

CC 11-18-2025

Item No. 15

Approval of City
Manager Employment
Agreement

Supplemental Report



CITY MANAGER'S OFFICE

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3212
CUPERTINO.GOV

CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: November 18, 2025

Agenda Item #15

Subject

Approval of City Manager Employment Agreement; Proposed Amendments to the Appointed Employees' Compensation Program

Recommended Action

1. Adopt Resolution No. 25-___ approving the City Manager Employment Agreement between the City of Cupertino and Tina Kapoor (Attachment A), and authorize the Mayor to execute the agreement; and
2. Adopt Resolution No. 25-___ amending the Appointed Employees' Compensation Program (Attachment C)

The corresponding attachments, listed below are included in this supplemental report

Attachments Provided with Supplemental 1:

- A – Draft Resolution approving the City Manager Employment Agreement
- B – Draft Employment Agreement for City Manager
- C – Draft Resolution amending the Appointed Employees' Compensation Program
- D – Draft Amended Appointed Employees' Compensation Program (Redline)
- E – Draft Amended Appointed Employees' Compensation Program (Clean)
- F – Press Release announcing City Manager

RESOLUTION NO. 25-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL APPROVING THE
EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CUPERTINO AND
TINA KAPOOR, CITY MANAGER, AND AUTHORIZING THE MAYOR TO
EXECUTE THE AGREEMENT**

WHEREAS the City Council appointed Tina Kapoor as Acting City Manager at the May 2, 2025 City Council Closed Session.

WHEREAS the City Council appointed Tina Kapoor as Interim City Manager at the June 17, 2025 City Council Closed Session.

WHEREAS the City Council appointed Tina Kapoor as City Manager at the November 4, 2025 City Council Closed Session.

WHEREAS, this City Manager appointment is subject to the terms outlined in the City Manager Employment Agreement ("Employment Agreement"), attached hereto as Exhibit A;

WHEREAS, the terms, conditions and provisions of the Employment Agreement have been reviewed and approved by the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the aforementioned Employment Agreement and authorizes the Mayor to execute said agreement on behalf of the City of Cupertino.

BE IT FURTHER RESOLVED that this Resolution is not a project under the requirements of the California Quality Act of 1970 and the State CEQA Guidelines (collectively, "CEQA") because it has no potential for resulting in physical change in the environment. In the event that this Resolution is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because the Employment Agreement would have no or only a de minimis physical impact on the environment. Where it can be seen with certainty that the action does not have the potential for causing a significant effect on the environment, CEQA does not apply. The foregoing determination is made by the City Council in its independent judgment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 18th day of November 2025, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: Liang Chao, Mayor City of Cupertino	Date
ATTEST: Kirsten Squarcia, City Clerk	Date

CITY OF CUPERTINO

AT-WILL CITY MANAGER EMPLOYMENT AGREEMENT

This AT-WILL CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into and made effective the 18th day of November 2025, by and between the CITY OF CUPERTINO, a general law city and municipal corporation (“City”) and Eshverya Gianchandani aka Tina Kapoor, an individual (“Employee”).

RECITALS

WHEREAS, it is the desire of the City Council of the City of Cupertino (hereinafter the “City Council”) to employ an individual to serve in the position of City Manager, which position is prescribed by state law and the City’s Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a City Manager form of government shall define the powers and duties of the City Manager; and

WHEREAS, the powers and duties of the City Manager of the City are set forth in Section 2.28.040 of the Cupertino Municipal Code; and

WHEREAS, pursuant to the Cupertino Municipal Code Section 2.28.010, “[t]he City Manager shall be appointed by the City Council solely on the basis of his or her experience, administrative, and executive ability. He shall hold office at and during the pleasure of the City Council . . . [;]” and

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, based on Employee’s executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the City Manager for the City; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee’s provision of City Manager professional services to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as City Manager for the City to perform the functions and duties of the City Manager, as specified in the City's Municipal Code, the Government Code of the State of California, and the job description attached hereto as Exhibit "A", and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. City reserves the right to amend the job description for City Manager attached hereto as Exhibit "A", which defines City Manager functions and duties, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. Employee shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote her best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of City Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time, which will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of City Manager.

1.4 Employment Status. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that she shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in

this Agreement, including any due process pre-disciplinary “Skelly” meeting. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 FLSA Exempt Status. Employee agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act (“FLSA”).

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee’s base annual compensation shall be Three Hundred and Twenty-Seven Thousand Dollars and No Cents (\$327,000.00) annually (“Salary”), which shall be paid on a pro-rated basis bi-weekly at the same time that other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.

2.2 Additional Compensation. For the services rendered pursuant to this Agreement and to compensate Employee for future increases to the cost of living, Employee’s base annual compensation shall be increased by three percent (3.0%) effective the first pay period after July 1, 2026, and an increase of an additional three percent (3%) effective the first pay period after July 1, 2027. This Section shall not limit the City’s obligation to conduct an annual salary review in connection with its annual performance review noted in Section 5.2 of this Agreement for the purpose of considering an additional increase to Employee’s salary.

2.3 Annual Salary Review. The City Council and Employee shall conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, Employee may request a further increase to her base salary, and the City may

further increase the Employee's annual salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting.

2.4 Highest Paid Employee. Notwithstanding Employee's annual base Salary as set forth herein, the annual salary of Employee shall never be less than the annual base Salary (excluding overtime, other pay, or any incentive compensation) of the City's next highest paid employee.

2.5 Written Amendment Required To Effectuate Base Salary Adjustment. Except otherwise provided in this Agreement, a change in base Salary shall only be by written amendment to this Agreement.

2.6 Deferred Compensation. Subject to the applicable IRS limitations that may be in effect at the time – currently \$23,500 annually – the City shall contribute on a monthly basis the maximum amount into Employee's deferred compensation account.

2.7 CalPERS Reporting. Employee acknowledges that the City makes no representation, and Employee shall not rely on any representation, that any possible bonus earned shall not be "compensation earnable" under CalPERS law and regulations for purposes of calculating Employee's CalPERS service retirement benefits.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder at 12:01 a.m. Pacific Standard Time on November 19, 2025 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on November 18, 2028) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a written amendment signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that she shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Administrative Rules and Regulations, the Municipal Code, other state or federal

law requiring any other form of pre- or post-termination hearing, appeal or other administrative process pertaining to termination, or past City practices related to the employment, discipline or termination of the City's employees, except as required by law. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager. Upon appointment to the City Manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. For purposes of this Agreement, the term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) material breach of this Agreement; (2) willful and material violation of the City's Municipal Code; (3) willful or persistent material breach or neglect of duties; (4) résumé fraud or other acts of material dishonesty; (5) insubordination (which shall be defined as a repeated failure to carry out a lawful directive or lawful directives of the City Council made by the City Council as a body); (6) corrupt or willful misconduct in office; (7) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law; (8) willful destruction or misuse of City property; (9) habitual intoxication while on duty, whether by alcohol, prescription drugs, or non-prescription drugs where they are being used in a manner not authorized by Employee's treating physician; (10) use or possession of illegal drugs; (11) inexcusable absence without an authorized leave of absence; (12) willful political activity involving the support of candidates for the City Council; (13) theft or attempted theft; (14) material dishonesty in violation of the law; (15) a finding supported by a preponderance of the evidence that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred; (16) a finding supported by a preponderance of the evidence that legally prohibited acts of retaliation against any City officer or employee or member of the general public has occurred; (17) willful violation of any conflict of interest or incompatibility of office laws (provided, however, that the good-faith reliance on advice of counsel regarding compliance with said laws shall not be considered a willful violation); (18) performance of material outside business interests that conflict directly with the activities and duties as City Manager, but not including educational or professional training programs conducted by Employee whether for personal financial gain or not; (19) refusal to take or subscribe to any oath or affirmation which is required by law; (20) any illegal act involving personal gain; or (21) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City Council may, in its discretion, place Employee on paid administrative leave until resolution. If the City terminates for cause this

Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. The City Council may terminate Employee at any time without cause but rather based upon management reasons, including but not limited to: (i) change of administration or (ii) incompatibility of management styles. In the event Employee is terminated without cause, such action shall be provided and delivered to the Employee in writing. Employee further expressly agrees that she shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

(c) Elections. In no event may Employee be terminated effective within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

3.5 Announcement of Separation. In the event that Employee provides notice of intent to terminate this Agreement pursuant to Section 3.3, City and Employee shall work in good faith to prepare a joint press release or statement, the contents of which shall be mutually agreeable to City and Employee, for release within five (5) calendar days of delivery of notice of a party's intent to terminate, and shall defer making any public comments regarding the termination of the Agreement prior to the release of the agreed-upon statement. The joint press release or statement shall not contain any information that is disparaging to either party. Should the parties be unable to agree upon a joint press release or statement within twenty-four (24) hours, City reserves the right to issue unilaterally a press release or statement, which shall not contain any information that is disparaging to Employee.

4.0 SEVERANCE

4.1 Severance Pay. If the City Council terminates Employee without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to her monthly base salary (as defined in Section 2.1 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding deferred compensation or the value of any other benefits (such as longevity pay, advanced education incentive, etc.).

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of an agreement in the form of the standard “Agreement of Separation, Severance, and General Release” attached hereto in form only as Exhibit “B.”

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. The City Council and Employee mutually agree to use a 3rd party facilitator, such as a League of California Cities Senior Advisor, to perform the facilitation, based on mutually agreed-upon criteria. There will be a facilitated review of the City Manager’s performance for each review period, the frequency of which is set forth below in Section 5.2. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Article 5.0 be construed as requiring “cause” to terminate this Agreement, or the services of Employee hereunder

5.2 Annual Evaluation. The City Council will endeavor to review and evaluate the performance of Employee annually in the first two weeks of September 2026, and every September thereafter for the remaining term of this agreement. It shall be the obligation of Employee to notify the City Council no later than August 31 of each year of the need to conduct the evaluation pursuant to this Section. In addition, Employee shall submit for the City Council’s consideration, no later than August 31 of each year of the term of this Agreement, Employee’s proposed annual performance goals/objectives and plan of action for the upcoming fiscal year and incorporate the City Council’s suggestions as appropriate. Such review and evaluation shall be conducted concurrently with an annual salary review and in accordance with the purpose noted in Section 5.1 above, and will be based on specific criteria developed by the City Council and the Employee.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 CalPERS Retirement. Employee is a “classic” member of CalPERS and accordingly she shall participate in the City’s CalPERS plan for classic miscellaneous employees, which is the 2% at 60 formula.

6.2 Medical Insurance. The City shall provide to Employee medical, dental, and vision insurance benefits at the same level, and subject to the same terms and conditions, as provided to all appointed employees of the City pursuant to the Appointed Employees' Compensation Program then in effect, and subject to the terms, conditions and limits specified therein.

6.3 Vacation Leave. Employee shall accrue vacation leave on a per pay period basis as follows: Employee shall accrue at the rate of 120 hours per year, to a maximum of 240 hours during the term of this Agreement. Employee shall be entitled to an opening vacation leave balance of 168.6 hours.

6.4 Administrative Leave. Employee shall accrue 80 hours of administrative leave annually. Employee may accumulate administrative leave hours up to two times their annual accrual. Employee shall be eligible to convert administrative leave hours to pay one time each calendar year. Employee shall be entitled to an opening administrative leave balance of 60.8 hours.

6.5 Holidays. Employee shall be entitled to the holidays specified in the Appointed Employees' Compensation Program then in effect. The City currently observes fifteen (15) holidays and provides twenty (20) floating hours per calendar year.

6.6 Sick Leave. Employee shall receive sick leave at the same level as all full-time employees, subject to the terms and conditions in the City's Personnel Rules as amended from time to time, based on the same terms and conditions applicable to management employees covered by the Unrepresented Employees' Compensation Program. Employee shall be entitled to an opening sick leave balance of 173.6 hours. Sick leave shall have no cash out value upon Employee's separation from the City.

6.7 Automobile Allowance. Employee shall be paid an automobile allowance of \$500 per month for use of personal vehicle. Additional mileage reimbursement per City policy when travel exceeds 50 miles per round trip. Employee is not precluded from using City vehicle for City business during, before, and after the normal workday if needed. Employee shall be responsible for any personal income tax that may result from such allowance.

6.8 Deferred Compensation. It is the policy of the City of Cupertino to provide equitable current compensation and reasonable retirement security for eligible persons under this Compensation Program for services performed for the City. The City participates in the California Public Employees' Retirement System (PERS) and deferred compensation plans have been established. Both the employee and employer may make contributions from current earnings to these plans. The purpose of this policy is to promote means by which compensation may be provided in such manner and form to best meet the requirements of the City and the needs of individual employees, thereby increasing the ability, to attract and retain competent employee. The City shall maintain and administer means by which employees in these positions may defer

portions of their current earnings for future utilization. Usage of such plans shall be subject to such agreements, rules and procedures as are necessary to properly administer each plan. Employee contributions to such plans may be made in such amounts as felt proper and necessary to the employee. Employer contributions shall be as determined by the City Council except as provided in Section 2.6 of this Agreement.

6.9 Life Insurance. The City of Cupertino provides life insurance benefits in an amount of two and one half times the employee's annual salary to a maximum of \$250,000.00.

6.10 Education Reimbursement. Employee shall be eligible for education reimbursement at the same level as appointed employees as set forth in the Appointed Employees' Compensation Program then in effect, subject to the terms, conditions and limits specified therein. The Appointed Employees' Compensation Program currently provides that tuition reimbursement shall not exceed \$2,000 per calendar year.

6.11 Other Benefits. Except as expressly provided in this Section 6.0, Employee shall be entitled to receive benefits as provided for under the Appointed Employees' Compensation Program, as amended from time to time. These benefits are subject to modification during the course of this Agreement at the sole and absolute discretion of City at such times and to such extent as City may deem appropriate; provided, however, there shall be no reduction in benefits unless City implements the same reduction of benefits to all other employees covered under the Appointed Employees' Compensation Program; and further provided that in the event of a conflict between the Appointed Employees' Compensation Program and this Agreement, this Agreement shall control.

7.0 BONDS AND INDEMNIFICATION

7.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

7.2 Bonds. The City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

8.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of at least three (3) members of the City Council.

