF THE UNIV OF CALIF  
CHK 591610 Amount: 179.71  
  
2100 FRANKLIN ST STE 500  
OAKLAND  
CA 94612-3055  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342551   | 10385516       | Apr/13/2015  | May/13/2015 | 179.71 | 0.00     | 179.71     |

RMC WATER AND ENVIRONMENT  
CHK 591611 Amount: 66,238.00  
  
2175 N CALIFORNIA BLVD #315  
WALNUT CREEK  
CA 94596  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342567   | 19661          | Apr/08/2015  | May/08/2015 | 30,761.00 | 0.00     | 30,761.00  |
| 00342568   | 19534          | Mar/13/2015  | Apr/12/2015 | 35,477.00 | 0.00     | 35,477.00  |

ROBERT M MAHOWALD  
WESTERN CONTRACT INTER  
CHK 591612 Amount: 475.24  
  
298 JACKSON STREET  
SAN JOSE  
CA 95112-3256  
USA

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342414   | 20210RM        | Apr/23/2015  | May/23/2015 | 475.24 | 0.00     | 475.24     |

Payment Cycle: WED

| ROBERT MORSE  |                      |              |             |        |          |            |
|---|----------------------|--------------|-------------|--------|----------|------------|
|   |                      |              | CHK         | 591613 | Amount:  | 30.00      |
| 3713 EDGEFIELD DR<br>SANTA CLARA<br>CA 95054<br>USA |                      |              |             |        |          |            |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342088  | XMYTUP; 73717-01 LEC | Apr/22/2015  | May/22/2015 | 15.00  | 0.00     | 15.00      |
| 00342089  | XMYMYP; 73717-01 LEC | Apr/22/2015  | May/22/2015 | 15.00  | 0.00     | 15.00      |
| ROTO ROOTER   |                      |              |             |        |          |            |
|   |                      |              | CHK         | 591614 | Amount:  | 299.63     |
| 356 MATHEW ST<br>SANTA CLARA<br>CA 95050<br>USA     |                      |              |             |        |          |            |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342526  | D-488-15             | Apr/23/2015  | May/23/2015 | 299.63 | 0.00     | 299.63     |
| ROYAL BRASS INC                                     |                      |              |             |        |          |            |
|   |                      |              | CHK         | 591615 | Amount:  | 26.95      |
| 1066 N 10TH ST<br>SAN JOSE<br>CA 95112-2995<br>USA  |                      |              |             |        |          |            |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342211  | 757729-001           | Apr/16/2015  | May/16/2015 | 26.95  | 0.00     | 26.95      |
| SAFARI MICRO INC                                    |                      |              |             |        |          |            |
|   |                      |              | CHK         | 591616 | Amount:  | 26.00      |
| PO BOX 98370<br>PHOENIX<br>AZ 85038<br>USA          |                      |              |             |        |          |            |
| Voucher ID  | Invoice Number       | Invoice Date | Due Date    | Amount | Discount | Net Amount |
| 00342513  | 257615               | Apr/13/2015  | May/13/2015 | 26.00  | 0.00     | 26.00      |

Payment Cycle: WED

SAFETY-KLEEN SYSTEMS INC  
DIV OF CLEAN HARBORS  
PO BOX 7170  
PASADENA  
CA 91109-7170  
USA

CHK 591617 Amount: 747.09

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342471   | 66474982       | Apr/16/2015  | May/16/2015 | 747.09 | 0.00     | 747.09     |

SAN JOSE BOILER WORKS  
1585 SCHALLENBERGER RD  
SAN JOSE  
CA 95131  
USA

CHK 591618 Amount: 7,961.83

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342285   | INV-19096      | Apr/09/2015  | May/09/2015 | 7,961.83 | 0.00     | 7,961.83   |

SANCHALI SRIVASTAVA  
SAN INTERIOR DESIGN  
6937 AZALEA DR  
SAN JOSE  
CA 95120  
USA

CHK 591619 Amount: 2,239.00

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00341654   | 04/08/15       | Apr/08/2015  | May/08/2015 | 2,239.00 | 0.00     | 2,239.00   |

SANTA CLARA CO FLEET MGMT  
2265 JUNCTION AVE  
SAN JOSE  
CA 95113  
USA

CHK 591620 Amount: 6,280.17

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342239   | 1800047268     | Apr/22/2015  | May/22/2015 | 4,490.25 | 0.00     | 4,490.25   |
| 00342240   | 1800047270     | Apr/22/2015  | May/22/2015 | 1,789.92 | 0.00     | 1,789.92   |



