

CC 01-22-2025

Oral
Communications

Written Communications

From: [Liang Chao](#)
To: [City Clerk](#)
Cc: [Peggy Griffin](#)
Subject: Fw: 2025-01-22 City Council Meeting - Document Security and Accessibility Concern
Date: Monday, January 20, 2025 7:41:27 PM

Please include in the written communication.



Liang Chao
Mayor
City Council
LiangChao@cupertino.org
408-777-3192

?	?	?	?	?	?	?
---	---	---	---	---	---	---

From: Liang Chao <LChao@cupertino.gov>
Sent: Monday, January 20, 2025 6:51 PM
To: Pamela Wu <PamelaW@cupertino.gov>
Cc: City Clerk <CityClerk@cupertino.gov>
Subject: Fw: 2025-01-22 City Council Meeting - Document Security and Accessibility Concern

Is there any reason that most docs for the 1/22 council meeting are Word docs?

I happen to have MS Word installed, I have no idea whether anyone is able to read the doc if they don't have MS Word installed?

For the staff report for the Stevens Creek Bike path, it opens in Word Doc, but the first page is all in white, including the text, so I cannot read the first page when the doc was opened.

Liang



Liang Chao
Mayor
City Council
LChao@cupertino.gov
408-777-3192

?	?	?	?	?	?	?
---	---	---	---	---	---	---

From: Griffin <griffin@compuserve.com>
Sent: Sunday, January 19, 2025 9:15 PM
To: City Council <CityCouncil@cupertino.org>
Cc: City Clerk <cityclerk@cupertino.gov>

Subject: Fwd: 2025-01-22 City Council Meeting - Document Security and Accessibility Concern

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Passing this info into the entire Council. Please address this issue ASAP!

Peggy

Begin forwarded message:

From: Peggy Griffin <griffin@compuserve.com>

Date: January 19, 2025 at 2:17:30 PM PST

To: Liang Chao <LChao@cupertino.gov>, Pamela Wu <PamelaW@cupertino.gov>, Kirsten Squarcia <KirstenS@cupertino.gov>

Subject: 2025-01-22 City Council Meeting - Document Security and Accessibility Concern

PLEASE INCLUDE THIS EMAIL AS PART OF WRITTEN COMMUNICATIONS FOR ORAL COMMUNICATIONS FOR THE ABOVE MEETING.

Dear Mayor Chao, City Manager Wu and City Clerk Squarcia,

The documents associated with the upcoming January 22, 2025 City Council meeting are a combination of Microsoft WORD and PDF formats. In the past, all the documents have been in PDF format. My concerns regarding this change to allowing WORD documents as part of the public record are as follows:

1. Issues with using WORD documents
 - a. These documents are easily editable! Whereas a PDF document is not as easily altered by the average person.
 - b. When you send a WORD document to someone else for viewing, it can potentially look different depending on their templates and settings in their version of WORD.
 - c. Access to WORD is not as prevalent as the PDF readers. Yes, Google has a tool that allows you to bring in a word document but it does not always “look the same”.
 - d. Record keeping over time...WORD backward compatibility will not be available in free versions whereas backward compatibility of PDF readers will be.
2. Using PDFs
 - a. They aren't easily edited.
 - b. There are many free PDF readers AND browsers have PDF readers built into them.
 - c. It standardizes the document format being used for city documents/records.
 - d. Longevity/record keeping...it is more likely that the public will be able to read an old formatted PDF record but not as likely that old versions of WORD will be

supported.

PLEASE go back to publishing all City Council Meeting documents in PDF format-insist on it!
Also, set a standard that all city documents, particularly those related to city meetings be in PDF format. Thank you.

Sincerely,
Peggy Griffin

CC 01-22-2025

Item No. 7

Joint Use Agreement for
Continued Public
Access to Santa Clara
Water District property

Written Communications

From: [Theresa Horng](#)
To: [City Clerk](#)
Subject: Fwd: Request that item #7 on the 1/22/2025 agenda be pulled and voted on separately.
Date: Thursday, January 16, 2025 10:56:20 PM
Attachments: [Agenda.pdf](#)
[Staff Report.docx](#)
[A Draft Joint Use Agreement.pdf](#)
[IMG_3921.HEIC](#)
[IMG_3917.HEIC](#)
[IMG_3909.HEIC](#)
[IMG_3916.HEIC](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk:

I would like to be included in written communications for the upcoming city council meeting regarding this matter.

Thanks,

,

Best regards,

Theresa Horng

Cupertino Resident

theresahorng@gmail.com

408-772-2328

----- Forwarded message -----

From: **Theresa Horng** <theresahorng@gmail.com>

Date: Thu, Jan 16, 2025 at 8:48 PM

Subject: Request that item #7 on the 1/22/2025 agenda be pulled and voted on separately.

To: Liang Chao <lchao@cupertino.gov>, Kitty Moore <kmoore@cupertino.gov>, Ray Wang <rwang@cupertino.gov>, <smohan@cupertino.gov>, <jrfruen@cupertino.gov>

Cc: Shuling Weng <lucyweng2009@gmail.com>, Neeta Malkani <neetamalkani@yahoo.com>, Sunil Malkani <sunil.malkani@gmail.com>, <minbai@gmail.com>, Santosh Rao <santo_a_rao@yahoo.com>

Dear Cupertino Mayor Chao, Cupertino Vice Mayor Moore and City Councils members:

[Our neighbors demand that item #7 on the 1/22/2025 agenda be pulled and voted on separately.](#)

Due to global warming, we strongly believe that preserving natural landscapes is crucial for environmental health and community resilience. The Valley Water District Property and the entire Stevens Creek riparian zone play a vital role in our ecosystem and should be maintained in their natural state for several reasons:

1. **Biodiversity Conservation:** Natural areas support a wide variety of plant and animal species. Preserving these areas helps maintain biodiversity, which is essential for ecosystem balance and resilience.
2. **Water Quality Improvement:** Natural riparian zones act as buffers, filtering pollutants and sediments from runoff before they enter water bodies. This process improves the quality of water in streams and reservoirs, benefiting both wildlife and human populations.
3. **Flood Control:** Maintaining natural vegetation along waterways helps absorb and slow down runoff during heavy rains. This reduces the risk of flooding, particularly in areas like ours that are prone to such events.
4. **Climate Regulation:** Trees and other vegetation sequester carbon dioxide, a major greenhouse gas contributing to global warming. By keeping these areas natural, we can help mitigate climate change effects by absorbing carbon emissions.
5. **Erosion Prevention:** Natural vegetation stabilizes soil and prevents erosion. This is especially important in riparian zones, where erosion can degrade water quality and harm aquatic habitats.

Given these significant benefits, we urge that the Valley Water District Property and the Stevens Creek riparian zone be preserved in their natural state. This approach aligns with broader environmental goals and ensures the sustainability and safety of our community in the face of global warming.

Additionally, regarding the Cupertino Draft Joint Use Agreement #7 on Graffiti Removal, the city is supposed to have primary responsibility for removing graffiti on the premises related to trail use. However, I have concerns about Cupertino City's ability to manage this effectively. Many of us have lived in Cupertino for more than two decades, and the **graffiti under Stevens Creek Blvd has remained untouched by the city for twenty years. Please see the attached pictures showing the graffiti under the bridge.**

Again, we strongly demand that item #7 on the 1/22/2025 agenda be pulled and voted on separately, see follows:

Agenda

7. Subject: Authorization to execute a Joint Use Agreement for Continued Public Access to Santa Clara Valley Water District property situated along a portion of Stevens Creek Trail.
Recommended Action: Authorize the City Manager to execute a new Joint Use Agreement with Santa Clara Valley Water District for ongoing access to the District's property situated along a portion of the Stevens Creek Trail.

Attached pictures of graffiti under the bridges for decades and City agenda and agreements.

cc the neighbors who are concerned about this issue.

We appreciate your attention to this matter.

Best regards,
Theresa Horng
Cupertino Resident
theresahorng@gmail.com
408-772-2328

CITY OF CUPERTINO



CUPERTINO

AGENDA

**Special Meeting Non-Televised Closed Session (5:00) and Televised
Open Session (5:45)**

**PUBLIC HEARINGS WILL NOT BEGIN EARLIER THAN 6:45 PM
Wednesday, January 22, 2025**

5:00 PM

10300 Torre Avenue and 10350 Torre Avenue and via Teleconference

City Council

LIANG CHAO, MAYOR

KITTY MOORE, VICE MAYOR

J.R. FRUEN, COUNCILMEMBER

SHEILA MOHAN, COUNCILMEMBER

R "RAY" WANG, COUNCILMEMBER

IN PERSON AND TELECONFERENCE MEETING

For more information:

(408) 777-3200 | www.cupertino.gov

CONDUCT OF BUSINESS

The Mayor is the presiding officer of the City Council. Any member of the public may speak on any item on the agenda for up to three minutes. All statements and questions must be addressed to the Mayor.

City Council hearings serve as a venue for the discussion of sometimes divergent points of view. Please respect the opinions of others and refrain from cheering or clapping. That may delay the meeting or intimidate other persons wishing to express alternate views. Actions that disrupt the meeting will result in a warning, followed by removal if disruption continues.

Oral public comments will be accepted during the meeting. Comments may be made during "oral communications" for matters not on the agenda, and during the public comment period for each agenda item. Identifying yourself is voluntary and not required to attend the meeting or provide comments.

PUBLIC HEARINGS

The City Council is required by law to hold public hearings on certain matters prior to making its decision. Notice to interested parties is given by legal advertisement in the local newspaper of general circulation at least 10 calendar days preceding the hearing date. Applications requiring public hearings include change of zoning, variances, use permits, and tentative maps.

COUNCIL MEETINGS

The City Council regularly meets the first and third Tuesdays of each month. These meetings are held at 6:45 p.m. Closed sessions, when needed, are normally held at 6:00 p.m. Closed sessions cover items such as personnel, litigation, or the sale, purchase, or lease of property. The law requires certain actions taken in closed session to be reported in open session.

Urgent business, holidays, or election days may trigger special or adjourned meetings. These meetings will be noticed beforehand.

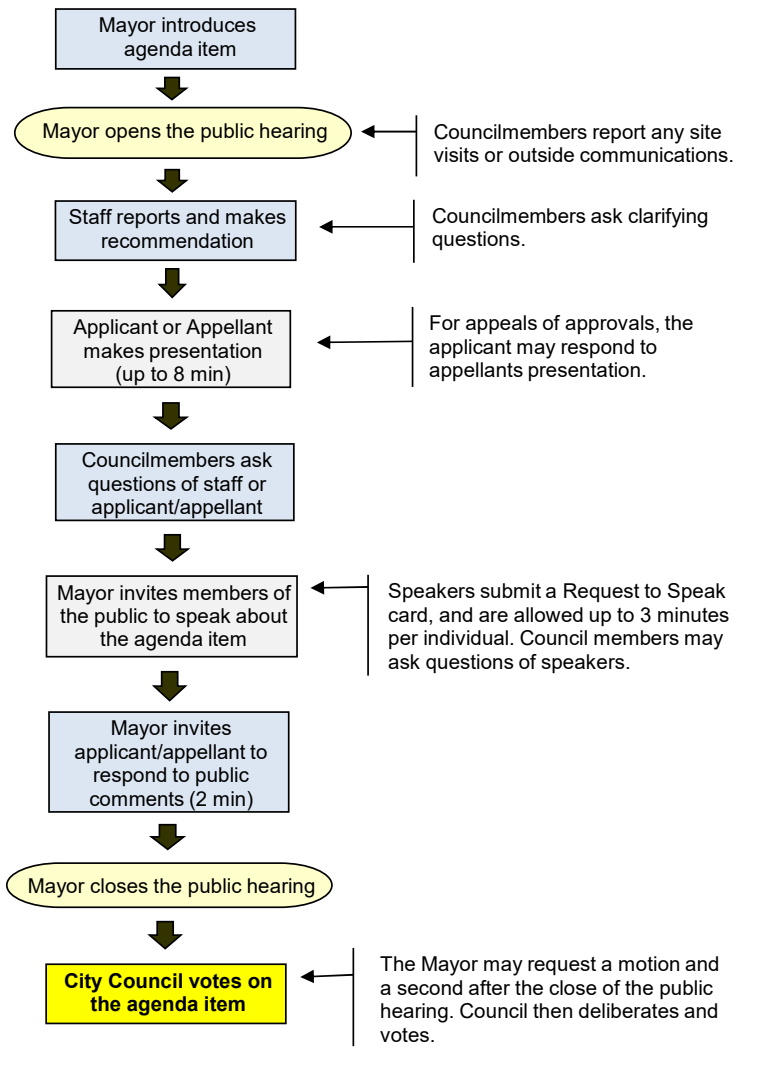
AGENDAS, MINUTES, AND PACKETS AVAILABLE ON THE WEB

Agendas, minutes, and packets for current and prior City Council and Planning Commission meetings are available at www.cupertino.org, or you can purchase the items on CD.

CITY COUNCIL DECISION IS FINAL

Prior to seeking judicial review of any adjudicatory (quasi-judicial) decision, interested persons must file a petition for reconsideration within ten calendar days of the date the City Clerk mails notice of the City's decision. Reconsideration petitions must comply with the requirements of Cupertino Municipal Code §2.08.096. Contact the City Clerk's office for more information or go to [www.http://www.cupertino.org/index.aspx?page=125](http://www.cupertino.org/index.aspx?page=125) for a reconsideration petition form.

FLOWCHART FOR HEARING ITEMS:



IN-PERSON AND TELECONFERENCE / PUBLIC PARTICIPATION INFORMATION

Members of the public wishing to observe the meeting may do so in one of the following ways:

- 1) Attend in person at Cupertino Community Hall, 10350 Torre Avenue.
- 2) Tune to Comcast Channel 26 and AT&T U-Verse Channel 99 on your TV.
- 3) The meeting will also be streamed live on and online at www.Cupertino.org/youtube and www.Cupertino.org/webcast

Members of the public wishing to comment on an item on the agenda may do so in the following ways:

- 1) Appear in person for Closed Session in City Hall, Conference Room C or for Open Session in Cupertino Community Hall. Members of the public may provide oral public comments pertaining to the agenda prior to the beginning of Closed Session and after Roll Call.

Members of the public may provide oral public comments during the Open Session as follows:

Oral public comments will be accepted during the meeting. Comments may be made during the public comment period for each agenda item.

Members of the audience who address the City Council must come to the lectern/microphone, and are requested to complete a Speaker Card and identify themselves. Completion of Speaker Cards and identifying yourself is voluntary and not required to attend the meeting or provide comments.

- 2) E-mail comments for Closed Session or Open Session by 4:00 p.m. on Wednesday, January 22 to the Council at citycouncil@cupertino.gov. These e-mail comments will also be forwarded to Councilmembers by the City Clerk's office before the meeting and posted to the City's website after the meeting. Members of the public that wish to share a document must email cityclerk@cupertino.gov prior to the meeting.

Emailed comments that are related to an agenda item and received following the agenda publication, prior to or during the meeting, will be posted to the City's website.

- 3) Open Session Teleconferencing Instructions

To address the City Council, click on the link below to register in advance and access the

meeting:

Online

Register in advance for this webinar:

https://cityofcupertino.zoom.us/webinar/register/WN_1B0DB2FiQveTRbMAuUtVsw

Phone

Dial: 669-900-6833 and enter Webinar ID: 974 9110 0148 (Type *9 to raise hand to speak, *6 to unmute yourself). Unregistered participants will be called on by the last four digits of their phone number.

Join from an H.323/SIP room system:

H.323:

144.195.19.161 (US West)

206.247.11.121 (US East)

Meeting ID: 974 9110 0148

SIP: 97491100148@zoomcrc.com

After registering, you will receive a confirmation email containing information about joining the webinar.

Please read the following instructions carefully:

1. You can directly download the teleconference software or connect to the meeting in your internet browser. If you are using your browser, make sure you are using a current and up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers, including Internet Explorer.
2. You will be asked to enter an email address and a name, followed by an email with instructions on how to connect to the meeting. Your email address will not be disclosed to the public. If you wish to make an oral public comment but do not wish to provide your name, you may enter "Cupertino Resident" or similar designation.
3. When the Mayor calls for the item on which you wish to speak, click on "raise hand," or, if you are calling in, press *9. Speakers will be notified shortly before they are called to speak.
4. When called, please limit your remarks to the time allotted and the specific agenda topic.
5. Members of the public that wish to share a document must email cityclerk@cupertino.org prior to the meeting. These documents will be posted to the City's website after the

meeting.

NOTICE AND CALL FOR A SPECIAL MEETING OF THE CUPERTINO CITY COUNCIL

NOTICE IS HEREBY GIVEN that a special meeting of the Cupertino City Council is hereby called for Wednesday, January 22, 2025, for a Closed Session commencing at 5:00 p.m. in City Hall, Conference Room C, 10300 Torre Avenue, Cupertino, California 95014 and an Open Session at 5:45 p.m. in Community Hall Council Chamber, 10350 Torre Avenue, Cupertino, California 95014 and via teleconference. Said special meeting shall be for the purpose of conducting business on the subject matters listed below under the heading, "Special Meeting."

SPECIAL MEETING

ROLL CALL - 5:00 PM

10300 Torre Avenue, Conference Room C

CLOSED SESSION

1. Subject: Conference with security personnel - critical infrastructure information relating to cybersecurity pursuant to Government Code § 54957(a)

RECESS

OPEN SESSION

PLEDGE OF ALLEGIANCE - 5:45 PM

10350 Torre Avenue, Community Hall and via Teleconference

ROLL CALL

CLOSED SESSION REPORT

CEREMONIAL ITEMS

2. Subject: Proclamation to Taiwanese Cultural and Sports Association (TCSA) recognizing the 15th Annual Kids Fun Festival scheduled for 2025 in Cupertino
Recommended Action: Present proclamation to Taiwanese Cultural and Sports Association (TCSA) recognizing the 15th Annual Kids Fun Festival scheduled for 2025 in Cupertino
[A - Proclamation](#)
3. Subject: Proclamation to Shin Shin Educational Foundation recognizing January 19, 2025 as Shin Shin Educational Foundation Day
Recommended Action: Present proclamation to Shin Shin Educational Foundation recognizing January 19, 2025 as Shin Shin Educational Foundation Day

[A - Proclamation](#)**POSTPONEMENTS AND ORDERS OF THE DAY**

4. Subject: Budget Study Session for use of one-time funds in the Committed Future Use reserve (November 19, 2024 City Council action)
[Staff Report](#)
[A - November 19, 2024 Staff Report and Allocation Plan](#)
[B - FY 2023-24 Budget Reductions](#)
[C - FY 2024-25 Service Level Reductions](#)

ORAL COMMUNICATIONS

This portion of the meeting is reserved for persons wishing to address the Council on any matter within the jurisdiction of the Council and not on the agenda for discussion. The total time for Oral Communications will ordinarily be limited to one hour. Individual speakers are limited to three (3) minutes. As necessary, the Chair may further limit the time allowed to individual speakers, or reschedule remaining comments to the end of the meeting on a first come first heard basis, with priority given to students. In most cases, State law will prohibit the Council from discussing or making any decisions with respect to a matter not listed on the agenda. A councilmember may, however, briefly respond to statements made or questions posed by speakers. A councilmember may also ask a question for clarification, provide a reference for factual information, request staff to report back concerning a matter, or request that an item be added to a future City Council agenda in response to public comment.

CONSENT CALENDAR (Items 5-9)

Items appearing on the Consent Calendar are considered routine City business and may be approved by one motion. Typical items may include meeting minutes, awards of contracts, the ratification of accounts payable, and second readings of ordinances. Any member of the Council may request to have an item removed from the Consent Calendar based on the rules set forth in the City Council Procedures Manual. Members of the public may provide input on one or more consent calendar items when the Mayor asks for public comments on the Consent Calendar.

5. Subject: Approval of the December 17, 2024 City Council minutes
Recommended Action: Approve the December 17, 2024 City Council minutes
[A - Draft Minutes](#)
6. Subject: Ratifying Accounts Payable for the periods ending December 6, 2024; December 13, 2024; and December 26, 2024

Recommended Action: A. Adopt Resolution No. 25-001 ratifying Accounts Payable for the Period ending December 6, 2024;
B. Adopt Resolution No. 25-002 ratifying Accounts Payable for the Period ending December 13, 2024; and
C. Adopt Resolution No. 25-003 ratifying Accounts Payable for the Period ending December 26, 2024

[Staff report](#)

[A – Draft Resolution 12.6.24](#)

[B – Weekly AP Payment Register for the Period Ending 12.6.24](#)

[C – Draft Resolution 12.13.24](#)

[D – Weekly AP Payment Register for the Period Ending 12.13.24](#)

[E – Draft Resolution 12.26.24](#)

[F – Weekly AP Payment Register for the Period Ending 12.26.24](#)

7. Subject: Authorization to execute a Joint Use Agreement for Continued Public Access to Santa Clara Valley Water District property situated along a portion of Stevens Creek Trail.

Recommended Action: Authorize the City Manager to execute a new Joint Use Agreement with Santa Clara Valley Water District for ongoing access to the District's property situated along a portion of the Stevens Creek Trail.

[Staff Report](#)

[A – Draft Joint Use Agreement](#)

8. Subject: Award a construction contract to Golden Bay Construction in the amount of \$1,569,798, approve a first amendment to the design services contract with Pakpour Consulting Group to increase the contract by \$96,620 for a total not-to-exceed contract amount of \$310,483 and approve a budget modification in the amount of \$1,500,000 for the Stevens Creek Boulevard Class IV Bike Lane Project.

Recommended Action: 1. Award a construction contract for the Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project (budget unit 420-99-036, project number 2022-15) in the amount of \$1,569,798 to Golden Bay Construction, Inc.;

2. Authorize the City Manager to execute the construction contract with Golden Bay Construction, Inc. when all conditions have been met;

3. Authorize the Director of Public Works to execute any necessary construction change orders up to a construction contingency amount of \$156,980 (10%) for a total contract amount of \$1,726,778;

4. Authorize the City Manager to amend the Design Services Contract with Pakpour Consulting Group to increase the amount by \$96,620 for a total not-to-exceed contract amount of \$310,483 for the 2022-11 Stevens Creek Boulevard Class IV Bike Lane Phase 2B Design Project; and

5. Adopt Resolution No. 25-004 approving budget modification #2425-377, approving an increase of grant revenue estimates of \$1,500,000 and a transfer out of \$693,000. This includes an increase of \$807,000 in Federal grant funds and a transfer of \$693,000 in SB1 Grant Funds from the Transportation Fund (270-85-821) into the Capital Improvement Program Capital Project Fund (420-99-036).

[Staff Report](#)

[A - Draft Contract](#)

[B - Draft Resolution](#)

9. Subject: Approve an agreement with Advanced Systems Group, LLC., for Modernization of Broadcast TV and Community Hall Integration for a not-to-exceed amount of \$1,100,000, a 10% contingency in the amount of \$110,000 for a total not-to-exceed amount of \$1,210,000, and associated budget modification, with the cost to be funded by Public, Educational, and Governmental (PEG) funds.

Recommended Action: 1. Authorize the City Manager to execute the agreement and any necessary amendments with Advanced Systems Group, LLC., for Modernization of Broadcast TV and Community Hall Integration, within the total not-to-exceed amount of \$1,100,000.

2. Adopt Resolution No. 25-005 approving budget modification #2425-368, increasing appropriations in the amount of \$1,210,000 in the General Fund Video budget unit (100-31-305 900-995) funded by restricted PEG Funds

[Staff Report](#)

[A - Draft Agreement](#)

[B - Draft Resolution](#)

PUBLIC HEARINGS

Effective January 1, 2023, Government Code Section 65103.5 (SB 1214) limits the distribution of copyrighted material associated with the review of development projects. Members of the public wishing to view plans that cannot otherwise be distributed under SB 1214 may make an appointment with the

Planning Division to view them at City Hall by sending an email to planning@cupertino.org. Plans will also be made available digitally during the hearing to consider the proposal.

10. Subject: Public hearing on the abatement of public nuisance from weeds or other fire hazards pursuant to provisions of Cupertino Municipal Code Chapter 9.08 and Resolution No. 24-111

Recommended Action: Conduct hearing for impacted property owners to contest the matter of proposed abatement and adopt Resolution No. 25-006 ordering abatement of public nuisance from weeds or other fire hazards pursuant to provisions of Cupertino Municipal Code Chapter 9.08 and Resolution No. 24-111

Staff Report

[A - Draft Resolution and Exhibit A](#)

[B - 2025 Cupertino Commencement Report \(Exhibit A\)](#)

[C - County Letter to Property Owners to Abate Weeds](#)

[D - County Hearing Notice to Destroy Weeds and Program Fees](#)

[E - Minimum Fire Safety Standards Program Brochure](#)

[F - Return Reply Form \(RRF\) Sample](#)

[G - City Letter to Property Owners](#)

[H - Approved Resolution No. 24-111](#)

ACTION CALENDAR

11. Subject: Future agenda items requested by City Councilmembers (“TBD List”).
Recommended Action: 1. Review the TBD list and adopt the staff recommendations for items 5-11

2. Provide direction for items 1-4 and 12-15.

Staff Report

[A - TBD List from September 2024 with Adopted Motion](#)

[B - January 2025 TBD List](#)

STUDY SESSION

12. Subject: FY 2025-27 City Work Program Study Session
Recommended Action: 1. Review Councilmembers’ Initial Top 10 projects for the FY 25-27 City Work Program

2. Select date for upcoming Goal Setting Workshop.

3. Receive an overview of the prioritization process for the Goal Setting Workshop that will be presented at this study session.

Staff Report

[A - November 14, 2024 Informational Memorandum](#)

[B - December 20, 2024 Informational Memorandum](#)

[C - Council Top 10 Projects with Preliminary Budget and Staffing Estimates](#)

[D - List of Potential Items for FY 25-27 CWP with Preliminary Budget and Staffing Estimates](#)

ITEMS REMOVED FROM THE CONSENT CALENDAR

CITY MANAGER REPORT**ORAL COMMUNICATIONS - CONTINUED****COUNCILMEMBER REPORTS**

13. Subject: Councilmember Reports
[A - Councilmember Report, Chao](#)
[B - Councilmember Report, Fruen](#)
[C - Councilmember Report, Mohan](#)

FUTURE AGENDA ITEMS**ADJOURNMENT**

Lobbyist Registration and Reporting Requirements: Individuals who influence or attempt to influence legislative or administrative action may be required by the City of Cupertino's lobbying ordinance (Cupertino Municipal Code Chapter 2.100) to register and report lobbying activity. Persons whose communications regarding any legislative or administrative are solely limited to appearing at or submitting testimony for any public meeting held by the City are not required to register as lobbyists. For more information about the lobbying ordinance, please contact the City Clerk's Office at 10300 Torre Avenue, Cupertino, CA 95014; telephone (408) 777-3223; email cityclerk@cupertino.org; and website: www.cupertino.org/lobbyist.

The City of Cupertino has adopted the provisions of Code of Civil Procedure §1094.6; litigation challenging a final decision of the City Council must be brought within 90 days after a decision is announced unless a shorter time is required by State or Federal law.

Prior to seeking judicial review of any adjudicatory (quasi-judicial) decision, interested persons must file a petition for reconsideration within ten calendar days of the date the City Clerk mails notice of the City's decision. Reconsideration petitions must comply with the requirements of Cupertino Municipal Code §2.08.096. Contact the City Clerk's office for more information or go to <http://www.cupertino.org/cityclerk> for a reconsideration petition form.

In compliance with the Americans with Disabilities Act (ADA), anyone who is planning to attend this meeting who is visually or hearing impaired or has any disability that needs special assistance should call the City Clerk's Office at 408-777-3223, at least 48 hours in advance of the meeting to arrange for assistance. In addition, upon request in advance by a person with a disability, meeting agendas and writings distributed for the meeting that are public records will be made available in the appropriate alternative format.

Any writings or documents provided to a majority of the Cupertino City Council after publication of the packet will be made available for public inspection in the City Clerk's Office located at City Hall,

10300 Torre Avenue, Cupertino, California 95014, during normal business hours; and in Council packet archives linked from the agenda/minutes page on the City web site.

IMPORTANT NOTICE: Please be advised that pursuant to Cupertino Municipal Code section 2.08.100 written communications sent to the City Council, Commissioners or staff concerning a matter on the agenda are included as supplemental material to the agenda item. These written communications are accessible to the public through the City website and kept in packet archives. Do not include any personal or private information in written communications to the City that you do not wish to make public, as written communications are considered public records and will be made publicly available on the City website.

THE CITY COUNCIL AND STAFF

CITY COUNCIL

Cupertino is a General Law city organized under and subject to statutes of the State of California. It is governed by the five-member City Council with the Mayor as the presiding officer. City Council members are elected at-large to four-year, overlapping terms. Each November a mayor and a vice-mayor are selected by the City Council for a one-year term.

The City Council receives advice and assistance from eleven advisory bodies, which are appointed by the Council. These are the Audit Committee, Bicycle Pedestrian Commission, Fine Arts Commission, Housing Commission, Library Commission, Parks and Recreation Commission, Planning Commission, Public Safety Commission, Sustainability Commission, Teen Commission, and Technology, Information, and Communications Commission.

Council members also serve on a variety of regional bodies, including:

- Association of Bay Area Governments
- League of California Cities
- Santa Clara County (SCC) Cities Association
- SCC Emergency Preparedness Council
- SCC Library District
- SCC Emergency Preparedness Commission
- Santa Clara Valley Water Commission and Water District
- SCC Transportation Authority
- West Valley Mayors and Managers

STAFF

The City Manager and the City Attorney are appointed by the Council. The City Manager is responsible for interpreting and carrying out Council policies and direction, and as the chief administrative officer, the City Manager coordinates the many activities of the city and appoints the professional and technical staff. The City Attorney is the advisor to the City Council as a whole.

TYPES OF COUNCIL ACTIONS

ORDINANCES

Ordinances are the means by which the City enacts its local laws. Unless an urgent situation exists, ordinances will first be presented at a Council meeting as a "first reading." At a subsequent Council meeting, there will be a "second reading and adoption." Ordinances go into effect after a waiting period of thirty days, in most cases, during which time the summary of the ordinance is published in a local newspaper approved for this purpose.

RESOLUTIONS

Resolutions and minute orders are the means by which the City Council formally adopts policies or approves specific actions. These go into effect when adopted.

APPEALS

Any interested person, including a Council member, may appeal a Planning Commission or Director of Community Development decision to the City Council. An appeal must be submitted in writing to the City Clerk within 14 calendar days of the mailing of the notice of the decision.

RECONSIDERATION

Prior to seeking judicial review of any adjudicatory (quasi-judicial) decision, interested persons must file a petition for reconsideration within ten calendar days of the date the City Clerk mails notice of the City's decision. Reconsideration petitions must comply with the requirements of Cupertino Municipal Code §2.08.096. Contact the City Clerk's office for more information or go to [www.http://www.cupertino.org/index.aspx?page=125](http://www.cupertino.org/index.aspx?page=125) for a reconsideration petition form.

COMMUNICATING WITH COUNCIL

All Council members: citycouncil@cupertino.gov

Liang Chao	LiangChao@cupertino.gov	(408) 777-3192
Kitty Moore	KMoore@cupertino.gov	(408) 777-1389
J.R. Fruen	JRFruen@cupertino.gov	(408) 777-1316
Sheila Mohan	SMohan@cupertino.gov	(408) 777-1326
R "Ray" Wang	RWang@cupertino.gov	(408) 777-3138
Executive Assistant	Debran@cupertino.gov	(408) 777-3139
City Hall	www.cupertino.gov	(408) 777-CITY

Please note: the City Council discourages submission of written materials on the day of the meeting as this does not provide enough time to give the materials fair evaluation. If you must provide written materials on the day of the meeting, as least one copy must be given to the City Clerk for the permanent record, and ten copies are preferred.

NEWS AND NOTICES FROM CITY HALL

EMAIL

Sign up for e-notification of agendas, elections, and other news on the city website at www.cupertino.org/notify

TELEVISION

The City Channel broadcasts City Council and Planning Commission meetings, as well as agenda previews, public service announcements, and other programs of community interest, on Channel 26 in Cupertino. The meetings are shown at these times:

Tuesday (live)	6:45 p.m.	Friday (replay)	10:00 a.m.
Thursday (replay)	7:00 p.m.	Saturday (replay)	9:00 a.m.

INTERNET

City Council and Planning Commission videos are available on demand at www.cupertino.org. Select "I Want To, View City Council meetings".

News and community information can also be found at:

<https://www.facebook.com/cityofcupertino/>

<https://twitter.com/CityofCupertino>

<https://www.instagram.com/cityofcupertino>

AUDIO

Tune into Radio Cupertino, 1670 AM, for meeting announcements, public service messages, and emergency announcements.

USEFUL TELEPHONE NUMBERS

City of Cupertino (City Hall)	General Information and Comments	(408) 777-CITY
Fire (Emergency)	Santa Clara County Fire Dept. dispatch	911
Fire (Non-Emergency)	Santa Clara County Fire Dept.	(408) 378-4010
Garbage	Recology South Bay	(408) 725-4020
Gas & Electricity	Pacific Gas & Electric (PG&E)	1-800-743-5000
Recreation & Community Services	Quinlan Community Center	(408) 777-3120
Police (Emergency)	Santa Clara County Sheriff dispatch	911
Police (Non-Emergency)	Santa Clara County Sheriff	(408) 868-6600
Public Health	Santa Clara County Public Health	(408) 732-3720
Sanitary Sewers	Cupertino Sanitary District	(408) 253-7071
Water	San Jose Water	(408) 279-7900
	California Water	(650) 917-0152



CITY MANAGER'S OFFICE

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3223 • FAX: (408) 777-3366
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: January 22, 2025

Subject

Authorization to execute a Joint Use Agreement for Continued Public Access to Santa Clara Valley Water District property situated along a portion of Stevens Creek Trail.

Recommended Action

Authorize the City Manager to execute a new Joint Use Agreement with Santa Clara Valley Water District for ongoing access to the District's property situated along a portion of the Stevens Creek Trail.

Background

The Santa Clara Valley Water District owns property within the Stevens Creek Corridor, and a segment of the Stevens Creek Trail runs through the property. The City and the District executed a twenty-five-year Joint Use Agreement in 1999, and the agreement expired on November 16, 2024. A new twenty-five-year Joint Use Agreement, similar in structure to the existing one, has been negotiated to extend public access and recreational opportunities along the trail. Under the new agreement, the City and Santa Clara Valley Water District continue to retain the flexibility to terminate the agreement at any time during the twenty-five-year period by providing 90 days' written notice.

The agreement facilitates recreational access and effective management and maintenance of the trail, ensuring its continued benefit to the Cupertino community. By formalizing this partnership, both entities reinforce their commitment to enhancing local recreational spaces and environmental stewardship in Cupertino.

Staff recommends that City Council authorize the City Manager to execute a new Joint Use Agreement for a term of twenty-five years. Santa Clara Valley Water District has agreed to the Joint Use Agreement as outlined in Attachment A.

Next Steps

The next step for this item is for the Santa Clara Valley Water District Board of Directors to approve the agreement. Without this agreement in place, continued recreational access for the Cupertino community may be at risk.

Sustainability Impact

This agreement prioritizes flood protection, stream stewardship, water resources management, and minimizing impact to natural habitat and wildlife.

Fiscal Impact

No fiscal impact.

California Environmental Quality Act

Execution of the agreement is exempt from the California Environmental Quality Act under CEQA Guidelines section 15301 (operation and maintenance of existing facilities).

City Work Program (CWP) Item

No.

CWP Item Description

N/A.

Council Goal

Quality of Life.

Prepared by: Daniel Degu, Economic Development Manager

Reviewed by: Christopher D. Jensen, City Attorney

Tina Kapoor, Interim Assistant City Manager

Approved for Submission by: Pamela Wu, City Manager

Attachment:

A – Draft Joint Use Agreement, City-Santa Clara Valley Water District, for Stevens Creek Trail

JOINT USE AGREEMENT
Stevens Creek Trail
Between McClellan Ranch Park and Blackberry Farm Park

This JOINT USE AGREEMENT (this “**Agreement**”) is entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a California Special District created by the California Legislature, hereinafter referred to as “**Valley Water**”, and the CITY OF CUPERTINO, a municipal corporation, hereinafter referred to as “**City**”. Valley Water and City may be referred to individually as “Party” or collectively as the “Parties” or the “Parties to this Agreement”. This Agreement will become effective on the later of the last-signed signature date set forth below (the “**Effective Date**”), _____, 2024.

RECITALS:

- A. Valley Water is the owner of certain real property (“**Premises**”) containing Stevens Creek Trail, shown on Exhibit A, attached hereto.
- B. City desires to maintain improvements and allow for continued public use of Stevens Creek Trail on the Premises.
- C. This Agreement supersedes and replaces the Existing Joint Use Agreement (JUA) for Stevens Creek Trail at McClellan Ranch (A4346X).
- D. City’s and the public’s use of the Premises for the Trail, as extended, will not unreasonably interfere with Valley Water’s mission of flood protection, water resource management, and stream stewardship.
- E. The Parties find it to be in the public interest to provide for joint use of the Premises by means of this Agreement under the following terms and conditions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.
- 2) **Supersedes Existing JUA.** City and Valley Water waive the 90-day notice of termination requirement in Provision 11 of the Existing JUA. City and Valley Water agree that this Agreement supersedes and replaces the Existing JUA as of the Effective Date of this Agreement.
- 3) **Scope of the License Grant to City.** Subject to the terms and conditions of this Agreement, Valley Water hereby grants to City a non-exclusive license to access and do any or all the following on the Premises:
 - a. To construct, operate, maintain, repair, replace, and remove improvements and other Trail amenities for public recreational purposes on the Premises including, but not limited to, pedestrian and bicycle trails, trailheads, fencing, fixtures (trash receptacles, benches, etc.) and signage (collectively, “**City Improvements**”). Any and all work related to construction,

operations, and maintenance of the Trail will be completed in accordance with applicable federal, state, and local environmental regulations, including but not limited to the federal and state Migratory Bird Treaty Acts, Clean Water Act, federal and state Endangered Species Act, the California Fish and Wildlife Code, and the Porter-Cologne Act and any amendments thereto. All City Improvements shall comply with all building and fire codes and other applicable legal requirements. If Valley Water approves the City Improvements, Valley Water shall issue a permit to City for the improvements ("**Valley Water Permit**"), which approval shall be in Valley Water's sole discretion; provided that Valley Water's approval shall not be unreasonably delayed, conditioned, or withheld.

b. To provide for public access such as bicycling, walking, jogging, hiking, and similar trail uses in accordance with all applicable legal requirements to the extent such activities do not interfere with Valley Water's mission of flood protection, water resource management, and stream stewardship.

c. To host special public recreational events (e.g., races, bike-to-work events, etc.) that may include an otherwise restricted component such as allowing private vehicular access for safety purposes, so long as Valley Water issues City a Valley Water Permit to host the event.

d. Subject to the conditions and restrictions contained in this Agreement, City shall have full authority to restrict, control, regulate, and/or supervise public use of the Trail for recreation. City may, at its discretion, consistent with Valley Water's Superior Rights and City's Subordinate Rights described in Section 12, and without diminution of Valley Water's ability to provide flood protection, stream stewardship, water resources management, including the operation and maintenance thereof, or hazardous materials cleanup on the Premises, take any measures of every kind that, in the opinion of City, may be necessary for the health and safety of the public using the Premises. City is responsible for any damage to either Valley Water improvements or City Improvements that result from City's or the public's use of the Premises. City will be responsible for all costs for repair of damage to Valley Water or City's improvements caused by City or the public.

4) Prohibited Uses of Trail. City shall post notices at all Trail entrances notifying users that the following are prohibited:

- Entry of motor vehicles (except for maintenance repairs, emergency, and enforcement vehicles and mobility devices otherwise allowed by law)
- Unleashed dogs
- Public access during Trail closures when maintenance equipment and vehicles and/or emergency vehicles are present

Subject to the foregoing prohibitions and any other restrictions set forth in this Agreement, City shall have the sole authority and responsibility to adopt Trail rules and regulations consistent with federal, state, and local regulations to govern the public's use of the Premises that will not interfere with Valley Water's mission of flood protection, water resource management, and stream stewardship, as determined by Valley Water.

5) Trash and Litter Removal. City will remove trash from the Premises that is likely to have been generated from public use of the Premises. City will be responsible for maintaining, servicing, and emptying trash receptacles and for rubbish removal as reasonably necessary, including providing

for lawful disposal of hazardous waste and/or biowaste. Separately, Valley Water will manage an Adopt-a-Creek program to provide opportunities for volunteer public trash removal.

- 6) Vegetation Management.** If existing vegetation or trees interfere with City Improvements, the public's use of the Premises, or have been deemed hazardous and a danger to the safety of the public, City is responsible for trimming or removal, as City deems necessary, in accordance with applicable federal and state laws and Valley Water Permit requirements. Valley Water shall provide vegetation management as needed for flood protection and fire code compliance consistent with its management of comparable flood protection facilities. All pruning by City or City contractors on the Premises must follow ISA ANSI guidelines. Herbicide use on the Premises must be performed by or under the direct supervision of a licensed QAC/QAL to ensure herbicides are only applied on the Trail or City Improvements, are suitable for the purpose and environment they are applied to, and do not drift onto adjacent Valley Water mitigation habitat, waters, or natural habitat. City shall only use herbicides approved for aquatic use in all areas below top of bank of a creek, within 20 feet of top of bank of a creek or where required by law.
- 7) Graffiti Removal.** City will have the primary responsibility for removal of graffiti on the Premises reasonably attributed to use of the Trail. City will provide graffiti removal in compliance with City's graffiti abatement program, including graffiti removal from City Improvements consistent with its implementation of the same program at comparable City facilities. No permit from Valley Water, nor any advance notice, will be required for City to remove routine graffiti from any City or Valley Water facility within the Premises. Any and all materials used by City in the removal of graffiti within the limits of this Agreement shall be approved for use in the State of California and consist of environmentally safe products which will not harm the channel environment of the Premises in any way.
- 8) Pioneer Trails.** City and Valley Water shall meet and confer to determine the need for fencing or other protective measures on a trail whenever the public pioneers unauthorized trails. City shall have primary responsibility for installing and maintaining measures that deter off trail uses. Valley Water may install, at its sole cost unless otherwise agreed by City, any additional measures to control public ingress or egress that may be necessary to protect environmentally sensitive areas or Valley Water facilities.
- 9) Public Safety.** The Santa Clara County Sheriff's Office will provide public safety services to the Trail pursuant to its contract with City. Valley Water has no obligation whatsoever to provide or pay for police patrols.
- 10) Encampments.** City and Valley Water shall meet and confer in good faith to determine the need and protocol for abating any encampment which blocks Trail access.
- 11) Public Complaints.** City is responsible for responding to all public complaints and inquiries regarding City Improvements, including the Trail, and to all complaints and inquiries regarding the public's use of the Premises.
- 12) Construction, Maintenance, and Repairs.**

a. Valley Water is responsible for performing construction, operations, maintenance, and repairs on the Premises for flood protection, stream stewardship, and water resource management in a manner consistent with its construction, maintenance, and repairs of comparable facilities or creeks. It is expressly understood that Valley Water is engaged in flood protection, the protection of water resources, and stream stewardship, and that the terms and conditions of this Agreement will not in any way interfere with the absolute, free, and unrestricted right of Valley Water to operate and maintain for flood protection, water resource management, and stream stewardship purposes, the stream bed and banks, or any appurtenant works thereto, or to repair or construct any of its works, or to allow the raising or lowering of the height of the water present upon the Premises (“**Superior Rights**”). City will have the right to build additional improvements on the Premises necessary or convenient to the enjoyment of this Agreement, provided that any such improvement is, in each case during the term of this Agreement, first approved by Valley Water by issuance of a Valley Water Permit in its sole, unfettered discretion (“**Subordinate Rights**”). City acknowledges Valley Water’s Superior Rights and that City’s rights are subordinate thereto.

- i) If removal or relocation of City’s fencing is necessary to allow Valley Water to conduct construction, operations, maintenance, or repairs on the Premises, City shall remove or relocate its fencing at its own expense within 15 working days after receiving written notice from Valley Water.
- ii) If Valley Water requires that any other City Improvement be removed or relocated for any Valley Water purpose, City will do so at its own expense within 90 days after receiving written notice from Valley Water.
- iii) If removal or relocation of City Improvements, including vegetation installed by City, requires mitigation under the California Environmental Quality Act or as a regulatory permit requirement, City will be responsible for all costs required to fulfill any required mitigation responsibilities, including providing lands to place mitigation and providing mitigation monitoring and reporting.
- iv) If Valley Water engages in any construction on the Premises, Valley Water will inform City during preconstruction planning to minimize any adverse impact of Valley Water’s project on City Improvements.
- v) Valley Water agrees to exercise reasonable care during construction, operations, maintenance, and repair activities to minimize damage to City Improvements. Valley Water is not responsible for any damage to or replacement of City Improvements that results from Valley Water’s construction, operation, maintenance, or repair of flood protection or stream stewardship facilities located on or near the Premises, including, without limitation, any flood flows or inundation from Stevens Creek on the Premises, unless the damage to City Improvements is caused by Valley Water’s sole negligence or willful conduct.
- vi) Any replacement of City’s Improvements following Valley Water’s construction, maintenance, or repairs on the Premises will be City’s responsibility and cost and shall require a Valley Water Permit under Section 3(a). City is solely responsible for informing the public on the operational status of the Trail, including any plans to close the Trail temporarily or permanently.
- vii) In non-emergencies, City and Valley Water staff will meet, whenever necessary, for

the purpose of scheduling routine maintenance, including, but not limited to:

- (a) Maintenance issues related to improvements;
 - (b) Non-emergency work requiring the use of heavy equipment, barricading, pedestrian detour plans, and/or restricting access to the Premises. Valley Water and City further agree to notify one another's designated representative at least ten workdays prior to commencement of such work to minimize public impacts.
- viii) In an emergency on or affecting the Premises, Valley Water may require removal or relocation of any City Improvement without notice to City.

b. City has sole responsibility for:

- i) the construction, operation, maintenance, and repair of all City Improvements;
- ii) maintenance and operation of all City Improvements in usable and safe condition; and
- iii) the duty, cost, and expense of providing any security; police; preparation of traffic and pedestrian detour plans, including installation of required appurtenances; public notices/communications/signage for Trail closures or detours; Trail amenities (including fencing); modifications or replacements; or other expenditure necessary to temporarily prohibit or control public access to the Premises that Valley Water would not ordinarily incur to complete scheduled routine maintenance pursuant to this provision.

13) Water Level Fluctuations. The level of water on the Premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the Premises. City shall be responsible for the control of or limiting the public's use of the Premises to protect the health and safety of the public from fluctuation in water levels or flooding of the Premises.

14) Signage. City has sole responsibility for providing signage pursuant to Section 12b to notify the public of Trail closures. The Parties will cooperate to create and install signage that benefits the programs of each Party such as Trail closure detour signage, maintenance vehicle warnings, entrance signage, interpretive signs and benches, and joint uses when applicable. The Deputy Operating Officer of Valley Water and the Parks and Recreation Director of City or their respective designees will meet and confer on a periodic basis to plan the installation of appropriate signage that serves the needs of both parties. All signs placed on the Premises by City (except existing signs that identify the facility (e.g., Trail) by name must include Valley Water's logo in equal size and symmetrical relationship to any other logos contained on such signs. In addition, all City signs placed on the Premises or City publications relating to the Trail that describe water resources must be developed in conjunction with Valley Water. Each Party is responsible for the maintenance and upkeep of its signage installed on the Premises.

15) Bird Nesting Season. To the extent feasible, the Parties shall avoid construction or maintenance activities on the Premises during bird nesting season (generally between January 15th and August 31st). If construction or maintenance work must be done during the nesting season, a pre-construction survey by a qualified biologist must be undertaken to determine the presence of nesting. If nesting activity is reported, the biologist is expected to recommend that the City implement adequate mitigation measures to protect the nesting area. Environmental impacts will be considered prior to all work by the responsible Party (City or Valley Water, and/or their agents)

performing said work.

16) Term of Agreement. The term of this Agreement (including the rights and obligations contained herein), shall commence on the Effective Date and shall expire on the 25th anniversary of the Effective Date, unless either Party requests a renewal of and/or amendment to the agreement no less than 180 days prior to the expiration of the then-existing term. If either Party requests a renewal and/or amendment to the agreement, and a renewal and/or amendment has not been implemented prior to the expiration of this Agreement, then City shall either close and prevent public access to the Premises until a new agreement is executed or, subject to written approval by Valley Water's Chief Executive Officer and upon written request by City, this Agreement may be extended for no more than 1 year to maintain public access to the Premises while ongoing efforts are made to execute a new Agreement.

17) Termination of Agreement. Either Party may terminate this Agreement after providing the other Party with at least 90 days prior written notice of its intent to terminate this Agreement. Upon the termination or expiration of this Agreement, City must remove all City Improvements from the Premises and leave the Premises in a condition as near as reasonably practical to its condition prior to the installation and/or development of such improvements. Notice of intent to terminate may be given by City's Director of Public Works. Notice of intent to terminate may be given by Valley Water's Chief Executive Officer.

18) Indemnification by City. Notwithstanding any other provision of this Agreement, City agrees to indemnify, defend, and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the: (i) public's use of the Premises, (ii) public's use of real property adjacent to the Premises, or (iii) negligence or willful misconduct of City's officers, agents, employees, or independent contractors, except to the extent caused by Valley Water's active or gross negligence or willful misconduct. This Agreement to defend, indemnify, and hold harmless Valley Water will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of Premises or any other cause of any kind or nature.

19) Indemnification by Valley Water. Notwithstanding any other provision of this Agreement, Valley Water agrees to indemnify, defend, and hold harmless City, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses, and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of and are caused by Valley Water's active or gross negligence or willful misconduct. This Agreement to defend,

indemnify, and hold harmless City will operate only to the extent that the basis of the claim, liability, loss, damage, or injury is a result of Valley Water's active or gross negligence or willful misconduct and not a result of or caused by any physical condition of Premises.

20) Insurance. City and Valley Water shall, throughout the duration of this Agreement, maintain and cause its contractors to maintain sufficient insurance and coverage as described in Exhibit B, attached hereto and incorporated herein. City and Valley Water can meet the insurance requirements of this Section through self-insurance which can be substantiated by issuance of a certificate of self-insurance.

21) Equal Opportunity Employer. Valley Water is an equal opportunity employer and requires public agencies that it enters into this Agreement with to have and adhere to a policy of equal opportunity and non-discrimination. In the performance of the Agreement, City will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any subcontractor, employee, or applicant for employment in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

Compliance with Applicable Equal Opportunity Laws. City's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections §503 and §504); the Age Discrimination Act of 1975 (42 U.S.C. §sec. 6101 et seq.); the California Fair Employment and Housing Act (Government Code §12900 et. seq.); and California Labor Code §1101 and §1102.

City must designate a specific position within its organization to be responsible for investigating allegations of non-compliance with anti-discrimination and anti-harassment provisions of this Agreement. City must conduct a fair, prompt, and thorough investigation of all allegations directed to City by Valley Water. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, City must take prompt, effective disciplinary action against the offender.

22) Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either Party in writing:

City:

City of Cupertino
Attention: Public Works Director
10300 Torre Avenue
Cupertino, CA 95014-3266

Valley Water:

Santa Clara Valley Water District
Attention: Clerk of the Board
5750 Almaden Expressway
San Jose, CA 95118
w/copy to Lands Management Program

- 23) Successors and Assigns.** This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. City will neither assign nor sublet this Agreement without the prior written consent of Valley Water.
- 24) Choice of Law.** This Agreement is governed by California law. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.
- 25) Amendments.** This Agreement may not be modified or amended except in writing signed by the authorized representative of both parties and approved as required by applicable law.
- 26) Compliance with Laws.** Each Party shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, and employees to comply with all applicable federal, state, and local laws, statutes, orders, ordinances, rules, and regulations.
- 27) Not Real Property Interest.** It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee, or other interest in a Party's real property to the other Party.
- 28) Attorney's Fees.** In the event of a dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing Party is entitled to collect from the other its reasonable attorney's fees as established by the judge or arbitrator presiding over such dispute.
- 29) Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 30) Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

- 31) Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 32) Electronic Signature.** Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.
- 33) No Third-Party Beneficiaries.** This Agreement is entered into only for the benefit of the Parties executing this Agreement and not for the benefit of any other individual, entity, or person.
- 34) Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the Valley Water.
- 35) Entire Agreement and Incorporation of Exhibits.** This Agreement, together with all exhibits referenced herein and attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written and oral understandings.

signatures next page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last written below.

"City"

CITY OF CUPERTINO

A municipal corporation

"Valley Water"

SANTA CLARA VALLEY WATER DISTRICT,

a Special District, created by the California Legislature

By: _____ Date: _____

Pamela Wu
City Manager

By: _____ Date: _____

Interim Chief Executive Officer

ATTEST:

ATTEST:

Kirsten Squarcia
City Clerk

Interim Clerk of the Board of Directors

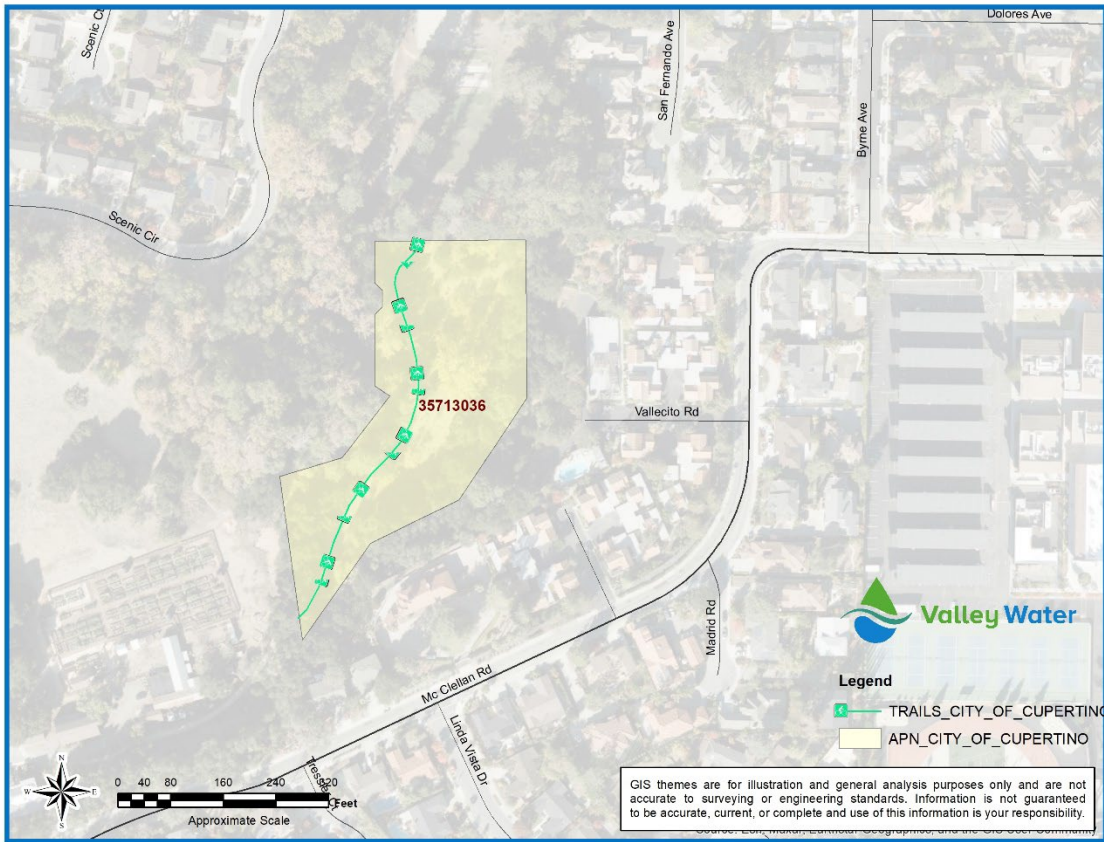
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Christopher D. Jensen
City Attorney

J. Carlos Orellana
District Counsel

EXHIBIT A (PREMISES)



Document Name: Join Use Agreement MERGE

EXHIBIT B (INSURANCE REQUIREMENTS)

Without limiting the Contractor's indemnification of, or liability to, the Santa Clara Valley Water District ("Valley Water") and the City of Cupertino, the Contractor must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions as listed below.

Contractor must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Contractor's insurance agent(s) and/or broker(s), who have been instructed by Contractor to procure the insurance coverage required herein.

In addition to certificates, Contractor must furnish Valley Water with copies of all original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by Valley Water.** In the event of a claim or dispute, Valley Water has the right to require Contractor's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment insurance document.

If your insurance broker has any questions about the above requirements, please advise him/her to email Valley Water Risk Manager at RiskManager@valleywater.org.

CERTIFICATES OF INSURANCE

Contractor shall furnish Valley Water with a Certificate of Insurance. The certificates will be issued on a standard ACORD Form.

Contractor shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated Valley Water Agreement Administrator and email a copy to valleywater@ebix.com.

The certificates will:

1. Identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. Include copies of all the actual policy endorsements required herein; and
3. In the "Certificate Holder" box include:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

and

**City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. Valley Water agreement or project number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies.

If Contractor receives any notice that any of the insurance policies required by this Exhibit B, Insurance may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer shall immediately provide written notice to the designated Valley Water Agreement Administrator that such insurance policy required by this Exhibit B Insurance is canceled or coverage is reduced.

MAINTENANCE OF INSURANCE

If Contractor fails to maintain such insurance as is called for herein, Valley Water, at its option, may suspend payment for work performed and/or may order Contractor to suspend all Contractor's work at Contractor's expense until a new policy of insurance is in effect.

RENEWAL OF INSURANCE

Contractor will provide Valley Water with a current Certificate of Insurance and endorsements within Thirty (30) business days from the expiration of insurance.

Contractor shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

valleywater@ebix.com

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

and

**City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014**

Contractor must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

REQUIRED COVERAGES

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$500,000 per occurrence/**\$500,000** aggregate limits for bodily injury and property damage.

\$500,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by Valley Water.

General Liability insurance must:

- a. Be written on standard ISO forms, or inspected by Valley Water Risk Manager.
- b. Include coverage at least as broad as found in standard ISO form CG 0001.
- c. Include Premises and Operations.
- d. Include Contractual Liability expressly including liability assumed under this Purchase Order.
- e. If Contractor will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- f. Include Owners and Contractor's Protective liability.
- g. Include Severability of Interest.
- h. Include Explosion, Collapse and Underground Hazards, (X, C, and U).
- i. Include Broad Form Property Damage liability.
- j. Contain no restrictive exclusions (such as but not limited to CG 2153, CG 2144 or CG 2294).

Valley Water reserves the right to require certain restrictive exclusions be removed to ensure compliance with the above.

2. Business Auto Liability Insurance with coverage as indicated:

\$500,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

Excess or Umbrella policies may be used to reach the above limits for the General Liability and/or Business Auto Liability insurance limits, however all such policies must contain a primacy clause (See Section 2, General Conditions) and meet all other General Conditions below.

3. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for Valley Water.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

GENERAL REQUIREMENTS

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Contractor must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. **NOTE:** This section does not apply to the Workers' Compensation.
2. **Primacy Clause:** Contractor will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that Contractor's insurance is primary with respect to any other insurance which may be carried by Valley Water, its Directors, its officers, agents and employees, and Valley Water's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Contractor will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to Valley Water.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Valley Water's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by Valley Water. At the option of Valley Water, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Valley Water, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Contractor agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.
6. **Subcontractors:** The Contractor shall secure and maintain or shall be responsible for ensuring that all subcontractors performing the Contract Services secure and maintain all insurance coverages appropriate to their tier and scope of work in a form and from insurance companies reasonably acceptable to Valley Water.
7. **Amount of Liability Not Limited to Amount of Insurance:** The insurance procured by Contractor for the benefit of Valley Water must not be deemed to release or limit any liability of Contractor. Damages recoverable by Valley Water for any liability of Contractor must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** Except for Professional Liability, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Contractor agrees to waive subrogation against Valley Water to the extent any loss suffered by Contractor is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy described in **Required Coverages** above. Contractor agrees to advise its broker/agent/insurer and agrees to provide evidence (either

through the Certificate of Insurance, endorsement or language in the insurance contract) that subrogation has been waived by its insurer.

10. **Non-compliance:** Valley Water reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

CHECKLIST OF DOCUMENTS NEEDED

General Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Auto Liability:	A.	Limits (\$500,000)	
	B.	Additional Insured (Endorsement)	
	C.	Waiver of Subrogation (COI, Endorsement or policy language)	
	D.	Primacy (COI, Endorsement or policy language)	
	E.	Cancellation Endorsement	
Umbrella:	A.	Limits (\$)	
	B.	Primacy (Endorsement or policy language)	
Workers' Comp:	A.	Limits (\$1,000,000)	
	B.	Waiver of Subrogation (Endorsement or policy language)	
	C.	Cancellation Endorsement	

Exhibit B, Joint Use Agreement GL/AL \$500K/WC_11.26.2024

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CC 01-22-2025

Item No. 8

Stevens Creek Blvd. Bike
Lane Project

Written Communications

From: [Santosh Rao](#)
To: [City Clerk](#)
Subject: Fw: Defund concrete cinder block bike lane projects.
Date: Friday, January 17, 2025 9:02:54 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk,

Please include the below in written communications for the upcoming city council meeting.
Thank you.

Thanks,
Santosh Rao

Begin forwarded message:

On Friday, January 17, 2025, 9:01 AM, Santosh Rao <santo_a_rao@yahoo.com> wrote:

Subject: Addressing Spending Priorities and Resident Concerns

Dear Mayor Chao and Cupertino City Council Members,

I am writing to express my deep disappointment regarding the priorities reflected in the first agenda under the current leadership, following nearly 40 days without a council meeting.

Residents made their voices heard loud and clear in the 2024 election. The resounding message was frustration with the city's repeated disregard for common-sense solutions and its ongoing focus on projects that prioritize costly, disruptive infrastructure—such as concrete cinder block bike lanes—at the expense of road users. Yet, the first significant proposal brought forward is a \$1.6 million allocation for more such bike lanes.

This decision feels entirely out of step with the will of the electorate. Residents have overwhelmingly rejected the notion of eliminating road lanes, restricting right turns, and making it harder for commuters to travel across our city—all while plans for thousands of new housing units on already congested streets like McClellan Road and Linda Vista Drive move forward. These are the very issues that led to the defeat of candidates advocating for these policies, yet the agenda appears to reflect their platform instead of the resident mandate for change.

Over the past months, I spoke with countless residents who expressed their frustration with the city's fixation on bike lanes at the expense of the 60,000+ daily auto users. If the only solution the city's traffic engineering department can offer is concrete bike lanes, it may be time to reassess this department's leadership, goals, or even its necessity. Cupertino needs traffic engineers who can focus on meaningful road improvements and solutions that address the needs of

the majority of residents.

The city must refocus its priorities on critical infrastructure and inter-agency collaboration, including:

- **Fire readiness:** Ensuring adequate water in hydrants and reservoirs, and effective communication between city, fire district, and water agencies.
- **Emergency preparedness:** Strengthening oversight and cooperation with key agencies like County Fire District, County Supervisor, Valley Water, SJW, and the County Sheriff's Department.
- **Road infrastructure:** Addressing the immediate needs of our auto users while maintaining safety and efficiency for all commuters.

I strongly urge the council to reject the \$1.6 million expenditure on additional concrete bike lanes and redirect those funds toward infrastructure that benefits the broader community, including fire and emergency readiness and road improvements.

Moreover, the city should prioritize initiatives that enhance community engagement and quality of life, such as:

1. Fully funding an all-day July 4th community celebration, including daytime festivities at Blackberry Farm and evening fireworks.
2. Reducing consultant expenditures and reallocating those funds toward Parks and Recreation events that are affordable and accessible for Cupertino residents, with tiered pricing for non-residents.

Additionally, I request that the traffic engineering department provide transparent data on bike usage for recently constructed bike lanes, such as those on De Anza Boulevard and Stevens Creek Boulevard. The community deserves to know whether these projects are delivering meaningful value.

Finally, I ask that the council and the mayor set a higher standard for agenda items, aligning them with the resident mandate. Consultation with recently elected officials who campaigned on resident-centered priorities may help ensure the council's focus remains on the community's needs.

It is not "business as usual." Residents are increasingly frustrated and expect meaningful change. Please listen to their voices, reject wasteful spending, and redirect resources toward critical infrastructure and community-benefiting initiatives.

Thank you for your attention to these important matters.

Sincerely,

San Rao

Cupertino resident

CC 01-22-2025

Item No. 9

Approve an agreement
with Advanced Systems
Group, LLC

Written Communications

From: [Peggy Griffin](#)
To: [City Council](#)
Cc: [City Clerk](#)
Subject: 2025-01-22 City Council Meeting - PULL ITEM 9 CONSENT - Impact on Council meetings, EOC, Project Creep
Date: Tuesday, January 21, 2025 3:00:52 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Chao, Vice Mayor Moore, Councilmembers and Staff,

Please PULL CONSENT ITEM 9. This project needs to be discussed, please. It has the potential to impact the EOC funding, Council meetings and take staff resources.

My concerns are:

Q1: EOC...Can these funds be used for the EOC instead?

The EOC is communications, video, etc. If they can be used for our EOC then has the decision been made that Community Hall is where the EOC will be located permanently?

Q2: Impact on availability of Community Hall for Council meetings...

-Will there be a disruption?

-If so, how long and can it be prevented? Where would these meetings be held?

This contract indicates it will be done August 2027! *Would Community Hall be unusable Council meetings for the next 2 years?*

Q3: Project creep...Although Quinlan was upgraded by this company in 2022 (see Attachment A-Draft Agreement.pdf, page 33 of 52), will it need to be upgraded again to work with this new system?

If so, this is project creep where this would be an additional increase in budget.

Q4: Staff time...How much staff time will this project take and by whom?

My concern is using valuable staff time which would take away from a more critical project such as the EOC.

Q5: Can this project be delayed to allow the EOC and City Hall upgrades to be completed first?

If so, can some of these funds be used there?

Sincerely,
Peggy Griffin

From: [Peggy Griffin](#)
To: [City Council](#)
Cc: [City Clerk](#)
Subject: 2025-01-22 City Council Meeting - PULL ITEM 9 CONSENT - \$1.2M Community Hall broadcast upgrade
Date: Monday, January 20, 2025 10:25:36 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PLEASE INCLUDE THIS EMAIL AS PART OF WRITTEN COMMUNICATIONS FOR THE ABOVE MEETING AGENDA IITEM.

Dear Mayor Chao, Vice Mayor Moore, Councilmembers and Staff,

Regarding Consent Item #9...**PLEASE PULL THIS ITEM** so it may be discussed and the following items discussed in public.

Questions I have are:

Q1: What specifically has triggered this need for an upgrade?

Q2: Are there problems? If so, what are they?

Q3: Will this upgrade be compatible with the broadcasts currently being done at the Quinlan Center?

If not, what will need to be changed, how much will it cost and how will it be funded?

Q4: Will this upgrade allow the video capturing of BOTH the Council meeting and any councilmembers attending remotely as part of public record?

Q5: Please verify that the funds needed for this project ALREADY EXIST in a fund and will not be using unassigned funds of any kind?

Q6: What does this statement mean? (top of Page 2 of 6 of Staff Report)

what does this mean?

Additionally, the project will centralize the control room within the Community Hall, facilitating smoother integration and more efficient operation of the audiovisual systems.

Sincerely,
Peggy Griffin

CC 01-22-2025

Item No. 12

FY 2025-27 City
Work Program
Study Session

Written Communications

From: [Peggy Griffin](#)
To: [City Council](#)
Cc: [City Clerk](#)
Subject: 2025-01-22 City Council Meeting - ITEM 12 City Work Program
Date: Tuesday, January 21, 2025 12:02:54 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PLEASE INCLUDE THIS EMAIL AS PART OF THE WRITTEN COMMUNICATIONS FOR THE ABOVE MEETING AGENDA ITEM.

Dear Mayor Chao, Vice Mayor Moore, City Councilmembers and Staff,

After reviewing your top 10 items and considering my personal preferences, I would hope you prioritize the following:

1. Update the Council Procedure Manual and city written communications policy to include ALL input ASAP!
2. Emergency Operations Readiness (#1 Wang's list)
 - a. With all the fires in the LA area and the fact that we are long overdue for a major earthquake, the EOC needs to be ready NOW! I've heard so many versions of where it is or will be located (city maintenance yard, Community Hall, City Hall, Torre Annex). PLEASE decide and get it done! Use the one-time funds and don't waste them.
3. City Hall Seismic Safety Issues (#7 Wang's list and #3 Mohan's list)
 - a. Get this done! Use the one-time funds and don't waste them.
4. Urban Forest/Tree List/Canopy (#5 Chao, #5 Moore, #1 Fruen)
5. Restore Commissions (#10 Chao, #2 Wang)
6. Public Safety-license plate readers, neighborhood readers, "We're bright at night", (#3 Moore, #9 Wang)
7. Public Safety-block leader and neighborhood watch (#8 Wang)
8. Update City's Impact Fees (#5 Chao, #6 Mohan)
9. 5G Ordinance (#10 Wang)
10. Reduce scope of Memorial Park Plan (#3 Chao, #6 Wang)

As you can see, there are several items that 2 or more of you agree on, at least generally. I would encourage you all to pick those items for sure!

Sincerely,
Peggy Griffin

From: [Peggy Griffin](#)
To: [City Council](#)
Cc: [City Clerk](#)
Subject: 2025-01-22 City Council Meeting - ITEM12 City Work Program Study Session
Date: Sunday, January 19, 2025 5:59:01 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PLEASE INCLUDE THIS EMAIL AS PART OF WRITTEN COMMUNICATIONS FOR THE ABOVE MEETING AGENDA ITEM.

Dear City Council and Staff,

In the Staff Report for the City Work Program Study Session, Page 3 of 4, under “Next Steps”, end of 1st paragraph there is an incomplete sentence.

Next Steps

The next step in the process is the **Council Goal Setting and Prioritization Workshop** (tentatively scheduled for **March 1**), which will provide a crucial opportunity for the Council to collaborate, establish or reaffirm goals, and outline the strategic direction for the next two years. Based on the ?

Following deliberations on this item, each Councilmember may refine their top 10 projects. In that case, Councilmembers should send their revised list of top 10 projects to staff no later than two weeks ahead of the Workshop. Staff will consolidate these lists into one list and further refine the preliminary estimates and present it to Council at the Workshop for consideration and eventual adoption.

Q: What was intended to be said?

Could the Staff Report be corrected to complete the sentence please?

The city is paying many consultants to provide many different services to the city but those services need to be monitored by city staff. This document was “Reviewed” and “Approved” by 2 different people but nobody caught it? Are we actually reviewing work or is it just a gathering of signatures?

Thank you,
Peggy Griffin

From: [Tracy Kosolcharoen](#)
To: [City Council](#); [City Clerk](#); [Cupertino City Manager's Office](#)
Subject: [02/22/25 Special Session] Agenda item 12 Written comments
Date: Tuesday, January 21, 2025 3:42:35 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council and staff,

Please include this as a written comment for agenda item 12. Thank you for the upcoming City Work Program agenda discussion. There are many worthwhile priorities listed across the Councilmembers' lists, and I have faith that a good outcome will be reached.

Given that the priorities on each Councilmember's list vary quite widely, I am writing to ask for prioritization of three initiatives:

1. Seismic retrofit & EOC: This has been on the table for years. The research around costs is already done. Since our number one priority should be to keep residents and staff safe, I see no reason why a low-cost retrofit and EOC should be postponed any further.

2. Memorial Park renovation: This is the largest park in our city, centrally located near retail and housing. A renovated park would positively impact our city by attracting more events, foot traffic to surrounding businesses, and improving overall perceptions of Cupertino as an appealing city to live, work, and do business in. Please consider a scaled-back renovation plan at a fraction of the original \$84M price tag. The current plan has too many line items and can be brought down to reasonable levels simply by paring back unnecessary updates or finding lower-cost contractors.

3. Defensible impact fee nexus study -- if we want a thriving retail community and downtown area, some degree of urban planning and city intervention is required to ensure that what is built is cohesive across multiple developers. Mayor Chao makes an excellent point that the impact fees can help encourage developers to build not only for profit, but for the community.

I am also writing to deprioritize or clarify several initiatives:

- **Please deprioritize dedicated bike lanes on major thoroughfares** like De Anza and Stevens Creek. We should be encouraging bikers to go down smaller roads with slower speeds of traffic, not fast-moving roads like Stevens Creek where a collision can mean a fatality. Research has shown that even with buffered roads, accidents still occur at intersections, where buffer protection ends. I have spoken with several bikers who strongly prefer to bike on smaller roads and would not bike down Stevens Creek because they feel traffic is going too fast.

- **Please clarify exactly what an urban forest is before considering prioritizing it.** Given the severity of recent wildfires, we need to be careful about increasing flammable foliage across our city. Street trees in medians and near concrete buildings are probably OK, but if we are planning on significantly increasing foliage in areas with wooden roofing/residential neighborhoods, we are making it easier for fires to spread. I emailed the environment@ and

sustainability@cupertino.gov email addresses and have not yet heard back, but it would be great to get some clarity on where exactly an urban forest would be implemented. The location is key. If we are talking about just street trees in medians, does this need to be a dedicated CWP item or can it just be part of ongoing street tree efforts?

Thank you for your consideration,
Tracy

From: [Yuvaraj Athur Raghuvir](#)
To: [City Council](#); [City Clerk](#); [Chad Mosley](#); [David Stillman](#); [Pamela Wu](#); [Rachelle Sander](#)
Subject: Addressing Spending Priorities and Resident Concerns
Date: Saturday, January 18, 2025 6:36:07 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk,

Please include the below in written communications for the upcoming city council meeting.

Subject: Addressing Spending Priorities and Resident Concerns

Dear Mayor Chao and Cupertino City Council Members,

I am writing to express my deep disappointment regarding the priorities reflected in the first agenda under the current leadership, following nearly 40 days without a council meeting.

Residents made their voices heard loud and clear in the 2024 election. The resounding message was frustration with the city's repeated disregard for common-sense solutions and its ongoing focus on projects that prioritize costly, disruptive infrastructure—such as concrete cinder block bike lanes—at the expense of road users. Yet, the first significant proposal brought forward is a \$1.6 million allocation for more such bike lanes.

This decision feels entirely out of step with the will of the electorate. Residents have overwhelmingly rejected the notion of eliminating road lanes, restricting right turns, and making it harder for commuters to travel across our city—all while plans for thousands of new housing units on already congested streets like McClellan Road and Linda Vista Drive move forward. These are the very issues that led to the defeat of candidates advocating for these policies, yet the agenda appears to reflect their platform instead of the resident mandate for change.

Over the past months, I spoke with countless residents who expressed their frustration with the city's fixation on bike lanes at the expense of the 60,000+ daily auto users. If the only solution the city's traffic engineering department can offer is concrete bike lanes, it may be time to reassess this department's leadership, goals, or even its necessity. Cupertino needs traffic engineers who can focus on meaningful road improvements and solutions that address the needs of the majority of residents. The data used regarding bike accidents is based on city wide use and does not adequately justify the need for dedicated bicycle lanes on the roads on which these changes are proposed.

The city must refocus its priorities on critical infrastructure and inter-agency collaboration, including:

Fire readiness: Ensuring adequate water in hydrants and reservoirs, and effective communication between city, fire district, and water agencies.

Emergency preparedness: Strengthening oversight and cooperation with key agencies like County Fire District, County Supervisor, Valley Water, SJW, and the County Sheriff's Department.

Road infrastructure: Addressing the immediate needs of our auto users while maintaining safety and efficiency for all commuters.

I strongly urge the council to reject the \$1.6 million expenditure on additional concrete bike lanes and redirect those funds toward infrastructure that benefits the broader community, including fire and emergency readiness and road improvements.

Moreover, the city should prioritize initiatives that enhance community engagement and quality of life, such as:

Fully funding an all-day July 4th community celebration, including daytime festivities at Blackberry Farm and evening fireworks.

Reducing consultant expenditures and reallocating those funds toward Parks and Recreation events that are affordable and accessible for Cupertino residents, with tiered pricing for non-residents.

Additionally, I request that the traffic engineering department provide transparent data on bike usage for recently constructed bike lanes, such as those on De Anza Boulevard and Stevens Creek Boulevard. The community deserves to know whether these projects are delivering meaningful value.

Finally, I ask that the council and the mayor set a higher standard for agenda items, aligning them with the resident mandate. Consultation with recently elected officials who campaigned on resident-centered priorities may help ensure the council's focus remains on the community's needs.

It is not "business as usual." Residents are increasingly frustrated and expect meaningful change. Please listen to their voices, reject wasteful spending, and redirect resources toward critical infrastructure and community-benefiting initiatives.

Thank you for your attention to these important matters.

Sincerely,
Yuva Athur
Cupertino resident

From: [Ravi Kiran Singh Sapaharam](#)
To: [City Clerk](#); [City Clerk](#); [Chad Mosley](#); [David Stillman](#); [Pamela Wu](#); [Rachelle Sander](#); [City Council](#); [City Council](#)
Subject: Addressing Spending Priorities and Resident Concerns
Date: Friday, January 17, 2025 9:43:32 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Clerk,

Please include the below in written communications for the upcoming city council meeting.

Subject: Addressing Spending Priorities and Resident Concerns

Dear Mayor Chao and Cupertino City Council Members,

Dear Honorable Members of the City Council,

I am writing to express my deep disappointment and concern regarding the priorities reflected in the first agenda under the current leadership. The nearly 40-day hiatus without a council meeting has only exacerbated the sense of disconnect between the council's decisions and the will of the electorate.

The 2024 election sent a clear message: residents are frustrated with the city's focus on costly, disruptive infrastructure projects, such as concrete cinder block bike lanes, at the expense of road users. Yet, the first significant proposal presented is a \$1.6 million allocation for more bike lanes, which feels out of step with the resident mandate for change.

Residents have overwhelmingly rejected the notion of eliminating road lanes, restricting right turns, and making it harder for commuters to travel across our city. It is imperative that the council refocus its priorities on critical infrastructure and inter-agency collaboration, including:

Fire Readiness: Ensuring adequate water supply and effective communication between city agencies

Emergency Preparedness: Strengthening oversight and cooperation with key agencies

Road Infrastructure: Addressing the immediate needs of auto users while maintaining safety and efficiency for all commuters

I urge the council to reject the \$1.6 million expenditure on bike lanes and redirect those funds toward infrastructure that benefits the broader community. Furthermore, I recommend prioritizing initiatives that enhance community engagement and quality of life, such as fully funding community celebrations and reducing consultant expenditures.

Transparency is crucial in this matter. I request that the traffic engineering department provide data on bike usage for recently constructed bike lanes, such as those on De Anza Boulevard and Stevens Creek Boulevard.

I implore the council and the mayor to set a higher standard for agenda items, aligning them with the resident mandate. It is time to listen to the voices of the residents, reject wasteful spending, and redirect resources toward critical infrastructure and community-

benefiting initiatives.

Thank you for your attention to these pressing matters.

Sincerely, Ravi Kiran Singh, Cupertino Resident