8.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City of Cupertino
Attention: City Clerk
10300 Torre Avenue
Cupertino, California 95014

To Employee:

Tina Kapoor

[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

8.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

8.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term,

covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the parties agree that venue for any action arising out of this agreement shall be in Santa Clara County, California.

8.8 Mandatory Government Code Provisions. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of their office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference (below). Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

8.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Cupertino has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF CUPERTINO

Liang-Fang “Liang” Chao, Mayor

ATTEST:

Kirsten Squarcia, City Clerk

APPROVED AS TO FORM:



Floy Andrews, Interim City Attorney

EMPLOYEE



Tina Kapoor (Nov 17, 2025 15:00:32 PST)

Tina Kapoor

EXHIBIT “A”

CITY MANAGER JOB DESCRIPTION

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

The City Manager shall be the administrative head of the City government acting under the direction and control of the City Council except as otherwise provided in the current Municipal Code Section 2.28. In addition to her general powers as Chief Administrator, and not as a limitation thereon, she shall have the powers and duties set forth in the Representative Duties section below.

REPRESENTATIVE DUTIES

The following duties are typical for this classification, and are listed in accordance with the current Municipal Code Section 2.28. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. To see that all laws and ordinances of the City are duly enforced and that all franchises, permits, licenses and privileges granted by the City are faithfully performed and observed;
2. To control, order and give directions to all directors of departments and to subordinate officers and employees of the City under his or her jurisdiction through their department directors, and to transfer employees from one department to another;
3. The services and facilities of the City Treasurer and the City Attorney shall be made available to the City Manager to the same extent and in the same manner that the services are available to the City Council;
4. To appoint, discipline and dismiss any and all officers and employees of the City except those elected by the electors of the City or whose appointment or dismissal is denied to the City Manager under the laws of the state. The power to appoint given in the preceding paragraph does not include the power to create a new position except as provided under Chapter 2.52;
5. To attend all meetings of the City Council unless excused therefrom by the City Council;
6. To recommend to the City Council for adoption such measures and ordinances as he or she deems necessary or expedient;
7. To keep the City Council at all times fully advised as to the financial conditions and needs of the City;
8. To prepare and submit to the City Council the annual budget and to administer it after adoption;
9. To purchase or cause to be purchased all supplies for all of the departments or divisions of the City. No expenditures shall be submitted or recommended to the City Council except on report and approval of the City Manager;
10. To make investigation into the affairs of the City and any department or division thereof and any contract or the proper performance of any obligation running to the City;
11. To investigate all complaints in relation to matters consuming the administration of the government of the City and in regard to the services maintained by public utilities in the City and to see that all franchises, permits and privileges granted by the City are faithfully observed;
12. To execute general supervision over all public buildings, public parks, streets and other public property which are under the control and jurisdiction of the City Council;
13. To devote his or her entire working time, thought and energy to the duties and interests of the City;
14. To receive and open all official mail and communications addressed either to the Mayor or to the City Council;
15. To make reports and initiate recommendations as may be desirable or as requested by the City Council;
16. To sign documents specified in Cal. Gov't Code § 40602, or to delegate to another officer such authority to sign, whenever such documents have been approved by the Council for execution by

the City Manager or their delegee by ordinance, resolution, motion, minute order or other appropriate action.

17. To perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance, resolution or other action of the City Council.

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1.0 PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Cupertino, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and Eshverya Gianchandani aka Tina Kapoor, an individual (hereinafter referred to as "EMPLOYEE").

2.0 RECITALS

2.1 EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____, _____, serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit A ("THE CONTRACT"). EMPLOYEE is currently _____ years old.

2.2 THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3.0 CONSIDERATION

3.1 EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the

amount of _____ and ____ cents (\$____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including but not limited to any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin, or any other protected category or characteristic, and any and *all* rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12900 *et seq.*, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4.0 SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the “ADEA”) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the “OWBPA,” 29 U.S.C. § 626 *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of and/or has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, “I hereby revoke my acceptance of our Agreement of Severance and General Release”; and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE’s execution (“EFFECTIVE DATE”).

5.0 UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code § 1542 reads as follows:

“General Release - Claims Extinguished”

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code § 1542.

6.0 WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7.0 REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so; and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission, or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this

settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4 Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5 Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6 Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from and against any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7 Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8 Return of Confidential Information and Property: Prior to

the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising on any date up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8.0 MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the

parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City of Cupertino
Attention: City Clerk
10300 Torre Avenue
Cupertino, CA 95015

[signature page follows]

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
_____, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

CUP - FINAL City Manager Employment Agreement + Exhibits - Tina Kapoor(2066170.1)

Final Audit Report

2025-11-17

Created:	2025-11-17
By:	Kirsten Squarcia (kirstens@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA67QAsBU21Eg3cjH8DpiARSdStJt-CF5A

"CUP - FINAL City Manager Employment Agreement + Exhibits - Tina Kapoor(2066170.1)" History

-  Document created by Kirsten Squarcia (kirstens@cupertino.org)
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-  Document emailed to Floy Andrews (floya@cupertino.gov) for signature
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-  Email viewed by Floy Andrews (floya@cupertino.gov)
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-  Email viewed by tinak@cupertino.gov
2025-11-17 - 10:47:32 PM GMT
-  Signer tinak@cupertino.gov entered name at signing as Tina Kapoor
2025-11-17 - 11:00:30 PM GMT
-  Document e-signed by Tina Kapoor (tinak@cupertino.gov)
Signature Date: 2025-11-17 - 11:00:32 PM GMT - Time Source: server
-  Agreement completed.
2025-11-17 - 11:00:32 PM GMT

RESOLUTION NO. 25-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
AMENDING THE APPOINTED EMPLOYEES' COMPENSATION
PROGRAM**

WHEREAS the City Council desires to amend the Appointed Employees' Compensation Program.

NOW, THEREFORE, BE IT RESOLVED that the Appointed Compensation Program be amended which is incorporated in this resolution by this reference and attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 18th day of November 2025, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Liang Chao, Mayor City of Cupertino	_____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	_____ Date

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 1

PROGRAM PURPOSE AND DEFINITIONS FOR ELIGIBILITY

It is City of Cupertino policy that those certain persons holding positions hereinafter defined and designated as appointed management employees by the City Council in the City Manager's Office and the City Attorney's Office shall be eligible for participation in the Appointed Employees' Compensation Program as hereby adopted by action of the City Council and as same may be amended or as otherwise modified from time to time.

Eligibility for inclusion in this Compensation program is limited to persons appointed by the City Council and holding positions as management employees in the City Manager's Office and the City Attorney's Office, as defined under section 2.52.290 of the Cupertino Municipal Code. Eligible persons are designated by the Appointing Authority and may be modified as circumstances warrant.

Although subject to change in accordance with the Personnel Code, the positions in the following classifications have been designated as appointed employees.

MANAGEMENT CLASSIFICATIONS:

Classification Title

City Manager

City Attorney

In the event of any inconsistency between the Compensation Program and any Employment Contracts, the provisions of the Employment Contract and any amendments thereto control.

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012; July 2019, August 18, 2020, June 15, 2021, November 16, 2021, July 19, 2022

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 2

SALARY SCHEDULE
AND OTHER SALARY RATES

It is City of Cupertino policy that eligible persons under this Compensation Program shall be compensated for services rendered to and on behalf of the City on the basis of equitable pay for duties and responsibilities assigned, meritorious service and comparability with similar work in other public and private employment in the same labor market; all of which is contingent upon the City's ability to pay consistent with its fiscal policies. The City Manager and City Attorney salaries will be set by contract.

Adopted by Action of the City Council July 1, 2010

Revised October 2, 2012

Revised December 18, 2012, October 2016, September 6, 2017, November 6, 2017, January 7, 2019, July 16, 2019, August 18, 2020, November 16, 2021, July 19, 2022, December 3, 2024, July 15, 2025, September 3, 2025, November 18, 2025

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 3

TRAINING AND CONFERENCES

I. POLICY

It is City of Cupertino policy that eligible persons under this Compensation Program shall be reimbursed or receive advances in accordance with the schedules, terms and conditions as set forth herein for attendance at conferences, meetings and training sessions as defined below for each. It is the intent of this policy to encourage the continuing education and awareness of said persons in the technical improvements and innovations in their fields of endeavor as they apply to the City or to implement a City approved strategy for attracting and retaining businesses in the City. One means of implementing this encouragement is through a formal reimbursement and advance schedule for authorized attendance at such conferences, meetings and training sessions.

II DEFINITIONS

A. Conferences

A conference is an annual meeting of a work related organization the membership of which may be held in the name of the City or the individual.

B. Local Area

The local area is defined to be within Santa Clara and San Mateo Counties and within a 40-mile distance from Cupertino when traveling to Alameda County.

C. Meetings

A "meeting" shall mean a convention, conference, seminar, workshop, meal, or like assembly having to do with municipal government operations. An employee serving on a panel for interviews of job applicants shall not come under this definition.

D. Training Session

A training session is any type of seminar or workshop the attendance at which is for the purpose of obtaining information of a work related nature to benefit the City's operations or to enhance the attendee's capabilities in the discharge of assigned duties and responsibilities.

III REIMBURSEMENT AND ADVANCE PAYMENT SCHEDULE

A. Intent

This schedule is written with the intent that the employee will make every effort to find the lowest possible cost to the City for traveling on City business. For example, if paying for parking at the airport is less expensive than paying for a taxi or airport shuttle, then the employee should drive their car and park at the airport; or if renting a car is lower than taking taxis at the out-of-town location, then a car should be rented; or air reservations should be booked in advance to obtain discounted fares. The following procedures apply whether the expense is being paid through a reimbursement or a direct advance.

B. Registration

Registration fees for authorized attendance at a meeting or training session will be paid by the City.

C. Transportation

The City will pay transportation costs on the basis of the lowest cost intent stated in paragraph A. Eligible transportation costs include airfare (with coach fare being the maximum), van or taxi service to and from the attendee's home and airport, destination or airport parking charges, taxi and shuttle services at the out-of-town location, trains, tolls, or rental cars. Use of a personal automobile for City business shall be reimbursed or advanced at the rate per mile in effect for such use, except in no case shall it exceed air coach fare if the vehicle is being used for getting to the destination. Government or group rates offered by a provider of transportation must be used when available.

Reimbursement or advances for use of a personal automobile on City business within a local area will not be made so as to supplement that already being paid to those persons receiving a monthly mileage allowance.

D. Lodging

Hotel or lodging expenses of the employee resulting from the authorized event or activity defined in this policy will be reimbursed or advanced if the lodging and event occurs outside of the local area. Not covered will be lodging expenses related to person(s) who are accompanying the City member, but who themselves are not on City business. In this instance, for example, the difference between single and multiple occupancy rates for a room will not be reimbursed.

Where the lodging is in connection with a conference or other organized educational activity, City-paid lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, providing that lodging at the group rate is available at the time of booking. If the group rate at the conference hotel is not available, then the non-conference lodging policy described in the next paragraph should be followed to find another comparable hotel.

Where lodging is necessary for an activity that is not related to a conference or other organized educational activity, reimbursement or advances shall be limited to the actual cost of the room at a group or government rate. In the event that a group or government rate is not available, lodging rates that do not exceed the median price for lodging for that area and time period listed on travel websites like www.hotels.com, www.expedia.com or an equivalent service shall be eligible for reimbursement or advancement.

E. Meals

1. With No Conference

Payments toward or reimbursement of meals related to authorized activities or events shall be at the Internal Revenue Service per diem rate for meals and incidental expenses for a given location, as stated by IRS publications 463 and 1542 and by the U.S. General Services Administration. The per diem shall be split among meals as reasonably desired and reduced accordingly for less than full travel days. If per diem is claimed, no receipts are necessary. Alternatively, the actual cost of a meal can be claimed, within a standard of reasonableness, but receipts must be kept and submitted for the expense incurred.

2. As Part of a Conference

When City personnel are attending a conference or other organized educational activity, they shall be reimbursed or advanced for meals not provided by the activity, on a per diem or actual cost basis. The per diem and actual cost rate shall follow the rules described in the meals with no conference paragraph.

F. Other Expenses

Payments toward or reimbursement of expenses at such functions shall be limited to the actual costs consistent with the application of reasonable standards.

Other reasonable expenses related to business purposes shall be paid consistent with this policy.

No payments shall be made unless, where available, receipts are kept and submitted for all expenses incurred. When receipts are not available, qualifying expenditures shall be reimbursed upon signing of an affidavit of expenditure.

No payment shall be made for any expenses incurred which are of a personal nature or not within a standard of reasonableness for the situation as may be defined by the Finance Department.

G. Non-Reimbursable Expenses

The City will **not** reimburse or advance payment toward expenses including, but not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;
3. Family expenses, including those of a partner when accompanying the employee on City-related business, as well as child or pet-related expenses;
4. Entertainment expenses, including theatre, shows, movies, sporting events, golf, spa treatments, etc.
5. Gifts of any kind for any purpose;
6. Service club meals;
7. Alcoholic beverages;
8. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations; and
9. Personal losses incurred while on City business.

IV ATTENDANCE

A. Budgetary Limitations

Reimbursement or advances for expenses relative to conferences, meeting or training sessions shall not exceed the budgetary limitations.

V. FUNDING

A. Appropriation Policy

It shall be the policy of the City to appropriate funds subject to availability of resources.

B. Training Sessions

Payments toward or reimbursement of expenses incurred in attendance at training sessions, will be appropriated annually through the budget process.

VI. DIRECT CASH ADVANCE POLICY

From time to time, it may be necessary for a City employee to request a direct cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to their supervisor no less than seven days prior to the need for the advance with the following information: 1) Purpose of the expenditure; 2) The anticipated amount of the expenditure (for example, hotel rates, meal costs, and transportation expenses); and 3) The dates of the expenditure. An accounting of expenses and return of any unused advance must be reported to the City within 30 calendar days of the employee's return on the expense report described in Section VII.

VII. EXPENSE REPORT REQUIREMENTS

All expense reimbursement requests or final accounting of advances received from the City Manager must be approved by the City Attorney , on forms determined by the Administrative Services Department, within 30 calendar days of an expense incurred, and accompanied by a business purpose for all expenditures and a receipt for each non- per diem item. All expense reimbursement requests or final accounting of advances received from the City Attorney must be approved by the City Manager, on forms determined by the Administrative Services Department, within 30 calendar days of an expense incurred, and accompanied by a business purpose for all expenditures and a receipt for each non- per diem item.

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, August 18, 2020 , November 2023

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 4

AUTOMOBILE ALLOWANCES AND
MILEAGE REIMBURSEMENTS

It is City of Cupertino policy that under this Compensation Program the City Manager shall be compensated fairly for the use of personal automotive vehicles on City business. In many instances the use of personal vehicles is a condition of employment due to the absence of sufficient City owned vehicles for general transportation purposes. It is not intended, however, that such a condition of employment should work an undue hardship. For this reason, the following policies shall apply for mileage reimbursements.

Those persons who occasionally are required to use their personal automobiles for City business shall be reimbursed for such use at an appropriate rate established by the City Council. Submission of reimbursement requests must be approved by the City Council.

The City Manager shall be paid a monthly automobile allowance of \$500.
The City Attorney shall be paid a monthly automobile allowance of \$350.

Employees receiving automobile allowance shall be eligible for reimbursement for travel that exceeds two hundred miles round trip.

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012

Revised October 20, 2015

Revised November 6, 2017

Revised August, 18, 2020

Revised June 15, 2021, November 16, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 5

ASSOCIATION MEMBERSHIPS AND
PROFESSIONAL PUBLICATIONS

It is City of Cupertino policy under this Compensation Program that the City Manager and City Attorney shall be entitled to City sponsored association memberships as well as receiving subscriptions to professional and technical publications. Such sponsorship, however, shall be conditioned upon the several factors as set forth below.

Each association for which membership is claimed must be directly related to the field of endeavor of the person to be benefited.

Subscriptions to or purchase of professional and technical publications may be provided at City expense providing the subject matter and material generally contained therein are related to municipal governmental operations.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, June 15,
2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 6

OVERTIME WORKED

Management employees are ineligible for overtime payments for time worked in excess of what otherwise would be considered as a normal work day or work week for other employees. However, no deduction from leave balances are made when such an employee is absent for less than a regular work day as long as the employee has his/her supervisor's approval. Nothing in this policy precludes the alternative work schedule, which may include an absence of a full eight hour day, when forty hours have been worked in the same seven day work period.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 7

HEALTH BENEFITS PLAN - EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide group hospital and medical insurance under which eligible persons under this Compensation Program and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees and their families through comprehensive health plans available only through employer sponsorship.

Although the premium cost for the insurance provided remains the ultimate responsibility of the employee in these positions, the City shall contribute the amounts listed below towards the premium or pay the full cost of the premium if less than the stated amounts.

Effective July 1, 2025, the City shall contribute toward premium cost the following amount per month.

July 1, 2025	City Max Health Contribution	City Max Dental Contribution	City Total Max Contribution
Employee	\$1,112.90	\$114.30	\$1,227.20
Employee + 1	\$2,225.80	\$114.30	\$2,340.10
Employee + 2	\$2,893.54	\$114.30	\$3,007.84

With regards to any change in the monthly medical plan premium charged by CalPERS in the plan years subsequent to 2025 (specifically, the CalPERS healthcare rate increases effective January 1, 2026, January 1, 2027 and January 1, 2028), the City's maximum contributions shall be tied to the CalPERS Kaiser Permanente plan increases and shall be capped at no more than 20% of any such total increase in aggregate between 2025 – 2028. Any required contribution amounts exceeding the premium contribution of the City are the responsibility of the employee.

Appointed employees in the City Manager and City Attorney positions will have immediate vesting of retiree medical benefits, subject to said employee retiring from City service and CalPERS.

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 7

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, July 2013, October 2016, July 2019; December 2019, June 15, 2021, November 16, 2021 , November 7, 2023, September 3, 2025

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 8

FIXED HOLIDAYS

It is the policy of the City of Cupertino to recognize days of historical and national significance as holidays of the City without loss of pay or benefits. Recognizing the desirable times throughout the year, it is the policy of the City of Cupertino to provide days off in lieu of holidays for management and confidential employees at such times as are convenient for each employee and supervisor, when such policy is compatible with the workload and schedule of the City.

The City provides the following fixed paid holidays for eligible employees covered by this agreement:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Lunar New Year
5. Cesar Chavez Day
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day Following Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

When a holiday falls on a Sunday, the following Monday shall be observed as the non-work day. When a holiday falls on a Saturday, the previous Friday shall be observed as the non-work day.

FLOATING HOLIDAY

In addition to the paid holidays, employees occupying these positions shall be provided 20 floating hours per calendar year as non-work time with full pay and benefits. Employees may accumulate floating holiday hours up to two times their annual accrual. For Calendar Year 2023, Appointed employees will receive one (1) floating holiday in lieu of Lunar New Year holiday.

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012, July 2013, November 2023

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 9

LIFE, LONG TERM DISABILITY INSURANCE, AND SHORT TERM DISABILITY INSURANCE

It is the policy of the City of Cupertino to make available group insurance for eligible persons under this Compensation Program that will mitigate the personal and family financial hardships resulting from continuing disability that prevents an employee from performing gainfully in his or her occupation. It is further the policy of the City of Cupertino to provide life insurance benefits in an amount of two and one half times the employee's annual salary to a maximum of \$250,000.00

The City Manager and City Attorney will participate in California State Disability Insurance (SDI). SDI weekly benefits are determined by the State of California and information is available on the State of California Employment Development Department website. Employee may use leave banks to supplement lost salary during the 7-day elimination period. City Manager and City Attorney shall pay the employee contribution rate of CA SDI, which will be deducted from their biweekly paychecks.

The City shall provide Long Term Disability (LTD) insurance for employees. LTD income protection coverage shall be up to \$7,000 of covered monthly salary. City Manager and City Attorney may use sick leave and/or vacation leave to supplement lost salary during the 90 day elimination period.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, October
2016, July 2019, August 18, 2020,
June 15, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 10

DEFERRED COMPENSATION

It is the policy of the City of Cupertino to provide equitable current compensation and reasonable retirement security for eligible persons under this Compensation Program for services performed for the City. The City participates in the California Public Employees' Retirement System (PERS) and deferred compensation plans have been established. Both the employee and employer may make contributions from current earnings to these plans. The purpose of this policy is to promote means by which compensation may be provided in such manner and form to best meet the requirements of the City and the needs of individual employees, thereby increasing the ability, to attract and retain competent employees.

The City shall maintain and administer means by which employees in these positions may defer portions of their current earnings for future utilization. Usage of such plans shall be subject to such agreements, rules and procedures as are necessary to properly administer each plan. Employee contributions to such plans may be made in such amounts as felt proper and necessary to the employee. Employer contributions shall be as determined by the City Council.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 11

PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION

A. Employees hired on or before December 29, 2012 Only:

For employees hired on or before December 29, 2012, the City has contracted with CalPERS for a 2.7% @55 formula.

Effective in the first full pay period in July 2017, each employee shall pay the full 8.0% of applicable salary of the employee's contribution towards CalPERS.

B. For Employees hired by the City of Cupertino on December 30, 2012 or December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations Only:

For Employees hired by the City of Cupertino on December 30, 2012 or December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations only the City has contracted with CalPERS for a 2.0% @ 60 retirement formula, three year average compensation.

Effective October 1, 2016, the City shall not pay the employee's contribution rate to the California Public Employees Retirement System (CalPERS) and each employee shall pay the full 7% of applicable salary of the employee's contribution towards CalPERS.

C. For new employees hired by the City of Cupertino on or after January 1, 2013 and do not qualify as Classic members Only:

For new employees hired by the City of Cupertino on or after January 1, 2013 and do not qualify as classic members as defined by CalPERS, CalPERS has by statute implemented a 2% @ 62 formula, three year average and employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

Adopted by Action of the City Council
July 1, 2010

Revised October 2, 2012; December 18, 2012, July 2013, October 2016, July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 12

DENTAL INSURANCE - EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide dental insurance under which eligible persons under this Compensation Program and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees.

The premium cost for the insurance provided by the City shall not exceed \$114.30* per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with Personnel Rules of the City and the provisions of the contract for such insurance between the City and carrier or carriers.*Dental Coverage: Effective the first month after Council adoption of agreement, dental coverage is capped at \$2,500.00 per dependent per annual plan year for the term of this contract.

Adopted by Action of City Council
July 1, 2010
Revised October 2, 2012; December 18, 2012,
October 2016, July 2019, July 19, 2022

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 13

ADMINISTRATIVE LEAVE

Eligible persons under this Compensation Program shall accrue eighty (80) hours of administrative leave with pay per year.

Employees may accumulate administrative leave hours up to two times their annual accrual.

Employees shall be eligible to convert administrative leave hours to pay one time each calendar year.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, October
2016; July 2019, November 16, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 14

EMPLOYEE ASSISTANCE PROGRAM

It is the policy of the City of Cupertino to provide an Employee Assistance Program for the benefit of eligible persons under this Compensation Program and their eligible dependents. The purpose of this program is to provide professional assistance and counseling concerning financial, legal, pre-retirement, and other matters of a personal nature.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 15

HOUSING ASSISTANCE PROGRAM

Housing assistance may be offered to eligible persons under this Compensation Program pursuant to Resolution No. 15-092 as amended.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012
Revised October 20, 2015; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 16

VISION INSURANCE — EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide vision insurance under which employees and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees.

The premium cost for the insurance provided by the City shall not exceed \$14.94 per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with the provisions of the contract between the City and carrier or carriers providing vision insurance coverage,

Adopted by Action of the City Council July 1, 2010
Revised October 2, 2012; December 18, 2012

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 17

EDUCATION REIMBURSEMENT PROGRAM

It is the intent of the City to recognize the value of continuing education and professional development of its employees; and to adopt an Education Reimbursement Program which will encourage employees to avail themselves of City job related educational opportunities that will advance their knowledge and interests in the direction of their career path. Courses should either: a) maintain or improve job skills in the employee's current position; b) be expressly required by the City or by law; or c) prepare the employee to become a competitive applicant for a different position with the City.

The Education Reimbursement Program is a benefit to all eligible, full time benefited employees and provides education reimbursement of up to two thousand dollars (\$2,000) per calendar year for the cost of registration, required textbooks and/or materials and parking. Employees who wish to seek reimbursement from the City for educational program costs shall provide a written request for reimbursement in advance of enrollment to the Human Resources Division. The form provided shall include the type of training, sponsoring organization or institution, meeting times and costs. Human Resources and the employee's department head will make the determination if the chosen education program is eligible for reimbursement.

No employee shall receive any reimbursement until they have provided satisfactory proof of successful completion of the coursework with a grade of "C" or above, or "Pass" in the case of a Pass/Fail course. Such proof of completion shall be provided within 30 days of the conclusion of the course.

Education reimbursement is a taxable benefit under IRS Code. Education reimbursement will be applied to the calendar year in which the course is passed and satisfactory proof of completion is submitted.

Mandatory or annual coursework, attendance at conferences and training required to maintain job specific certifications or proficiencies are not included in the Education Reimbursement Program.

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 18

CITY SPONSORED RECREATION AND WELLNESS PROGRAMS

Eligible appointed employees shall have the privilege of enrollment in City sponsored recreation programs at the City residents' fee structure and in preference to non-residents wishing to enroll. Each calendar year, employees and family members on the employee's dental plan are eligible to be reimbursed up to \$500 per employee in Rec Bucks. Employees shall be reimbursed for approved recreation services in accordance with the City's Recreation Buck Policies. Programs allowing for preregistration will be reimbursed after completion of the program, including those allowing for or requiring preregistration in the calendar year prior to reimbursement. Reimbursements shall be applied to the year in which they are received. Benefited employees will also receive a free employee-only annual Cupertino Sports Center membership. Part-time benefited employees will have the annual amount of Recreation Bucks prorated based on number of hours worked. Recreation Bucks are a taxable benefit under IRS Code, and must be used by the employee within the calendar year and are non-transferrable.

City employees are eligible to participate in the City's wellness program as provided for in the City's Administrative Rules and Regulations.

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

EXEMPT POSITIONS

The salaries, wages, or rates of pay for City Attorney and City Manager employees whose positions are exempt under the provisions of the Cupertino Municipal Code, are set forth below. Only the City Council can modify these rates.

Monthly Salary Effective June 3, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$19,916.67

Monthly Salary Effective June 3, 2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$22,916.66

Monthly Salary Effective June 15, 2021

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$22,916.66
City Attorney	\$0	\$0	\$0	\$0	\$21,250.00

Monthly Salary Effective January 3, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$24,000.00
City Attorney	\$0	\$0	\$0	\$0	\$21,250.00

Monthly Salary Effective July 20, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$24,833.33
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective August 29, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,075.00
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective the First Full Pay Period of July, 2023

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective December 3, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00

Monthly Salary Effective May 2, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00
Interim City Manager	\$0	\$0	\$0	\$0	\$24,583.33

Monthly Salary Effective July 15, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Interim City Manager	\$0	\$0	\$0	\$0	\$25,812.50
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00

Monthly Salary Effective November 18, 2025

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>City Manager</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$27,250.00</u>
<u>City Attorney</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$25,875.00</u>

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 1

PROGRAM PURPOSE AND DEFINITIONS FOR ELIGIBILITY

It is City of Cupertino policy that those certain persons holding positions hereinafter defined and designated as appointed management employees by the City Council in the City Manager's Office and the City Attorney's Office shall be eligible for participation in the Appointed Employees' Compensation Program as hereby adopted by action of the City Council and as same may be amended or as otherwise modified from time to time.

Eligibility for inclusion in this Compensation program is limited to persons appointed by the City Council and holding positions as management employees in the City Manager's Office and the City Attorney's Office, as defined under section 2.52.290 of the Cupertino Municipal Code. Eligible persons are designated by the Appointing Authority and may be modified as circumstances warrant.

Although subject to change in accordance with the Personnel Code, the positions in the following classifications have been designated as appointed employees.

MANAGEMENT CLASSIFICATIONS:

Classification Title

City Manager

City Attorney

In the event of any inconsistency between the Compensation Program and any Employment Contracts, the provisions of the Employment Contract and any amendments thereto control.

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012; July 2019, August 18, 2020, June 15, 2021, November 16, 2021, July 19, 2022

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 2

SALARY SCHEDULE
AND OTHER SALARY RATES

It is City of Cupertino policy that eligible persons under this Compensation Program shall be compensated for services rendered to and on behalf of the City on the basis of equitable pay for duties and responsibilities assigned, meritorious service and comparability with similar work in other public and private employment in the same labor market; all of which is contingent upon the City's ability to pay consistent with its fiscal policies. The City Manager and City Attorney salaries will be set by contract.

Adopted by Action of the City Council July 1, 2010

Revised October 2, 2012

Revised December 18, 2012, October 2016, September 6, 2017, November 6, 2017, January 7, 2019, July 16, 2019, August 18, 2020, November 16, 2021, July 19, 2022, December 3, 2024, July 15, 2025, September 3, 2025, November 18, 2025

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 3

TRAINING AND CONFERENCES

I. POLICY

It is City of Cupertino policy that eligible persons under this Compensation Program shall be reimbursed or receive advances in accordance with the schedules, terms and conditions as set forth herein for attendance at conferences, meetings and training sessions as defined below for each. It is the intent of this policy to encourage the continuing education and awareness of said persons in the technical improvements and innovations in their fields of endeavor as they apply to the City or to implement a City approved strategy for attracting and retaining businesses in the City. One means of implementing this encouragement is through a formal reimbursement and advance schedule for authorized attendance at such conferences, meetings and training sessions.

II DEFINITIONS

A. Conferences

A conference is an annual meeting of a work related organization the membership of which may be held in the name of the City or the individual.

B. Local Area

The local area is defined to be within Santa Clara and San Mateo Counties and within a 40-mile distance from Cupertino when traveling to Alameda County.

C. Meetings

A "meeting" shall mean a convention, conference, seminar, workshop, meal, or like assembly having to do with municipal government operations. An employee serving on a panel for interviews of job applicants shall not come under this definition.

D. Training Session

A training session is any type of seminar or workshop the attendance at which is for the purpose of obtaining information of a work related nature to benefit the City's operations or to enhance the attendee's capabilities in the discharge of assigned duties and responsibilities.

III REIMBURSEMENT AND ADVANCE PAYMENT SCHEDULE

A. Intent

This schedule is written with the intent that the employee will make every effort to find the lowest possible cost to the City for traveling on City business. For example, if paying for parking at the airport is less expensive than paying for a taxi or airport shuttle, then the employee should drive their car and park at the airport; or if renting a car is lower than taking taxis at the out-of-town location, then a car should be rented; or air reservations should be booked in advance to obtain discounted fares. The following procedures apply whether the expense is being paid through a reimbursement or a direct advance.

B. Registration

Registration fees for authorized attendance at a meeting or training session will be paid by the City.

C. Transportation

The City will pay transportation costs on the basis of the lowest cost intent stated in paragraph A. Eligible transportation costs include airfare (with coach fare being the maximum), van or taxi service to and from the attendee's home and airport, destination or airport parking charges, taxi and shuttle services at the out-of-town location, trains, tolls, or rental cars. Use of a personal automobile for City business shall be reimbursed or advanced at the rate per mile in effect for such use, except in no case shall it exceed air coach fare if the vehicle is being used for getting to the destination. Government or group rates offered by a provider of transportation must be used when available.

Reimbursement or advances for use of a personal automobile on City business within a local area will not be made so as to supplement that already being paid to those persons receiving a monthly mileage allowance.

D. Lodging

Hotel or lodging expenses of the employee resulting from the authorized event or activity defined in this policy will be reimbursed or advanced if the lodging and event occurs outside of the local area. Not covered will be lodging expenses related to person(s) who are accompanying the City member, but who themselves are not on City business. In this instance, for example, the difference between single and multiple occupancy rates for a room will not be reimbursed.

Where the lodging is in connection with a conference or other organized educational activity, City-paid lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, providing that lodging at the group rate is available at the time of booking. If the group rate at the conference hotel is not available, then the non-conference lodging policy described in the next paragraph should be followed to find another comparable hotel.

Where lodging is necessary for an activity that is not related to a conference or other organized educational activity, reimbursement or advances shall be limited to the actual cost of the room at a group or government rate. In the event that a group or government rate is not available, lodging rates that do not exceed the median price for lodging for that area and time period listed on travel websites like www.hotels.com, www.expedia.com or an equivalent service shall be eligible for reimbursement or advancement.

E. Meals

1. With No Conference

Payments toward or reimbursement of meals related to authorized activities or events shall be at the Internal Revenue Service per diem rate for meals and incidental expenses for a given location, as stated by IRS publications 463 and 1542 and by the U.S. General Services Administration. The per diem shall be split among meals as reasonably desired and reduced accordingly for less than full travel days. If per diem is claimed, no receipts are necessary. Alternatively, the actual cost of a meal can be claimed, within a standard of reasonableness, but receipts must be kept and submitted for the expense incurred.

2. As Part of a Conference

When City personnel are attending a conference or other organized educational activity, they shall be reimbursed or advanced for meals not provided by the activity, on a per diem or actual cost basis. The per diem and actual cost rate shall follow the rules described in the meals with no conference paragraph.

F. Other Expenses

Payments toward or reimbursement of expenses at such functions shall be limited to the actual costs consistent with the application of reasonable standards.

Other reasonable expenses related to business purposes shall be paid consistent with this policy.

No payments shall be made unless, where available, receipts are kept and submitted for all expenses incurred. When receipts are not available, qualifying expenditures shall be reimbursed upon signing of an affidavit of expenditure.

No payment shall be made for any expenses incurred which are of a personal nature or not within a standard of reasonableness for the situation as may be defined by the Finance Department.

G. Non-Reimbursable Expenses

The City will **not** reimburse or advance payment toward expenses including, but not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;
3. Family expenses, including those of a partner when accompanying the employee on City-related business, as well as child or pet-related expenses;
4. Entertainment expenses, including theatre, shows, movies, sporting events, golf, spa treatments, etc.
5. Gifts of any kind for any purpose;
6. Service club meals;
7. Alcoholic beverages;
8. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations; and
9. Personal losses incurred while on City business.

IV ATTENDANCE

A. Budgetary Limitations

Reimbursement or advances for expenses relative to conferences, meeting or training sessions shall not exceed the budgetary limitations.

V. FUNDING

A. Appropriation Policy

It shall be the policy of the City to appropriate funds subject to availability of resources.

B. Training Sessions

Payments toward or reimbursement of expenses incurred in attendance at training sessions, will be appropriated annually through the budget process.

VI. DIRECT CASH ADVANCE POLICY

From time to time, it may be necessary for a City employee to request a direct cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to their supervisor no less than seven days prior to the need for the advance with the following information: 1) Purpose of the expenditure; 2) The anticipated amount of the expenditure (for example, hotel rates, meal costs, and transportation expenses); and 3) The dates of the expenditure. An accounting of expenses and return of any unused advance must be reported to the City within 30 calendar days of the employee's return on the expense report described in Section VII.

VII. EXPENSE REPORT REQUIREMENTS

All expense reimbursement requests or final accounting of advances received from the City Manager must be approved by the City Attorney , on forms determined by the Administrative Services Department, within 30 calendar days of an expense incurred, and accompanied by a business purpose for all expenditures and a receipt for each non- per diem item. All expense reimbursement requests or final accounting of advances received from the City Attorney must be approved by the City Manager, on forms determined by the Administrative Services Department, within 30 calendar days of an expense incurred, and accompanied by a business purpose for all expenditures and a receipt for each non- per diem item.

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, August 18, 2020 , November 2023

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 4

AUTOMOBILE ALLOWANCES AND
MILEAGE REIMBURSEMENTS

It is City of Cupertino policy that under this Compensation Program the City Manager shall be compensated fairly for the use of personal automotive vehicles on City business. In many instances the use of personal vehicles is a condition of employment due to the absence of sufficient City owned vehicles for general transportation purposes. It is not intended, however, that such a condition of employment should work an undue hardship. For this reason, the following policies shall apply for mileage reimbursements.

Those persons who occasionally are required to use their personal automobiles for City business shall be reimbursed for such use at an appropriate rate established by the City Council. Submission of reimbursement requests must be approved by the City Council.

The City Manager shall be paid a monthly automobile allowance of \$500.
The City Attorney shall be paid a monthly automobile allowance of \$350.

Employees receiving automobile allowance shall be eligible for reimbursement for travel that exceeds two hundred miles round trip.

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012

Revised October 20, 2015

Revised November 6, 2017

Revised August, 18, 2020

Revised June 15, 2021, November 16, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 5

ASSOCIATION MEMBERSHIPS AND
PROFESSIONAL PUBLICATIONS

It is City of Cupertino policy under this Compensation Program that the City Manager and City Attorney shall be entitled to City sponsored association memberships as well as receiving subscriptions to professional and technical publications. Such sponsorship, however, shall be conditioned upon the several factors as set forth below.

Each association for which membership is claimed must be directly related to the field of endeavor of the person to be benefited.

Subscriptions to or purchase of professional and technical publications may be provided at City expense providing the subject matter and material generally contained therein are related to municipal governmental operations.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, June 15,
2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 6

OVERTIME WORKED

Management employees are ineligible for overtime payments for time worked in excess of what otherwise would be considered as a normal work day or work week for other employees. However, no deduction from leave balances are made when such an employee is absent for less than a regular work day as long as the employee has his/her supervisor's approval. Nothing in this policy precludes the alternative work schedule, which may include an absence of a full eight hour day, when forty hours have been worked in the same seven day work period.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 7

HEALTH BENEFITS PLAN - EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide group hospital and medical insurance under which eligible persons under this Compensation Program and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees and their families through comprehensive health plans available only through employer sponsorship.

Although the premium cost for the insurance provided remains the ultimate responsibility of the employee in these positions, the City shall contribute the amounts listed below towards the premium or pay the full cost of the premium if less than the stated amounts.

Effective July 1, 2025, the City shall contribute toward premium cost the following amount per month.

July 1, 2025	City Max Health Contribution	City Max Dental Contribution	City Total Max Contribution
Employee	\$1,112.90	\$114.30	\$1,227.20
Employee + 1	\$2,225.80	\$114.30	\$2,340.10
Employee + 2	\$2,893.54	\$114.30	\$3,007.84

With regards to any change in the monthly medical plan premium charged by CalPERS in the plan years subsequent to 2025 (specifically, the CalPERS healthcare rate increases effective January 1, 2026, January 1, 2027 and January 1, 2028), the City's maximum contributions shall be tied to the CalPERS Kaiser Permanente plan increases and shall be capped at no more than 20% of any such total increase in aggregate between 2025 – 2028. Any required contribution amounts exceeding the premium contribution of the City are the responsibility of the employee.

Appointed employees in the City Manager and City Attorney positions will have immediate vesting of retiree medical benefits, subject to said employee retiring from City service and CalPERS.

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 7

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012, July 2013, October 2016, July 2019; December 2019, June 15, 2021, November 16, 2021 , November 7, 2023, September 3, 2025

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 8

FIXED HOLIDAYS

It is the policy of the City of Cupertino to recognize days of historical and national significance as holidays of the City without loss of pay or benefits. Recognizing the desirable times throughout the year, it is the policy of the City of Cupertino to provide days off in lieu of holidays for management and confidential employees at such times as are convenient for each employee and supervisor, when such policy is compatible with the workload and schedule of the City.

The City provides the following fixed paid holidays for eligible employees covered by this agreement:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Lunar New Year
5. Cesar Chavez Day
6. Memorial Day
7. Juneteenth
8. Independence Day
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Day Following Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

When a holiday falls on a Sunday, the following Monday shall be observed as the non-work day. When a holiday falls on a Saturday, the previous Friday shall be observed as the non-work day.

FLOATING HOLIDAY

In addition to the paid holidays, employees occupying these positions shall be provided 20 floating hours per calendar year as non-work time with full pay and benefits. Employees may accumulate floating holiday hours up to two times their annual accrual. For Calendar Year 2023, Appointed employees will receive one (1) floating holiday in lieu of Lunar New Year holiday.

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012, July 2013, November 2023

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 9

LIFE, LONG TERM DISABILITY INSURANCE, AND SHORT TERM DISABILITY INSURANCE

It is the policy of the City of Cupertino to make available group insurance for eligible persons under this Compensation Program that will mitigate the personal and family financial hardships resulting from continuing disability that prevents an employee from performing gainfully in his or her occupation. It is further the policy of the City of Cupertino to provide life insurance benefits in an amount of two and one half times the employee's annual salary to a maximum of \$250,000.00

The City Manager and City Attorney will participate in California State Disability Insurance (SDI). SDI weekly benefits are determined by the State of California and information is available on the State of California Employment Development Department website. Employee may use leave banks to supplement lost salary during the 7-day elimination period. City Manager and City Attorney shall pay the employee contribution rate of CA SDI, which will be deducted from their biweekly paychecks.

The City shall provide Long Term Disability (LTD) insurance for employees. LTD income protection coverage shall be up to \$7,000 of covered monthly salary. City Manager and City Attorney may use sick leave and/or vacation leave to supplement lost salary during the 90 day elimination period.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, October
2016, July 2019, August 18, 2020,
June 15, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 10

DEFERRED COMPENSATION

It is the policy of the City of Cupertino to provide equitable current compensation and reasonable retirement security for eligible persons under this Compensation Program for services performed for the City. The City participates in the California Public Employees' Retirement System (PERS) and deferred compensation plans have been established. Both the employee and employer may make contributions from current earnings to these plans. The purpose of this policy is to promote means by which compensation may be provided in such manner and form to best meet the requirements of the City and the needs of individual employees, thereby increasing the ability, to attract and retain competent employees.

The City shall maintain and administer means by which employees in these positions may defer portions of their current earnings for future utilization. Usage of such plans shall be subject to such agreements, rules and procedures as are necessary to properly administer each plan. Employee contributions to such plans may be made in such amounts as felt proper and necessary to the employee. Employer contributions shall be as determined by the City Council.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 11

PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION

A. Employees hired on or before December 29, 2012 Only:

For employees hired on or before December 29, 2012, the City has contracted with CalPERS for a 2.7% @55 formula.

Effective in the first full pay period in July 2017, each employee shall pay the full 8.0% of applicable salary of the employee's contribution towards CalPERS.

B. For Employees hired by the City of Cupertino on December 30, 2012 or December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations Only:

For Employees hired by the City of Cupertino on December 30, 2012 or December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations only the City has contracted with CalPERS for a 2.0% @ 60 retirement formula, three year average compensation.

Effective October 1, 2016, the City shall not pay the employee's contribution rate to the California Public Employees Retirement System (CalPERS) and each employee shall pay the full 7% of applicable salary of the employee's contribution towards CalPERS.

C. For new employees hired by the City of Cupertino on or after January 1, 2013 and do not qualify as Classic members Only:

For new employees hired by the City of Cupertino on or after January 1, 2013 and do not qualify as classic members as defined by CalPERS, CalPERS has by statute implemented a 2% @ 62 formula, three year average and employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

Adopted by Action of the City Council
July 1, 2010

Revised October 2, 2012; December 18, 2012, July 2013, October 2016, July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 12

DENTAL INSURANCE - EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide dental insurance under which eligible persons under this Compensation Program and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees.

The premium cost for the insurance provided by the City shall not exceed \$114.30* per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with Personnel Rules of the City and the provisions of the contract for such insurance between the City and carrier or carriers.*Dental Coverage: Effective the first month after Council adoption of agreement, dental coverage is capped at \$2,500.00 per dependent per annual plan year for the term of this contract.

Adopted by Action of City Council
July 1, 2010
Revised October 2, 2012; December 18, 2012,
October 2016, July 2019, July 19, 2022

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 13

ADMINISTRATIVE LEAVE

Eligible persons under this Compensation Program shall accrue eighty (80) hours of administrative leave with pay per year.

Employees may accumulate administrative leave hours up to two times their annual accrual.

Employees shall be eligible to convert administrative leave hours to pay one time each calendar year.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, October
2016; July 2019, November 16, 2021

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 14

EMPLOYEE ASSISTANCE PROGRAM

It is the policy of the City of Cupertino to provide an Employee Assistance Program for the benefit of eligible persons under this Compensation Program and their eligible dependents. The purpose of this program is to provide professional assistance and counseling concerning financial, legal, pre-retirement, and other matters of a personal nature.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 15

HOUSING ASSISTANCE PROGRAM

Housing assistance may be offered to eligible persons under this Compensation Program pursuant to Resolution No. 15-092 as amended.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012
Revised October 20, 2015; July 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
Policy No. 16

VISION INSURANCE — EMPLOYER CONTRIBUTION

It is the policy of the City of Cupertino to provide vision insurance under which employees and their dependents may be covered. The purpose of this program is to promote and preserve the health of employees.

The premium cost for the insurance provided by the City shall not exceed \$14.94 per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with the provisions of the contract between the City and carrier or carriers providing vision insurance coverage,

Adopted by Action of the City Council July 1, 2010
Revised October 2, 2012; December 18, 2012

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 17

EDUCATION REIMBURSEMENT PROGRAM

It is the intent of the City to recognize the value of continuing education and professional development of its employees; and to adopt an Education Reimbursement Program which will encourage employees to avail themselves of City job related educational opportunities that will advance their knowledge and interests in the direction of their career path. Courses should either: a) maintain or improve job skills in the employee's current position; b) be expressly required by the City or by law; or c) prepare the employee to become a competitive applicant for a different position with the City.

The Education Reimbursement Program is a benefit to all eligible, full time benefited employees and provides education reimbursement of up to two thousand dollars (\$2,000) per calendar year for the cost of registration, required textbooks and/or materials and parking. Employees who wish to seek reimbursement from the City for educational program costs shall provide a written request for reimbursement in advance of enrollment to the Human Resources Division. The form provided shall include the type of training, sponsoring organization or institution, meeting times and costs. Human Resources and the employee's department head will make the determination if the chosen education program is eligible for reimbursement.

No employee shall receive any reimbursement until they have provided satisfactory proof of successful completion of the coursework with a grade of "C" or above, or "Pass" in the case of a Pass/Fail course. Such proof of completion shall be provided within 30 days of the conclusion of the course.

Education reimbursement is a taxable benefit under IRS Code. Education reimbursement will be applied to the calendar year in which the course is passed and satisfactory proof of completion is submitted.

Mandatory or annual coursework, attendance at conferences and training required to maintain job specific certifications or proficiencies are not included in the Education Reimbursement Program.

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 18

CITY SPONSORED RECREATION AND WELLNESS PROGRAMS

Eligible appointed employees shall have the privilege of enrollment in City sponsored recreation programs at the City residents' fee structure and in preference to non-residents wishing to enroll. Each calendar year, employees and family members on the employee's dental plan are eligible to be reimbursed up to \$500 per employee in Rec Bucks. Employees shall be reimbursed for approved recreation services in accordance with the City's Recreation Buck Policies. Programs allowing for preregistration will be reimbursed after completion of the program, including those allowing for or requiring preregistration in the calendar year prior to reimbursement. Reimbursements shall be applied to the year in which they are received. Benefited employees will also receive a free employee-only annual Cupertino Sports Center membership. Part-time benefited employees will have the annual amount of Recreation Bucks prorated based on number of hours worked. Recreation Bucks are a taxable benefit under IRS Code, and must be used by the employee within the calendar year and are non-transferrable.

City employees are eligible to participate in the City's wellness program as provided for in the City's Administrative Rules and Regulations.

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

EXEMPT POSITIONS

The salaries, wages, or rates of pay for City Attorney and City Manager employees whose positions are exempt under the provisions of the Cupertino Municipal Code, are set forth below. Only the City Council can modify these rates.

Monthly Salary Effective June 3, 2019

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$19,916.67

Monthly Salary Effective June 3, 2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$22,916.66

Monthly Salary Effective June 15, 2021

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$22,916.66
City Attorney	\$0	\$0	\$0	\$0	\$21,250.00

Monthly Salary Effective January 3, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$24,000.00
City Attorney	\$0	\$0	\$0	\$0	\$21,250.00

Monthly Salary Effective July 20, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$24,833.33
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective August 29, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,075.00
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective the First Full Pay Period of July, 2023

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$23,333.33

Monthly Salary Effective December 3, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00

Monthly Salary Effective May 2, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$26,987.63
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00
Interim City Manager	\$0	\$0	\$0	\$0	\$24,583.33

Monthly Salary Effective July 15, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Interim City Manager	\$0	\$0	\$0	\$0	\$25,812.50
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00

Monthly Salary Effective November 18, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	\$0	\$0	\$0	\$0	\$27,250.00
City Attorney	\$0	\$0	\$0	\$0	\$25,875.00



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PRESS RELEASE

FOR IMMEDIATE RELEASE

November 19, 2025

CONTACT:

samanthal@cupertino.gov

City Council Appoints Tina Kapoor as New City Manager

Cupertino, CA — November 19 – The Cupertino City Council appointed Tina Kapoor as Cupertino’s new City Manager on Tuesday evening, making permanent the City Council’s decision to appoint Kapoor as Interim City Manager in May 2025.

Kapoor brings almost 25 years of local government experience to the role, rising from an entry-level job through positions of progressively increasing responsibility in the cities of San José, Fremont, and Cupertino. Prior to her appointment as Interim City Manager, she served as Cupertino’s Interim Assistant City Manager, Deputy City Manager, and Economic Development Manager, where she played key roles in strategic planning, community engagement, organizational development, and strengthening Cupertino’s local business landscape.

Before joining Cupertino, Kapoor led major economic development initiatives in the cities of Fremont and San José, supporting business growth, downtown revitalization, and workforce development. Her reputation for collaborative leadership, creativity, and community-centered problem-solving has earned her recognition from the Silicon Valley Business Journal as a Woman of Influence in Silicon Valley.

Kapoor immigrated to the United States from India in 1999 and is Cupertino’s first Indian American City Manager.

“Tina Kapoor’s experience, work ethic, and leadership make her exceptionally well-suited to guide Cupertino forward,” said Mayor Liang Chao. “Tina has been a great partner for the City Council since she was appointed Interim City Manager, and I look forward to working with her to continue to strengthen our organization.”

As City Manager, Kapoor will oversee all municipal operations, implement City Council policy direction, and continue advancing Cupertino’s priorities.

“I’m honored to serve as Cupertino’s City Manager,” Kapoor said. “I look forward to supporting our strong City team and collaborating with Council and the community to maintain the high level of service that the City provides to our residents while developing a vision for the City’s future.” Kapoor assumed the permanent City Manager role effective November 19.

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CC 11-18-2025

Item No. 16

Potential sale and
appointment of
negotiator for Mary Ave
property

Supplemental Report

TO: **Public Memorandum**

CC: **Cupertino City Council**

FROM: **Floy Elizabeth Andrews
Anne Nelson Lanphar
Michelle Hernandez**

DATE: **November 17, 2025**

RE: **Mary Avenue Project**

Various questions have been raised with respect to the vacation of Mary Avenue and the City's compliance with the Surplus Land Act with respect to the Mary Avenue Project ("**Project**"), as well as the demand that the agenda item appointing negotiators for the Project Land be removed from the consent calendar at the November 18, 2025 City Council meeting.

For purposes of this Memo, the land for the Project is hereinafter referred to as the "**Project Land**".

1. Vacation of Mary Avenue with respect to Project Land.

a. Subdivision Map Act. The City owns the fee interest of the applicable portion of Mary Avenue. In May 2023 the City filed parcel map in Book 953 of Maps, at Pages 53 & 54, creating one (1) legal parcel identified as APN 326-27-053, which is the Project Land. It appears the City has not yet completed the vacation process for the ROW with respect to the Parcel.

The assertion that the Parcel has not been legally created due to this fact is irrelevant as the City is exempt from the Subdivision Map Act and can convey the Project Land by a metes and bound description. Govt Code 66428(a).

b. Vacation Process. Prior to transfer of the Project Land the City will need to comply with the vacation process. The Streets and Highways Code (§ 8300 et seq.) does not establish any specific timing requirements regarding when a non-summary vacation must occur within the broader project or transactional timeline. Accordingly, the City remains within the permissible timeframe to undertake the vacation process and will do so at the appropriate stage. The appointment of real estate negotiators for the Project is consistent with, and does not conflict with, the requirements of applicable law.

2. Surplus Land Act (Gov. Code §§54220–54234).

a. Surplus Land. The Surplus Land Act applies to all governmental land that an entity determines to be no longer required and which it intends to dispose.

General disposition of such surplus land requires compliance with specific requirements as set forth in the Regulations and further detailed in Article II, which includes certain findings by the City and the issuance of a Notice of Availability to be provided to all persons/entities who have filed a statement of interest with HCD, specifies negotiation restrictions, sets a methodology for prioritizing proposals received, and well as good faith negotiations process, among others (“**General SLA Requirements**”).

b. Exemptions. Importantly, Regulation 103 of the Surplus Land Act provides a list of exemptions from compliance with the General SLA Requirements.

With respect to the Project Land, the City is proceeding under exemption (c) stated in Regulation 103, which applies to city-owned surplus land to be transferred for the development of affordable housing. This exemption applies to the Project Land.

Regulation 103(a) specifically states: “These Guidelines apply to the disposal of all surplus land and exempt surplus land, as defined in Government Code section 54221. ***However, exempt surplus land is not subject to Articles II and III of these Guidelines.***” (emphasis added.)

The City is in compliance with the SLA with respect to the Project Land.

Once a disposition and development agreement is negotiated with the affordable housing developer and IF approved by the City Council, the resolution of exempt surplus land and the DDA will be provided to HCD.

CC 11-18-2025

Item No. 18

City Manager's First
Quarter Financial
Report for FY 2025-26

Desk Item



ADMINISTRATIVE SERVICES DEPARTMENT

CITY HALL
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CUPERTINO.GOV

CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: November 18, 2025

Agenda Item #18

Subject

City Manager's First Quarter Financial Report for Fiscal Year (FY) 2025-26; Budget Modification decreasing appropriations by \$674,221 and increasing revenues by \$503,628 resulting in a \$1,177,849 increase to unassigned fund balance

Recommended Action

1. Accept the City Manager's First Quarter Financial Report for Fiscal Year 2025-26; and
2. Adopt Resolution No. 25-XXX approving Budget Modification No. 2526-419, decreasing appropriations by \$674,221 and increasing revenues by \$503,628 resulting in a \$1,177,849 increase to unassigned fund balance

Background:

Staff's responses to questions received from councilmembers are shown in italics.

Q1: I appreciate the level of detail in the latest financial report. While the 2024-25 financial report looks fine, with revenue coming in above expectations (to note, primarily due to mark to market adjustments) and expenses coming in below, the Q1 2025-26 \$21.6M deficit raises some questions.

Revenues: How much in sales taxes are we expecting to be returned by CDTF? Will it be similar to the prior year? Assuming that amount is returned and brings us back to, we still have the \$31M in expenses to contend with. Should we be concerned that revenues and expenses are so greatly imbalanced?

Expenses: There is a \$3.2M one-time transfer to capital reserves -- which fund is this exactly? Per the latest ACFR we have a \$10M capital projects reserve, \$24M economic uncertainty reserve, \$124K sustainability reserve and a sales tax repayment reserve (although I believe there have since been changes to this fund). Were we somehow using these reserves and need to replenish them, or are we adding them?

Staff Response: The city estimates sales tax revenue for Fiscal Year 2025-26 Adopted Budget is \$11.9 million. The current variance in the first quarter revenue is driven by sales tax and not receiving the typical advance disbursement from the California Department of Tax and Fee Administration (CDTFA) due to the settlement agreement. The \$31 million dollars spent to date is trending higher than in prior years, but with revenues expected to materialize at the budgeted level at first quarter, we estimate ending the fiscal year utilizing only \$1.1 million of the estimated unassigned fund balance. This balance is currently projected at \$65.5 million.

The \$3.2 million-dollar one-time transfer transferred to the Capital Reserve Fund (429). The \$10 million capital project reserve listed in the FY24 ACFR was defunded to assist with funding the sales tax repayment reserve. That reserve is now the "For Future Use" reserve. The City has a policy that outline how these funds can be used and a replenishment process. That policy can be found by going to www.cupertino.org/finance then scroll down and select, budget and reports, scroll down to archive and select Financial Policies and select "Committed, Unassigned Fund Balance, and Use of One Time Funds Policy."

Attachments Provided with Original Staff Report:

- A – Fiscal Year 2025-26 First Quarter Financial Report
- B – Draft Resolution
- C – Description of Carryovers and Adjustments as of September 30, 2025
- D – Description of Budget Transfers as of September 30, 2025
- E – First Quarter Recommended Budget Adjustments
- F – FY 2025-26 First Quarter Special Projects Update as of September 30, 2025
- G – Competitive and Non-Competitive Citywide Grants Tracking
- H – FY 2025-26 First Quarter CIP Project Status

CC 11-18-2025

Item No. 18

First Quarter Finance
Report for Fiscal
Year 2025-26

Supplemental Report



ADMINISTRATIVE SERVICES DEPARTMENT

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CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: November 18, 2025

Agenda Item #18

Subject

City Manager's First Quarter Financial Report for Fiscal Year (FY) 2025-26; Budget Modification decreasing appropriations by \$674,221 and increasing revenues by \$503,628 resulting in a \$1,177,849 increase to unassigned fund balance

Recommended Action

1. Accept the City Manager's First Quarter Financial Report for Fiscal Year 2025-26; and
2. Adopt Resolution No. 25-XXX approving Budget Modification No. 2526-419, decreasing appropriations by \$674,221 and increasing revenues by \$503,628 resulting in a \$1,177,849 increase to unassigned fund balance

Background:

Staff's responses to questions received from councilmembers are shown in italics.

Q1: Can you explain how we are beginning the first quarter with \$182M and ending it quarter with \$155M?

That does not look like things are going in the right direction. Can you explain?

I went to opengov and it seems to me that the anticipated sales-tax-revenue is too high.

I would like to understand how the City determined the anticipated sales-tax revenues for 2025/26.

Previously, revenue from tax-sharing agreements with Apple and Insight, see third attachment, were rolled into sales-tax-revenue, so there was no transparency as to how much income we were deriving from these agreements. We all know that the Apple agreement has been terminated. But what about Insight? Please explain how we have anticipated the revenue drop from the loss of that agreement? I haven't attended all council meetings, but I have not seen mention of the loss of that income.

In looking at CDTFA data, there have been zero sales-tax income distributions from the state since May 2025. The first attachment is a report that I generated from the CDTFA (I removed the pennies and added commas for the thousands). By comparison, see the second attachment shows the City of Campbell. So you can see that there are six months of zero income for Cupertino where Campbell has these fields populated. There is some explanation on page 11, but can you please provide some more color here? We don't have transparency on a full six months of data! In detail, why is this happening? And, what do we anticipate that the numbers should be?

According to open gov, it is expected that sales-tax-revenue will rise – I am not that optimistic. Please explain more.

I am glad that we'll probably have a good year for TOT (hotel tax revenue) with the football Superbowl and the big soccer matches coming, but that will be a one-time revenue opportunity.

Finally, please go through the CIP project status line-by-line, I think that there are some opportunities for savings there.

Staff Response: See excerpt from page 25 of the First Quarter Financial Report staff report:

As of first quarter, staff anticipate the General Fund will end FY 2025-26 with \$183 million in fund balance, an increase of \$26.9 million from the FY 2025-26 Adopted Budget fund balance projection. The increase from the Adopted Budget is a result of both year-end revenues exceeding expenditures and budget savings achieved in the prior fiscal year. It's important to note that the only portion available for use, according to City policy, is unassigned funds. Committed funds are set aside for specific purposes determined by City Council resolution. Restricted funds, such as the Section 115 Pension Trust, are allocated for specific purposes stipulated by external resource providers. Assigned funds are reserved for encumbrances. Of the total fund balance, \$65.5 million is unassigned and available to be used.

Approximately \$10.7 million of unassigned fund balance is attributed to Vallco Town Center plan check and building inspection revenues that were carried over. These revenues will continue to be carried over each year until the services are rendered, and the revenues are recognized.

General Fund Classification of Fund Balance (\$ in millions)

Classification	Actual 2023-24	Unaudited 2024-25	Adopted Budget 2025-26	1st Quarter Projection 2025-26
Non Spendable	\$ 3.4	\$ 4.0	\$ 3.5	\$ 4.0
Restricted	23.3	25.8	22.1	24.8
Committed	108.6	88.6	87.2	88.6
Assigned	4.7	7.3	-	-
Unassigned	26.0	56.1	43.3	65.5
TOTAL FUND BALANCE	\$ 166.1	\$ 181.8	\$ 156.0	\$ 183.0

*Q1 Year-End Projections assume budgeted revenues and expenditures are fully collected and incurred. Fund balances do not consider City Council actions after September 30, 2025.

The excerpt from the financial report above shows \$181.8 million in estimated ending fund balance for FY25. The FY Adopted Budget fund balance number was estimated by taking FY24 beginning fund balance and assuming revenue materializing and all budget being expended for FY 25 and FY 26. As discussed in the report, revenue has exceeded budget across almost all revenue categories and expenditures materialized under budget, this has resulted in an increase in estimated ending fund balance in FY25 that carries over into FY26 beginning balance resulting in an updated year-end estimate of \$183 million.

The sales tax sharing agreement with Apple has not been terminated. Unrelated to the agreement, the City has forecasted approximately a 90% drop in sale tax revenue including the direct allocation and pool share due to the impact of the California Department of Tax and Fee Administration (CDTFA) audit and subsequent settlement agreement. The Insight sales tax sharing agreement is due to expire on June 30, 2026, and staff are working with the City Attorney's Office to determine what action if any the City needs to take in regard to that agreement.

Per the settlement agreement with CDTFA the City has a payback amount due. These payments are processed by reducing the amount an agency would have received in sales tax dollars. The CDTFA is expected to release sales tax revenues generated in calendar quarter three (July–September) during the week of November 17, 2025. Staff will continue to closely monitor these distributions and will update the City Council as new information becomes available.

For FY 2025-26 sales tax revenue is budgeted at \$12.0 million, a decrease from prior year's amended budget. The estimates are made together with our sales tax consultant HDL, considering the CDTFA settlement agreement, any tax sharing agreements, historical trend analysis, and economic analysis based on sales tax sector.

Attachments Provided with Original Staff Report:

- A – Fiscal Year 2025-26 First Quarter Financial Report*
- B – Draft Resolution*
- C – Description of Carryovers and Adjustments as of September 30, 2025*
- D – Description of Budget Transfers as of September 30, 2025*
- E – First Quarter Recommended Budget Adjustments*
- F – FY 2025-26 First Quarter Special Projects Update as of September 30, 2025*
- G – Competitive and Non-Competitive Citywide Grants Tracking*
- H – FY 2025-26 First Quarter CIP Project Status*

CC 11-18-2025

Item No. 19

FY 25-27 City Work
Program and TBD
List

Supplemental Report



CITY MANAGER'S OFFICE

CITY HALL
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CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: November 18, 2025

Agenda Item #19

Subject

Review first quarterly update for the FY 25-27 City Work Program and make modifications with items from the TBD list

Recommended Action

- 1) Receive first quarterly update for the FY 2025-27 City Work Program;
- 2) Review the TBD list and the FY 25-27 City Work Program, make any desired modifications to finalize the council priority projects

Background:

Council has requested modification to the TBD list (Attachment C). The updated TBD list is provided with this supplemental report as Attachment D. Staff have also updated the Q1 Dashboard Printout (Attachment B) after a resident brought to our attention that it had incorrect page numbers. This is included as Attachment E.

Attachments Provided with Original Staff Report:

- A. FY 2025-2027 City Work Program
- B. Q1 Dashboard Printout
- C. TBD List as of November 2025

Attachments Provided with Supplemental 1:

- D. TBD List as of November 2025 – Updated
- E. Q1 Dashboard Printout – Updated

D - TBD List as of November 2025

#	Requested Item	Requestor/ Second	Date Requested	Recommendation/ Council Motion	Date Council Approved
1	Consider a policy to provide access to documents made available for closed sessions ahead of time with proper security measures. Accordingly, Councilmembers can read the materials before and after a closed session.	Requestor: Chao Second: Moore	At 7/16/24 Council meeting	On 2/4 Council voted to keep this item on the TBD list until it is added to the Council Procedures Manual. Staff recommends removing this item from this list once it has been heard by the City Council.	2/4/25
2	Review the Cupertino City Council Procedures Manual	Requestor: Chao Second: Moore	At 12/3/24 Council meeting	Revisions to the manual were done at the March 18 City Council Meeting. Staff recommends removing this item from this list once it has been heard by the City Council.	7/1/25 approved by council to agendize
3	Restore the previous responsibilities of the Audit Committee (Motion: An action item to restore the Audit Committee's previous responsibilities. The motion passed with the following vote: Ayes: Chao, Moore, and Wang. Noes: Fruen and Mohan. Abstain: None. Absent: None).	Requestor: Chao	At 12/17/24 Council Meeting	On 2/4 Council voted to agendize this discussion. On 5/20 Council directed the Audit Committee to discuss their scope and bring recommendations to Council. The Audit Committee discussed this at the July 28 meeting and recommendations were brought to Council at the October 7 CC meeting. Council directed this item to return to the Audit Committee for further discussion. Staff recommends removing this item from this list once it has been heard by the City Council.	2/4/25 approved by council to agendize
4	A study session to consider regulations on sound amplification devices in parks (Motion: A friendly amendment was approved to hold a study session on this item. Add this item to an agenda: Amend CMC Section 13.04.120 Use of	Requestor: Moore Second: Chao	At 9/17/24 Council meeting	Staff recommends removing this item. Sound amplification is currently allowed in parks with a valid City permit as specified in CMC 13.04.120 Use of Park Property Section I.	2/4/25 approved by council to agendize

D - TBD List as of November 2025

#	Requested Item	Requestor/ Second	Date Requested	Recommendation/ Council Motion	Date Council Approved
	Park Property “No person in the park shall do any of the following: ... 1. Use any system for amplifying sounds, whether for speech or music or otherwise, unless an exclusive use permit is first secured,” as... “No person in a park shall do any of the following: ... 1. Use any system for amplifying sounds, whether for speech or music or otherwise, in an unreasonable loud manner, unless an exclusive use permit is for secured,” where the definition of “unreasonably loud manner” means “the volume of sound in the use or operation of any sound application equipment if such sound can be heard by a person from fifty (50) or more feet from the source of the amplification” (as defined in Oakland Muni Code)				
5	Guidelines and Procedures regarding Proclamations and Certificates (Motion: A friendly amendment was approved to agendize this item as appropriate.)	Requestor: Chao	1/15/25 added by email. Email attached below.	Staff recommends removing this item because each Mayor establishes their own ceremonial calendar at the beginning of each year.	2/4/25 approved by council to agendize
6	Grant Policy Update	Requestor: Chao	6/13/25 Verbal Request	This item is tentatively scheduled for January 2026. Staff recommends removing	7/1/25 approved by

D - TBD List as of November 2025

#	Requested Item	Requestor/ Second	Date Requested	Recommendation/ Council Motion	Date Council Approved
		Second: Moore		this item from this list once it has been heard by the City Council.	council to agendize
7	Revisions to Commissioners Handbook pursuant to updates in the City Council Procedures Manual (accompanies amendments from March 2025 to Procedures Manual)	Requestor: Chao Second: Moore	12/3/24	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
8	A study session on Memorial Park and the proposed design. Most people I've spoken to love Memorial Park the way it is now where it is mostly naturally space, rather than one jam packed with stuff in the proposed plan. I hope to consider a minimalist option with upgrade of existing features and only include some low impact features. And reduce the cost. Maybe we might refer it to Parks and Rec Commission to consider options.	Requestor: Chao	9/23/25 added by email	Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A
9	Study Session on updates to the Policies and Guidelines on Sister Cities, Friendship Cities, and International Delegations pertaining to international travel (Postponed on April 2, 2025)	Requestor: Chao Second: Wang	At 3/4/25 Council meeting	The policy will be coming to Council in February 2026. Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
10	Study session regarding potential ballot measure to protect frontage retail; rezoning of mixed-use sites to preserve retail	Requestor: Chao Second:	9/15/25 Verbal Request and 11/4/25	Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A

D - TBD List as of November 2025

#	Requested Item	Requestor/ Second	Date Requested	Recommendation/ Council Motion	Date Council Approved
		Moore/ Wang	added by email		
11	Consider establishing protections for parkland, similar to those adopted by the cities of Sunnyvale and Milpitas	Requestor: Moore Second: Chao	9/30/25 Verbal Request	Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A
12	Formation of a City Council Subcommittee on Festival/Facilities Fee Waiver Policy	Requestor: Chao Second: Moore	9/29/25 Verbal Request	This item will be drafted as a Council consent item.	N/A
13	Review of contractual duties and scope of work for Cupertino Chamber of Commerce agreement.	Requestor: Chao Second: Moore	10/1/25 and 11/10/25 added by email	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
14	Study Session on various fees; in lieu, enterprise at BBF and McClellan Ranch, AB 1600 SB 1	Requestor: Moore Second: Chao	Added in agenda review	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
15	Study Session to review the Arts & Culture Commission's recommendation to the Municipal Code standards for art in public and private development, including the standards in the Municipal Code and developing an Art-in-lieu fee policy. (Application No. MCA-2025-003)	Added by City Council	Added at 10/21/25 CC Meeting	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A

D - TBD List as of November 2025

#	Requested Item	Requestor/ Seconder	Date Requested	Recommendation/ Council Motion	Date Council Approved
16	Review placement, design, and approval process for bike rack installations in City parks;	Requestor: Moore Seconder: Chao	11/10/25 added by email	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
17	Discuss the future of Blackberry Farm Golf Course - From CIP Budget Book FY 2024-25: "The current facility that was constructed in the 1960's is functionally outdated and lacks many of the amenities that are found at successful golf course operations. The 1960's irrigation system is failing due to age, which results in an excessive use of water and labor to maintain the system. The increasing retail cost of water exacerbates the operational inefficiency. The facilities lack a driving range, and instructional areas limit their potential to attract new users. The existing restaurant needs full renovation in order to attract banquets, weddings and other non-golf-related events. This study would build on the December 2015 report and recommendations made by the National Golf Foundation, Inc. The outcome of the study will help determine the level of investment	Requestor: Mohan Seconder: Fruen	11/11/25 added by email	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A

D - TBD List as of November 2025

#	Requested Item	Requestor/ Seconder	Date Requested	Recommendation/ Council Motion	Date Council Approved
	required in the facility. Study and public outreach are complete. Staff will present to City Council for direction." When will this matter come before Council?				
18	Discuss the future of Blackberry Farm Swimming Pool - Improvements to the two pools at BB Farm needed. Bid and permit processes were underway. Has construction been completed?	Requestor: Mohan Seconder: Fruen	11/11/25 added by email	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
19	Explore Red Light Cameras in Cupertino	Requestor: Moore Seconder: Chao	10/9/25 verbal request	Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A
20	Options for Expanding Housing Element Site Inventory to Address Potential Shortfall in Zoned Capacity	Requestor: Fruen Seconder: Mohan	11/12/25 added by email	Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A
21	Public outreach and engagement strategy – establishing citywide standards to embed meaningful engagement into every city project			Staff recommends considering this item for the FY 25-27 CWP to discuss status of current projects and staff capacity to take on new ones.	N/A

D - TBD List as of November 2025

#	Requested Item	Requestor/ Second	Date Requested	Recommendation/ Council Motion	Date Council Approved
22	Approval process for any entity to place their logo, name, brand, on any City property	Requestor: Chao Second: Moore	11/13/25 in agenda review	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
23	Veterans Day Event Support	Requestor: Moore Second: Chao	11/13/25 in agenda review	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A
24	Veterans Day Memorial Maintenance	Requestor: Moore Second: Chao	11/13/25 in agenda review	Staff recommends removing this item from this list once it has been heard by the City Council.	N/A

Fiscal Strategy

- 1.1 Streamline permitting process for small businesses
- 1.2 Retention and recruitment of retail and small businesses: Explore options to support small businesses/startups, fill empty storefronts, and encourage entry of new forms of retail to promote revitalization
 - Explore more themed events like restaurant week, and other festivals to bring vitality to Cupertino businesses
 - Improve placemaking in the city and the city's revenue stream

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$200,000.00	\$200,000.00	\$1,440.31	\$198,559.69	11/10/2025	City Manager's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Research	 In Progress	7/1/2025	3/31/2026	1.1 Staff held individual meetings with County Fire and the Cupertino Sanitary District, external agencies involved in the permitting approval process, to discuss permitting for small businesses. Staff also engaged with businesses across different stages of the permitting process to better understand their overall experiences with internal and external permitting process. 1.2 Staff reviewed and analyzed data sources that can be utilized in the development of the Economic Development Data Dashboard.	5.00
1.2	Execution Phase	 In Progress	7/1/2025	7/1/2026	1.2 As part of the City's ongoing Shop Local program, staff implemented two new initiatives: Dine Out for the 4th in July and Restaurant Week in October. As part of Restaurant Week's business support efforts, staff, in partnership with the Cupertino Chamber of Commerce, hosted a technical assistance workshop in October to help businesses learn strategies for attracting and retaining customers, further strengthening community engagement and program visibility. More information can be found on the Economic Development webpage. 1.2 Staff completed a full upload of active business license data to the Business Directory database and added new resource providers to the Business Resource Directory. Currently, the Business Directory features more than 1,300 businesses, and the Resource Directory includes over 40 resource providers.	30.00

Fiscal Strategy

1.1 Streamline permitting process for small businesses

1.2 Retention and recruitment of retail and small businesses: Explore options to support small businesses/startups, fill empty storefronts, and encourage entry of new forms of retail to promote revitalization

- Explore more themed events like restaurant week, and other festivals to bring vitality to Cupertino businesses
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Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$200,000.00	\$200,000.00	\$1,440.31	\$198,559.69	11/10/2025	City Manager's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.3	Outreach	 In Progress	7/1/2025	7/1/2026	1.2 For the Dine Out and Restaurant Week initiatives, staff conducted targeted business outreach through door-to-door visits, phone calls and emails. Staff developed promotional videos and promoted the programs across the City's social media channels. The Chamber also helped with outreach efforts by encouraging participation. For increased visibility, a "Dine Local. Dine in Cupertino." banner was installed on Stevens Creek Boulevard and participating businesses received branded posters and window clings to display at their storefronts. Yard signs promoting the campaign were placed in the public right-of-way throughout the city. Additionally, staff distributed postcards at community events to encourage community participation. Local media coverage also helped raise awareness and promote community participation.	30.00
1.4	Closing Processes	 Future	7/1/2026	7/1/2026	Project will be complete upon the conclusion of the execution phase.	0.00

Fiscal Strategy

1.3 Create a small business council, provide regulatory support.

1.4 Restore the Economic Development Committee

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	City Manager's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Planning Phase	✓ Complete	7/1/2025	8/31/2025	The City Council reinstated the EDC through Ordinance 25-2273, which was approved following a first reading on July 1, 2025, and a second reading on July 15, 2025. The ordinance took effect 30 days later, on August 14, 2025.	100.00
1.2	Outreach	✓ Complete	7/1/2025	10/7/2025	The application period for the EDC closed on September 2, 2025. The City Council conducted interviews on September 15, 2025, and appointed five members representing the following industries: Hospitality/Tourism, Technology, Commercial Real Estate, Education, and Retail/Small Business. On October 7, 2025, the City Council designated a primary and alternate representative from the City Council to the EDC. Information on the EDC and the new appointees can be found on the EDC webpage.	100.00
1.3	Design Phase	● In Progress	9/15/2025	11/30/2025	A press release announcing the reinstatement of the EDC was issued on September 19, 2025. During the week of September 22, staff facilitated onboarding and orientation activities, which included administration of the oath of office, orientation, establishment of City email accounts, creation of the Committee's webpage, and completion of other administrative setup tasks.	95.00

Fiscal Strategy

- 1.3 Create a small business council, provide regulatory support.
1.4 Restore the Economic Development Committee

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	City Manager's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.4	Execution Phase	☐ Future	11/15/2025	12/31/2025	The EDC will host its first quarterly meeting before the end of calendar year 2025, with regular quarterly meetings to continue thereafter.	0.00
1.5	Closing Processes	☐ Future	1/1/2026	6/30/2026	This project will close out once a subcommittee within the EDC is established. This subcommittee will focus on providing regulatory support through the formation of a Small Business Council.	0.00

Grants Analyst

Fiscal Strategy

Explore a Grants Analyst Position

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	Administrative Services

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Planning Phase	✓ Complete	7/1/2025	7/31/2025	Contacted current list of qualified candidates on the MA list to determine interest. Held selection interviews with qualified candidates and performed reference checks of top candidate.	100.00
1.2	Execution Phase	✓ Complete	8/1/2025	10/31/2025	Did not pursue offer to candidate. Staff pivoted to open recruitment approach for broader candidate outreach; finalized preparation for position posting. Position was posted 9/3 with interviews concluded by the middle of October.	100.00
1.3	Closing Processes	● In Progress	10/20/2025	12/31/2025	Reference checks and final offer presented to candidate. Start date anticipated in December.	50.00

Permit Streamlining and Simplification for Small Home Upgrades

Quality of Life

Develop a suite of improvements to (1) improve access to, and (2) speed the processing of permits for small home upgrades so as to enhance compliance and improve overall efficiency. Improve turnaround times. Set SLA's for staff and outsourced reviewers, customer service KPI's, templates to reduce back and forth, internal staff expertise to reduce consulting expenses.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	 In Progress	7/1/2025	12/31/2025	Exploration of industry standards and regional practice	50.00
1.2	Planning Phase	 In Progress	1/3/2025	2/20/2026	Compare with existing process and methods/paths to update; identify potential cost of software update and/or materials	50.00
1.3	Procurement Phase	 Future	2/20/2026	3/31/2026	If software update and/or new materials are necessary, begin purchasing process.	0.00
1.4	Execution Phase	 Future	4/1/2026	5/29/2026	Update procedures and process and any public handouts, update city website.	0.00
1.5	Closing Processes	 Future	6/1/2026	6/30/2026	Project will be completed once updates have been made.	0.00

Financial, Investment, and Cashflow Policy Review

Fiscal Strategy

Review and assess the City's investment policy and best practices with an analysis of quarterly treasurers report. Establish a cashflow management policy with the goal to reduce the total percentage in cash from 20% to 2% and to reduce the total percentage in cash and cash-equivalent to at most 10%, on par with other cities.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	11/10/2025	Administrative Services

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Research	✓ Complete	7/1/2025	9/30/2025	1. Investment Policy (IP): Researched other agencies. Additional research still needed for refinement of policy and quarterly report 2. Cash Flow Policy (CFP): Researched other agencies and have begun developing a policy and cash flow model.	100.00
1.2	Planning Phase	✓ Complete	7/1/2025	9/30/2025	1. IP: Start drafting policy 2. CFP: Draft policy has been created but still being refined before ASD and CM review. Cash flow model is complete and in test.	100.00
1.3	Execution Phase	● In Progress	10/1/2025	6/30/2026	1. IP: complete policy 2. CFP: complete policy	50.00

Defensible Impact Fee Nexus Study for Traffic Impact Fee, Retail Impact Fee, BMR Impact Fee, and Parkland Impact Fee

Fiscal Strategy

Conduct nexus studies to review a range of impact fees, such as Traffic Impact Fee, Retail Impact Fee, BMR Impact Fee, and Parkland Impact Fee, and other means of offsetting conversion of commercial land uses to residential to ensure the impact fees are defensible against legal challenges.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$1,000,000.00	\$1,000,000.00	\$0.00	\$1,000,000.00	11/10/2025	City Attorney's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Research	 In Progress	10/1/2025	11/30/2026	Research impact fees in other cities and legal parameters for each fee. This item was intended to start in year 2 but staff have already begun preliminary discussions.	20.00
1.2	Planning Phase	 Future	11/30/2026	1/31/2027	Present options and findings to Council and determine next steps.	0.00
1.3	Execution Phase	 Future	1/31/2027	5/31/2027	Implement fees as applicable pending Council direction.	0.00
1.4	Closing Processes	 Future	5/31/2027	6/30/2027	Project will be completed once updates are made.	0.00

Water Conservation Policies

Environmental Sustainability

- 1) Reduce irrigation while increasing pollinator supporting vegetation (turf conversion).
- 2) Optimize irrigation systems including CUSD use agreement sites.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	 In Progress	7/1/2025	11/12/2025	1) Locate areas of unprogrammed turf that would facilitate pollinator vegetation. 2) Prepare for pilot study to verify appropriate water usage.	70.00
1.2	Procurement Phase	 Future	11/12/2025	12/31/2025	1) Procure consultant to prepare drawings for turf conversion.	0.00
1.3	Planning Phase	 In Progress	10/1/2025	7/31/2026	2) Initiate irrigation pilot study to verify appropriate water usage.	25.00
1.4	Design Phase	 Future	1/1/2026	5/31/2026	1) Prepare plans for turf conversion. Coordinate effort with Sustainability Commission.	0.00
1.5	Execution Phase	 Future	5/31/2026	7/31/2026	1) Convert turf to pollinator vegetation.	0.00
1.6	Closing Processes	 Future	7/31/2026	9/30/2026	2) Evaluate pilot irrigation program and establish next steps as necessary.	0.00

Enhance Senior Services

Quality of Life

6.1 Due to the high cost of senior centers, many seniors have to "age in place", but do still need services typically provided in senior centers, in addition to common home maintenance.

6.2 Utilizing the survey results conducted in 2022 and 2023 to meet the needs of Cupertino seniors

6.3 Consider consultant services similar to Palo Alto or Saratoga Senior Center to enhance services, while reducing cost to the city.

NOTE: Cupertino Age-Friendly could make a presentation on the result of 2023 survey, in collaboration with the city staff.

NOTE: Successful Aging Solutions & Community Consulting (SASCC), who runs the Saratoga Senior Center could provide a free gap analysis and feasibility analysis

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$65,000.00	\$65,000.00	\$951.18	\$64,048.82	11/10/2025	Parks & Recreation

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Research	 In Progress	7/1/2025	12/31/2025	Work with SASCC to provide the gap and feasibility analysis and bring together a working group	10.00
1.2	Outreach	 In Progress	7/1/2025	12/31/2025	Enhance marketing efforts for Senior Center and programs	50.00
1.3	Planning Phase	 In Progress	7/1/2025	12/31/2025	Explore potential external agencies to provide services to enhance Senior Services	50.00
1.4	Execution Phase	 Future	1/1/2026	2/28/2026	Analyze SASCC gap and feasibility analysis results	0.00
1.5	Closing Processes	 Future	3/1/2026	6/30/2026	Share results with the appropriate departments and implement what is feasible	0.00

City Properties: Planning for Optimal Use

Quality of Life

Future planning strategies for Stockmeir house/garages, Blech House, Blue Pheasant. Goal of judicial use of city-owned properties. Investigate potential purchase of CUSD Finch/Phil property. Include the McClellan Barn and the house at the entrance of Blackberry Farm.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$200,000.00	\$200,000.00	\$0.00	\$200,000.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	 In Progress	7/1/2025	12/31/2025	Staff to look into various concepts for city properties. Discussions on CUSD/Finch have occurred during closed sessions since September 2025.	25.00
1.2	Design Phase	 Future	1/1/2026	4/30/2026	Produce memo with options and develop scope for report.	0.00
1.3	Execution Phase	 Future	5/1/2026	5/31/2026	Present study to Council.	0.00
1.4	Closing Processes	 Future	6/1/2026	6/30/2026	Project complete once Council receives study.	0.00

5G Ordinance

Quality of Life

Update 5G Ordinance

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.2	Research	✓ Complete	7/1/2022	9/30/2022	Researched 5G ordinance regulations in other cities.	100.00
1.3	Execution Phase	✓ Complete	4/1/2023	10/21/2025	Staff is finalizing a muni code update based on input from City Council. This update will govern the installation of wireless small cell facilities within the Public Right of Way. This was adopted at the October 21, 2025 City Council meeting.	100.00
1.4	Closing Processes	✓ Complete	9/30/2025	11/30/2025	This ordinance will go into effect on November 20.	100.00

Emergency Operations Readiness

Quality of Life

Review fire, earthquake, tornado, active shooter, tsunami, hazardous transport accident policies; and ensure EOC is active and functioning with a permanent position not consultant running the program.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	11/10/2025	City Manager's Office

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	 In Progress	7/1/2025	3/31/2026	Emergency policies are currently being reviewed in order to assess need for updates.	50.00
1.2	Planning Phase	 In Progress	7/1/2025	2/28/2026	Staff is developing a plan for the EOC activation and the recruitment for a new Emergency Manager.	60.00
1.3	Execution Phase	 In Progress	9/1/2025	3/1/2026	Updates will be made as necessary to the Emergency policies. EOC activation will commence in December.	60.00
1.4	Closing Processes	 Future	3/1/2026	6/30/2026	Project will be completed upon completion of EOC activation, Emergency Manager recruitment, and potential policy updates.	0.00

Urban Forest Program

Environmental Sustainability

Create an Urban Forest Master Plan that includes an updated and expanded tree list which will increase the number of trees, enhance the City's tree canopy, and promote landscaping throughout the City.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	☒ In Progress	7/1/2025	11/30/2025	Prepare RFP Documents for Advertising	60.00
1.2	Procurement Phase	☐ Future	11/30/2025	1/31/2026	Advertise project, select consultant, execute contract.	0.00
1.3	Outreach	☐ Future	2/1/2026	9/30/2026	Prepare document and solicit public input.	0.00
1.4	Closing Processes	☐ Future	10/1/2026	11/30/2026	Accept final plan.	0.00

Add Notifications for SB 330 & Other Projects During the Application & Approval Process

Public Engagement & Transparency

1. Consider a community meeting requirement for any major project application, especially those requiring a general plan amendment, as some other cities have adopted.
2. Consider increasing notification radius from 300 feet to 500 feet (or even 1000 feet for major projects) for any project application, especially those requiring a general plan amendment.
3. Improve notification methods for SB 330 preliminary applications, streamlined projects, not requiring planning/council approval and other projects

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	 In Progress	7/1/2025	11/28/2025	Explore industry standards, regional practices, and legal parameters.	50.00
1.2	Design Phase	 In Progress	12/1/2025	3/27/2026	Consider updates and potential PC/CC review.	25.00
1.3	Execution Phase	 Future	3/30/2026	4/30/2026	Finalize updates to documents, website, CMC.	0.00
1.4	Closing Processes	 Future	5/1/2026	5/30/2026	Project will be completed once updates are finalized.	0.00

Unhoused Policies

Quality of Life

Determine best practices for limited budget smaller cities to manage the unhoused. Review RV practices in surrounding cities for impacts and potential adoption. Review transitional housing outcomes in surrounding cities. Policies to include nimble contingency plans.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.2	Research	 In Progress	10/1/2024	11/30/2025	The City of Cupertino has joined with other West Valley Cities to jointly study opportunities to address issues faced by the unhoused and will execute a group contract with GoodCity to conduct the study. The Needs Analysis portion of the study is complete and the feasibility portion is nearing completion.	75.00
1.3	Procurement Phase	 Complete	10/1/2024	4/2/2025	The City Manager was authorized to sign a Memorandum of Understanding to execute the agreement to join the West Valley Cities joint feasibility study during the April 2, 2025 City Council meeting.	100.00
1.4	Execution Phase	 Complete	6/30/2025	11/30/2025	On July 15, 2025, policies on oversized parking and RVs were considered by the City Council. An ordinance was presented for first reading on Sep 3, 2025 and adopted on Sep 16, 2025. Outreach to RV residents will be coordinated with WVCS and Sheriff's Office prior to enactment on Oct 16, 2025.	100.00
1.5	Closing Processes	 In Progress	11/30/2025	6/30/2026	Upon completion, the results of the feasibility study will be presented to the City Council for a study session. The City Council will also consider other policies related to RVs and encampment policies will be considered by Council on November 4, 2025	25.00

City Hall Retrofit and City Hall Annex Renovation including the EOC

Quality of Life

Implement the previously approved 2022 Council plan with EOC migration
 1) City Hall Annex Renovation (including the EOC)
 2) City Hall Retrofit

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Design Phase	 In Progress	7/1/2025	6/30/2026	Dialog Consulting to complete design drawings for City Hall Annex and future EOC.	50.00
1.2	Planning Phase	 In Progress	7/1/2025	11/18/2025	Hold City Hall Study Session for City Hall Retrofit discussion	20.00
1.3	Procurement Phase	 Future	7/1/2026	11/30/2026	1) Procure contractor for City Hall Annex Renovation. 2) Prepare RFP documents for design of City Hall Retrofit, procure consultant, execute contract.	0.00
1.4	Design Phase	 Future	2/16/2026	2/15/2027	Prepare Design Drawing for City Hall Retrofit Project	0.00
1.5	Execution Phase	 Future	10/1/2026	7/1/2027	Renovation for City Hall Annex will begin in fall 2026. Construction of retrofit improvements will begin in early 2027.	0.00
1.6	Closing Processes	 Future	7/1/2027	5/1/2029	The completion of the City Hall annex is scheduled for mid-2027. Retrofit improvements are tentatively scheduled for completion summer 2029.	0.00

Housing

Explore opportunities to preserve existing expiring BMR housing. Develop ELI (Extremely Low Income) and BMR housing units for Developmentally Disabled individuals (IDD) on City-owned property as well as the County-owned sites.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$238,000.00	\$238,000.00	\$12,208.62	\$225,791.38	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.2	Research	✓ Complete	7/1/2019	10/30/2019	Researched need for ELI developmentally disabled housing and moderate income housing and determined possible City locations.	100.00
1.3	Planning Phase	✓ Complete	7/1/2021	8/16/2022	Scoped affordable housing project with non-profits/developers and worked with Public Works to determine feasibility of project on City sites. Had Council study session March 15. RFP was released in August .	100.00
1.4	Procurement Phase	✓ Complete	2/9/2021	4/15/2025	Two responses to the NOFA were received in Feb 2025 for the Mary Ave and Wolf Rd projects. On Mar 27, 2025 the Housing Commission recommended providing funding assistance to both projects. On April 15, Council approved funding for both projects.	100.00
1.5	Design Phase	✓ Complete	12/19/2024	9/30/2025	Staff studied opportunities for preserving expiring BMR housing and presented options. Preserving BMRs through acquisition was found to be infeasible with current BMR funds. BMR Anti-Displacement policy: priority replacement on the waitlist passed on June 15, 2025. Mary Ave Villas submitted development application and study session was held in July.	100.00

Housing

Explore opportunities to preserve existing expiring BMR housing. Develop ELI (Extremely Low Income) and BMR housing units for Developmentally Disabled individuals (IDD) on City-owned property as well as the County-owned sites.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$238,000.00	\$238,000.00	\$12,208.62	\$225,791.38	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.6	Execution Phase	 In Progress	1/31/2023	12/30/2025	Council selected developer through approval of an ENA for the Mary Avenue Site in February. Developer to continue community outreach efforts and submit application. City Council has authorized \$4 million in funding for the development. Loan documents, BMR agreements, and land lease are currently being drafted. Application has been deemed complete and is currently under review for compliance.	75.00
1.7	Closing Processes	 In Progress	9/30/2025	2/20/2026	Execution of loan, BMR agreement, and land lease expected to be complete in October 2025. Final step includes entering into Disposition and Development Agreement by 2025. Will present final DDA to Council in early 2026. Construction will commence.	25.00

Residential and Mixed Use Residential Design Standards FY 23

Quality of Life

Create objective design standards for residential projects, including ensuring adequate buffers from neighborhood low-density residential development

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$240,000.00	\$240,000.00	\$55,917.75	\$184,082.25	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.2	Procurement Phase	✓ Complete	10/9/2020	4/30/2024	RFP sent out in Oct 2020. Proposals evaluated and RRM Design Group was selected for this project, but was put on hold in October 2023. RRM Design Group contract terminated in late 2023. Council approved a new agreement with Placeworks in April 2024.	100.00
1.3	Outreach	● In Progress	12/1/2024	12/31/2025	A community meeting was held on 2/10/2025 in hybrid format to discuss why we need objective standards, how they are different from subjective standards and how the community can continue to engage on this subject. Over 20 participants were in attendance.	80.00
1.4	Design Phase	● In Progress	7/31/2025	12/30/2025	Prepare and review draft documents internally.	50.00
1.5	Execution Phase	● In Progress	10/1/2025	2/28/2026	Project review and approval by Planning Commission and City Council.	25.00
1.6	Closing Processes	○ Future	3/31/2026	3/31/2026	Complete project, publish final documents on website etc.	0.00

Speed Limit Lowering (AB 43)

Transportation

Lower speed limits where feasible pursuant to state adopted Assembly Bill 43.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Planning Phase	✓ Complete	7/1/2024	7/1/2024	Staff completed studies on designated corridors with potentially high concentration of bikes and peds due to recent bike or ped related improvements (Blaney, Bubb, Mary, Prospect, McClellan).	100.00
1.2	Execution Phase	✓ Complete	7/1/2024	12/31/2024	Staff made adjustment of posted speed limits in the field for initial streets listed above.	100.00
1.3	Closing Processes	● In Progress	1/1/2025	6/30/2026	Municipal Code Amendments to be adopted upon completion of a proposed City-wide study, which is included as a Q1 budget proposal to collect additional data.	30.00

Sign Ordinance

Quality of Life

Update Sign Ordinance.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Research	☐ Future	1/1/2026	2/28/2026	In collaboration with CAO, staff will do research to determine what needs to be changed	0.00
1.2	Procurement Phase	☐ Future	3/1/2026	4/15/2026	Staff will prepare an RFP for services and based on responses may need to request budget amendment from Council to complete scope of work.	0.00
1.3	Design Phase	☐ Future	5/15/2026	6/15/2026	Staff will refine contract and scope of work with selected consultant.	0.00
1.4	Outreach	☐ Future	7/1/2026	7/31/2026	Outreach to the public, including the business community.	0.00
1.5	Design Phase	☐ Future	8/1/2026	8/31/2026	Staff will work with consultant to determine what changes may be proposed.	0.00
1.6	Execution Phase	☐ Future	9/1/2026	11/30/2026	Staff will work with consultant to draft Ordinances and bring for Council consideration at a public hearing.	0.00
1.7	Closing Processes	☐ Future	12/1/2026	1/31/2027	Ordinance may be updated upon Council direction.	0.00

Active Transportation Plan

Transportation

This item is a consolidation of existing and new transportation efforts aiming to further goals outlined in the City's Vision Zero Initiative, including:

- 1) Review and update the bike plan
- 2) Review and update the pedestrian plan
- 3) Review current Complete Streets Policy and propose adjustments to create a better interface between all modes of transportation

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$330,000.00	\$330,000.00	\$307,960.76	\$22,039.24	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.1	Procurement Phase	✓ Complete	7/1/2024	12/31/2024	Agreement executed December 2024.	100.00
1.2	Execution Phase	● In Progress	1/1/2025	5/31/2026	Phase 1 is complete. Project recommendations are being developed and Phase 2 outreach is underway. An update has been presented to the Bike Ped and Planning Commissions. An update was also provided at the 11/4/25 City Council meeting.	70.00
1.3	Closing Processes	○ Future	6/1/2026	6/30/2026	City Council adoption of plan expected June 2026.	0.00

Bicycle Facilities FY 23

Transportation

Increase the inventory of bicycle facilities and amenities, such as bike racks, citywide.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
▲						
1.2	Research	✓ Complete	10/5/2022	2/15/2023	Staff completed research on bike rack and installation requirements	100.00
1.3	Outreach	✓ Complete	10/19/2022	4/16/2025	Staff gathered feedback and recommendations from commissions	100.00
1.4	Planning Phase	✓ Complete	9/4/2023	4/30/2025	BPC Subcommittee and Rotary finalized locations for bike racks at parks.	100.00
1.5	Execution Phase	● In Progress	5/1/2025	6/30/2026	Decorative bike racks purchased by Rotary have been installed. U-shape racks to be purchased and installed imminently. Locations for U-shape rack installations being investigated.	50.00
1.6	Closing Processes	○ Future	6/30/2026	6/30/2026	Project will be complete once bike racks are installed.	0.00

Art in Public and Private Areas

Quality of Life

Revisit Municipal Code standards for art in public and private development, including the standards in the Municipal Code and developing an Art-in-lieu fee policy.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$0.00	\$0.00	\$0.00	\$0.00	11/10/2025	Community Development

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.1	Research	✓ Complete	1/30/2024	8/30/2024	CIP and CDD staff completed the research phase by examining multiple Bay Area jurisdictions.	100.00
1.2	Outreach	✓ Complete	9/1/2024	5/31/2025	Study session held at the 9/23/24 Arts and Culture Commission. Staff will return in early 2025 with modifications to the existing policy and Municipal Code for the Commission's review. Staff will engage with SVCREATES to review Commission recommendation.	100.00
1.3	Execution Phase	● In Progress	5/19/2025	2/28/2026	Arts and Culture Commission finalizing recommendations in Spring 2025. Afterwards, this will be brought to the City Council for a First and Second Reading. Last revision approved by ACC on July 28, 2025. Planning Commission reviewed on September 23, 2025. CC conducted a study session on October 21, 2025.	75.00
1.4	Closing Processes	○ Future	2/28/2026	3/30/2026	Muni Code will be updated based on Council direction.	0.00

Electrification Study

Environmental Sustainability

Conduct public outreach, policy research, and coordinate with regional efforts to develop policy options for electrification of Cupertino's buildings in light of recent legal rulings inhibiting certain electrification efforts.

Details

Estimated Budget	Allocated Budget	Budget Expended / Encumbered	Budget Remaining	Last Updated	Lead Department
\$50,000.00	\$50,000.00	\$38,699.70	\$11,300.30	11/10/2025	Public Works

Updates

#	Task	Status	Task Start	Task End	Update	% Completed
1.2	Research	✓ Complete	1/31/2024	6/1/2025	Staff has completed research and coordination with neighboring jurisdictions about policy options for new buildings. Policy options for existing buildings are currently being assessed in partnership with regional jurisdictions and contractors.	100.00
1.3	Outreach	✓ Complete	8/1/2024	7/31/2025	Workshops and stakeholder calls with local businesses on existing building policies have been completed. Residential outreach campaign and survey in progress with support from a contractor.	100.00
1.4	Execution Phase	✓ Complete	5/1/2024	4/30/2025	Due to recent legal rulings, a Reach Code replacement for new building electrification was approved by Council in September 2024. The code became effective in April 2025, following CEC and CBSC approval.	100.00
1.5	Planning Phase	● In Progress	3/1/2025	11/30/2025	Draft policy options for existing buildings electrification will be developed based on feedback from community and regional approach.	97.00