Payment Cycle: WED

SCHAAF & WHEELER CONSULTING  
 CIVIL ENGINEERS  
 1171 HOMESTEAD RD #255  
 SANTA CLARA  
 CA 95050-5485  
 USA

CHK 591625 Amount: 23,550.00

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342566   | 25815          | Mar/31/2015  | Apr/30/2015 | 23,550.00 | 0.00     | 23,550.00  |

SCHWEITZER ENGINEERING LABS  
 2350 NE HOPKINS CT  
 PULLMAN  
 WA 99163-5603  
 USA

CHK 591626 Amount: 2,875.00

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342673   | 8189-629719    | Feb/20/2015  | Mar/22/2015 | 2,875.00 | 0.00     | 2,875.00   |

SCREENED IMAGES  
 1065 FLORENCE WAY  
 CAMPBELL  
 CA 95008-6605  
 USA

CHK 591627 Amount: 1,589.22

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342533   | 3162           | May/01/2015  | May/31/2015 | 1,589.22 | 0.00     | 1,589.22   |

SENIOR ADULT LEGAL ASSISTANCE  
 160 E VIRGINIA ST STE 260  
 SAN JOSE  
 CA 95112-5848  
 USA

CHK 591628 Amount: 1,052.22

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342577   | JAN15-MAR15    | Apr/11/2015  | May/11/2015 | 1,052.22 | 0.00     | 1,052.22   |





Payment Cycle: WED

|   |     |        |         |           |
|---|-----|--------|---------|-----------|
| SYNERGY COMPANIES                                     | CHK | 591637 | Amount: | 17,034.65 |
| 28436 SATELLITE ST<br>HAYWARD<br>CA 94545-4863<br>USA |     |        |         |           |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342276   | SVP0315        | Apr/09/2015  | May/09/2015 | 4,249.74  | 0.00     | 4,249.74   |
| 00342277   | SVP2015-03     | Apr/09/2015  | May/09/2015 | 12,784.91 | 0.00     | 12,784.91  |

|  |     |        |         |          |
|--|-----|--------|---------|----------|
| THE BARRICADE CO                                     | CHK | 591638 | Amount: | 1,644.84 |
| 3963 SANTA ROSA AVE<br>SANTA ROSA<br>CA 95407<br>USA |     |        |         |          |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342420   | 606620-3       | Mar/18/2015  | Apr/17/2015 | 1,644.84 | 0.00     | 1,644.84   |

|   |     |        |         |        |
|---|-----|--------|---------|--------|
| THOMSON REUTERS WEST  | CHK | 591639 | Amount: | 632.40 |
| PO BOX 6292<br>PAYMENT CENTER<br>CAROL STREAM<br>IL 60197-6292<br>USA |     |        |         |        |

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342546   | 831532581      | Apr/01/2015  | May/01/2015 | 632.40 | 0.00     | 632.40     |

|  |     |        |         |       |
|--|-----|--------|---------|-------|
| TONY TRIAS   | CHK | 591640 | Amount: | 40.00 |
| 2301 DEVARONA PL<br>SANTA CLARA<br>CA 95050<br>USA |     |        |         |       |

| Voucher ID | Invoice Number      | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|---------------------|--------------|-------------|--------|----------|------------|
| 00342666   | 14029 PERMIT REFUND | Apr/28/2015  | Apr/28/2015 | 40.00  | 0.00     | 40.00      |







Payment Cycle: WED

WASHINGTON TRUST BANK  
 TRUST OPERATIONS  
 PO BOX 2127  
 SPOKANE  
 WA 99210-2127  
 USA

CHK 591653 Amount: 1,674.18

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount   | Discount | Net Amount |
|------------|----------------|--------------|-------------|----------|----------|------------|
| 00342298   | 150413-25667   | Apr/15/2015  | Apr/15/2015 | 1,674.18 | 0.00     | 1,674.18   |

WASTE WISE PRODUCTS INC.  
 689 WARDEN AVE UNIT 14  
 TORONTO  
 ON M1L 4R6  
 CAN

CHK 591654 Amount: 16,553.00

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount    | Discount | Net Amount |
|------------|----------------|--------------|-------------|-----------|----------|------------|
| 00342401   | 267            | Apr/20/2015  | May/20/2015 | 16,553.00 | 0.00     | 16,553.00  |

WATERSAVERS IRRIGATION INC  
 4306 REDWOOD HWY STE 200  
 SAN RAFAEL  
 CA 94903  
 USA

CHK 591655 Amount: 267.76

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342402   | 1564273-00     | Apr/15/2015  | May/30/2015 | 272.78 | -5.02    | 267.76     |

WESCO DISTRIBUTION INC  
 PO BOX 31001-0465  
 PASADENA  
 CA 91110-0465  
 USA

CHK 591656 Amount: 92.44

| Voucher ID | Invoice Number | Invoice Date | Due Date    | Amount | Discount | Net Amount |
|------------|----------------|--------------|-------------|--------|----------|------------|
| 00342230   | 386007         | Apr/17/2015  | May/17/2015 | 92.44  | 0.00     | 92.44      |



ORACLE

Report ID: APY2030

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Page No. 50

Run Date 5/5/2015

Run Time 10:36:20 AM

Payment Cycle: WED

Total Requirements for Bank Account: 14991-13283

900,382.69

-68.91

900,313.78 USD

End of Report



*City of Santa Clara*  
**MINUTES OF THE ETHICS COMMITTEE MEETING**  
**Tuesday, April 14, 2015, 2:30 p.m.**  
**Council Chambers**

**Organization:**

City of Santa Clara

**Council in attendance:**

Vice Mayor Debi Davis, Chair  
 Councilmember Teresa O'Neill

Councilmember Dominic Caserta

**Staff in attendance:**

City Manager Julio Fuentes  
 City Clerk Rod Diridon, Jr.  
 Police Chief Mike Sellers  
 Deputy City Manager Tamera Haas

City Attorney Ren Nosky, Jr.  
 Police Chief Mike Sellers  
 Fire Chief William Kelly  
 Executive Asst. to City Manager  
 Elizabeth Elliott

City Clerk's Office As-Needed  
 Consultant Angela Borland

**Public in attendance:**

Howard Myers  
 Linda Zazzara  
 Debra Bress

Doug Hosking  
 Robin Burdick

**1. Call to Order/Roll Call/Order of Agenda**

The meeting was called to order by Chair Vice Mayor Davis. The Vice Mayor welcomed the Committee Members, staff and public.

**2. Public Presentations**

Members of the public addressed the Committee questioning the purpose of the program. A concern was also raised regarding the lack of policy for breach of ethics.

**3. Political Campaign Finance Reform Act**

***Follow-up Questions and Answers from March 5<sup>th</sup> Meeting***

City Attorney Richard "Ren" Nosky, Jr. expressed that a fundraising limit regarding campaign funds would be unconstitutional. A report titled, "Potential Amendments to Campaign Finance Ordinance" was provided and a discussion occurred regarding options for updating and clarifying the Political Campaign Finance Reform Act, including the use of surplus campaign funds and charitable donations, as well as various

general clarifications regarding the function of the existing Act. The City Attorney commented that there have only been two citations based on the Political Campaign Finance Reform Act, and that changes would reflect the overall proper function of the existing regulations. It was expected that suggested changes to the Act would be presented to the Committee prior to the 2016 election cycle.

**4. Review of Democracy Santa Clara Program: Concepts, Costs and Opportunities**

City Clerk Rod Diridon Jr. presented a report titled 'Program Models and Costs for the Democracy Santa Clara Concept.' The report covered potential program models and costs for neighborhood engagement, democracy and direct mail consultants, measurements and survey options and the general staffing models. A discussion occurred regarding resource allocation and budget priorities, with feedback to pursue a hybrid neighborhood engagement model as well as citizenship engagement, board and commission recruitment, voter registration and community and voter outreach efforts. It was requested that the City Clerk continue to work with the Chief of Police and other partners regarding the hybrid neighborhood block captain concept and move forward with the Democracy Santa Clara concept as presented.

**5. Discussion and possible recommendation to work with the Santa Clara County Registrar of Voters to provide paid postage for all vote by mail ballots for City of Santa Clara Elections**

The City Clerk presented a report titled 'Options and Estimated Costs for Paid Vote by Mail Postage' and a discussion took place regarding the cost and viability of a stand-alone or consolidated program, in addition to general factors. It was requested that the City Clerk draft and transmit a letter of support regarding the more cost-effective consolidated program option to Santa Clara County and the Registrar of Voters on behalf of the City.

**6. Next Steps:**

It was discussed that the next Ethics Meeting the Police Chief would provide a map showing Neighborhood Watch and National Night Out locations and that the City Attorney would provide information regarding a potential lobbyist registry for the City of Santa Clara at a future meeting.

**Adjournment**

Meeting adjourned at 3:50 p.m.

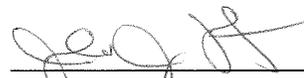
Dated: May 8, 2015

Prepared by:



\_\_\_\_\_  
Elizabeth Elliott  
Executive Asst. to the City Manager

Approved:



\_\_\_\_\_  
Julio J. Fuentes  
City Manager

Meeting Date: 5-12-15

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 4B.1



**Date:** May 7, 2015  
**To:** City Manager for Council Action  
**From:** City Clerk/Auditor  
**Subject:** Vote by Mail Ballot Paid Return Postage

## **EXECUTIVE SUMMARY:**

Currently, residents of Santa Clara County who wish to submit a vote by mail (VBM) ballot are required to do so either by mail or by remitting their ballot to a polling location, the Registrar of Voters (ROV) Office, or a VBM drop-off box. Voters who wish to submit their VBM ballot by mail are obligated to provide their own postage. Incorporating paid VBM ballot postage would eliminate a barrier to participation for those who choose not to vote due to the expense or confusion regarding the amount of postage necessary.

The Ethics Committee recently requested information regarding and discussed the concept of paying for postage for all City of Santa Clara residents who submit a VBM ballot. Estimated costs for a stand-alone program ranged from \$25,410 to \$31,898. However, if consolidated in a county-wide program through the Registrar of Voters, the economies of scale allow the estimated cost to be reduced to \$2,880.

Santa Clara County and the Registrar of Voters are currently considering paid VBM postage as part of their budget process. It was requested by the Ethics Committee that the City Clerk draft and transmit a letter from the City in support of the concept. It should be noted that the increased election costs would not be recouped through ballot statement or other candidate related fees.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Providing paid postage for VBM ballots would eliminate a barrier to participation for those who choose not to vote due to either the cost of postage or confusion regarding the amount of postage necessary.

## **ECONOMIC/FISCAL IMPACT:**

A consolidated program is estimated to cost \$2,880, in addition to administrative staff time and expense.

## **RECOMMENDATION:**

That the Council approve support of the concept and authorize the transmittal of the attached letter in support of a consolidated paid VBM ballot program through the Registrar of Voters.

Rod Diridon, Jr.  
City Clerk/Auditor

APPROVED:

Julio J. Fuentes  
City Manager

*Documents Related to this Report: Letter of Support*

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**Mayor**

Jamie L. Matthews

**Council Members**

Dominic J. Caserta  
Debi Davis  
Lisa M. Gillmor  
Patrick Kolstad  
Jerry Marsalli  
Teresa O'Neill

May 6, 2015

Santa Clara County Board of Supervisors  
c/o President Dave Cortese  
County of Santa Clara  
70 West Hedding Street  
10<sup>th</sup> Floor  
San Jose, CA 95110

Dear President Cortese;

Please allow the City of Santa Clara to express support for paid Vote by Mail (VBM) ballot postage. The concept of paid VBM postage is sound and the economies of scale found in a consolidate program implemented by the Registrar of Voters (ROV) are significant.

Currently, residents of Santa Clara County who wish to submit their VBM ballot by mail are obligated to provide their own postage. If combined with outreach and education, paid postage for VBM ballots would eliminate a barrier to participation for those who choose not to vote due to either the cost of postage or confusion regarding the amount of postage necessary.

Additionally, sharing the cost of postage among the many agencies on the ballot dramatically reduces the cost. For example, the City of Santa Clara's stand-alone cost to pay for VBM postage is estimated to be \$25,410 for the upcoming November 2016 election cycle. These costs in a consolidated program implemented through the ROV are expected to be \$2,880.

A consolidated program would allow for paid VBM postage in a manner that would not significantly impact overall election costs for the City. It would also have no effect on ballot statement fees or other candidate-related costs in the City of Santa Clara.

Thank you for allowing the City to express its support for the paid VBM postage concept. Please feel free to contact our offices if we may offer additional information.

Sincerely,

Jamie L. Matthews  
Mayor

Julio J. Fuentes  
City Manager

cc: Registrar of Voters, Shannon Bushey  
Clerk of the Board, Lynn Regadanz

Mayor and Council Offices  
1500 Warburton Avenue  
Santa Clara, CA 95050  
(408) 615-2250  
FAX (408) 241-6771  
www.santaclaraca.gov

5-12-15

16B

# CLOSED SESSION REQUEST

City of Santa Clara, California



It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, May 19, 2015, at 6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to it/them:

**CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Gov. Code § 54957.6

**City designated representatives:** Julio J. Fuentes, 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

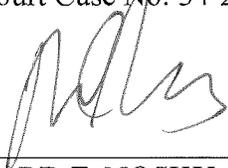
Unit #10 – PSNSEA (Public Safety Non-Sworn Employees Association)

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Pursuant to Gov. Code § 54956.9(d)(1)

*Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396

Date: May 8, 2015

  
\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney