



CITY OF CUPERTINO

AGENDA

CITY COUNCIL

This will be a teleconference meeting without a physical location.

Tuesday, July 20, 2021

5:30 PM

Televised Special Meeting (5:30) and Regular City Council Meeting (6:45)

TELECONFERENCE / PUBLIC PARTICIPATION INFORMATION TO HELP STOP THE SPREAD OF COVID-19

In accordance with Governor Newsom's Executive Order No-29-20, this will be a teleconference meeting without a physical location to help stop the spread of COVID-19.

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

- 1) Tune to Comcast Channel 26 and AT&T U-Verse Channel 99 on your TV.**
- 2) 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) E-mail comments by 4:30 p.m. on Tuesday, July 20 to the Council at citycouncil@cupertino.org. 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.**
- 2) E-mail comments during the times for public comment during the meeting to the City Clerk at cityclerk@cupertino.org. The City Clerk will read the emails into the record, and display any attachments on the screen, for up to 3 minutes (subject to the Mayor's discretion to shorten time for public comments). Members of the public that wish to share a document must email cityclerk@cupertino.org prior to speaking.**

3) Teleconferencing Instructions

Members of the public may provide oral public comments during the teleconference meeting as follows:

Oral public comments will be accepted during the teleconference meeting. Comments may be made during “oral communications” for matters not on the agenda, and during the public comment period for each agenda item.

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_W6PA11Q-Rm6oMAMVa8oTjg

Phone

Dial: 669-900-6833 and enter Webinar ID: 976 6645 8532 (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.

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

Meeting ID: 976 6645 8532

SIP: 97666458532@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.
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In compliance with the Americans with Disabilities Act (ADA), anyone who is planning to attend this teleconference City Council 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 Council meeting to arrange for assistance. In addition, upon request, in advance, by a person with a disability, City Council meeting agendas and writings distributed for the meeting that are public records will be made available in the appropriate alternative format.

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 Tuesday, July 20, 2021, commencing at 5:30 p.m. In accordance with Governor Newsom's Executive Order No-29-20, this will be a teleconference meeting without a physical location. 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 - 5:30 PM

ORDINANCES AND ACTION ITEMS

1. Subject: Consider Blackberry Farm Golf Course Feasibility Study Options (includes options for minimal repairs, a renovated golf course, and returning the golf course to natural habitat); provide direction to staff.
Recommended Action: 1. Direct staff to update the study for minimal repairs to the golf course (Option 1) and to study returning the golf course to natural habitat (Option 3)
2. Approve Budget Modification Number 2122-148 to appropriate \$26,400 for these studies.
[Staff Report](#)
[A - Existing Conditions Site Map](#)
[B - Golf Course Preferred Alternative Conceptual Plan](#)
[C - Activity Participation Survey](#)

ADJOURNMENT

REGULAR MEETING

PLEDGE OF ALLEGIANCE - 6:45 PM

ROLL CALL

CEREMONIAL MATTERS AND PRESENTATIONS

1. Subject: Proclamation recognizing July as Parks and Recreation Month
Recommended Action: Present proclamation recognizing July as Parks and Recreation Month
[A - Proclamation](#)
2. Subject: Proclamation Acknowledging the Lowenthals for their Land Donation for the Stevens Creek Trail.
Recommended Action: Present Proclamation Acknowledging the Lowenthals for their Land Donation for the Stevens Creek Trail.
[A - Proclamation](#)

POSTPONEMENTS AND ORDERS OF THE DAY

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. 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.

REPORTS BY COUNCIL AND STAFF (10 minutes)

3. Subject: Brief reports on councilmember activities and brief announcements
Recommended Action: Receive brief reports on councilmember activities and brief announcements
4. Subject: City Manager update on emergency response efforts
Recommended Action: Receive City Manager update on emergency response efforts
5. Subject: Report on Committee assignments
Recommended Action: Report on Committee assignments

CONSENT CALENDAR (Items 6-20)

Unless there are separate discussions and/or actions requested by council, staff or a member of the public, it is requested that items under the Consent Calendar be acted on simultaneously.

6. Subject: Approve the June 1 City Council minutes
Recommended Action: Approve the June 1 City Council minutes
[A - Draft Minutes](#)
7. Subject: Approve the June 4 City Council minutes
Recommended Action: Approve the June 4 City Council minutes
[A - Draft Minutes](#)
8. Subject: Approve the June 15 City Council minutes
Recommended Action: Approve the June 15 City Council minutes
[A - Draft Minutes](#)
9. Subject: Approve the June 18 City Council minutes
Recommended Action: Approve the June 18 City Council minutes
[A - Draft Minutes](#)
10. Subject: Consider Award of a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years.
Recommended Action: Authorize the City Manager to Award a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years in an Amount Not to Exceed the Appropriated Budget of \$435,185 to the Lowest Responsive Bidder if there Are no Unresolved Bid Protests.
[Staff Report](#)
[A - Crossing Guard Locations](#)
[B - Draft Contract](#)
11. Subject: Accept Accounts Payable for the period ending May 10, 2021
Recommended Action: Adopt Resolution No. 21-060 accepting Payable for the period ending May 10, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
12. Subject: Accept Accounts Payable for the period ending May 17, 2021
Recommended Action: Adopt Resolution No. 21-061 accepting Payable for the period ending May 17, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
13. Subject: Accept Accounts Payable for the period ending May 24, 2021
Recommended Action: Adopt Resolution No. 21-062 accepting Payable for the period ending May 24, 2021

[A - Draft Resolution](#)

[B - AP Report](#)

14. Subject: Accept Accounts Payable for the period ending May 31, 2021
Recommended Action: Adopt Resolution No. 21-063 accepting Payable for the period ending May 31, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
15. Subject: Accept Accounts Payable for the period ending June 7, 2021
Recommended Action: Adopt Resolution No. 21-064 accepting Payable for the period ending June 7, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
16. Subject: Accept Accounts Payable for the period ending June 14, 2021
Recommended Action: Adopt Resolution No. 21-065 accepting Payable for the period ending June 14, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
17. Subject: Accept Accounts Payable for the period ending June 21, 2021
Recommended Action: Adopt Resolution No. 21-066 accepting Payable for the period ending June 21, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
18. Subject: Accept Accounts Payable for the period ending June 28, 2021
Recommended Action: Adopt Resolution No. 21-067 accepting Payable for the period ending June 28, 2021
[A - Draft Resolution](#)
[B - AP Report](#)
19. Subject: Consideration of Award of Construction Contract for the 2021 Pavement Maintenance Phase 2 - Project No. 2021-106.
Recommended Action: Award a Construction Contract for 2021 Pavement Maintenance Phase 2 Project, Authorize the City Manager to Execute a Contract in the Amount of \$906,906.00 with Intermountain Slurry Seal, Inc., and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$90,690.00, for a Total Authorized Contract Amount of \$997,596.00.
[Staff Report](#)
[A - 2021 Pavement Maintenance Phase 1 Project Street List](#)
[B - Draft Contract](#)

20. Subject: Consideration of Approval of a Contract Amendment with Nomad Transit, LLC (Via) to 1) Extend Via-Cupertino Shuttle Pilot Program by Extending the Contract Time; 2) Update Contract Language Due to California Assembly Bill (AB) 5, and Proposition 22; and 3) to Increase Driver Compensation.

Recommended Action: Approve a Contract Amendment with Nomad Transit, LLC (Via) (Attachment A) Extending the Contract End Date from August 20, 2021 to October 31, 2022, Including Revisions to Contract Language Pursuant to AB 5 and Proposition 22, and to Increase Driver Compensation.

[Staff Report](#)

[A - Draft Contract Amendment](#)

[B - Ridership Heat Map](#)

SECOND READING OF ORDINANCES

21. Subject: Consider and Act on Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Amending City Code Section 11.27.145, Designation of Preferential Parking Zones, to Add Serra Street (All Saturdays, Sundays, and Holidays, from 6 a.m. to 2 p.m.)"

Recommended Action: Conduct a Second Reading and Enact Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Amending City Code Section 11.27.145, Designation of Preferential Parking Zones, to Add Serra Street (All Saturdays, Sundays, and Holidays, from 6 a.m. to 2 p.m.)"

[A - Draft Ordinance](#)

PUBLIC HEARINGS

22. Subject: Hearing to approve lien assessment and collection of fees on private parcels resulting from abatement of public nuisance (weeds and/or brush) for the annual Weed and Brush Abatement Programs

Recommended Action: Conduct a hearing to consider objections from any property owners listed on the revised assessment report; and adopt Resolution No. 21-068 approving the lien assessment and collection of fees on private parcels for the annual Weed and Brush Abatement Programs to allow the County to recover the cost of abatement

[Staff Report](#)

[A - Draft Resolution and Exhibit A-1 \(Revised Assessment Report\)](#)

[B - Assessment Report](#)

[C - Passed Inspection Report](#)

[D - Revised Assessment Report](#)

[E - Adopted Resolution Ordering Abatement](#)

[F - City Mailed Hearing Notice](#)

23. Subject: Consideration of the Lease, Sale or City Operation of the Cupertino Municipal Water System and Provide Direction on These Options.
Recommended Action: 1. Conduct a Public Hearing to Consider Options for the Continued Operation of the Cupertino Municipal Water System; and
2. Adopt Resolution 21-069, Authorizing Initiation of the Public Utilities Code § 10061 Process to Approve a Future Long-term Lease of Real Property (Cupertino Municipal Water System) that May be Effective as Early as October 1, 2022 (Attachment A.)
[Staff Report](#)
[A - Draft Resolution](#)
[B - Water Service Map](#)
[C - Resolution 19-145](#)
[D - Amended & Restated Lease](#)

ORDINANCES AND ACTION ITEMS

24. Subject: Consider Proposed Amendments to Appointed Employees Compensation Program to include City Attorney Classification and to Reflect Annual Salary Amount, and Consider Proposed First Amendment to Employment Agreement for the City Attorney Changing Appointment Date to July 20, 2021.
Recommended Action: 1. Adopt Resolution No. 21-070 amending the Appointed Employees' Compensation Program (Attachment B), and
2. Adopt Resolution No. 21-071 approving the First Amendment to City Attorney Employment Agreement (Attachment C); Authorize the Mayor to execute the First Amendment to Employment Agreement with the new City Attorney for the City of Cupertino (Attachment D).
[Staff Report](#)
[A – Draft Resolution amending the Appointed Employees' Compensation Program \(Redline\)](#)
[B - Draft Resolution amending the Appointed Employees' Compensation Program \(Clean\)](#)
[C - Draft Resolution approving the First Amendment to City Attorney Employment Agreement](#)
[D - Draft First Amendment City Attorney Employment Agreement](#)
25. Subject: Consider increasing the current 0.75 Full-time Equivalent (FTE) Community Relations Coordinator (Block Leader Program) by 0.25 to make 1.0 Full-time Position
Recommended Action: Approve increasing the current 0.75 FTE Community Relations Coordinator (Block Leader Program) position by 0.25 and approve Budget Modification Number 2122-153 to appropriate \$38,352 for the 0.25 FTE addition.
[Staff Report](#)
26. Subject: Receive Internal Audit Enterprise Risk Assessment and Consider Approving Internal Audit Plan for FY 2021-22
Recommended Action: 1. Receive Internal Audit Enterprise Risk Assessment
2. Approve the Internal Audit Plan for FY 2021-22

[Staff Report](#)

[A - Enterprise Risk Assessment Report](#)

27. **Subject:** Receive 2021 Drought Condition Information and Update on the City's Ongoing Water Conservation Measures for City Operations; Provide Input to Staff on Potential Further Water Conservation Measures.

Recommended Action: Receive the Staff Presentation on the County's Drought Conditions and Provide Any Input.

[Staff Report](#)

[A - City of Cupertino Water Conservation Restriction Measures for City Operations](#)

[B - City Council Resolution Nos. 15-056 & 15-057](#)

[C - Valley Water Resolution 21-68](#)

[D - California Water Service Rule 14.1 Restrictions](#)

[E - San Jose Water Advice Letter 563](#)

ORAL COMMUNICATIONS - CONTINUED (As necessary)

COUNCIL AND STAFF COMMENTS AND FUTURE AGENDA ITEMS

ADJOURNMENT

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 teleconference 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, during normal business hours and in Council packet archives linked from the agenda/minutes page on the Cupertino web site.

IMPORTANT NOTICE: Please be advised that pursuant to Cupertino Municipal Code 2.08.100 written communications sent to the Cupertino City Council, Commissioners or City 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's website and kept in packet archives. You are hereby admonished not to include any personal or private information in written communications to the City that you do not wish to make public; doing so shall constitute a waiver of any privacy rights you may have on the information provided to the City.



CITY OF CUPERTINO

Agenda Item

21-9437

Agenda Date: 7/20/2021
Agenda #: 1.

Subject: Consider Blackberry Farm Golf Course Feasibility Study Options (includes options for minimal repairs, a renovated golf course, and returning the golf course to natural habitat); provide direction to staff.

1. Direct staff to update the study for minimal repairs to the golf course (Option 1) and to study returning the golf course to natural habitat (Option 3)
2. Approve Budget Modification Number 2122-148 to appropriate \$26,400 for these studies.



PARKS AND RECREATION DEPARTMENT

QUINLAN COMMUNITY CENTER
10185 NORTH STELLING ROAD • CUPERTINO, CA 95014-5732
TELEPHONE: (408) 777-3120 • FAX: (408) 777-1305
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Consider Blackberry Farm Golf Course Feasibility Study Options (includes options for minimal repairs, a renovated golf course, and returning the golf course to natural habitat); provide direction to staff.

Recommended Action

1. Direct staff to update the study for minimal repairs to the golf course (Option 1) and to study returning the golf course to natural habitat (Option 3).
2. Approve Budget Modification Number 2122-148 to appropriate \$26,400 for these studies.

Background

The Blackberry Farm Golf Course was constructed in 1962 and was privately owned until 1991 when the City purchased the property (Attachment A, site map). The current irrigation system is from the course's original installation, has asbestos concrete pipes, and has outlived its intended lifecycle by over 30 years.

In 2014, a new Master Plan for the Stevens Creek Corridor was initiated, consistent with a capital improvement project adopted and funded by the City Council for that fiscal year. Its goal was to create an updated vision and plan for the public lands along Stevens Creek, from McClellan Road northward to Stevens Creek Boulevard. Among the sites addressed by this Master Plan was the Blackberry Farm Golf Course. City Council reviewed several options for the creek corridor in addition to a feasibility study regarding the Blackberry Farm Golf Course, prepared by National Golf Foundation (NGF) Consulting.

The feasibility study for the Blackberry Farm Golf Course was discussed at a study session in December 2014 that was continued to February 2015. There was significant public comment at the time. Forty-seven unique speakers gave public comment at Commission and Council meetings. Of these 47, nine individuals were in favor of keeping the golf course, 12 were in favor of minimal change to the course or a return to natural habitat, and 18 who supported a complete return to natural habitat. The comments from the remaining eight speakers were not directly related to the golf course.

Many indicated an interest in an alternative option to return the golf course to natural habitat. The Audubon Society proposed their own option for the corridor which included a recommendation to either redesign the golf course to be natural and sustainable or restore it to a natural meadow or forest with walking trails. This alternate option was supported by the Audubon Society, Sierra Club, Committee for Green Foothills, Acterra, and many people in the community. Of the councilmembers, two were supportive of a par 3 course, two were in favor of fixing the irrigation, and one supported conversion of the golf course into natural habitat.

In 2016, a feasibility study for a draft preferred alternative for the golf course was presented to the City Council. It included information for a recommended renovation of the golf course and additional financial information (Attachment B). The conceptual plan for the golf course included a shorter par-3 layout on a smaller footprint, a nature-themed putting course, a short game practice area, a relocated clubhouse/restaurant that would incorporate a golf shop, grill, golf practice hitting bays, and space that could accommodate meetings and events for up to 200 people, conversion of the Blesch home to parking and creek restoration, and a foot bridge to the trail. This alternative did not include a new park entry road from Stevens Creek Boulevard. Seven speakers gave public comment at the Council meeting. Of these seven, four were supportive of the preferred alternative, one was in favor of minimal repairs, and two comments were not specific to the golf course portion of the plan. The City Council chose not to take any action at that time, and the Stevens Creek Corridor Master Plan was put on hold until completion of the Parks and Recreation System Master Plan. The Parks and Recreation System Master Plan was completed and adopted February 18, 2020. The current FY 21-22 City Council Work Program includes an item to identify options for short and long-term improvements for the golf course.

Discussion

The City revisited the golf course feasibility study options prepared by National Golf Foundation Consulting and prior discussions by Council and the public. Based on this review, staff is seeking direction on whether to:

- 1) Update the feasibility study to perform minimal repairs for the golf course.
- 2) Update the feasibility study for renovating the golf course to a layout similar to the 2016 preferred alternative in Attachment B. This would include a shorter par 3 layout with a nature-themed putting course, a short game practice area, a relocated clubhouse/restaurant that would incorporate a golf shop, grill, golf practice hitting bays, and space that could accommodate meetings and events for up to 200 people, conversion of the Blesch home to parking and creek restoration, and a foot bridge to the trail.
- 3) Conduct a feasibility study to return the golf course to natural habitat.

Option 1: Minimal Repairs

Minimal Repairs would replace and improve irrigation, netting, tee boxes, greens, and areas around the greens including the fringe and sand traps, as well as replace the ponds with lowland native area. This option does not add new amenities and is likely to need the highest continuing subsidy. This option would keep the 1,544-yard, par 29 course and is estimated to cost at least \$1,100,000.

Irrigation System:

The 65-year-old irrigation system is inefficient, wastes water, and requires constant maintenance. Modern irrigation systems are divided into approximately 60-foot sections of watering which can be controlled individually, for specific amounts of time. The system at Blackberry Farm is a hydraulic system that waters 180-foot sections, with no control over the area watered. For example, the first and ninth holes, which are adjacent, must be watered at the same time, whether or not they need it. The turf maintenance crew was able to change 40 valves to battery operation which allows them to control the timing in a more efficient manner; however, this temporary fix does require additional maintenance to replace the batteries. Leaks in the irrigation system require fixing around six to eight times per year. Each time a pipe needs to be fixed, the water lines are drained, wasting approximately 10,000 gallons of water annually. In addition, the longer irrigation replacement is deferred, the higher the likelihood of a water main failure. If the water main were to break and the water entered the creek, this would be toxic to the fish, including the federally protected steelhead trout. Typically, a maintenance crew spends 2-3 hours per week hand watering a golf course. The Blackberry Farm crew spends 2-3 hours per day. A new irrigation system would allow them to spend more time on proper care of the surrounding hillsides, green complexes, and landscaping. The average water consumption at the golf course is 8.3 million gallons per year, with the average cost being \$58,000. Water costs are expected to increase 14% next year, followed by consecutive annual increases of 4% and 5%. A new irrigation system is expected to cut usage by approximately 22-30% and would result in a savings of approximately \$18,000 per year, based on current rates.

Netting:

Netting that previously served as a barrier between the golf course and trail along the eight and nine holes has fallen. To continue protecting the trail, the netting needs to be replaced.

Tees and Greens:

Tee boxes and putting greens crown over time and require replacement every few years to make them level. To ensure the tees and greens are playable, they need to be replaced.

Pond Replacement:

The ponds previously received water through a diversion system which brought water from the creek but stopped functioning in 2007 when the creek levels dropped. The ponds have been empty since then and the diversion system was abandoned. The City

focused resources on filling the ponds in 2011 and researched utilizing the well at Blackberry Farm as a water source. However, it was found that the upper pond, which feeds water to the lower pond, leaked, and would not hold water. It is recommended that the empty ponds be converted to over one acre of lowland native area. These plants would require minimal watering.

Option 2: Preferred Alternative Renovated Course

Renovating the golf course would require a new irrigation system, replacement of the poles and netting as needed, and replacement of the dry ponds with lowland native areas at a minimum. Based on the feedback from Council and the public, pursuing a golf course renovation similar to the preferred alternative in 2016 is a potential option. This would be a family friendly short course. It would include a fully rebuilt short par 3, returning loops to allow for 3, 4, 5, 7, 9-hole play, larger short game and player development area with virtual hitting bays, and a nature-themed putting course for all ages. This would also include a relocated clubhouse/restaurant that would incorporate a golf shop, grill, and space that could accommodate meetings and events for up to 200 people, conversion of the Blesch home to parking and creek restoration, and a foot bridge to the trail. This would result in a 1,035-yard, par 27 course. This option would cost an estimated \$10,000 to update the pricing and financial information from the 2016 report. In the 2016 report, construction of the golf course was estimated to cost at least \$2,500,000 and the clubhouse/restaurant building construction costs were estimated at a minimum of \$3,600,000.

Golf Course Usage:

The Blackberry Farm Golf Course averages approximately 28,000 rounds of golf per year, which is 35% fewer than its nearby competitors.

Golf Round Comparison		
	Rounds Pre-COVID	Rounds in COVID
Cupertino - Blackberry Farm (9M)	28,000	41,000
Sunnyvale - Sunken Gardens (9M)	43,000	53,000
San Jose - Rancho Del Pueblo (9M)	25,000	40,000
San Jose - Santa Teresa (9PO)	19,000	29,000
Cupertino - Deep Cliff (18PO)	48,000	65,000

Approximately 39% of those that use the golf course are residents of Cupertino. The course is subsidized by the general fund approximately \$300,000 (49%) annually. This is consistent with other Parks and Recreation Department programs that have varying degrees of resident and non-resident participation and general fund subsidy levels. For example, 47% of those that use the Blackberry Farm pool and picnic area are residents and the facility is subsidized by the general fund approximately 77% annually.

Option 3: Returning Golf Course to Natural Habitat

Visitors to the Stevens Creek Corridor number approximately 55,000 on an annual basis. This total does not include the program participants at McClellan Ranch, Blackberry Farm, and the Blackberry Farm golf course. Closure of the golf course could return the area to a natural riparian habitat and connect to the Stevens Creek Trail. This option would cost at least \$50,000 for a feasibility study and, in 2016, was estimated at \$1,500,000 to complete the conversion. The Stevens Creek Corridor contains various protected and sensitive habitats and wildlife species, such as the steelhead trout, that are protected by law. The corridor, including the golf course, is in a flood plain, and expected to flood periodically. While the area has not experienced a major flood since 1998, portions of the course as well as the pro shop building were under water during that time.

Due to the constraints surrounding what is allowed in a flood plain and this type of sensitive habitat, there are limitations regarding the type of facility that can exist in place of the golf course. The course itself is an acceptable neighbor to the corridor and the animals that live within. It is quiet, has over 75 trees, and has the potential to add more native plants to its landscape. Any type of facility that would require lights or may produce sound louder than the sound produced by a golf course, may fail to meet regulations that protect habitat and wildlife in the corridor.

Parks and Recreation System Master Plan

The Parks and Recreation System Master Plan provides the following direction when the City embarks on a program of strategic reinvestment in and renovation or expansion of major facilities.

- Strive to meet the priorities of the community.
- Evaluate the benefit before doing a like-for-like replacement. Consider repurposing, or a more significant remodel to retool the current inventory of facilities and better meet community needs.
- Consider new trends and needs, as well as the preferences of nearby neighbors, before replacing amenities or facilities at the end of their lifecycle. Avoid replacing failing amenities and facilities in-kind without reviewing current needs.

The Master Plan also suggests that any renovation to the Blackberry Farm Golf Course provide improved habitat value. Future decisions regarding the golf course property should respect the site's unique creek-side location and emphasize choices that are compatible with increased ecological value.

As part of the Parks and Recreation System Master Plan process, an Activity Participation Survey was conducted in 2017 (Attachment C). Survey results indicate that 16.8% of residents who participated in the survey, participate in the sport of golf, or use

a driving range. This survey also shows that 67% of residents who participated in the survey, walk for pleasure or fitness, and take part in nature walks or hikes.

Nature Experience was one of the key themes garnered from the community outreach for the Parks and Recreation Master Plan. Expanding access to nature is a top priority for the community. Throughout all outreach activities, participants consistently favored incorporating nature and increasing access to natural open space over other potential enhancements. 85% of survey respondents noted that improving access to natural open space is desired in the City.

Parks and Recreation Commission Recommendation

On June 3, the Parks and Recreation Commission unanimously recommended to City Council to update feasibility study for Option 1 (minimal repairs) and to continue with a feasibility study for Option 3 (return to habitat). Commissioners expressed a desire for a better understanding of the cost associated with the return to nature option (Option 3) for an accurate comparison and indicated that there might be partnership or grant opportunities to offset costs for Options 1 and 3. The studies would result in updated cost estimates for a more accurate comparison. The Commission also noted that a lot of the email communication that they received from the public was in support of either Option 1 or Option 3, and not option two as many did not want a fully renovated course.

Next Steps

Based on the recommendation from City Council, the next steps would include conducting feasibility studies on the selected option(s). Once the studies are complete, public outreach will be conducted on the option(s) selected, including a landing page on the City's website, a citywide mailer, a community survey, and a community meeting. The study and outreach results would then be brought back to Parks and Recreation Commission and City Council for consideration and could be included as a future Capital Improvement Program (CIP) project.

Sustainability Impact

Any of the options would replace an old irrigation system that is inefficient and wastes water. This would decrease the amount of water used.

Fiscal Impact

Option 1 and Option 2 were considered in 2014 and 2016 respectively and would require updates to the studies for updated pricing and considerations. Option 3 would require a new study. The estimated costs of each option are shown below:

Study Options	Study Cost	Est. Construction Cost
Option 1: Minimal Repairs	\$8,400 (update)	\$1,100,000 (from 2014)
Option 2: Preferred Alternative Renovated Course	\$30,000 (update)	\$2,500,000 (golf course) \$3,600,000 (clubhouse) (from 2016)
Option 3: Returning Golf Course to Natural Habitat	\$60,000 (new study)	\$1,500,000 (from 2014)

*A desire to study additional golf options would increase the consultant fees.

Once these studies have been completed, it is expected to cost an estimated \$8,000 for outreach, including costs for a citywide mailer and community meeting.

Currently, the golf course study City Work Program item has been allocated \$50,000. An increased allocation may be required depending on which options Council chooses. The additional allocation of \$26,400 reflected in the recommended action is to accommodate the Parks and Recreation Commission's recommendation to pursue Options 1 and 3.

Annual General Fund Subsidy

Currently, the golf course is subsidized by the general fund by approximately \$300,000 annually. Performing minimal repairs (Option 1) would lower the subsidy required by approximately \$18,000 annually due to water savings. The preferred alternative renovated course option (Option 2) has the potential to significantly reduce or eliminate the annual subsidy required due to the various improvements it includes and this will be estimated as part of the study if this option is selected. If the natural habitat option is selected (Option 3), it is estimated to require an ongoing annual subsidy of \$200,000 for maintenance (est. \$126,000) and ranger functions (est. \$95,000), which could be offset by revenue generating ranger programming (est. \$20,000).

Prepared by: Jenny Koverman, Recreation Supervisor

Reviewed by: Joanne Magrini, Director Parks and Recreation

Approved by: Dianne Thompson, Assistant City Manager

Attachments:

A – Existing Conditions Site Map

B – Golf Course Preferred Alternative Conceptual Plan

C – Activity Participation Survey



EXISTING CONDITIONS

- PROJECT BOUNDARY
- PARCELS
- TRAIL
- ON-STREET BIKE ROUTE OR LANE
- CREEK
- BUILDING
- NEIGHBORHOOD

SOURCE: CITY OF CUPERTINO



**PREFERRED
ALTERNATIVE**

- | | |
|---|---|
|  | PROJECT BOUNDARY |
|  | BUILDING / STRUCTURE |
|  | PARKING AREA |
|  | CREEK |
|  | (E) STEVENS CREEK TRAIL |
|  | (E) PATHS |
|  | PROPOSED PATHS |
|  | (E) WALKWAY |
|  | PROPOSED WALKWAY |
|  | PAVED ROAD |
|  | (E) ON-STREET BIKE LANE OR BIKE ROUTE |
|  | (E) BRIDGE |
|  | PROPOSED BRIDGE*
*pending SCWWD approval |
|  | GATEWAY / ENTRY POINT |
|  | SPORTS / PLAY |
|  | OPEN GREEN SPACE |
|  | MEADOW |
|  | (E) RIPARIAN VEGETATION /
RESTORED NATIVE VEGETATION AREAS |
|  | ENHANCED RIPARIAN OR HABITAT AREA |
|  | AGRICULTURE / GARDEN |

NOTES:
• GOLF COURSE CONCEPT BY NGF CONSULTING / FORREST RICHARDSON + ASSOCIATES / BC STUDIO



DRAFT
03.25.16

BLACKBERRY FARM GOLF COURSE

PAR 3 9-HOLE GOLF COURSE: A newly configured 9-hole golf course designed for wildlife sensitivity and with a water-conscious maintenance plan. Amenities include a par 3 course, a putting area and nature-themed putting course, a teaching/short game practice area, driving bays that may include state of the art electronics, lockers, golf carts, and a new clubhouse with a restaurant and pro shop. A FootGolf course is overlaid onto the 9-hole golf course to make Blackberry Farm golfing more versatile and accessible, and to help grow interest in golf.

CLUBHOUSE / RESTAURANT / PRO SHOP: A newly constructed Clubhouse provides golfers and the local community with a family-friendly restaurant and large group special event venue that accommodates approximately 300 total guests: envisioned as 200-250 people indoors and additional seating on an outdoor deck, which overlooks the golf course and the creek. The new Clubhouse has lockers and a Pro Shop with amenities that make it an attractive and inviting destination for golfers and visitors.

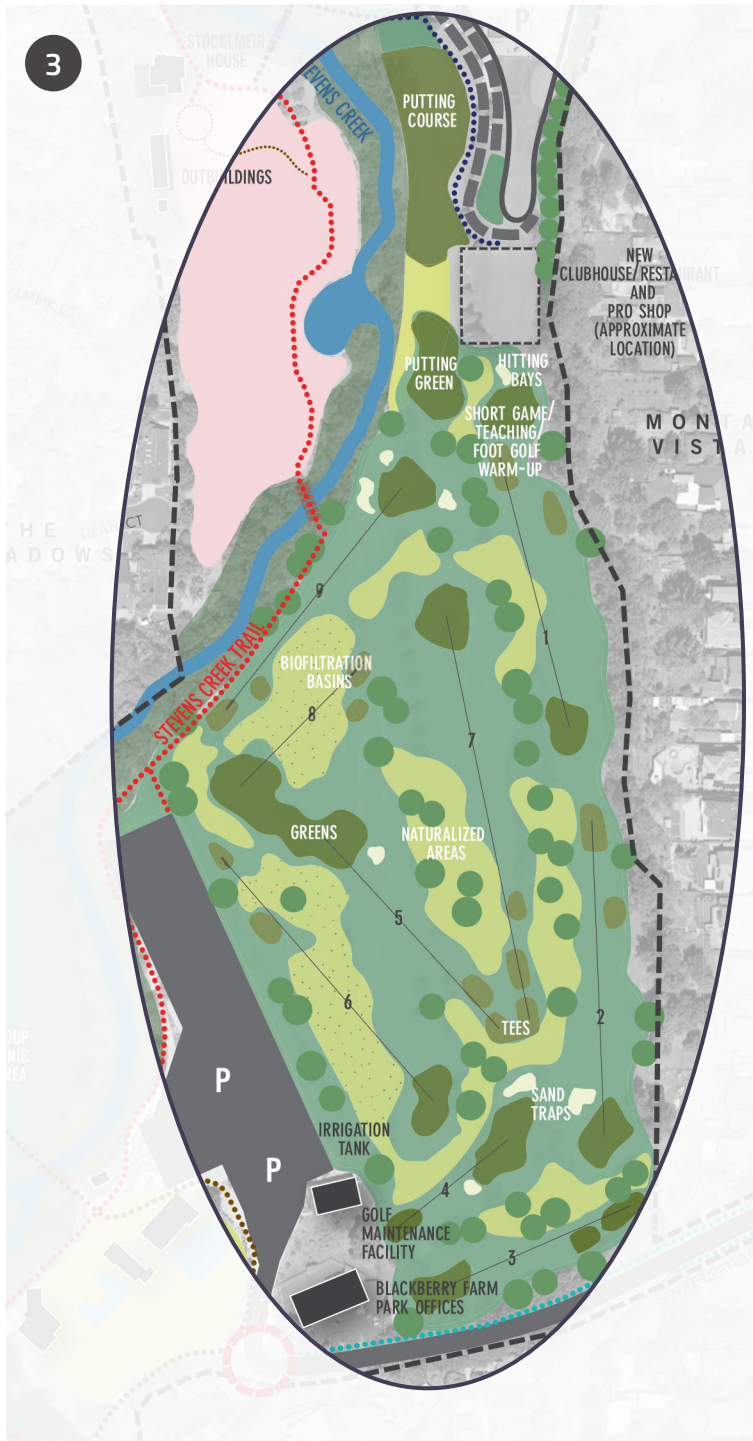
GOLF MAINTENANCE BUILDING: The existing building at the south end of the golf course is used for storage and maintenance of golf vehicles and equipment. The existing building's restrooms remain available for golf use.

ENHANCED UTILITIES: A strategic enhancement and refinement of the site's utility systems, including a new efficient irrigation system, is recommended.

HABITAT AREA AT FORMER PONDS: Lowland native areas that serve as biofiltration basins are designed to capture stormwater runoff and increase habitat complexity.

NATURALIZED AREAS: Areas between tees and greens will be planted as naturalized areas rather than all turf.

PARKING, CIRCULATION, AND ACCESS: Vehicle parking is provided at the Stevens Creek Blvd Entrance and access is extended to the new clubhouse/restaurant.



Conceptual Plan for Blackberry Farm Golf Course in Cupertino, California

Prepared For:

City of Cupertino

Department of Recreation and Community Services
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Prepared By:



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December 2015

**Review
of the
Blackberry Farm Golf Course
in
Cupertino, California**

December 2015

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Introduction & Purpose

National Golf Foundation Consulting, Inc. (“NGF Consulting” or “NGF”) was retained by the City of Cupertino (“City”) in 2014 to present potentially viable options regarding the future of the City’s Blackberry Farm Golf Course (“BBFGC”). The consulting services were done as part of the overall due diligence related to the Stevens Creek Corridor Master Plan. One of the primary goals of this project is to create a plan for BBFGC that will put the facility on a path toward long-term economic stability and sustainability. The consulting services were managed by Ed Getherall, NGF’s Senior Director of Operations, in conjunction with Forrest Richardson, ASGCA, owner and president of Forrest Richardson & Associates.

NGF concluded that Blackberry Farm Golf Course is a valuable community asset for the City of Cupertino that has the potential to appeal to a wide variety of golfers. However, the golf facility in its present condition is not “set up for success” and does not accurately reflect the caliber of a city that has a stellar reputation nationally for its strong economy and high quality of life. The poor condition of the golf course, resulting from an aging infrastructure and a deferral of capital improvements over the years, has magnified the effects of factors such as a declining golf market and an aging clientele, resulting in significant financial distress for the Golf Enterprise Fund.

Key deficiencies include:

- Lack of tee flexibility (having more yardages from which players can opt to play from)
- Poor turf conditions
- Greens (too small and lack quality)
- Tree management (tree health and over-shading of turf areas)
- Irrigation system (aging and inefficient)
- Water source and cost (from potable to well water)
- Tight hole corridors (especially at Nos. 1 and 9)
- Lack of practice and new player development amenities
- Aging clubhouse (separated, non-integrated uses of golf and restaurant)
- Lack of ADA compliance (paths and access)

To address these deficiencies within the context of MIG’s work on the Stevens Creek Corridor Master Plan, NGF and Forrest Richardson, ASGCA, were tasked with studying the potential to improve the golf facility in one of two approaches; (a) to renovate the facility in its current footprint, and (b) reconfigure the facility into a smaller footprint. The NGF team’s work involved time with MIG to understand goals and objectives that came to the surface as the City explored potential long term uses and improvement to the entire Stevens Creek Corridor area. The outcome of meetings and planning sessions with the City and MIG yielded several areas of focus for our golf course planning work:

- Ways to integrate the golf landscape with that of Steven Creek and the Blackberry Farm park area setting.
- Opportunities to have golf and park amenities shared between uses (such as clubhouse, restaurant, etc.)
- Preservation of tree drip lines, trails and park access.
- Ways to remove the tall poles and netting that disrupt views and park aesthetic.

The NGF team's efforts yielded two conceptual plan possibilities ('A' and 'B') for the City to consider. When weighing the relative merits of the two plans, NGF took account of additional key considerations such as:

- Potential revenue enhancements - new practice areas; higher quality turf; enhanced food & beverage service more integrated with golf service; Footgolf.
- Cost efficiencies - reduced managed turf footprint (to save on water cost and focus maintenance effort); water source conversion (to lower water cost); replace aging infrastructure (to reduce annual capital costs on operations and emergency repairs).
- Environmental - orienting the golf course to a more naturalized landscape that corresponds better to the natural areas of the Stevens Creek corridor; saving water and improving maintenance efficiency by converting the old pond areas to lowland areas with native plantings that serve as biofiltration basins, and reducing turf throughout the course.

NGF and Mr. Richardson recommended Option B as the plan that best addressed all of the objectives cited above, while at the same time establishing a fun and enjoyable golf experience. Option B both reduces the golf footprint (conserving water use) and reduces round times. The par-3 hole lengths are short, yet variable; players will be able to hit shots ranging from 175 yards to under 100 yards. In addition to 9-hole rounds, play may be offered at 3-hole and 6-hole "loops" by using various combinations of holes. Tight hole widths are eliminated and the fully rebuilt golf course is reconfigured with modern safety set-backs and appropriate separation between adjoining golf holes. Hallmarks of Option B included:

- Fully rebuilt golf course
- Shorter golf holes with less errant balls to outside areas
- New irrigation system with elevated "farm" storage tank
- Biofiltration basins (lowland native areas) to capture runoff
- Short game and player development area for new golfers and training
- Eight (8) hitting bays for instruction, fitting and practice
- 1,035-yard, par-27 course
- Returning "loops" allowing play of 3-, 6- and 9-hole rounds
- Elevated tees at four holes
- Golf course poles and netting are expected to be eliminated (trailside fencing remains)
- Relocated pro shop and grill provides long views across park and golf areas
- New park and golf entry road from Stevens Creek Boulevard

The community and City Council input to date has been to further consider Option B as presented last year, though with some modifications to the plan as proposed by the NGF team (e.g., the clubhouse /restaurant will remain in the northern section of the property, and the new entry road will end at the new clubhouse and not extend to the southern end of the property).

In June 2015, the NGF team (including Mr. Richardson and clubhouse architect Brian Curtis) was engaged to collaborate with lead consultant MIG and create a new golf course and clubhouse / restaurant building concept to reflect this direction from City Council. Key components of this phase of the collaboration with the City included:

- Creating a new conceptual site plan, including recommended programming for both the golf course and clubhouse
- Providing updated cost estimates
- Working with City and MIG to address potential flood plain issues
- Generating turf area reductions, naturalized areas, tree removals and new plantings so MIG can quantify the environmental impacts.
- Siting of a new pedestrian bridge
- Preparing 5-year financial projections for the reimagined BBFGC, including new and expanded revenue centers

In the next section of this report, NGF describes the vision for the Blackberry Farm Golf Course.

Blackberry Farm Golf Course – A New Vision

Below is the summary narrative description for the reimagined Blackberry Farm Golf Course and Golf Clubhouse/Restaurant and Pro Shop. The recommended design is in fact more than a restaurant, and is flexibly designed to host small or large meetings, banquets, events, and community purposes as desired.

Conceptual Plan Summary – Golf Course

The Conceptual Plan (see **Appendix A**) created by the NGF team in late 2015 transforms the existing golf course into a shorter par-3 layout. As noted, the plan elaborates on previous conceptual plans presented to the City, incorporating community comments and direction from the City Council. Tight golf hole widths are eliminated and the fully rebuilt golf course is reconfigured with modern safety set-backs and appropriate separation between adjoining golf holes. The new plan further refines the golf course, retaining the starting and ending holes at the north. A benefit of the reduced footprint of the golf course (approximately 15 acres reduced to 12.5 acres) is that additional areas are made available for expanded parking, improved access and more trails.

The plan keeps access from the north end of the property and accommodates a new Community Building, herein also called a Clubhouse/Restaurant that will incorporate a golf shop, grill, and meeting spaces, golf practice hitting bays (potentially including some technology bays with launch monitors and simulators), and wildlife viewing areas. The existing restaurant/pro shop and current Hole No. 1 are removed from the golf footprint. The conceptual plan shows the location for the new building, a drop off area and reconfigured parking. The maintenance facility is retained in its current location.

The plan will allow for an improved pedestrian walk along the existing north side of San Fernando Road. This would likely be accommodated by a retaining wall-style structure that would allow for construction of a pedestrian walk at the existing edge of San Fernando Road, or possibly a stand-alone boardwalk-style structure instead. This improvement is not shown on the conceptual plan, as it will need to be designed and engineered. Costs for this improvement are unknown and therefore not shown in supporting cost estimates.

Practice areas include a public Putting Green adjacent to the newly sited Clubhouse/Restaurant Building, a Short Game Green (for pitch, chip and bunker practice), and a recommendation for five hitting bays that can include modern state-of-the-art technology that facilitates shot analysis, training and teaching components.

Adjacent to the new Clubhouse/Restaurant & Pro Shop Building is nature-themed Putting Course. This area consists of a generous putting surface that will be broken up with natural stone, vegetation and wood elements to create a series of putting “holes” that form a putting course. Players will begin and end from designated areas, putting their way around an obstacle course that can include interpretative signs and opportunities for learning about the Stevens Creek habitat and history.

Golf Course

A brief description of the recommended golf holes concept plan:

Hole 1 ... A south facing opening hole that utilizes the corridor for existing Hole No. 2. The new green is set along the eastern hillside of the valley and well protected from neighboring property and uses.

Hole 2 ... The tee shot is uphill to the area of the existing No. 2 green. The 130-140 yard shot is guarded by a single bunker below the green to the right.

Hole 3 ... Roughly a remake of the existing Hole No. 3. The hole flanks the southern edge of the golf course, playing along the upper slope with views to the north and west. The conceptual plan accommodates new grading that may be required for an expanded pedestrian access along San Fernando Road to the left of the hole.

Hole 4 ... The short hole plays to a large green. Shots can range from 40 yards to 80 yards depending on tee and hole placement. Defining this hole are various pockets and plateaus at the multi-level green.

Hole 5 ... The tee shot is played downhill to a shared green (double green) with Hole No. 8. The right side of the hole is flanked by a native area with the left side bordering a lowland area that serves as a bio-filtration basin.

Hole 6 ... The tee shot plays away from the adjacent parking area and across a bio-filtration basin. This low area will be planted with native plants and will form a hazard to golfers. The expected play is further left (away from the parking area) to an open area of fairway turf. The green is slightly elevated.

Hole 7 ... The longest of the holes, the tees are slightly elevated and play roughly to the site of the original No. 4 hole. The green is conceptually designed as a plateau with turf areas surrounding.

Hole 8 ... The short hole (under 100 yards) plays across a low bio-filtration basin. The green, shared with No. 5, allows for a diversity of cup locations.

Hole 9 ... Playing along a native lowland area to the a green guarded by three bunkers, the finishing hole plays northwest and allows for direct access to the Clubhouse/Restaurant & Pro Shop Building/ area. The proposed orientation of the Building looks out at the No. 9 green across the public Putting Green.

The overriding goal in developing the reconfigured Blackberry Farm Golf Course was to establish a fun and enjoyable golf experience. Purposefully, both to reduce the golf footprint (conserving water use) and round times, the par-3 hole lengths are short, yet variable. Players will be able to hit shots ranging from 180 yards to under 70 yards. In addition to 9-hole rounds, play may be offered at "loops" by using various combinations of holes. For example, loops are attained by playing combinations such as:

- 1, 2, 7
- 1, 2, 3, 4, 7
- 1, 2, 5, 9
- 1, 2, 5, 6, 7
- 1, 2, 7, 8, 9
- 1, 2, 7, 8, 6, 5, 9

Golf Course Preliminary Cost Estimates and Timing

A probable cost estimate was prepared for the conceptual plan. This estimate is just over \$2.5 million for golf course construction and irrigation (including the water storage tank), including 10% contingency, professional fees, and other soft costs. This estimate does not include a variety of other project-related costs as would be identified by the Public Works department if a capital improvement project is pursued. The probable cost estimate (see **Appendix B** for details) does *not*

include razing the existing golf building, nor reconstruction of the Community Building, new trails, improved pedestrian access along San Fernando Road or expanded parking.

Construction duration for the golf course work is estimated to extend one full year, ideally from March to March of the following calendar year. Construction time may be accelerated by adding cost to the project and fully sodding turf (in-play) areas. The NGF team recommends further study to determine the benefits of an accelerated schedule and whether more cost would result in less revenue loss during down time. We have assumed some grow-in costs during turf establishment in the probable cost estimate, but it is likely that additional costs may be required. This becomes a matter of how much grow-in responsibility is assigned to the golf contractor vs. the City's golf maintenance contractor.

Enhanced Revenue Opportunities

As we will present in the Financial Analysis section, the new program for the Blackberry Farm Golf Course, including the Clubhouse/Restaurant & Pro Shop Building, should offer key revenue enhancement opportunities in several areas, including (but not limited to):

- Rounds of play + potential for increased green fees
- Locker/bag storage rentals
- Additional golf carts / possible GolfBoards
- Practice – hitting bays plus potential for practice membership
- Instruction
- Club fitting
- Simulators
- Food & beverage (increase in both golf-related and non-golf related)
- Meetings (city, civic group, etc.) and events (tournaments, banquets, weddings, etc.)
- Increased merchandise sales (new logo and branding)
- Putting course

Conceptual Plan Summary – Clubhouse (Community Building)

In consideration of the programmatic issues and environmental sensitivity of the proposed project and site, the NGF team created the program elements described below for the new Blackberry Farm Golf Course clubhouse. We view this new structure as a “Community Building” as opposed to solely a golf clubhouse. The conceptual building will serve the golf course with a modest pro shop and facilities, but is primarily a building for park-goers and the community to use on a daily basis, as well as for special gatherings. The recommended size of the clubhouse would be under 6,500 SF of interior building space (see **Appendix C** for square footage by component). The success of smaller golf clubhouses, such as this size, is contingent on providing both functional relationships of the spaces, and flexibility. Allowing the spaces within the clubhouse and immediate surroundings to accommodate a variety of group sizes and uses simultaneously is a key strategy.

Additionally, as a rule of thumb in golf clubhouse design, it is important to separate the golf uses of the facility from the non-golf related spaces. The Blackberry Farm Golf Course clubhouse will not, and should not, be a standard facility as there will be an emphasis on incorporating the surrounding park and trail experiences and users. The facility needs to not only address golf-specific strategies and special events, but also accommodate those people using the park system.

The suggested primary program for the Blackberry Farm clubhouse will be to locate the grill, meeting/ event space and kitchen on the west side of the building site focusing views on the golf and natural habitat towards the creek. Additionally, with the suggested routing of the golf course, the golf shop is most logically located nearest the practice areas, beginning tee box and ending green area. Visual control of these components from the Pro Shop is preferred to enhance control of daily golf operations, pace of play on the course, and management of the daily fee revenue. To maximize the efficiency of the facility, we recommend that the restroom areas double as a portion of the locker room component. Centrally locating the restrooms provides access from the grill and meeting/dining/ event space, as well as for park patrons using the Community Building facilities.

The individual programmatic descriptions and strategies are further broken down as follows and are representative of the accompanying diagrams of the conceptual plans and elevations.

Deck / Covered Patio

Exterior space is important, especially for smaller facilities, to allow the flexibility to expand to accommodate larger groups and functions. It also offers the opportunity to take advantage of inviting weather year round. Deck and patio spaces adjacent to the grill and pavilion allow for overflow from the interior spaces. With the sensitive nature of the nearby creek habitat, the design approach includes a covered patio or trellis structure. Employing pivoting wall panels to close off the deck/patio will limit noise and light, when appropriate for environmental reasons. Management can open the panels during daytime usage. Additionally, the use of operable wall panels can provide privacy for special events.

Meeting / Event Pavilion

The NGF team recommends that the space have the ability to comfortably accommodate 150 to 200+ guests (depending on style of event) for dining or conference functions inside the building. To increase the flexibility of the space, we suggest that operable doors systems be installed to expand the usable space to the exterior, with room for an additional 100+ patrons. Additionally, the interior space design will allow it to be divided into thirds to accommodate groups of smaller sizes and multiple groups simultaneously. Each of the areas can facilitate 50+ patrons when the large room is divided into thirds. With the divisions of the space, it is most effective for each area to have an individual exterior entrance. The design should also include a storage component that is necessary for storing extra tables and chairs that some events may require.

Golf clubhouses remain very popular venues for hosting weddings and other events, such as graduation parties, anniversaries, and banquets. The ability for the facility to serve as a high quality, attractive wedding venue provides an opportunity to increase revenue, though this is not presumed to be the single overriding goal of the City with respect to the new Building. In order to accommodate this type of event, the NGF team recommends a small "Bride" room into the program, which can also as space for a host, speaker, or event staging. The space is most useful when near a vehicle drop off area and with direct access to the event locations. Facilities that have multiple options for the event location tend to be most successful in booking ceremonies. Opportunities for the wedding or event locations to be inside, on the deck, or at an adjacent event lawn offer flexibility for single or multiple events.

Grill / Bar

Food and beverage services are essential to serving golfers but can also be a strong revenue generator for a golf facility when spaces are programmed with flexibility and offer an ambience that allows users to experience nature. Flexibility of interior and exterior space can enhance the social atmosphere and reduce the demands on the staff. For a facility this size, a grill area holding approximately 70 patrons at the interior with opportunity for exterior dining and casual lounge areas

on the deck is sufficient. Proper location of the beverage/bar area is equally important to the experience and to maximizing staff efficiency. The ability for grill employees to serve the interior and exterior guests from a central location maximizes operating and staffing efficiencies.

Kitchen

The kitchen location is most efficient when direct access to the grill area is provided. Assuming that the primary goal of a clubhouse is not merely to generate maximum banquet revenues, a kitchen serving a building in the 6,500 square foot range does not need to be large, though it must be planned efficiently. The opportunity to enhance the dining experience with an exhibition kitchen concept, as is proposed, has proven to engage patrons, making the dining experience more memorable. During the non-peak dining hours, patrons are also able to order food directly from the kitchen location thus reducing the needs for overstaffing the restaurant.

While the proposed BFGC clubhouse program will be able to accommodate groups of up to 200-plus (or 300 if outside space is also utilized) for formal events, outside catering will be required for larger events due to the dimensions of the kitchen. This has proven to be successful in other venues we've observed with smaller kitchen facilities. Efficient planning with focus on the primary food and beverage goals is essential to avoiding the costly dynamic of over building and underutilizing the kitchen in a golf clubhouse.

Golf Pro Shop

One of the primary objectives of the golf shop is to have visual control over the main golf components, including practice areas and the beginning and finishing golf holes. Additionally, equipment and apparel for retail sales should be strategically located to maximize revenue and reduce risk of loss from theft. In the majority of golf clubhouses, the Grill hours of operation extend past the operating hours of the golf shop. The ability to close off access to the golf shop while keeping other areas of the facility open is important. Administrative offices should also have access to the main golf shop area, but should have a sense of privacy. Apparel storage is increasingly being incorporated into the display areas in efforts to maximize golf shop efficiencies. The objective for successful retail sales is to have as much product accessible to the consumer as possible. Adjacent spaces such as golf bag storage and the employee break room need to be secured from the public with controlled access.

Conference Room

The conference room is programmed to accommodate approximately 20 patrons and a table. To make the venue most attractive to corporate audiences, and given the Silicon Valley location, the NGF team recommends that the room be equipped with state-of-the-art multimedia technologies to accommodate different groups' needs for presentation capabilities.

Locker Rooms

Combining the locker room and restroom functions optimizes facility efficiencies and reduces construction costs. We recommend separation of these two components for privacy purposes. The program for Blackberry Farm includes approximately 32 half lockers or "day lockers" for the men's side, and 16 for the women's side. Centrally locating the restrooms with access from the main facility program components and surrounding exterior functions would be beneficial.

Hitting Bays

Five exterior, partially covered hitting bays are recommended for Blackberry Farm GC. The hitting bays can be set up to accommodate traditional golf practice or double as interactive simulators for entertainment. Additionally, NGF anticipates the usage of high-tech instruction equipment such as

launch monitors / swing analyzers. These practice and entertainment elements are an additional strategy for increasing facility revenue.

Facility Character

While there are many options for the character of the facility, NGF recommends that the building and materials used be sensitive to the natural surrounding habitat. Strategies such as green roofs and water collection systems greatly reduce runoff and provide a more sustainable environment. Sustainable approaches, such as rainwater harvesting and recycling captured gray water from the interior, are highly recommended. The captured water can be repurposed for the immediate landscaping surrounding the facility.

Most effectively, exterior building materials requiring minimal maintenance help reduce unnecessary cost and replacement. With its relationship to Stevens Creek, the building has been sited and designed to be sensitive to the habitat while allowing the public visual access to vistas to the creek and nature areas. Glass and materials will be effectively installed to prevent bird strikes and be compatible with the environment. The recommended “green” roof concept will further position the building as an example of environmental stewardship in Cupertino.

Clubhouse Preliminary Cost Estimate

The NGF team prepared a preliminary cost estimate for the construction of the Golf Clubhouse / Restaurant and Pro Shop Building and the razing of the existing Blue Pheasant building. This estimate for the building as currently conceptualized is ±\$3.7 million (refer to **Appendix D** for details). This estimate does not include a variety of other project-related costs as would be identified by the Public Works department if a capital improvement project is pursued. Additional costs associated with the underground utilities, new entry & signage, possible signalized intersection, and new parking lot, are not included in this total.

Banquet Potential

Though maximizing banquet revenues and overall facility profit was not an overriding parameter when programming the new building, NGF conferred with Z-Golf Food & Beverage – a preeminent golf industry food & beverage consultant – regarding the banquet potential of a new facility at Blackberry Farms GC. In addition to being a highly respected consultant, Z-Golf – through its Wedgewood Wedding & Banquet Center brand – is perhaps the most experienced banquet provider in all of California. Its Bay Area venues include Crystal Springs Golf Course in Burlingame, San Ramon Golf Club, Eagle Ridge Golf Club in Gilroy, and Metropolitan Golf Links in Oakland; they are currently working on a clubhouse/banquet project with the City of Sunnyvale. Z-Golf reports averaging \$1.55 million in banquet revenues in its Bay Area golf clubhouse venues, and \$1.9 million in total food & beverage revenues.

Z-Golf is involved in 20 to 30 consulting opportunities and/or lease opportunities each year, and has exposure to financial data, best practices, demand statistics, and other applicable information for golf course clubhouse feasibility studies. They recognize that when a clubhouse project does not “pencil out” due to the heavy cost of construction, or the lack of demand for the facility, and NGF can attest that on several occasions in the context of our consulting engagements for municipalities, Z-Golf has recommended against major expansion or new buildings, even though they stood a very good chance of ultimately winning a bid for the lease. With that framework in mind, Z-Golf told NGF that they feel a dedicated banquet center at Blackberry Farm would – **depending on the program** - be very successful and produce estimated total gross revenues of ±2 million, with lease payments to the City of ± \$200,000.

Some of the reasons Z-Golf is so bullish on Cupertino - and Blackberry Farm Golf Course in particular - as the site of a new banquet venue:

- Its location in the heart of the Silicon Valley, one of the most affluent demographics in the world. There are plenty of people, with high household incomes.
- The local economy is shielded by the strength of the tech industry.
- Because of public policy in the region, development of event venues is somewhat limited. This creates the demand for another new venue.

If maximizing economic return of the new clubhouse / community building at BFGC were a primary determinant of whether, and how, to build the new facility, some potential modifications to the proposed program would include:

- Dedicated indoor banquet space (single room) of about 3,500 sf, with built-in bar
- Kitchen of \pm 1,200 sf
- Banquet sales office
- Groom's room
- Private (as possible) wedding ceremony venue with as good a view of golf course as possible
- Parking for higher number of patrons

Financial Projections for Blackberry Farm Golf Course

NGF has prepared a summary cash flow model for the continued operation of Blackberry Farm Golf Course, assuming implementation of the new Conceptual Plan (or some close variation thereof). We also assume the current operating structure, with the exception that all aspects of the food & beverage operation will be leased out to a single operator. The models do not take into account the net financial effect of the facility being closed for a year.

The five-year cash flow model was prepared in consideration of NGF's review of operations - and subsequent recommendations in 2014, recent historical performance, analysis of the golf market, and local and regional demographic and economic factors (e.g., expansion of Apple employment). The model is based on a set of assumptions that may or may not become reality, but NGF believes that they represent a "reasonable" estimate of performance for this facility based on the factors discussed in this report.

As noted previously, enhanced and/or additional revenue centers at the reimagined Blackberry Farm Golf Course are expected to include:

- Miscellaneous rentals (e.g., additional power carts; GolfBoards; lockers)
- Golf simulator fees
- Enhanced practice facilities (hitting bays, short game area, practice memberships)
- Putting course
- Food & beverage (grill and banquets/meetings)

Following are the general assumptions used in the development of NGF's cash flow model for the operation of Blackberry Farm Golf Course (BBFGC) in the context of the new Conceptual Plan. *(All figures are expressed in 2016 dollars)*. The model is presented as Year 1 through Year 5, to reflect the first five full years after facility reopening.

CONCEPTUAL PLAN

Assumptions – Rounds and Revenues

The new conceptual plan represents a fully renovated and reconfigured golf course (now Par 3) with re-built features and new turf, drainage, and irrigation. Rounds played projections reflect these improvements as well as an improved aesthetic for the course. Though the course is now shorter, it offers a further reduced maintainable footprint, more 'room to breathe' and more flexibility, with the added appeal of 3-hole and 6-hole loops for beginners, people looking for a quick practice round, and/or time-constrained golfers. Also, the course will now be more synergistic with overall park uses (e.g., picnic and pool areas), encouraging cross-pollination of patrons. Finally, a new golf-centric clubhouse should not only boost concession and banquet / meeting revenues, but also the overall appeal of BBFGC.

- Rounds played in Year 1 post-renovation are projected at 33,000, growing to 40,000 rounds at stabilization. This activity level is still less than that achieved as recently as FY 10.

- Average green fee revenue per round is \$11.50, similar to recent historical averages and reflective of some sales of 3- and 6-hole rounds. This per-round average is assumed to rise to \$12 for Year 3 and Year 4, and to \$12.50 for Year 5.
- Footgolf rounds and revenue per round are based on the recent experience at BBFGC since it introduced the activity in the first quarter of FY 2016. Rounds played in Year 1 post-renovation are projected at 3,000, growing to 4,000 rounds at stabilization. Revenue per round is projected at \$13 in Year 1, growing at 2.5% annually.
- Simulator rentals assume 360 days, two simulators and approximately three rentals per day on average (charged hourly for up to 4 people), growing to about 4 rentals a day by Year 5.
- Putting course activity is projected at 3,000 rounds in Year 1, growing to stabilized rounds of 6,000 rounds by Year 4. Revenue per round is assumed at \$4.25 per round in Years 1 & 2, \$4.50 per round in Year 3 & 4, and \$4.75 in Year 5, based on initial pricing of \$3 to \$5 for juniors and \$6 to \$8 for adults.
- A line item for Practice Revenue is added to reflect the new hitting bays and short game area, as well as the possibility of selling practice memberships. Gross practice revenues are projected at \$1.50 per round, growing at 2.5% annually.
- Rental Revenue per round in Year 1 is estimated at \$2.50 - about five times the recent four-year average between FY 11 and FY 14 - and growing at 5% annually over Years 2 through 5. The significant increase in rentals is reflective of several additional power carts, the addition of GolfBoards, the addition of 40+ half-lockers, and higher club rentals.
- Gross pro shop concession revenue per round is projected to increase by about \$0.40 per round over recent historical average (growing at 5% annually), to reflect higher merchandise sales with the larger pro shop and more branding opportunity.
- Gross lesson revenues are increased to \$25,000 in Year 1, reflecting improved practice amenities. These revenues are projected to grow at 2.5% annually.
- A line item for Food & Beverage Concession Revenue is added to reflect the new clubhouse building and significant golf and non-golf related business (especially breakfast and lunch). Gross F&B revenues - 'Grill' are projected at \$3.50 per round, growing at 5% annually. The City is assumed to receive 10% of gross revenues as a concession payment.
- A separate line item for Banquet / Meeting Revenue is added to reflect the new clubhouse building and the significant opportunity for an on-golf course venue of this type in Cupertino (see discussion for Banquet potential earlier in this report). NGF has assumed that the City will choose a skilled food & beverage vendor that has extensive experience marketing banquets; based on this assumption, Gross Revenues - 'Banquets/Meetings' are projected at \$500,000 in Year 1, stabilizing at \$800,000 by Year 4. The City is assumed to receive 10% of gross revenues as a lease payment.
- 'Other' revenues reflect a five-year average of investment earnings + miscellaneous revenue. These are held steady through the five-year period.

Assumptions – Expenses

For this preliminary financial analysis, we've made estimates for City operating expenses based on recent actual operating results for Blackberry Farm, current budget, NGF experience, and the expected quality and services levels for BBFGC after reopening.

- Despite the reduced footprint and more efficient golf course under the Conceptual Plan, we assume any savings will be applied toward a higher maintenance standard. Therefore, the Contractual Services line item (bulk of which is golf course maintenance) is held at \$240,000 in Year 1, growing at 2.5% annually.
- To reflect new and/or enhanced revenue centers, Personnel costs have been increased by approximately 20% over FY 15, and grow at 5% annually.
- A new line item for Building Maintenance has been added to reflect the new clubhouse / community center. This number is estimated at \$10,000 in Year 1, growing at 2.5% annually.
- Water cost is reduced from the current budget of \$64,000 to \$29,000 to reflect approximate 10% savings due to new irrigation system, and 45% reduction in usage due to maintainable area declining from 10 acres to 5.5 acres. Water cost is projected to grow at 5% annually.
- Cost allocation, at \$71,000, expense is held steady through the 5-year period. All other operating expenses are assumed to grow at 2.5% annually.
- Maintenance and repair expenses in addition to normal maintenance may be necessary during the course of operating a high quality golf facility. However, for purposes of this analysis, NGF has *not* assumed a capital improvement set-aside fund for Blackberry Farm Golf Course.

Cash Flow Statement

NGF Consulting utilized the previously mentioned assumptions to create the preliminary sketch pro forma below. Each category of revenue has been listed separately, and all figures have been rounded to the nearest \$100 for simplicity.

Blackberry Farm Golf Course Pro Forma - Dec. 2015 Conceptual Layout Year 1 - Year 5

	Year 1	Year 2	Year 3	Year 4	Year 5
Activity Levels					
Rounds of Golf	33,000	36,000	39,000	40,000	40,000
FootGolf Rounds	720	960	1,200	1,440	1,440
Putting Course Rounds	3,000	4,000	5,000	6,000	6,000
Simulator Rentals	1,100	1,200	1,300	1,400	1,400
Per Round					
Green Fee Revenue per Round	\$ 11.50	\$ 11.50	\$ 12.00	\$ 12.00	\$ 12.50
FootGolf Revenue per Round	\$ 13.00	\$ 13.33	\$ 13.66	\$ 14.00	\$ 14.35
Putting Course Revenue per Round	\$ 4.00	\$ 4.00	\$ 4.25	\$ 4.25	\$ 4.50
Rentals per Rd. (carts, GolfBoards, clubs, lockers)	\$ 2.50	\$ 2.63	\$ 2.76	\$ 2.89	\$ 3.04
Average Simulator fee per Hour	\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.92	\$ 27.60
Practice (incl. hitting bays, pract. Membership)	\$ 1.50	\$ 1.54	\$ 1.58	\$ 1.62	\$ 1.66
Gross F&B Conc. Rev. per Rd. - Grill	\$ 3.50	\$ 3.68	\$ 3.86	\$ 4.05	\$ 4.25
Gross Pro Shop Conc. Rev. per Round	\$ 1.00	\$ 1.05	\$ 1.10	\$ 1.16	\$ 1.22
Gross Lesson Revenue	\$ 25,000	\$ 25,600	\$ 26,200	\$ 26,900	\$ 27,600
Banquets/ Meetings (Gross)	\$500,000	\$650,000	\$750,000	\$800,000	\$800,000

Revenues					
Green Fees	\$ 379,500	\$414,000	\$468,000	\$480,000	\$500,000
FootGolf	\$ 9,400	\$ 12,800	\$ 16,400	\$ 20,200	\$ 20,700
Putting Course	\$ 12,000	\$ 16,000	\$ 21,300	\$ 25,500	\$ 27,000
Rentals (carts, GolfBoards, clubs, lockers)	\$ 82,500	\$ 94,500	\$107,500	\$115,800	\$121,600
Simulator Fees	\$ 27,500	\$ 30,800	\$ 34,100	\$ 37,700	\$ 38,600
Practice	\$ 82,500	\$ 94,500	\$ 107,500	\$ 115,800	\$ 121,600
F&B Concession Payment - Grill	\$ 11,600	\$ 13,200	\$ 15,000	\$ 16,200	\$ 17,000
Pro Concession Payment	\$ 10,000	\$ 10,800	\$ 11,700	\$ 12,300	\$ 12,800
Banquet/Meeting Lease Payment	\$ 50,000	\$ 65,000	\$ 75,000	\$ 80,000	\$ 80,000
Other	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800
Total Revenues	\$ 667,800	\$754,400	\$ 859,300	\$ 906,300	\$ 942,100
Operating Expenses					
Personnel	\$ 230,000	\$241,500	\$ 253,600	\$ 266,300	\$ 279,600
Materials & Supplies	\$ 15,000	\$ 15,400	\$ 15,800	\$ 16,200	\$ 16,600
Water Usage	\$ 29,000	\$ 30,500	\$ 32,000	\$ 33,600	\$ 35,300
Services	\$ 240,000	\$246,000	\$ 252,200	\$ 258,500	\$ 265,000
Building Maintenance	\$ 10,000	\$ 10,300	\$ 10,600	\$ 10,900	\$ 11,200
Other	\$ 40,000	\$ 41,000	\$ 42,000	\$ 43,100	\$ 44,200
Cost allocation	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000
Total Operating Expenses	636,000	656,700	678,200	700,600	723,900
Net Operating Income	\$ 31,800	\$ 97,700	\$ 181,100	\$ 205,700	\$ 218,200

Results

The results of NGF Consulting's preliminary cash flow projection for Blackberry Farm Golf Course, assuming implementation of the Conceptual Plan that is the subject of this report, show the course generating approximately \$668,000 in total operating revenues (includes *net* concession payments) to the City in Year 1 post-renovation, increasing to approximately \$942,000 by Year 5. Considering preliminary expense estimates, net operating revenue to the City will be about \$32,000 in Year 1, increasing to about \$218,000 by Year 5.

Appendices

Appendix A – Conceptual Plan

Appendix B – Clubhouse (Community Building) Program

Appendix C – Preliminary Cost Estimate – Golf Course

Appendix D – Preliminary Cost Estimate – Clubhouse (Community Building)

DRAFT

APPENDIX A – CONCEPTUAL PLAN



BLACKBERRY FARM GOLF COURSE
Conceptual Master Plan

NGF CONSULTING



Drawn 8-18-15 by JLC & GNC
Conceptual only - not for construction

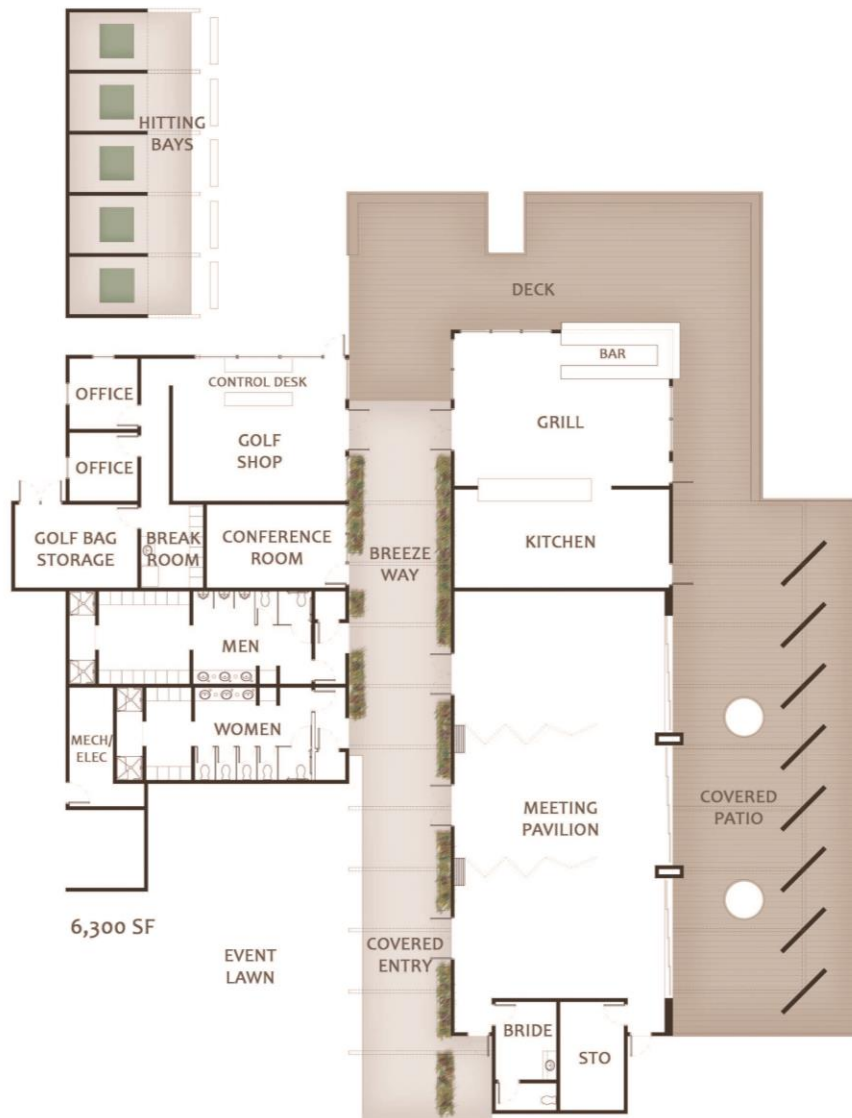
APPENDIX B – CLUBHOUSE (COMMUNITY BUILDING) SAMPLE PROGRAM



BLACKBERRY FARM GC- CLUBHOUSE PROGRAM SQUARE FOOTAGE

ROOM NAME	SQURE FEET
MEETING PAVILION	2150
BRIDE	150
STORAGE	150
KITCHEN	500
GRILL	750
GOLF SHOP	600
OFFICE	100
OFFICE	100
GOLF BAG STORAGE	220
BREAK ROOM	130
CONFERENCE ROOM	250
MEN'S LOCKER ROOM	600
WOMEN'S LOCKER ROOM	500
MECHANICAL/ ELECTRICAL	120
TOTAL SQUARE FOOTAGE	6320
HITTING BAYS	825
COVERED ENTRY	1380
DECK/ PATIO	3800
TOTAL EXTERIOR	6005

APPENDIX B – CLUBHOUSE (COMMUNITY BUILDING) SAMPLE LAYOUT



BLACKBERRY FARM GOLF COURSE Community Building | *Conceptual Floorplan*



0 8 16 24 32 40 feet



Drawn 8-18-15 DBC (REV 9-20-15)
Conceptual only / not for construction

APPENDIX C – PRELIMINARY COST ESTIMATE – GOLF COURSE

BLACKBERRY FARM GOLF COURSE Preliminary Cost Estimate Conceptual Plan - Golf Course

	Quantity	Unit Cost	
1.0 MOBILIZATION & SITE CONTROL			
1.1 Mobilization/Bond	LS		\$41,000.00
1.2 Erosion & Dust Control	LS		\$50,000.00
1.3 Staking & Layout	LS		\$4,000.00
			<hr/>
			\$95,000.00
2.0 DEMOLITION & CLEARING			
2.1 Demo Existing Clubhouse Structure, Parking & Grounds	NIC		n/a
2.2 Demo Existing Golf Course Area Outside New Footprint	NIC		n/a
2.3 Remove Existing Poles & Netting (2 Areas)	LS		\$10,000.00
2.4 Tree Removal (Golf Course Area)	40	450	\$18,000.00
2.5 Grubbing / Turf Eradication	9.5 acres	1,500	\$14,250.00
			<hr/>
			\$42,250.00
3.0 ROUGH GRADING			
3.1 Rough Grading	30,000 c.y.	4.4	\$132,000.00
3.2 Topsoil Management	LS		\$15,000.00
3.3 Feature Shaping (Tees, Bunkers & Greens)	LS		\$44,000.00
			<hr/>
			\$191,000.00
4.0 FEATURES CONSTRUCTION & FINISH WORK			
4.1 Tee Construction (New Const. / Finish Work)	30,000 sf	1.7	\$51,000.00
4.2 Bunker Construction (New Const. / Drainage & Finish Work)	12,400 sf	5	\$60,000.00
4.3 Green Construction (New Const. / Modified USGA & Finish Work)	78,000 sf	5	\$390,000.00
4.4 Fine Grading (Fairways, Roughs & Native Areas)	10 acres	2,200	\$22,000.00
			<hr/>
			\$523,000.00
5.0 DRAINAGE			
5.1 General Drainage (Golf)	LS		\$50,000.00
5.2 Drainage Culvert Extension (South)	LS		\$12,000.00
5.3 Biofiltration Basins	LS	2,500	\$30,000.00
			<hr/>
			\$92,000.00
6.0 IRRIGATION			

6.1 Existing Well Activation	LS	\$15,000.00
6.2 Rework Existing Delivery Line(s)	LS	\$20,000.00
6.3 Water Tank (30,000 gal.) & 20-ft Wood Structure	LS	\$440,000.00
6.4 Irrigation System, Control & Weather Station	LS	\$407,000.00
6.5 Utility Allowance	LS	\$20,000.00
		<hr/>
		\$902,000.00

7.0 GRASSING & LANDSCAPE

7.1 Soil Amendments & Fertilizers	10.5 acres	880	\$9,240.00
7.2 Hydrosprigging (Tees, Fairways & Roughs)	7 acres	5,700	\$39,900.00
7.3 Sod Allowance	10,000 sf	0.6	\$6,000.00
7.4 Seed Greens Surfaces	75,000 sf	0.25	\$18,750.00
7.5 Native Area Hydroseeding & Tackifier	4 acres	5,000	\$20,000.00
7.6 Grow-In	LS		\$44,000.00
7.7 New Trees	60	260	\$15,600.00
7.8 Rock and Theme Landscaping at Putting Course	LS		\$70,000.00
			<hr/>
			\$223,490.00

8.0 MISCELLANEOUS

8.1 Practice Hitting Bays (Part of Clubhouse Area)	NIC	n/a
8.2 New Parking and Drop Off (Part of Clubhouse Area)	NIC	n/a
8.3 New Pedestrian Access (San Fernando Road)	NIC	n/a
8.4 New Community Building	NIC	n/a
8.5 Signage	LS	\$30,000.00
8.6 Course Furnishings	LS	\$25,000.00
		<hr/>
		\$55,000.00

GOLF COURSE CONSTRUCTION SUBTOTAL

\$2,0123,740

CONTINGENCY (10%)

\$212,374

9.0 PROFESSIONAL FEES

9.1 Golf Course Architectural/Civil Engineering	LS	\$185,000.00
9.2 Water Tank Engineering	LS	\$12,500.00
9.3 Project Management	LS	\$40,000.00
9.4 Permits	LS	\$5,000.00
9.5 Well Permit Fees	NIC	n/a
		<hr/>
		\$242,500.00

TOTAL PROBABLE COST ESTIMATE

\$2,578,614

Probable cost estimate is based on conceptual planning prepared as of this date. Environmental mitigation and/or consulting is not calculated in the above estimates. Unforeseen conditions, additional utility work, prolonged work due to seasonal conditions and revenue losses during closure are not a part of the probable cost estimate.

APPENDIX D – PRELIMINARY COST ESTIMATE – CLUBHOUSE/ COMMUNITY BUILDING

BLACKBERRY FARM GOLF COURSE Preliminary Cost Estimate Conceptual Plan Clubhouse/Community Building

Building	\$3,080,000	
Furniture, fixtures & equipment	\$160,000	
Kitchen	\$150,000	
Hitting bay simulators (includes launch monitors)	\$80,000	2 @ \$40,000
Landscaping	<u>\$180,000</u>	
Total	\$3,650,000	

Other:

New signalized intersection	TBD
Underground utilities	TBD
New entry and signage	\$160,000
New parking	\$480,000
Demolition - existing building	<u>\$60,000</u>
Total Other	\$700,000

Probable cost estimate is based on conceptual planning prepared as of this date. Environmental mitigation and/or consulting is not calculated in the above estimates. Unforeseen conditions, additional utility work, prolonged work due to seasonal conditions and revenue losses during closure are not a part of the probable cost estimate.

Cupertino Parks & Rec System Master Plan, Citywide Survey 2017, Activity Participation Results

Responses to the question:

"Do you or members of your household participate in any of the following recreation & leisure activities?"

	All	Residents only	Families with kids	< 30 yrs	< 18 yrs	65+ yrs	Asian-Chinese	Asian-Indian	Caucasian
<i>Number of respondents</i>	939	701	425	139	93	238	139	110	421
OVERALL	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>
1 Walking for Pleasure or Fitness	63.6%	67.5%	56.9%	40.3%	31.2%	68.9%	56.1%	51.8%	72.0%
2 Nature Walks/Hikes	63.7%	67.0%	59.1%	40.3%	31.2%	63.0%	63.3%	60.0%	70.5%
3 Cultural Events/Perf. Arts/Concerts (attend)	48.7%	51.8%	44.0%	30.9%	21.5%	52.9%	46.8%	42.7%	54.2%
4 Bicycling (recreation)	45.9%	46.9%	54.6%	40.3%	41.9%	30.7%	41.7%	48.2%	46.6%
5 Fairs and Festivals (attend)	45.4%	46.9%	44.0%	27.3%	20.4%	45.8%	46.0%	38.2%	48.2%
6 Exercising/Aerobics/Weightlifting	43.5%	46.6%	38.1%	32.4%	23.7%	50.4%	44.6%	39.1%	48.9%
7 Gardening	36.6%	38.8%	32.9%	23.0%	16.1%	37.4%	31.7%	31.8%	41.6%
8 Swimming	36.3%	38.4%	50.8%	46.0%	43.0%	20.2%	48.9%	41.8%	32.1%
9 Arts and Crafts	35.7%	37.9%	42.1%	35.3%	35.5%	26.9%	41.7%	39.1%	30.2%
10 Picnicking	34.8%	37.1%	35.5%	15.8%	9.7%	29.0%	36.0%	24.5%	35.6%
11 Playground (visit/play)	31.5%	34.1%	47.5%	25.9%	25.8%	17.6%	46.8%	31.8%	25.2%
12 Volunteer Activities	31.5%	34.1%	31.5%	28.1%	26.9%	30.7%	32.4%	36.4%	30.2%
13 Library Programs	30.5%	33.0%	36.2%	21.6%	19.4%	26.9%	40.3%	34.5%	26.8%
14 Jogging/Running	29.0%	30.0%	39.1%	44.6%	39.8%	11.8%	34.5%	44.5%	21.6%
15 Tours and Travel	27.1%	28.7%	20.0%	10.1%	8.6%	37.8%	27.3%	11.8%	30.6%
16 Dog Walking/Dog Parks	26.8%	27.2%	24.7%	19.4%	16.1%	20.2%	20.1%	20.9%	32.5%
17 Wildlife Watching (including bird watching)	26.7%	28.7%	23.1%	14.4%	10.8%	28.2%	22.3%	15.5%	35.2%
18 Senior Center Activities	26.4%	28.5%	9.9%	2.9%	3.2%	57.6%	25.2%	9.1%	34.7%
19 Yoga	24.6%	25.7%	25.4%	19.4%	11.8%	15.5%	30.9%	36.4%	21.6%
20 Musical Instrument (play)	24.0%	23.3%	33.9%	34.5%	41.9%	13.9%	27.3%	30.9%	19.2%

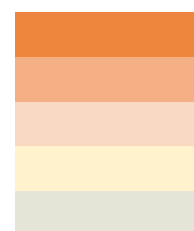
LEGEND: Responses > 50%

40-49%

30-39%

25-29%

20-24%



	All	Residents only	Families with kids	< 30 yrs	< 18 yrs	65+ yrs	Asian-Chinese	Asian-Indian	Cau-casian
Two or More Groups > 20%									
Instructional/Educational Classes	22.5%	24.5%	24.5%	14.4%	11.8%	21.8%	28.8%	22.7%	20.9%
Technology/Programming	21.0%	23.1%	29.2%	26.6%	25.8%	9.7%	21.6%	39.1%	17.3%
Summer Camps	21.1%	22.5%	39.3%	26.6%	28.0%	4.6%	31.7%	30.0%	12.4%
Basketball	19.3%	19.1%	33.4%	39.6%	45.2%	1.7%	26.6%	40.9%	8.8%
Bicycling (commute/transportation)	19.2%	19.4%	22.6%	30.2%	29.0%	9.7%	15.8%	22.7%	20.2%
Environ. Ed./Nature Study or Appreciation/4-H	18.8%	21.1%	20.7%	12.9%	12.9%	17.2%	12.9%	16.4%	22.1%
Dancing	16.8%	18.3%	20.2%	18.0%	15.1%	13.4%	20.1%	24.5%	13.1%
Tennis	16.5%	17.3%	23.1%	18.0%	18.3%	6.7%	23.7%	20.0%	13.3%
Soccer	16.4%	17.0%	25.2%	25.2%	26.9%	5.9%	13.7%	26.4%	14.7%
Badminton	12.9%	13.8%	21.2%	23.0%	25.8%	2.9%	20.1%	37.3%	4.3%
Table Tennis/ Ping Pong	11.8%	11.6%	19.1%	16.5%	21.5%	4.2%	18.7%	20.0%	7.8%
Tai Chi	9.1%	10.1%	7.1%	2.9%	1.1%	13.4%	20.9%	1.8%	7.1%
OTHER									
Sports Events (attend)	16.8%	15.8%	19.8%	18.7%	17.2%	11.8%	15.1%	9.1%	18.8%
Golf/Driving Range	15.0%	16.8%	13.2%	8.6%	9.7%	16.4%	17.3%	4.5%	15.4%
Cultural Events/Perf. Arts/Concerts (participate)	10.9%	12.3%	14.4%	10.8%	11.8%	8.8%	12.9%	19.1%	7.8%
Baseball	9.3%	9.3%	12.9%	11.5%	14.0%	4.6%	6.5%	5.5%	8.6%
Volleyball	8.0%	8.4%	12.7%	14.4%	15.1%	1.3%	12.2%	11.8%	5.2%
Martial Arts	8.1%	8.3%	13.2%	12.9%	11.8%	2.1%	10.8%	4.5%	5.9%
Preschool	7.8%	9.3%	12.7%	3.6%	2.2%	3.8%	11.5%	7.3%	5.0%
Teen Center Activities (at library or city)	7.7%	8.0%	14.8%	15.8%	19.4%	1.7%	7.2%	19.1%	3.3%
Skateboarding	5.5%	5.6%	8.9%	12.2%	12.9%	0.8%	5.0%	5.5%	5.7%
Other	5.4%	5.8%	4.7%	2.9%	1.1%	8.0%	6.5%	2.7%	5.7%
Softball	5.3%	5.6%	6.4%	5.0%	4.3%	3.4%	0.7%	0.9%	6.7%
Football	5.0%	4.9%	8.7%	14.4%	17.2%	0.4%	2.9%	10.9%	3.3%
Roller Hockey/Roller Skating	3.9%	3.6%	5.9%	7.2%	5.4%	1.7%	5.8%	2.7%	4.0%
Disc Golf	3.6%	3.0%	3.3%	2.2%	0.0%	1.7%	3.6%	0.9%	4.3%
Racquetball/Squash/Handball	3.2%	3.6%	4.0%	3.6%	5.4%	1.3%	3.6%	7.3%	2.4%
Cricket	3.1%	3.1%	5.9%	6.5%	8.6%	0.4%	0.7%	16.4%	0.7%
Pickleball	2.9%	2.3%	2.8%	2.9%	3.2%	3.4%	2.2%	0.9%	2.9%
Footgolf	2.6%	2.0%	2.4%	2.9%	1.1%	1.3%	1.4%	0.0%	2.9%



CITY OF CUPERTINO

Agenda Item

21-9622

Agenda Date: 7/20/2021
Agenda #: 1.

Subject: Proclamation recognizing July as Parks and Recreation Month

Present proclamation recognizing July as Parks and Recreation Month



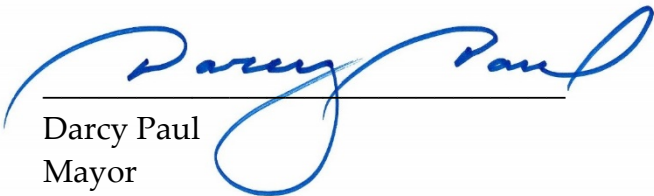
Proclamation

- WHEREAS,** Parks and recreation programs are an integral part of communities throughout this country and the City of Cupertino, and are vital to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region;
- WHEREAS,** Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all;
- WHEREAS,** Parks and recreation programs also increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction;
- WHEREAS,** Parks and recreation areas are fundamental to the environmental well-being of our community as they improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife;
- WHEREAS,** Our City's parks and recreation areas and programs ensure the ecological beauty of our community and provide a place for all people to connect with nature and one another outdoors.
- THEREFORE,** I, Mayor Darcy Paul, and the Cupertino City Council do hereby Proclaim and acknowledge the month of July as

Parks and Recreation Month

in the City of Cupertino and encourage all residents, businesses, and visitors to enjoy our parks and take advantage of the many recreation opportunities our City has to offer.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Cupertino to be affixed this Tuesday, July Twentieth, Two Thousand and Twenty One.


Darcy Paul
Mayor



CITY OF CUPERTINO

Agenda Item

21-9599

Agenda Date: 7/20/2021
Agenda #: 2.

Subject: Proclamation Acknowledging the Lowenthals for their Land Donation for the Stevens Creek Trail.

Present Proclamation Acknowledging the Lowenthals for their Land Donation for the Stevens Creek Trail.



Proclamation

WHEREAS, The City of Cupertino wishes to recognize Richard and Ellen Lowenthal for their generous donation of land, on which the City recently constructed the Linda Vista extension of the Stevens Creek Trail;

WHEREAS, The trail extension was made possible by the donation from the Lowenthal family, which offers Cupertino residents and visitors a pedestrian-only trail connection to Linda Vista Park;

WHEREAS, The City of Cupertino is committed to providing the community access to a variety of recreational opportunities to enhance the quality of life in Cupertino;

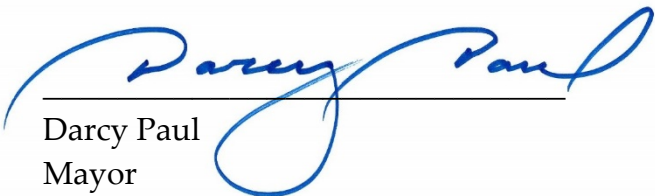
WHEREAS, The City of Cupertino wishes to recognize the Lowenthal family and this donation by supporting the installation of the Stevens Creek Trail Donation Acknowledgement plaque, to be installed by the Friends of Stevens Creek Trail in commemoration of the donation.

THEREFORE, I, Mayor Darcy Paul, and the Cupertino City Council do hereby Proclaim our appreciation and acknowledgement of this most thoughtful donation to the City of Cupertino from

Richard and Ellen Lowenthal

and encourage the community to enjoy and take advantage of the diverse recreational opportunities provided within the City of Cupertino.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Cupertino to be affixed this Tuesday, July Twentieth, Two Thousand and Twenty One.


Darcy Paul
Mayor



CITY OF CUPERTINO

Agenda Item

21-9110

Agenda Date: 7/20/2021
Agenda #: 3.

Subject: Brief reports on councilmember activities and brief announcements

Receive brief reports on councilmember activities and brief announcements



CITY OF CUPERTINO

Agenda Item

21-9177

Agenda Date: 7/20/2021
Agenda #: 4.

Subject: City Manager update on emergency response efforts

Receive City Manager update on emergency response efforts



CITY OF CUPERTINO

Agenda Item

21-9189

Agenda Date: 7/20/2021
Agenda #: 5.

Subject: Report on Committee assignments

Report on Committee assignments



CITY OF CUPERTINO

Agenda Item

21-9515

Agenda Date: 7/20/2021
Agenda #: 6.

Subject: Approve the June 1 City Council minutes

Approve the June 1 City Council minutes



**DRAFT MINUTES
CUPERTINO CITY COUNCIL
Tuesday, June 1, 2021**

SPECIAL MEETING

At 5:15 p.m. Mayor Darcy Paul called the Special City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

CLOSED SESSION

Council went into closed session at 5:15 p.m. and reconvened in open session at 6:00 p.m. This was a teleconference meeting with no physical location.

1. Subject: Conference with Real Property Negotiators (Government Code Section 54956.8). Property: Cupertino Municipal Water System. Agency Negotiator: Roger Lee. Negotiating Parties: City of Cupertino and San Jose Water Company. Under Negotiation: Terms for City Leased Asset.

In open session after Postponements and Orders of the Day, Mayor Paul reported on the closed session held at 5:15 p.m.

No reportable action was taken.

RECESS

OPEN SESSION

At 6:01 p.m. Mayor Darcy Paul reconvened the Special City Council meeting in open session. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

STUDY SESSION

2. Subject: Recommendation from the Parks and Recreation Commission to approve funds in the amount of \$92,900 for the Fiscal Year (FY) 2021-22 Community Funding Grant Program; annual funding for the Cupertino Historical Society in the amount of \$20,000; and approval of final funding amounts for the Community Funding Program, to be included in the Recommended Budget for FY 2021-22. (Continued from May 18). Recommended Action: Consider the recommendation from the Parks and Recreation Commission to approve funds in the amount of \$92,900 for the FY 2021-22 Community Funding Grant Program and consider annual funding for the Cupertino Historical Society in the amount of \$20,000. Determine and approve final funding amounts for the Community Funding Program, to be included in the Recommended Budget for FY 2021-22; and provide direction to staff.

Assistant Director of Parks and Recreation Rachelle Sander gave a presentation.

Mayor Paul opened the public comment period and the following people spoke.

Kiran Varshneya-Rohra, Seetha Lakshmi, and Shailendra Jain, on behalf of the Cupertino Library Foundation, supported funding for the Cupertino Library Foundation. (Submitted written comments).

Sharon Blaine, Jennifer Furlong, and Neeraj Mathur, on behalf of the Cupertino Historical Society, supported funding for the Cupertino Historical Society. (Submitted written comments).

Mayor Paul closed the public comment period.

Paul moved to continue this item to the Regular Meeting agenda at a time to be determined under Postponements and Orders of the Day.

Moore made a friendly amendment to continue the item to the upcoming Special Meeting (Budget Study Session). (Paul accepted the friendly amendment).

Paul moved and Moore seconded to continue the item to the June 4 Special Meeting (Budget Study Session) at 6:00 p.m.

Chao made a friendly amendment to complete the public comments and close the public hearing. (Paul and Moore accepted the friendly amendment).

Paul modified his motion to reflect a 6:15 p.m. meeting start time on June 4. (Moore accepted the modification).

Final Motion:

Paul modified his motion to continue the public hearing to the Regular Meeting, for the purposes of concluding the public commentary, at a time to be determined under Postponements and Orders of the Day; and continue the remainder of the meeting to the June 4 Special Meeting (Budget Study Session) at 6:15 p.m., for the purposes of Council deliberation and decisions. (Paul and Moore accepted the friendly amendment). The motion as modified carried unanimously.

ADJOURNMENT

REGULAR MEETING

At 6:45 p.m. Mayor Darcy Paul called the Regular City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

CEREMONIAL MATTERS AND PRESENTATIONS

1. Subject: Proclamation recognizing June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) Pride Month
Recommended Action: Present proclamation recognizing June as LGBTQ Pride Month

Written materials for this item included a presentation.

Ken Yeager, on behalf of BAYMEC Community Foundation, received the proclamation and gave a presentation.

Mayor Paul presented the proclamation recognizing June as LGBTQ Pride Month.

2. Subject: Proclamation recognizing June as Men's Health Month
Recommended Action: Present proclamation recognizing June as Men's Health Month

Brittney Le, on behalf of Men's Health Network (MHN), received the proclamation.

Mayor Paul presented the proclamation recognizing June as Men's Health Month.

3. Subject: Presentation from Women of Silicon Valley (WomenSV)
Recommended Action: Receive presentation from Founder and Executive Director Ruth Darlene on the work and mission of domestic violence non-profit WomenSV

Written materials for this item included a presentation.

Council received the presentation from Founder and Executive Director Ruth Darlene on the work and mission of domestic violence non-profit WomenSV.

POSTPONEMENTS AND ORDERS OF THE DAY

Paul moved and Wei seconded to:

- Provide the closed session meeting reports for June 1, May 24, and May 28 after Postponements and Orders of the Day;
- Reorder the agenda to hear Reports by Council and Staff items 4 and 5 after the closed session meeting reports; and
- Continue the remainder of the public commentary for the Special Meeting Study Session item 2 to the Regular Meeting.

The motion carried unanimously.

In open session, Mayor Paul reported on the Special Closed Session Meetings held at 5:15 p.m. (as noted under Closed Session) and on Monday, May 24 and Friday, May 28.

For the Special Closed Session Meeting held on May 24, 2021:

1. Pursuant to Government Code Section 54956.9(d)(1), conference with Legal Counsel regarding the following existing litigation:
 - a. David Wessel and Karen Platt v. City of Cupertino et al., Santa Clara County Superior Court Case No. 20CV369211
 - b. City of Arcata et al. v. Pacific Gas & Electric Co., San Francisco County Superior Court Case No. CGC-20-585483

City Council

Minutes

June 1, 2021

- c. Huang Family v. City of Cupertino, Santa Clara County Superior Court Case No. 19CV347316.

Council discussed with legal counsel these pending cases for which discussion in open session would prejudice the City in the litigation.

No reportable action was taken.

2. Conference with Legal Counsel - Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (two potential cases)

Council discussed with legal counsel the potential initiation of litigation for two matters for which discussion in open session would prejudice the City in the potential litigation.

No reportable action was taken.

For the Special Closed Session Meeting held on May 28, 2021:

1. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (one potential case)

Council discussed with legal counsel a threat of litigation for which discussion in open session would prejudice the City in the potential litigation.

No reportable action was taken.

2. Conference with Legal Counsel - Anticipated Litigation. Initiation of litigation pursuant to Government Code section 54956.9(d)(4) (one potential case)

Council discussed with legal counsel the potential initiation of litigation for one matter for which discussion in open session would prejudice the City in the potential litigation.

No reportable action was taken.

3. Public Employee Appointment/Public Employment (Government Code section 54957(b)(1)); Title: (City Manager)

No reportable action was taken.

City Manager Deborah Feng addressed her recent retirement announcement. Councilmembers recognized City Manager Feng for her service to the City.

SPECIAL MEETING STUDY SESSION – CONTINUED

Council continued the Special Meeting Study Session item 2 for the purposes of hearing public comment.

Mayor Paul opened the public comment period and the following people spoke.

Bruce Parsons supported maintaining the Historical Society funding as a budget line item and supported a community-wide plan for the Snyder-Hammond House.

Lisa Warren was concerned about enforcement of the maintenance and security provisions in the lease for the Snyder-Hammond House and supported further investigation for funding.

Orrin Mahoney talked about supporting upcoming Cupertino Rotary events.

Mayor Paul closed the public comment period.

ORAL COMMUNICATIONS

Ankita Goyal supported the Dog Off-Leash Area (DOLA) at Jollyman Park and adding a future City Council agenda item to approve a permanent DOLA.

Ruchika Varanasi supported the DOLA at Jollyman Park, prioritizing making the trial permanent, and talked about the benefits for the community.

Mary Ellen Chell supported City efforts to address homelessness, the DOLA at Jollyman Park, and adding a future City Council agenda item to approve a permanent DOLA.

Lauren Jacobs, on behalf of Silicon Valley Gun Violence Prevention Organization, supported agendizing and adopting the Santa Clara County Safe Storage of Firearms Ordinance.

Louise Saadati, on behalf of the DOLA Leadership Group, supported the DOLA and adding a future City Council agenda item for approval of a permanent status.

Jean Bedord read an email on behalf of Connie Cunningham supporting gun safety and the adoption of a safe storage of firearms ordinance.

Steve Jacobs supported Council adoption of a safe storage of firearms ordinance to help prevent unintentional deaths of children and teen suicides.

Manajaya Hegde supported the DOLA at Jollyman Park and adding an item for approval of permanent status on a future Council agenda.

Kelly Traver, on behalf of Cupertino Moms Demand Action, supported reducing gun violence, improving gun safety, and adopting a safe storage of firearms ordinance.

Deepa Mahendraker supported the DOLA at Jollyman Park and adding a Council agenda item for the approval of a permanent status.

John Selling supported Council adoption of a safe storage of firearms ordinance like many surrounding cities and educating children on the dangers of firearms.

Rhoda Fry was concerned about the adequacy of Lehigh Cement's bond to fund reclaiming the land for a secondary use and supported signage for the Quarry expansion proposals.

Viggi34 talked about a restraining order issued against Charlene Lee and her police report.

Danessa Techmanski was concerned about the maintenance of the Snyder-Hammond House and the departure of the former property caretaker/tenant.

Charlene Lee was concerned about a restraining order issued against her and her police report.

H Family was concerned about current litigation with the City regarding an illegal structure in her backyard.

Council recessed from 8:17 p.m. to 8:23 p.m.

REPORTS BY COUNCIL AND STAFF (10 minutes)

4. Subject: Brief reports on councilmember activities and brief announcements
Recommended Action: Receive brief reports on councilmember activities and brief announcements

Council received brief reports on councilmember activities and brief announcements.

5. Subject: City Manager update on emergency response efforts
Recommended Action: Receive City Manager update on emergency response efforts

City Manager Deborah Feng reported on California's Blueprint for a Safer Economy tier assignments, COVID-19 vaccination and testing information, and case rates.

Council received the City Manager update on emergency response efforts.

Councilmember Willey re-joined the meeting after the Council recess.

6. Subject: Report on Committee assignments
Recommended Action: Report on Committee assignments

Mayor Paul reopened Brief reports on councilmember activities and brief announcements and Councilmember Willey spoke. Mayor Paul closed Brief reports on councilmember activities and brief announcements.

Councilmembers highlighted the activities of their various committees.

7. Subject: The 2021 Annual Pavement Report
Recommended Action: Receive the Annual Pavement Report

Written communications for this item included a staff presentation.

Public Works Project Manager Jo Anne Johnson gave a presentation.

Council received the Annual Pavement Report.

CONSENT CALENDAR (Items 8-14)

Moore moved and Chao seconded to approve the items on the Consent Calendar except for Item Nos. 11 and 12 which were pulled for discussion. Ayes: Paul, Chao, Moore, Wei, and Willey. Noes: None. Abstain: None. Absent: None.

8. Subject: Approve the May 4 City Council minutes
Recommended Action: Approve the May 4 City Council minutes
9. Subject: Approve the May 5 City Council minutes
Recommended Action: Approve the May 5 City Council minutes
10. Subject: Approve the May 11 Joint City Council, Planning Commission, and Housing Commission minutes
Recommended Action: Approve the May 11 Joint City Council, Planning Commission, and Housing Commission minutes

11. Subject: Approve the May 18 City Council minutes
Recommended Action: Approve the May 18 City Council minutes

Written Communications for this item included Amended Attachment A – Draft Minutes (redline).

Paul moved and Wei seconded for the City Clerk to make the correction as noted in the Amended Attachment A – Draft Minutes (redline) and bring back a clean version for Council approval at the June 15 meeting. The motion carried unanimously.

12. Subject: Consider for Approval Mayor's requested changes to Council Agenda-Review schedule.
Recommended Action: Approve Mayor's requested changes to Council's Agenda Review schedule.

Mayor Paul reviewed the requested changes to Council Agenda-Review schedule.

Mayor Paul opened the public comment period and the following people spoke.

Peggy Griffin supported the requested changes to Council Agenda-Review schedule.

Mayor Paul closed the public comment period.

Moore moved and Wei seconded to approve the Mayor's requested changes to Council's Agenda Review schedule with an amendment to request staff work to accommodate Councilmember's requesting agenda review meetings on Thursday's. The motion carried unanimously.

13. Subject: Consideration of Award of Construction Contract for the 2021 Pavement Maintenance Phase 1 - Project No. 2021-105
Recommended Action: Award a Construction Contract for 2021 Pavement Maintenance Phase 1 Project, Authorize the City Manager to Execute a Contract in the Amount of \$1,824,276.55 with O'Grady Paving, Inc. and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$182,428, for a Total Authorized Contract Amount of \$2,006,704.55.

14. Subject: City of Cupertino's participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority (AVASA)
Recommended Action: Adopt Resolution No. 21-039 extending the City of Cupertino's participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority (AVASA)

SECOND READING OF ORDINANCES

15. Subject: Consider and act on Ordinance No. 21-2227: "An Ordinance of the City Council of the City of Cupertino amending City Code Chapter 10.90 of Title 10 (Public Peace, Safety, and Morals) to prohibit smoking in multi-unit housing and certain outdoor areas," with multi-unit housing/residence defined for the purposes of this Ordinance to include attached single family homes and other property containing two or more attached units.
Recommended Action: Conduct the second reading and enact Ordinance No. 21-2227: "An Ordinance of the City Council of the City of Cupertino amending City Code Chapter 10.90 of Title 10 (Public Peace, Safety, and Morals) to prohibit smoking in multi-unit housing and certain outdoor areas," which includes a finding that the Ordinance is exempt from CEQA

Mayor Paul opened the public comment period and the following people spoke.

Carol Baker, on behalf of Tobacco-Free Coalition of Santa Clara County and American Cancer Society Cancer Action Network, supported adoption of the Ordinance.

Mayor Paul closed the public comment period.

Councilmembers asked questions and made comments.

City Clerk Kirsten Squarcia read the title of Ordinance No. Ordinance No. 21-2227: "An Ordinance of the City Council of the City of Cupertino amending City Code Chapter 10.90 of Title 10 (Public Peace, Safety, and Morals) to prohibit smoking in multi-unit housing and certain outdoor areas," which includes a finding that the Ordinance is exempt from CEQA

Chao moved and Wei seconded to read Ordinance No. 21-2227 by title only, and that the City Clerk's reading constitutes the second reading thereof; and to enact the Ordinance.
Ayes: Moore, Wei, Willey, Chao, and Paul. Noes: None. Abstain: None. Absent: None.

PUBLIC HEARINGS

16. Subject: Consider Approval of the Renewal with no Increase of the 1992 Storm Drain Fee and the 2019 Clean Water and Storm Protection Fee and an Increase in the Allowable Rebate Amount for Installation of Pervious Pavement Projects at Single-Family Residences and Duplexes.

Recommended Action: Consider Adoption and Approval of:

1. Resolution No. 21-040 (Attachment A) Approving the Renewal and Collection of the 1992 Storm Drain Fee with no Increase in Rates for Fiscal Year (FY) 2021-2022;
2. Resolution No. 21-041 (Attachment B) Approving the Renewal and Collection of the 2019 Clean Water and Storm Protection Fee with No Increase in Rates for FY 2021-2022; and
3. The Increase to an Allowable Rebate Amount for Installation of Pervious Pavement Projects at Single-Family Residences and Duplexes from \$3 Per Square Foot with a \$900 Maximum to \$3 Per Square Foot with a Maximum of \$1,800.

Written communications for this item included a staff presentation.

Director of Public Works Roger Lee introduced the item and Environmental Programs Manager Ursula Syrova gave a presentation.

Councilmembers asked questions and made comments.

Mayor Paul opened the public hearing and, seeing no speakers, closed the public hearing.

Wei moved and Moore seconded to:

1. Resolution No. 21-040 (Attachment A) Approving the Renewal and Collection of the 1992 Storm Drain Fee with no Increase in Rates for Fiscal Year (FY) 2021-2022;
2. Resolution No. 21-041 (Attachment B) Approving the Renewal and Collection of the 2019 Clean Water and Storm Protection Fee with No Increase in Rates for FY 2021-2022; and
3. The Increase to an Allowable Rebate Amount for Installation of Pervious Pavement Projects at Single-Family Residences and Duplexes from \$3 Per Square Foot with a \$900 Maximum to \$3 Per Square Foot with a Maximum of \$1,800.

The motion carried unanimously.

ORDINANCES AND ACTION ITEMS

17. Subject: Consider adopting a position on Senate Bill 612 (Portantino) Electrical Corporations and Other Load-Serving Entities: Allocation of Legacy Resources, Senate Bill 792 (Glazer) Sales and Use Tax: Retailers: Reporting, and Senate Bill 780 (Cortese) Local Finance: Public Investment Authorities
Recommended Action: 1) Adopt a support position on SB 612,
2) Adopt an oppose position on SB 792,
3) Adopt a support position on SB 780, and
4) Authorize the Mayor to send position letters to the state legislature.

Written communications for this item included a consultant presentation.

Assistant to the City Manager Katy Nomura introduced Legislative Consultant Casey Elliot with Townsend Public Affairs, who gave a presentation.

Bena Chang yielded her time to Melicia Charles.

Jennifer Griffin was concerned that Senate Bill 612 would trivialize decisions made by the PUC (Public Utilities Commission) and was undecided on Senate Bill 792.

DaVina Flemings, on behalf of PGE, opposed Senate Bill 612 (Portantino).

Melicia Charles, on behalf of Silicon Valley Clean Energy, supported Senate Bill 612 (Portantino). (Submitted written comments).

Moore moved and Wei seconded to:

- 1) Adopt a support position on SB 612,
- 2) Adopt an oppose position on SB 792,
- 3) Adopt a support position on SB 780, and
- 4) Authorize the Mayor to send position letters to the state legislature.

Chao made a friendly amendment to vote on items 1 through 4 separately. (Moore and Wei accepted the friendly amendment).

Final Motions:

Moore moved and Wei seconded to:

- 1) Adopt a support position on SB 612,
The motion for Item 1 carried with Chao abstaining;
- 2) Adopt an oppose position on SB 792,
The motion for Item 2 carried with Chao abstaining;

- 3) Adopt a support position on SB 780, and
The motion for Item 3 carried unanimously;
- 4) Authorize the Mayor to send position letters to the state legislature.
The motion for Item 4 carried unanimously.

18. Subject: Consideration of 1) Authorization of Award of Construction Contract for Privacy Fencing; 2) Request to Increase Regnart Creek Trail Privacy Fencing Project Budget Allocation; 3) Request to Increase Budget Allocation for Regnart Creek Trail Project Contingency; 4) Request to Increase Budget Allocation for Regnart Creek Trail and Regnart Creek Fencing Design Services; and 5) Request to Execute a First Amendment to the Master Agreement Between the City and CSG Consultants, Incorporated to Increase Agreement Amount.

Recommended Action: Recommend that the City Council:

- 1. Authorize the City Manager to Award a Construction Contract with California Commercial Fence Company in an Amount not to exceed \$1,504,069, and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$300,814, for a Total Authorized Contract Amount of \$1,804,883, for the Regnart Creek Fencing Project;
- 2. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$1,159,883 for the Regnart Creek Trail Fencing Project;
- 3. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$175,000 for Regnart Creek Trail Project Contingency;
- 4. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$25,000 for Regnart Creek Trail and \$30,000 for Regnart Creek Trail Fencing Project for additional design services; and
- 5. Authorize the City Manager to Execute a First Amendment to Agreement 2021-11, a Master Agreement between the City of Cupertino and CSG Consultants, Incorporated, to increase agreement amount from \$500,000 to \$538,045.

Mayor Paul opened the public comment period and the following people spoke.

Rhoda Fry supported waiting for lumber prices to drop.

Jennifer Shearin opposed increasing the budget and supported funding alternatives. (Submitted written comments).

Seema Lindskog opposed increasing the budget and supported funding alternatives. (Submitted written comments).

Mayor Paul closed the public comment period.

Wei moved and Willey seconded to:

1. Authorize the City Manager to Award a Construction Contract with California Commercial Fence Company in an Amount not to exceed \$1,504,069, and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$300,814, for a Total Authorized Contract Amount of \$1,804,883, for the Regnart Creek Fencing Project;
2. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$1,159,883 for the Regnart Creek Trail Fencing Project;
3. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$175,000 for Regnart Creek Trail Project Contingency;
4. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$25,000 for Regnart Creek Trail and \$30,000 for Regnart Creek Trail Fencing Project for additional design services; and
5. Authorize the City Manager to Execute a First Amendment to Agreement 2021-11, a Master Agreement between the City of Cupertino and CSG Consultants, Incorporated, to increase agreement amount from \$500,000 to \$538,045.

Chao made a substitute motion to continue this item to June 15 for the City Attorney and staff to conduct research on the suggestion of the members of public to create a private fund for the fencing cost. There was no second and the substitute motion died.

Wei modified her motion to add a privacy fence reimbursement amount of \$100 per foot.

Wei's main motion as modified carried unanimously.

Final Motion:

Wei moved and Willey seconded to:

1. Authorize the City Manager to Award a Construction Contract with California Commercial Fence Company in an Amount not to exceed \$1,504,069, and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$300,814, for a Total Authorized Contract Amount of \$1,804,883, for the Regnart Creek Fencing Project;
2. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$1,159,883 for the Regnart Creek Trail Fencing Project;
3. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$175,000 for Regnart Creek Trail Project Contingency;
4. Approve Budget Modification #2021-143 increasing appropriations in the Capital Improvement Program Capital Projects Fund (420-99-036) by \$25,000 for Regnart Creek Trail and \$30,000 for Regnart Creek Trail Fencing Project for additional design services; and
5. Authorize the City Manager to Execute a First Amendment to Agreement 2021-11, a Master Agreement between the City of Cupertino and CSG Consultants, Incorporated, to increase agreement amount from \$500,000 to \$538,045.
6. Add a privacy fence reimbursement amount of \$100 per foot.

The motion carried unanimously.

ORAL COMMUNICATIONS - CONTINUED (As necessary) - None

COUNCIL AND STAFF COMMENTS AND FUTURE AGENDA ITEMS

- Added an agenda item for an update on the Dog Off-Leash Area Trial - DOLA (Chao/Wei)

ADJOURNMENT

At 11:44 p.m., Mayor Paul adjourned the meeting.

Kirsten Squarcia, City Clerk



CITY OF CUPERTINO

Agenda Item

21-9201

Agenda Date: 7/20/2021
Agenda #: 7.

Subject: Approve the June 4 City Council minutes

Approve the June 4 City Council minutes



**DRAFT MINUTES
CUPERTINO CITY COUNCIL
Tuesday, June 4, 2021**

SPECIAL MEETING

At 6:15 p.m. Mayor Darcy Paul called the Special City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

JUNE 1, 2021 SPECIAL MEETING STUDY SESSION – CONTINUED

Council continued the Special Meeting Study Session Item 2 held on June 1 for the purposes of hearing consideration, deliberation, and decisions. The public comment portion of the Study Session was closed and remained closed.

2. Subject: Recommendation from the Parks and Recreation Commission to approve funds in the amount of \$92,900 for the Fiscal Year (FY) 2021-22 Community Funding Grant Program; annual funding for the Cupertino Historical Society in the amount of \$20,000; and approval of final funding amounts for the Community Funding Program, to be included in the Recommended Budget for FY 2021-22. (Continued from May 18).

Recommended Action: Consider the recommendation from the Parks and Recreation Commission to approve funds in the amount of \$92,900 for the FY 2021-22 Community Funding Grant Program and consider annual funding for the Cupertino Historical Society in the amount of \$20,000. Determine and approve final funding amounts for the Community Funding Program, to be included in the Recommended Budget for FY2021-22; and provide direction to staff.

Assistant Director of Parks and Recreation Rachelle Sander provided a summary of what was discussed at the last meeting.

Councilmembers asked questions and made comments.

Parks and Recreation Commission Chair Carol Stanek answered questions.

Paul moved and Wei seconded to approve the staff recommendation. Council did not vote on this motion.

Wiley moved and Paul seconded a substitute motion to approve the staff recommendation with an amendment to add an additional amount of \$3,000 for the Monta Vista Speech Boosters, Inc. for their scholarship line item. Council did not vote on the substitute motion.

Motion 1. Chao moved and Paul seconded a second substitute motion to approve the staff recommendation; and direct staff to look into allocating \$20,000 in a future grant funding cycle for a scholarship for underprivileged students to participate in extracurricular activities. Chao amended her substitute motion to also form a Council Subcommittee comprised of Moore and Chao to review the Community Funding Grant Program evaluation process and procedures for the upcoming funding cycle in the next calendar year; and review a \$20,000 future allocation for a scholarship fund; and bring forth a recommendation for Council consideration by the end of calendar year. (Paul accepted the friendly amendment). The second substitute motion carried unanimously.

Motion 2. Wiley moved and Wei seconded to allocate \$3,000 under the current grant funding cycle for the Monta Vista High School Speech Boosters, Inc. for their application. The motion carried unanimously.

Chao moved and Wiley seconded to approve the staff recommendation to keep the annual funding for the Cupertino Historical Society in the amount of \$20,000 as an ongoing budget line item. Council did not vote this motion.

Motion 3. Chao moved and Wiley seconded to keep the \$20,000 for the Historical Society as a budget line item. Paul moved and Moore seconded a substitute motion to form a Council Subcommittee comprised of Moore and Wei to discuss with the Historical Society 1.) the purpose for the monetary allocation of an ongoing budget line item of \$20,000; 2.) acceptance of Council Subcommittee members ongoing attendance at monthly board meetings at the beginning of the calendar year; and 3.) Council involvement and working together on the future direction of the Stockmeir and Snyder-Hammond House properties; and direct staff to come back for Council consideration at a future study session. The substitute motion carried unanimously.

Paul moved and Willey seconded to allocate a \$10,000 budget line item for the Cupertino Historical Society with a potential line-item adjustment in the mid-year budget; after the Council Subcommittee has completed its work and after Council consideration at a future study session. Willey made a friendly amendment to add an additional \$10,000 to the budget line item. (Paul declined the friendly amendment, and it was not considered). Council did not vote on this motion.

Motion 4. Paul moved and Willey seconded to allocate \$10,000 as a budget line item for Fiscal Year 21-22, to be revisited after the subcommittee is able to gather additional information and return to City Council with a study session to discuss potential additional funding. Paul amended his motion for a one-time \$20,000 allocation to the Historical Society for the upcoming fiscal year (not as a budget line item); and revisit the issue of whether to have an ongoing line item after the Council Subcommittee has completed its work and after Council consideration at a future study session. (Willey accepted the amendment). The motion carried unanimously.

Council recessed from 8:48 p.m. to 8:54 p.m.

STUDY SESSION

1. Subject: Study Session II on Fiscal Year (FY) 21-22 Proposed Budget
Recommended Action: Conduct Study Session II on Fiscal Year (FY) 21-22 Proposed Budget and provide input to staff

Written communications for this item included a staff presentation, Attachment I - Contingency Inquiry, Attachment J - GFOA Guidance, Attachment K - GFOA Guidance (2), Attachment L - Department Contingency Uses, Attachment M - City Manager Contingency Uses, an email to Council, and written comments from Councilmember Moore.

Director of Administrative Services Kristina Alfaro gave a presentation.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and the following people spoke.

Jean Bedord was concerned about the City Attorney and Mid- and Long-Term Planning budgets, and supported prioritizing items benefitting residents. (Submitted written comments).

Mayor Paul closed the public comment period.

Moore moved and Paul seconded to direct staff to:

- 1.) rectify Economic Development budget units 171-705 and 112-705 because the 2019 actuals don't match and review 0 FTE for total current positions because staffing might be different; and
- 2.) strike the City Manager contingency discretionary amount from the budget and return to the previous contingency amount of \$0.00.

Willey made a friendly amendment to set the amount for discretionary spending for the City Manager to \$75,000 per year. Moore accepted the friendly amendment with an addition of staff direction to provide a comparison of the City Manager discretionary budget amounts for the cities of Sunnyvale, Campbell, and Mountain View. Paul accepted the friendly amendment with the incorporation that the information be provided by staff at the June 15 City Council (proposed budget) meeting.

Wei made a friendly amendment to also find out the contingency percentage of materials and contract and annual recurring fund contingency compared to the other cities. Moore accepted the friendly amendment as long as a percentage of the materials plus contract services is included.

Moore amended her motion to also direct staff to go back and find the credit card usage budget and the actual credit card usage of the other cities; and include the requested information when the item comes back on June 15. (Paul accepted the amendment).

Chao made a friendly amendment to include direction to the Audit Committee to conduct an in-depth look at the credit card usage portion of the budget and to increase the frequency of Committee meetings from quarterly to monthly. (Moore accepted the friendly amendment).

The motion as amended carried unanimously.

Final Motion Summary:

Moore moved and Paul seconded to direct staff to:

- 1.) rectify Economic Development budget units 171-705 and 112-705 because the 2019 actuals don't match and 2.) review 0 FTE for total current positions because staffing might be different;
- set the amount for discretionary spending for the City Manager to \$75,000 per year; and provide a comparison of the City Manager discretionary budget amounts for the cities of Sunnyvale, Campbell, and Mountain View; the information to be provided by staff at the June 15 City Council (proposed budget) meeting;
- find out the contingency percentage of materials and contract and annual recurring fund contingency compared to the other cities (must include a percentage of the materials plus contract services);
- go back and find the credit card usage budget and the actual credit card usage of the other cities; and include the requested information when the (proposed budget) item comes back on June 15; and
- direct the Audit Committee to conduct an in-depth look at the credit card usage portion of the budget and to increase the frequency of Committee meetings from quarterly to monthly.

The motion as amended carried unanimously.

ADJOURNMENT

At 10:51 p.m., Mayor Paul adjourned the meeting.

Kirsten Squarcia, City Clerk



CITY OF CUPERTINO

Agenda Item

21-9200

Agenda Date: 7/20/2021
Agenda #: 8.

Subject: Approve the June 15 City Council minutes

Approve the June 15 City Council minutes



**DRAFT MINUTES
CUPERTINO CITY COUNCIL
Tuesday, June 15, 2021**

SPECIAL MEETING

At 6:00 p.m. Mayor Darcy Paul called the Special City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

PUBLIC HEARINGS

1. Subject: Consider whether to authorize the formal submission and processing of a General Plan Amendment Authorization for a change to the Land Use Designation from Low Density (1-5 DU/Ac.) to Low/ Medium Density (5-10 DU/Ac.), which would allow construction of four small lot single family homes where one single family home currently exists. Applicant(s): Homestead Homes; Application No(s): GPAAAuth-2020-001; Location: 19820 Homestead Road APN# 316-04-064 (Continued from the April 6, 2021 meeting)

Recommended Action: That the City Council conduct the public hearing and: Determine whether to authorize the project described in General Plan Amendment Authorization application (GPAAAuth-2020-001) to proceed to apply for the requested General Plan Amendments.

If authorized, adopt Resolution No. 21-030 of the City Council of the City of Cupertino, authorizing a prospective development proposal described in the 19280 Homestead Road Project General Plan Amendment Authorization application, No: GPAAAuth-2020-001, to proceed with a General Plan Amendment application.

Written Communications for this item included a staff presentation, Project Architect Responses to the City Council's Comments from the April 6, 2021 meeting, and an applicant presentation.

Director of Community Development Ben Fu introduced the item.

Senior Planner Gian Martire gave a presentation.

Project Architects Joseph Bellomo and Pratima Shaw of Bellomo Architects gave a presentation.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and the following people spoke.

Lisa Warren was concerned about privacy screening and the list of approved screening trees and supported allowing neighbors to provide input on screening options.

Mayor Paul closed the public comment period.

Councilmembers asked questions and made comments.

Council consented to table this item until the Regular Meeting and to consider a motion under Postponements and Orders of the Day to continue the hearing after the Consent Calendar.

ADJOURNMENT

REGULAR MEETING

At 6:45 p.m. Mayor Darcy Paul called the Regular City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

CEREMONIAL MATTERS AND PRESENTATIONS

1. Subject: Presentation from Destination: Home's Supportive Housing and Innovation Fund

Recommended Action: Receive presentation from Destination: Home's Supportive Housing and Innovation Fund

Destination: Home Chief Executive Officer Jennifer Loving and Chief Operating Officer Ray Bramson gave a presentation.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and the following people spoke.

Jennifer Griffin supported ensuring there are supportive service facilities adjacent to supportive housing projects.

Neil Park-McClintick, on behalf of Cupertino for All, asked about ways to make the process easier for Destination: Home that go beyond identifying the sites.

Mayor Paul closed the public comment period.

Council received the presentation.

POSTPONEMENTS AND ORDERS OF THE DAY

Chao moved and Paul seconded to continue the Special Meeting Public Hearing Item 1 to the end of the Consent Calendar. The motion carried unanimously.

ORAL COMMUNICATIONS

H Family requested Council consideration of a code enforcement case regarding a structure in her backyard, a symbolic permit, and an abatement of fines.

Peggy Griffin supported the Cupertino Housing Survey and requested an add-on survey or webpage for people to submit ideas for areas or density.

Gilbert Wong expressed appreciation for City Manager Deborah Feng and City Attorney Heather Minner for their leadership and service to the City.

J.R. Fruen offered comments and expressed thanks to outgoing City Manager Deborah Feng for her service to the community.

Richard Lowenthal expressed thanks to City Manager Deborah Feng for her service to the City.

Jean Bedord expressed appreciation to City Manager Deborah Feng for her two years of service to the City.

Housing Commissioner Connie Cunningham (representing self) expressed appreciation to City Manager Deborah Feng for her service to the City.

Neil Park-McKlintick thanked City Manager Deborah Feng for her service to the community and was concerned about City staff turnover.

Alysa Sakkas, on behalf of the Cupertino-Toyokawa Sister Cities, expressed gratitude to City Manager Deborah Feng for supporting the Sister City programs and for her leadership.

Planning Commission Vice Chair Steven Scharf (representing self) thanked City Manager Deborah Feng and City Attorney Heather Minner for their service to the City.

City Clerk Kirsten Squarcia read an email on behalf of Jennifer Shearin thanking City Manager Deborah Feng for her service to the community.

Jennifer Griffin thanked City Manager Deborah Feng and City Attorney Heather Minner for their service to the City and expressed concern over Zoom technical issues and housing bills.

REPORTS BY COUNCIL AND STAFF (10 minutes)

2. Subject: Brief reports on councilmember activities and brief announcements
Recommended Action: Receive brief reports on councilmember activities and brief announcements

Council received brief reports on councilmember activities and brief announcements.

3. Subject: City Manager update on emergency response efforts
Recommended Action: Receive City Manager update on emergency response efforts

City Manager Deborah Feng reported on the state moving beyond the Blueprint for a Safer Economy, new face covering requirements related to COVID-19, vaccination sites, testing site reductions and remaining locations, case counts, and vaccination rates, and workplace Cal OSHA guidelines; and expected heat events.

Council received the City Manager update on emergency response efforts.

4. Subject: Report on Committee assignments
Recommended Action: Report on Committee assignments

Councilmembers highlighted the activities of their various committees.

CONSENT CALENDAR (Items 5-23)

Willey moved and Wei seconded to approve the items on the Consent Calendar except for Item Nos. 11, 12, 22, 24, 25, and 26 which were pulled for discussion. Ayes: Paul, Chao, Moore, Wei, and Willey. Noes: None. Abstain: None. Absent: None.

5. Subject: Approve the May 18 City Council minutes
Recommended Action: Approve the May 18 City Council minutes
6. Subject: Approve the May 24 (Teen Commission Interviews) City Council minutes
Recommended Action: Approve the May 24 (Teen Commission Interviews) City Council minutes
7. Subject: Approve the May 25 (Teen Commission Interviews) City Council minutes
Recommended Action: Approve the May 25 (Teen Commission Interviews) City Council minutes
8. Subject: Approve the May 26 City Council minutes
Recommended Action: Approve the May 26 City Council minutes
9. Subject: Approve the June 1 City Council minutes
Recommended Action: Approve the June 1 City Council minutes

Written Communications for this item included an Amended Attachment A – Draft Minutes and an email to Council.

Council consented to make the necessary changes to the draft minutes as noted in Amended Attachment A and resubmit at the next meeting for Council approval.

10. Subject: Approval of a new Friendship City relationship with New Taipei City and renew relationships with Tongxiang and Xianning.
Recommended Action: Approve a new Friendship City relationship with New Taipei City and renew relationships with Tongxiang and Xianning.

11. Subject: Consider confirming the proposed rescission of Emergency Order No. 20-01 requiring face coverings for the public to slow the spread of COVID-19
Recommended Action: Confirm the proposed rescission of Emergency Order No. 20-01 requiring face coverings for the public to slow the spread of COVID-19 effective June 15, 2021 at 11:59 p.m.

Written Communications for this item included an email to Council.

Mayor Paul opened the public comment period and the following people spoke.

Peggy Griffin asked for clarification on the meaning of the rescission order and the City's policy on face coverings compared to the state, including dates.

Mayor Paul closed the public comment period.

Chao moved and Wei seconded to confirm the proposed rescission of Emergency Order No. 20-01 requiring face coverings for the public to slow the spread of COVID-19 effective June 15, 2021 at 11:59 p.m. The motion carried unanimously.

12. Subject: Consider approval of a contract with Dan Gertmenian for the Math Olympiad education program for the period of August 1, 2021 to August 30, 2024.
Recommended Action: Authorize the City Manager to execute a contract with Dan Gertmenian for the Math Olympiad youth education program for the three-year period of August 1, 2021 to August 30, 2024, in the amount not to exceed \$773,042.

Councilmembers asked questions and made comments.

Director of Administrative Services Kristina Alfaro answered questions.

Mayor Paul opened the public comment period and the following people spoke.

Gilbert Wong said the contract was routinely approved every three years, the program is very popular, and supported the services and approval of the contract.

Mayor Paul closed the public comment period.

Paul moved and Chao seconded to authorize the City Manager to execute a contract with Dan Gertmenian for the Math Olympiad youth education program for the three-year period of August 1, 2021 to August 30, 2024, in the amount not to exceed \$773,042 with the amendment to convene in a Council Subcommittee comprised of Moore and Willey to look into the bidding and contracting process; with direction to work with staff on the process and come back with the findings in future a study session. The motion carried unanimously.

13. Subject: Accept Accounts Payable for the period ending March 08, 2021
Recommended Action: Adopt Resolution No. 21-042 accepting Accounts Payable for the period ending March 08, 2021
14. Subject: Accept Accounts Payable for the period ending March 15, 2021
Recommended Action: Adopt Resolution No. 21-043 accepting Accounts Payable for the period ending March 15, 2021
15. Subject: Accept Accounts Payable for the period ending March 22, 2021
Recommended Action: Adopt Resolution No. 21-044 accepting Accounts Payable for the period ending March 22, 2021
16. Subject: Accept Accounts Payable for the period ending March 29, 2021
Recommended Action: Adopt Resolution No. 21-045 accepting Accounts Payable for the period ending March 29, 2021
17. Subject: Accept Accounts Payable for the period ending April 05, 2021
Recommended Action: Adopt Resolution No. 21-046 accepting Accounts Payable for the period ending April 05, 2021
18. Subject: Accept Accounts Payable for the period ending April 12, 2021
Recommended Action: Adopt Resolution No. 21-047 accepting Accounts Payable for the period ending April 12, 2021
19. Subject: Accept Accounts Payable for the period ending April 19, 2021
Recommended Action: Adopt Resolution No. 21-048 accepting Accounts Payable for the period ending April 19, 2021
20. Subject: Accept Accounts Payable for the period ending April 26, 2021
Recommended Action: Adopt Resolution No. 21-049 accepting Accounts Payable for the period ending April 26, 2021

21. Subject: Accept Accounts Payable for the period ending May 03, 2021
Recommended Action: Adopt Resolution No. 21-050 accepting Accounts Payable for the period ending May 03, 2021
22. Subject: Accept Accounts Payable for the period ending May 11, 2020
Recommended Action: Adopt Resolution No. 21-051 accepting Accounts Payable for the period ending May 11, 2020
Written Communications for this item included emails to Council.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and the following people spoke.

Peggy Griffin requested a requirement for accounts payable statements to be presented for approval every 2-weeks as they become closed.

Mayor Paul closed the public comment period.

Paul moved and Moore seconded to adopt Resolution No. 21-051 accepting Accounts Payable for the period ending May 11, 2020. The motion carried unanimously.

23. Subject: Consider Authorizing the City Manager to Execute the Third Amendment to the Funding Agreement Between the City of Cupertino and the Santa Clara Valley Transportation Authority (VTA) for I-280/Wolfe Road Interchange Improvements Project.
Recommended Action: Authorize the City Manager to Execute the Third Amendment to the Funding Agreement with VTA to Extend the Term of the Funding Agreement from June 30, 2021 to December 31, 2022 for the I-280/Wolfe Road Interchange Improvements Project (Project).
24. Subject: Appointment of City Attorney and execution of employment agreement
Recommended Action: Authorize the Mayor to execute an employment agreement for City Attorney

Written Communications for the item included the item Staff Report, A – Draft Resolution approving the City Attorney Employment Agreement, B - Draft City Attorney Employment Agreement, C - Draft Resolution amending the Appointed Employees' Compensation Program (Redline), and D - Draft Resolution amending the Appointed Employees' Compensation Program (Clean)

Mayor Paul provided an oral summary of the recommended action and introduced new Cupertino City Attorney Chris Jensen who made comments.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and the following people spoke.

Peggy Griffin expressed gratitude to Heather Minner for her service as City Attorney and support for new City Attorney Chris Jensen. (Submitted written comments).

Gilbert Wong was concerned about the agenda item being placed on the Consent Calendar and over the item attachments.

Mayor Paul closed the public comment period.

Paul moved and Chao seconded to Authorize the Mayor to execute an employment agreement for City Attorney and to adopt Resolution No. 21-058 approving the City Attorney Employment Agreement. The motion carried unanimously.

25. Subject: Authorization to execute an agreement with a recruiting firm for permanent City Manager for an amount not to exceed \$25,000
Recommended Action: Authorize the Mayor to execute an agreement with a recruiting firm to conduct the City Manager recruitment for an amount not to exceed \$25,000

Written Communications for the item included the item Staff Report and Draft Agreement for Recruitment Services for City Manager.

Mayor Paul opened the public comment period and, seeing none, closed the public comment period.

Paul moved and Wei seconded to authorize the Mayor to execute an agreement with a recruiting firm to conduct the City Manager recruitment for an amount not to exceed \$25,000. The motion carried unanimously.

26. Subject: Appointment of Interim City Manager and execution of employment agreement
Recommended Action: Authorize the Mayor to execute employment agreement for Interim City Manager

Written Communications for the item included the item Staff Report and Draft Agreement for Interim City Manager Employment.

Mayor Paul introduced Interim City Manager Greg Larson who made comments.

Mayor Paul opened the public comment period and the following people spoke.

Peggy Griffen thanked City Manager Deborah Feng for her service to the community and welcomed new interim City Manager Greg Larson.

Lisa Warren thanked City Manager Deborah Feng for her service to the community and welcomed new interim City Manager Greg Larson.

Mayor Paul closed the public comment period.

Councilmembers welcomed Interim City Manager Greg Larson and recognized outgoing City Manager Deborah Feng for her service.

Moore moved and Wei seconded to authorize the Mayor to execute employment agreement for Interim City Manager. The motion carried unanimously.

Council recessed from 9:46 p.m. to 9:55 p.m.

SPECIAL MEETING PUBLIC HEARING – CONTINUED

Council continued the Special Meeting Public Hearing item 1 heard at 6:00 p.m. The public comment period was closed and remained closed.

1. Subject: Consider whether to authorize the formal submission and processing of a General Plan Amendment Authorization for a change to the Land Use Designation from Low Density (1-5 DU/Ac.) to Low/ Medium Density (5-10 DU/Ac.), which would allow construction of four small lot single family homes where one single family home currently exists. Applicant(s): Homestead Homes; Application No(s): GPAAuth-2020-001; Location: 19820 Homestead Road APN# 316-04-064 (Continued from the April 6, 2021 meeting)
Recommended Action: That the City Council conduct the public hearing and: Determine whether to authorize the project described in General Plan Amendment Authorization application (GPAAuth-2020-001) to proceed to apply for the requested General Plan Amendments.

If authorized, adopt Resolution No. 21-030 of the City Council of the City of Cupertino, authorizing a prospective development proposal described in the 19280 Homestead Road Project General Plan Amendment Authorization application, No: GPAAuth-2020-001, to proceed with a General Plan Amendment application.

Council continued to ask questions and make comments.

Chao moved and Wei seconded to authorize the project described in General Plan Amendment Authorization application (GPAAuth-2020-001) to proceed to apply for the requested General Plan Amendments; and to adopt Resolution No. 21-030 of the City Council of the City of Cupertino, authorizing a prospective development proposal described in the 19280 Homestead Road Project General Plan Amendment Authorization application, No: GPAAuth-2020-001, to proceed with a General Plan Amendment application. The motion carried unanimously.

SECOND READING OF ORDINANCES - None

PUBLIC HEARINGS

27. Subject: Public hearing to consider the Capital Improvement Program (CIP) and the Recommended Budget for Fiscal Year (FY) 2021-22; consider Adoption of the Budget for FY 2021-22; consider Establishment of the Appropriation Limit, and related actions; or take other action to approve interim expenditures.
- Recommended Action: 1. Adopt Resolution No. 21-052 establishing an Operating Budget of \$122,615,187 for FY 2021-22 which include the following changes to the FY 2021-22 Proposed Budget, published on May 1, 2021:
- a. Approve the Proposed Funding requests of \$121,032,637 as outlined in the FY 2021-22 Proposed Budget.
 - b. Approve Community Funding Requests of \$95,900 as included in Attachment E
 - c. Approve a \$518,250 reduction in appropriations for the City Manager Discretion Fund as included in Attachment E
 - d. Approve appropriations of \$313,000 for City Work Program items as included in Attachment E
 - e. Approve additional 4 full-time employees (Senior Planner, Permit Technician, Plan Check Engineer, and CIP Project Manager) and appropriations of \$754,992 as included in Attachment E
 - f. Approve \$66,794 of revenues and \$66,794 of appropriations for Community Development Block Grant (CDBG) final allocations as included in Attachment E
 - g. Approve \$500,000 of appropriations for Community Development Department legal costs as included in Attachment E

- h. Approve \$63,376 of appropriations for City Hall Annex (10455 Torre) maintenance costs as included in Attachment E
 - i. Approve a \$65,000 reduction in appropriations for Stevens Creek Corridor Tree Inventory (operating) as included in Attachment E
 - j. Approve \$371,738 of appropriations and \$177,000 of revenues for library services as included in Attachment E
 - k. Approve budget adjustments as presented in Attachment E
2. Adopt Resolution No. 21-053 establishing a Capital Improvement Program budget of \$26,230,048 for FY 2021-22 which included the following line items:
- a. Approve appropriations of \$2,000,000 in the Minor Storm Drain Improvements Special Revenue Fund for the Pumpkin and Fiesta Storm Drain Project Phase 1 & 2 project
 - b. Approve appropriations of \$215,000 in the Transportation Special Revenue Fund for Homestead/De Anza - Construction project
 - c. Approve appropriations of \$3,000,000 in the Park Dedication Special Revenue Fund for the Memorial Park - Pond Repurposing project
 - d. Approve appropriations of \$1,150,000 in the Park Dedication Special Revenue Fund for the Memorial Park - Amphitheater Improvements project
 - e. Approve appropriations of \$500,000 in the Park Dedication Special Revenue Fund for the Memorial Park - Specific Plan Design project
 - f. Approve appropriations of \$3,000,000 in the Capital Improvement Program Capital Projects Fund for the 10445 Torre Avenue Improvements project
 - g. Approve appropriations of \$750,000 in the Capital Improvement Program Capital Projects Fund for the Blackberry Farm Pool Improvements project
 - h. Approve appropriations of \$75,000 in the Capital Improvement Program Capital Projects Fund for the Carmen Road Bridge Right-of-Way project
 - i. Approve appropriations of \$500,000 in the Capital Improvement Program Capital Projects Fund for the City Hall and Community Hall Improvements - Programming & Feasibility project
 - j. Approve appropriations of \$408,000 in the Capital Improvement Program Capital Projects Fund for the Electric Vehicle Parking Expansion project
 - k. Approve appropriations of \$350,000 in the Capital Improvement Program Capital Projects Fund for the Full-sized Outdoor Basketball Court project
 - l. Approve appropriations of \$80,000 in the Capital Improvement Program Capital Projects Fund for the Stelling and Alves Crosswalk Installation project
 - m. Approve appropriations of \$2,000,000 in the Capital Improvement Program Capital Projects Fund for the Stevens Creek Boulevard Class IV Bikeway Phase 2 - Construction project

- n. Approve appropriations of \$50,000 in the Capital Improvement Program Capital Projects Fund for the City Lighting LED Transition Assessment project
- o. Approve appropriations of \$65,000 in the Capital Improvement Program Capital Projects Fund for the Tree Inventory - Stevens Creek Corridor project
- p. Approve appropriations of \$90,000 in the Capital Improvement Program Capital Projects Fund for the ADA Improvements project
- q. Approve appropriations of \$300,000 in the Capital Improvement Program Capital Projects Fund for the Annual Playground Replacement project
- r. Approve appropriations of \$200,000 in the Capital Improvement Program Capital Projects Fund for the Park Amenity Improvements project
- s. Approve appropriations of \$75,000 in the Capital Improvement Program Capital Projects Fund for the Street Light Installation - Annual Infill project
- t. Approve \$11,422,048 of transfers out from the Capital Reserve to fund the Capital Improvement Program budget in FY 2021-22

3. Adopt Resolution No. 21-054 establishing an Appropriation Limit of \$114,666,491 for FY 2021-22

Written Communications for this item included a staff presentation and an email to Council.

Director of Administrative Services Kristina Alfaro gave a presentation.

Mayor Paul opened the public hearing and, seeing no one, closed the public hearing.

Moore moved and Chao seconded to:

- 1. Adopt Resolution No. 21-052 establishing an Operating Budget of \$122,615,187 for FY 2021-22 which includes the changes a through k of the agenda to the FY 2021-22 Proposed Budget, published on May 1, 2021;
- 2. Adopt Resolution No. 21-053 establishing a Capital Improvement Program budget of \$26,230,048 for FY 2021-22 which includes line items a through t of the agenda; and
- 3. Adopt Resolution No. 21-054 establishing an Appropriation Limit of \$114,666,491 for FY 2021-22

The motion carried unanimously.

28. Subject: Consider approving the FY 2021-22 Community Development Block Grant (CDBG) Program Annual Action Plan

Recommended Action: Conduct Public Hearing; and

- 1. Adopt Resolution No. 21-055 approving the FY 2021-22 CDBG Annual Action Plan

Written Communications included a staff presentation.

Senior Housing Planner Gabriel Borden gave a presentation.

Mayor Paul opened the public hearing and, seeing no one, closed the public hearing.

Moore moved and Wei seconded to adopt Resolution No. 21-055 approving the FY 2021-22 CDBG Annual Action Plan. The motion carried unanimously.

29. Subject: Consider substantial amendments to the FY 2019-20 Annual Action Plan and FY 2015-20 Consolidated Plan to provide funding to assist unhoused members of the encampments located along Wolfe Road near Interstate 280 (Wolfe Road encampment) to mitigate safety hazards including COVID-19; and to provide funding for the Senior Meal Delivery Program, which are eligible Department of Housing And Urban Development (HUD) activities in response to COVID-19.
Recommended Action: Conduct Public Hearing; and
1. Adopt Resolution No. 21-056 approving the Substantial Amendments to the FY 2019-20 Action Plan and FY 2015-20 Consolidated Plan to provide funding to assist unhoused members of the Wolfe Road encampment to mitigate safety hazards including COVID-19; and to provide funding for the Senior Meal Delivery Program, which are eligible HUD activities.

City Manager Deborah Feng reviewed the staff report.

Mayor Paul opened the public hearing and, seeing no one, closed the public hearing.

Wei moved and Moore seconded to:

1. Adopt Resolution No. 21-056 approving the Substantial Amendments to the FY 2019-20 Action Plan and FY 2015-20 Consolidated Plan to provide funding to assist unhoused members of the Wolfe Road encampment to mitigate safety hazards including COVID-19; and to provide funding for the Senior Meal Delivery Program, which are eligible HUD activities.
The motion carried unanimously.

30. Subject: Consideration of Fiscal Year (FY) 2020-21 and FY 2021-22 Fee Schedule Amendments to Schedule A - General Fees to add an Annual Lobbyist Registration fee pursuant to Cupertino Municipal Code Chapter 2.100 regarding the regulation of lobbying activities

Recommended Action: Adopt Resolution No. 21-057, amending the Adopted FY 2020-21 and FY 2021-22 Fee Schedules to add an Annual Lobbyist Registration fee to Schedule A - General Fees pursuant to Cupertino Municipal Code Chapter 2.100 regarding the regulation of lobbying activities

City Clerk Kirsten Squarcia reviewed the staff report.

Mayor Paul opened the public hearing and the following people spoke.

Jennifer Griffin supported the fee adoption and the lobbyist registration requirement.

Mayor Paul closed the public comment period.

Moore moved and Paul seconded to adopt Resolution No. 21-057, amending the Adopted FY 2020-21 and FY 2021-22 Fee Schedules to add an Annual Lobbyist Registration fee to Schedule A - General Fees pursuant to Cupertino Municipal Code Chapter 2.100 regarding the regulation of lobbying activities. The motion carried unanimously.

ORDINANCES AND ACTION ITEMS

31. Subject: Consider Designation of Residential Preferential Parking (RPP) Zone on Serra Street from Canyon Oak Way to the End.

Recommended Action: Conduct the First Reading of Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Designating a Residential Preferential Parking Zone on Serra Street from Canyon Oak Way to the End, on Saturdays, Sundays and Holidays Between the Hours of 6 a.m. and 2 p.m."

Written Communications for this item included a staff presentation.

City Manager Deborah Feng introduced the item.

Transportation Manager David Stillman gave a presentation.

Councilmembers asked questions and made comments.

Mayor Paul opened the public comment period and, seeing no one, closed the public comment period.

City Clerk Kirsten Squarcia read the title of Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Designating a Residential Preferential Parking Zone on Serra Street from Canyon Oak Way to the End, on Saturdays, Sundays and Holidays Between the Hours of 6 a.m. and 2 p.m."

Wei moved and Willey seconded to read Ordinance No. 21-2228 by title only, and that the City Clerk's reading constitutes the first reading thereof; and that Ordinance No. 21-2228 is exempt from CEQA. Ayes: Moore, Wei, Willey, Chao, and Paul. Noes: None. Abstain: None. Absent: None.

ORAL COMMUNICATIONS - CONTINUED (As necessary) – None

COUNCIL AND STAFF COMMENTS AND FUTURE AGENDA ITEMS

Council added the following future agenda items for consideration.

- Incorporate shadow study requirements with objective standards (Moore/Chao/Willey)
- Add a rainbow stripe in front of De Anza College between De Anza College and the Westport development (Chao/Moore)
- Conduct a follow-up study to the housing survey including extending the Housing Survey Subcommittee and adding staff and funding for identifying housing sites (Chao/Willey)

ADJOURNMENT

At 12:00 a.m., Mayor Paul adjourned the meeting.

Kirsten Squarcia, City Clerk



CITY OF CUPERTINO

Agenda Item

21-9516

Agenda Date: 7/20/2021
Agenda #: 9.

Subject: Approve the June 18 City Council minutes

Approve the June 18 City Council minutes



**DRAFT MINUTES
CUPERTINO CITY COUNCIL
Friday, June 18, 2021**

SPECIAL MEETING

At 6:15 p.m. Mayor Darcy Paul called the Special City Council meeting to order. This was a teleconference meeting with no physical location.

ROLL CALL

Present: Mayor Darcy Paul, Vice Mayor Liang Chao, and Councilmembers Kitty Moore, Hung Wei, and Jon Robert Willey. Absent: None. All Councilmembers teleconferenced for the meeting.

STUDY SESSION

1. Subject: Discussion regarding the County's Office of Supportive Housing's consideration of a 2016 Measure A funded potential development located at a vacant parcel south off Interstate 280 and west of N. Wolfe Road (APN 316 20 088), formerly the northernmost parking lot for the Vallco Shopping Mall.
Recommended Action: Receive the presentation from the County Office of Supportive Housing and facilitate a community engagement forum where the City Council and community can comment on and receive additional information on the project.

Written Communications for this item included a County presentation and emails to Council.

Director of Community Development Ben Fu introduced the item.

Councilmembers asked questions and made comments.

Santa Clara County Office of Supportive Housing Director Consuelo Hernandez gave a presentation.

Mayor Paul opened the public comment period and the following people spoke.

Jennifer Griffin was concerned about height limits and providing supportive services and access to transit; and supported community engagement.

Janet Van Zoeren supported more affordable housing and the aim of the project and examining and working out potential issues.

Housing Commissioner Connie Cunningham (representing self) was strongly interested in the type of project and supported figuring out potential issues.

Mayor Paul closed the public comment period.

Council received the presentation from the County Office of Supportive Housing and provided the following feedback.

- overall interest in the potential project addressing affordable housing
- concerns about who would be responsible should there be any contamination on the site
- consider potential issues of access to roads, noise quality, and pollution
- look at how the concentration of BMR (Below Market Rate) housing would balance out with the units on the Vallco SB 35 project
- concerns about how long the BMR ground lease would be for the County
- have overcome obstacle of finding two sites, take advantage of opportunity to explore and facilitate
- look at impacts on adjacent neighborhood separated by the barrier wall
- project needs to be studied
- support for gauging community interest
- explore how the City can support the County Office of Supportive Housing and non-profit organizations

ORDINANCES AND ACTION ITEMS

2. Subject: Consider Authorization of the Mayor to Sign a Letter to the County of Santa Clara Board of Supervisors (Board) Regarding City Support of the Board Granting 1972 Ridgeline Protection Easement Enforcement Rights to Midpeninsula Regional Open Space District.

Recommended Action: Authorize the Mayor to Sign a Letter to the Board Regarding City Support Granting 1972 Ridgeline Protection Easement Enforcement Rights to Midpeninsula Regional Open Space District.

Included a staff presentation and an email to Council.

Director of Public Works Roger Lee gave a presentation.

Mayor Paul opened the public comment period and the following people spoke.

Rhoda Fry supported sending the Letter and authorizing a letter to the County Planning Commission regarding Steven's Creek Quarry importing materials from Lehigh.

Lisa Warren supported Rhoda Fry's comments and authorizing the Mayor to sign the Letter to the Board.

Housing Commissioner Connie Cunningham (representing self) supported Rhoda Fry's request and the Mayor writing a letter in support of the County taking action.

Susan Moore was concerned about the ridgeline, pollution of water and air, traffic, lack of transparency, and supported the item.

Mayor Paul closed the public comment period.

Council consented to reopen the public comment period and the following people spoke.

Jennifer Griffin was opposed to moving the ridgeline and was concerned that a land collapse would occur.

Mayor Paul closed the public comment period.

Councilmembers asked questions and made comments.

Wei moved and Moore seconded to authorize the Mayor to Sign a Letter to the Board Regarding City Support Granting 1972 Ridgeline Protection Easement Enforcement Rights to Midpeninsula Regional Open Space District. The motion carried unanimously.

ADJOURNMENT

At 7:26 p.m., Mayor Paul adjourned the meeting.

Kirsten Squarcia, City Clerk



CITY OF CUPERTINO

Agenda Item

21-9512

Agenda Date: 7/20/2021
Agenda #: 10.

Subject: Consider Award of a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years.

Authorize the City Manager to Award a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years in an Amount Not to Exceed the Appropriated Budget of \$435,185 to the Lowest Responsive Bidder if there Are no Unresolved Bid Protests.



PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Consider Award of a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years.

Recommended Action

Authorize the City Manager to Award a Contract for Crossing Guard Services for a Term of Three Years with the Option to Extend for Two Additional Years in an Amount Not to Exceed the Appropriated Budget of \$435,185 to the Lowest Responsive Bidder if there Are no Unresolved Bid Protests.

Background

City Council authorized a contract with All City Management Services, Inc. (ACMS) on July 7, 2015 for crossing guard services. The contract term was for three years, with the option to extend for up to two additional years. Per the contract, the timing of crossing guard services was coordinated with the various bell schedules of the schools and included up to sixteen intersection locations.

At the end of the third year, and due to good service provided, the contract was extended for two more years until June 30, 2020. Prior to expiration of the contract on June 30, 2020, the County of Santa Clara (County) issued a Shelter in Place Order due to the COVID-19 pandemic. Due to the unfavorable conditions for issuing a Request for Proposals (RFP) during a pandemic, Staff requested an extension and City Council authorized the extension to the contract on May 19, 2020 with ACMS for one additional year until June 30, 2021.

During the physical closure of schools during the pandemic, crossing guard services were not provided and no dollars were expended.

Discussion

The City issued an RFP for crossing guard services on June 25, 2021. The deadline to submit proposals is July 16, 2021. Due to the first day of school beginning on August 16, 2021 and the next City Council meeting not occurring until August 18, 2021, Staff is

requesting authority to award a contract prior to receiving bids and selecting a contractor to ensure that the contract can be executed and crossing guards timely deployed.

Like the prior contract, the term of the new contract will be three years at sixteen locations, with the option to extend the contract on a year-to-year basis for two additional one-year terms, for a maximum of five years.

Staff periodically conducts crossing guard studies to determine which locations warrant crossing services the most based on usage and traffic patterns, which can change over time. The most recent warrant study was completed in 2018. The Cupertino Union School District and the Fremont Union High School District are kept informed regarding the results of warrant studies and are included in the final determination of locations. Attachment A includes the intersection locations to receive crossing guard services.

During the 2021/22 school year, the City will conduct a new crossing guard warrant study at twenty-five intersections throughout the City. The intersections to be studied will include the fifteen intersections currently being served by sixteen guards, and ten additional intersections that have been identified as locations that would benefit from crossing guard services by concerned residents and through the School Walk Audit Project. If the upcoming study reveals any locations that warrant crossing services more than the sixteen locations currently served, crossing guards may be moved from less utilized locations to locations where services are more warranted.

Sustainability Impact

Crossing guard services encourage walking and bicycling by providing safe passage across streets for students traveling to school. This is consistent with both the Mobility Element of the General Plan, Goal M-3 (“Support a Safe Pedestrian and Bicycle Network for People of All Ages and Abilities”) and Measure C-T-1 of the Climate Action Plan (“Encourage multi-modal transportation, including walking and biking, through safety and comfort enhancements in the bicycle and pedestrian environment”). Furthermore, students walking and bicycling to school reduces traffic congestion and leads to reduced vehicle emissions, helping the City achieve its air quality and greenhouse gas emissions reduction goals.

Fiscal Impact

The Fiscal Year (FY) 2021-2022 budget, approved on June 15, 2021, includes a budget allocation for crossing guard services. This budget allocation takes into account the expected increase in Cupertino minimum wage in January 2022. Additionally, The City entered into a cost sharing agreement with Fremont Union High School District (FUSD) on November 16, 2016. As per the agreement, FUSD contributes \$12,500 annually for school years 2016/17 through 2021/22 toward crossing guard services at high schools. No additional appropriation is needed for FY2021-22.

Prepared by: Cherie Walkowiak, Safe Routes to School Coordinator

Reviewed by: Roger Lee, Director of Public Works

Approved for Submission by: Dianne Thompson, Acting City Manager

Attachments:

A - Crossing Guard Locations

B - Draft Contract

Attachment A

Cupertino Crossing Guard Locations for school year 2021/22

Location #	School(s) Served	Intersection
1	Collins Elementary	N. Blaney Ave./Forest Ave.
2	Collins Elementary & Lawson Middle	N. Blaney Ave./Merritt Dr.
3	Eaton Elementary	S. Blaney Ave./Suisun Dr.
4.1	Cupertino High	Stevens Creek Blvd./Finch Ave.
4.2	Cupertino High	Stevens Creek Blvd./Finch Ave.
5	Garden Gate Elementary	Greenleaf Dr./S. Stelling Rd.
6	Kennedy Middle	Bubb Rd./Hyannisport Dr.
7	Kennedy Middle & Monta Vista High	Hyannisport Dr./Fort Baker Dr.
8	Lincoln Elementary & Kennedy Middle & Monta Vista High	McClellan Rd./Bubb Rd.
9	Lawson Middle	N. De Anza Blvd./Mariani Ave.
10	Lawson Middle	Vista Dr./Merritt Dr.
11	Lawson Middle	Vista Dr./Stevens Creek Blvd.
12	Lincoln Elementary	McClellan Rd./Lincoln Elementary
13	Lincoln Elementary & Monta Vista High	McClellan Rd./Orange Ave.
14	Stevens Creek	Ainsworth / Bahl
15	Sedgwick Elementary	Barnhart Ave./S. Tantau Ave.

5. ATTACHMENTS

5.1 Professional/Consulting Services Agreement Language



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and _____ (“Contractor”), a

for _____,
and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with the City’s Shelter In Place and Social Distancing Requirements, attached here and incorporated as **Exhibit A-A**.

3. **TIME OF PERFORMANCE**

3.1 This Agreement begins on the Effective Date and ends on _____ (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on _____ and shall be completed by _____. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. **COMPENSATION**

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$_____ (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

5.2 Contractor's Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

5.4 Subcontractors. Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials, and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available

to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

11.5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6. This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns _____ as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns _____ as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to

this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found

by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. **SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. **NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<p>To City of Cupertino</p> <p>Attention: _____</p> <p>Email: _____</p>	<p>To Contractor:</p> <p>Attention: _____</p> <p>Email: _____</p>
--	--

27. **EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

CONTRACTOR

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

HEATHER M. MINNER
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

DATE: _____



CITY OF CUPERTINO

Agenda Item

21-9607

Agenda Date: 7/20/2021
Agenda #: 11.

Subject: Accept Accounts Payable for the period ending May 10, 2021

Adopt Resolution No. 21-060 accepting Payable for the period ending May 10, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

May 10, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 5/1/2021 - To Payment Date: 5/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
727886	05/07/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$1,796.87		
	Invoice		Date	Description		Amount			
	45648		04/23/2021	Street banner to promote Small Business Week		\$1,796.87			
727887	05/07/2021	Open			Accounts Payable	AT & T	\$122.15		
	Invoice		Date	Description		Amount			
	5558-032821		03/28/2021	960 731-7142 555 8 03/28/21		\$122.15			
727888	05/07/2021	Open			Accounts Payable	AT&T	\$2,422.68		
	Invoice		Date	Description		Amount			
	000016305022		04/12/2021	9391023221 (408-253-9200) 03/12 -04/11		\$24.94			
	000016305120		04/12/2021	9391023216 (233-281-5494) 03/12/20-04/11/20		\$70.16			
	000016305024		04/12/2021	9391023223 03/12/21-4/11/21		\$67.37			
	000016305119		04/12/2021	9391023217 (237-361-8095) 03/12/21-04/11/21		\$89.06			
	000016305118		04/12/2021	9391023218 (238-371-7141) 03/12/21 - 04/11/21		\$70.16			
	000016289238		04/10/2021	9391051384 03/10/21 - 4/09/21		\$1,298.39			
	000016305121		04/12/2021	9391023215 (233-281-4421) 03/12/21-04/11/20		\$89.06			
	000016159774-0		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-1		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-2		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-3		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-4		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-5		03/12/2021	93910667581001 Jollyman DrJollyman Park Unknown		\$0.02			
	000016159774-6		03/12/2021	939106675810185 N StellingSecure Fax		\$0.02			
	000016159774-7		03/12/2021	939106675810185 N StellingSheriff		\$0.03			
	000016159774-8		03/12/2021	939106675810185 N StellingServo Modem		\$0.03			
	000016159774-9		03/12/2021	939106675810185 N StellingServo Rm.		\$0.03			
	000016159774-10		03/12/2021	939106675810185 N StellingLine		\$0.03			
	000016159774-11		03/12/2021	939106675810185 N StellingMelanie Modem		\$0.03			
	000016159774-12		03/12/2021	939106675810185 N StellingMuseum Spare		\$0.03			
	000016159774-13		03/12/2021	939106675810185 N StellingFax		\$0.03			
	000016159774-14		03/12/2021	939106675810185 N StellingSheriff		\$0.03			
	000016159774-15		03/12/2021	939106675810185 N StellingMuseum Spare		\$0.03			
	000016159774-16		03/12/2021	939106675810185 N StellingLine		\$0.03			
	000016159774-17		03/12/2021	939106675810185 N StellingSummer offc desk		\$0.03			
	000016159774-18		03/12/2021	939106675810185 N StellingPark & Rec		\$0.03			
	000016159774-19		03/12/2021	939106675810300 TorreFax Finance		\$0.03			
	000016159774-20		03/12/2021	939106675810300 TorreAlarm - Community Hall		\$0.03			
	000016159774-21		03/12/2021	939106675810300 TorreFire Alarm - Community Hall		\$0.03			
	000016159774-22		03/12/2021	939106675810300 TorreFire Alarm - Community Hall		\$0.03			
	000016159774-23		03/12/2021	939106675810300 TorreFax		\$0.03			
	000016159774-24		03/12/2021	939106675810300 TorreCredit Card Lower Floor		\$0.03			
	000016159774-25		03/12/2021	939106675810300 TorreAngela Tsui		\$0.03			
	000016159774-26		03/12/2021	939106675810300 TorrePG&E Meter		\$0.03			
	000016159774-27		03/12/2021	939106675810300 TorreServer Room		\$0.03			
	000016159774-28		03/12/2021	939106675810300 TorreFinance Credit Card Reader		\$0.03			
	000016159774-29		03/12/2021	939106675810300 TorreFax - Lower Floor		\$0.03			
	000016159774-30		03/12/2021	939106675810300 TorreFax - Clerk/EOC		\$0.03			
	000016159774-31		03/12/2021	939106675810300 TorreMisty M.		\$0.03			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
000016159774-32			03/12/2021	939106675810555	MaryAlarm	Service Center	\$0.03		
000016159774-33			03/12/2021	939106675810555	MaryAlarm	Service Center	\$0.03		
000016159774-34			03/12/2021	939106675810555	MaryFax	Mechanic	\$0.03		
000016159774-35			03/12/2021	939106675810555	MarySpare	Service Center	\$0.03		
000016159774-36			03/12/2021	939106675810555	MaryLine		\$0.03		
000016159774-37			03/12/2021	939106675810555	MaryLine		\$0.03		
000016159774-38			03/12/2021	939106675810555	MaryLine		\$0.03		
000016159774-39			03/12/2021	939106675810555	MarySpare		\$0.03		
000016159774-40			03/12/2021	939106675810555	MarySpare		\$0.03		
000016159774-41			03/12/2021	939106675810555	MaryFax		\$0.03		
000016159774-42			03/12/2021	939106675810555	MarySports	Weather	\$0.03		
000016159774-43			03/12/2021	939106675810555	MaryJason/Kelly L		\$0.03		
000016159774-44			03/12/2021	939106675810555	MaryLine		\$0.05		
000016159774-45			03/12/2021	939106675810555	MaryDisconnected	Line	\$0.05		
000016159774-46			03/12/2021	939106675810555	MaryHandshake	- Wilson Park	\$0.03		
000016159774-47			03/12/2021	939106675810981	Franco CtFax	Traffic Yard	\$0.03		
000016159774-48			03/12/2021	939106675819500	Calle De Barcelona	Creekside Park	\$0.03		
000016159774-49			03/12/2021	939106675820410	Town CenterCity	Attorney	\$0.03		
000016159774-50			03/12/2021	939106675820410	Town CenterCity	Attorney	\$0.03		
000016159774-51			03/12/2021	939106675820410	Town CenterFax		\$0.03		
000016159774-52			03/12/2021	939106675821111	Stevens CreekFire	Alarm Sports Center	\$0.03		
000016159774-53			03/12/2021	939106675821111	Stevens CreekFire	Alarm Sports Center	\$0.03		
000016159774-54			03/12/2021	939106675821111	Stevens CreekSpare	Sports Center	\$0.03		
000016159774-55			03/12/2021	939106675821111	Stevens CreekHVAC	Sports Center	\$0.03		
000016159774-56			03/12/2021	939106675821111	Stevens CreekFax	- Sports Center	\$0.03		
000016159774-57			03/12/2021	939106675821111	Stevens CreekElevator	- Sports Center	\$0.04		
000016159774-58			03/12/2021	939106675821111	Stevens CreekDisconnected	Line	\$0.04		
000016159774-59			03/12/2021	939106675821111	Stevens CreekDisconnected	Line Busy	\$0.03		
000016159774-60			03/12/2021	939106675821251	Stevens CreekFax	Karen	\$0.03		
000016159774-61			03/12/2021	939106675821251	Stevens CreekFax	- Work Room	\$0.03		
000016159774-62			03/12/2021	939106675821251	Stevens CreekAlarm	- Snack Shack	\$0.03		
000016159774-63			03/12/2021	939106675821251	Stevens CreekLine		\$0.03		
000016159774-64			03/12/2021	939106675821251	Stevens CreekSenior	Center Credit Card Reader	\$0.03		
000016159774-65			03/12/2021	939106675821251	Stevens CreekSenior	Center Credit Card Reader	\$0.03		
000016159774-66			03/12/2021	939106675821251	Stevens CreekFax	- Adriana	\$0.03		
000016159774-67			03/12/2021	939106675821251	Stevens CreekAlarm	- Senior Center	\$0.03		
000016159774-68			03/12/2021	939106675821251	Stevens CreekAlarm	- Senior Center	\$0.03		
000016159774-69			03/12/2021	939106675821251	Stevens CreekTrane	Modem	\$0.03		
000016159774-70			03/12/2021	939106675821251	Stevens CreekSenior	Center Credit Card Reader	\$0.03		
000016159774-71			03/12/2021	939106675821251	Stevens CreekSenior	Center Credit Card Reader	\$0.03		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
000016159774-72			03/12/2021	939106675821251	Stevens CreekLine		\$0.03		
000016159774-73			03/12/2021	939106675821251	Stevens CreekDisconnected Line		\$0.03		
000016159774-74			03/12/2021	939106675821251	Stevens CreekDisconnected Line		\$0.03		
					Busy				
000016159774-75			03/12/2021	939106675821975	San FernandoAlarm - Retreat		\$0.03		
000016159774-76			03/12/2021	939106675821975	San FernandoAlarm - Snack Shack		\$0.03		
000016159774-77			03/12/2021	939106675821975	San FernandoGolf Shed		\$0.03		
000016159774-78			03/12/2021	939106675821975	San FernandoAlarm - Golf Shed		\$0.03		
000016159774-79			03/12/2021	939106675821975	San FernandoPool Shed		\$0.03		
000016159774-80			03/12/2021	939106675821975	San FernandoFax		\$0.03		
000016159774-81			03/12/2021	939106675821975	San FernandoAlarm Kiosk		\$0.03		
000016159774-82			03/12/2021	939106675822221	MC ClellanHandshare - Ranch Rec		\$0.03		
000016159774-83			03/12/2021	939106675822221	MC ClellanRanch Rec		\$0.03		
000016305989-0			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$8.03		
000016305989-1			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$8.14		
000016305989-2			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$7.06		
000016305989-3			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$7.06		
000016305989-4			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$7.63		
000016305989-5			04/12/2021	93910667581001	Jollyman DrJollyman Park Unknown		\$7.63		
000016305989-6			04/12/2021	939106675810185	N StellingSecure Fax		\$7.67		
000016305989-7			04/12/2021	939106675810185	N StellingSheriff		\$7.67		
000016305989-8			04/12/2021	939106675810185	N StellingServo Modem		\$7.67		
000016305989-9			04/12/2021	939106675810185	N StellingServo Rm.		\$7.67		
000016305989-10			04/12/2021	939106675810185	N StellingLine		\$7.67		
000016305989-11			04/12/2021	939106675810185	N StellingMelanie Modem		\$7.67		
000016305989-12			04/12/2021	939106675810185	N StellingMuseum Spare		\$9.19		
000016305989-13			04/12/2021	939106675810185	N StellingFax		\$8.25		
000016305989-14			04/12/2021	939106675810185	N StellingSheriff		\$8.25		
000016305989-15			04/12/2021	939106675810185	N StellingMuseum Spare		\$8.25		
000016305989-16			04/12/2021	939106675810185	N StellingLine		\$8.25		
000016305989-17			04/12/2021	939106675810185	N StellingSummer offc desk		\$8.25		
000016305989-18			04/12/2021	939106675810185	N StellingPark & Rec		\$8.20		
000016305989-19			04/12/2021	939106675810300	TorreFax Finance		\$8.28		
000016305989-20			04/12/2021	939106675810300	TorreAlarm - Community Hall		\$8.35		
000016305989-21			04/12/2021	939106675810300	TorreFire Alarm - Community Hall		\$8.34		
000016305989-22			04/12/2021	939106675810300	TorreFire Alarm - Community Hall		\$8.34		
000016305989-23			04/12/2021	939106675810300	TorreFax		\$8.34		
000016305989-24			04/12/2021	939106675810300	TorreCredit Card Lower Floor		\$8.31		
000016305989-25			04/12/2021	939106675810300	TorreAngela Tsui		\$8.31		
000016305989-26			04/12/2021	939106675810300	TorrePG&E Meter		\$8.31		
000016305989-27			04/12/2021	939106675810300	TorreServer Room		\$8.31		
000016305989-28			04/12/2021	939106675810300	TorreFinance Credit Card Reader		\$8.31		
000016305989-29			04/12/2021	939106675810300	TorreFax - Lower Floor		\$8.31		
000016305989-30			04/12/2021	939106675810300	TorreFax - Clerk/EOC		\$8.35		
000016305989-31			04/12/2021	939106675810300	TorreMisty M.		\$8.25		
000016305989-32			04/12/2021	939106675810555	MaryAlarm Service Center		\$8.25		
000016305989-33			04/12/2021	939106675810555	MaryAlarm Service Center		\$8.25		
000016305989-34			04/12/2021	939106675810555	MaryFax Mechanic		\$8.25		
000016305989-35			04/12/2021	939106675810555	MarySpare Service Center		\$8.25		
000016305989-36			04/12/2021	939106675810555	MaryLine		\$8.25		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
000016305989-37	04/12/2021			939106675810555	MaryLine		\$8.25		
000016305989-38	04/12/2021			939106675810555	MaryLine		\$8.25		
000016305989-39	04/12/2021			939106675810555	MarySpare		\$8.38		
000016305989-40	04/12/2021			939106675810555	MarySpare		\$8.25		
000016305989-41	04/12/2021			939106675810555	MaryFax		\$8.25		
000016305989-42	04/12/2021			939106675810555	MarySports Weather		\$8.40		
000016305989-43	04/12/2021			939106675810555	MaryJason/Kelly L		\$8.40		
000016305989-44	04/12/2021			939106675810555	MaryLine		\$12.85		
000016305989-45	04/12/2021			939106675810555	MaryDisconnected Line		\$14.81		
000016305989-46	04/12/2021			939106675810555	MaryHandshake - Wilson Park		\$8.25		
000016305989-47	04/12/2021			939106675810981	Franco CtFax Traffic Yard		\$8.25		
000016305989-48	04/12/2021			939106675819500	Calle De BarcelonaCreekside Park		\$8.25		
000016305989-49	04/12/2021			939106675820410	Town CenterCity Attorney		\$8.25		
000016305989-50	04/12/2021			939106675820410	Town CenterCity Attorney		\$8.25		
000016305989-51	04/12/2021			939106675820410	Town CenterFax		\$8.25		
000016305989-52	04/12/2021			939106675821111	Stevens CreekFire Alarm Sports Center		\$8.25		
000016305989-53	04/12/2021			939106675821111	Stevens CreekFire Alarm Sports Center		\$8.25		
000016305989-54	04/12/2021			939106675821111	Stevens CreekSpare Sports Center		\$8.25		
000016305989-55	04/12/2021			939106675821111	Stevens CreekHVAC Sports Center		\$8.25		
000016305989-56	04/12/2021			939106675821111	Stevens CreekFax - Sports Center		\$8.25		
000016305989-57	04/12/2021			939106675821111	Stevens CreekElevator - Sports Center		\$12.27		
000016305989-58	04/12/2021			939106675821111	Stevens CreekDisconnected Line		\$12.27		
000016305989-59	04/12/2021			939106675821111	Stevens CreekDisconnected Line Busy		\$8.25		
000016305989-60	04/12/2021			939106675821251	Stevens CreekFax Karen		\$8.61		
000016305989-61	04/12/2021			939106675821251	Stevens CreekFax - Work Room		\$8.61		
000016305989-62	04/12/2021			939106675821251	Stevens CreekAlarm - Snack Shack		\$8.61		
000016305989-63	04/12/2021			939106675821251	Stevens CreekLine		\$8.61		
000016305989-64	04/12/2021			939106675821251	Stevens CreekSenior Center Credit Card Reader		\$8.28		
000016305989-65	04/12/2021			939106675821251	Stevens CreekSenior Center Credit Card Reader		\$8.28		
000016305989-66	04/12/2021			939106675821251	Stevens CreekFax - Adriana		\$8.28		
000016305989-67	04/12/2021			939106675821251	Stevens CreekAlarm - Senior Center		\$8.28		
000016305989-68	04/12/2021			939106675821251	Stevens CreekAlarm - Senior Center		\$8.28		
000016305989-69	04/12/2021			939106675821251	Stevens CreekTrane Modem		\$8.28		
000016305989-70	04/12/2021			939106675821251	Stevens CreekSenior Center Credit Card Reader		\$8.28		
000016305989-71	04/12/2021			939106675821251	Stevens CreekSenior Center Credit Card Reader		\$8.28		
000016305989-72	04/12/2021			939106675821251	Stevens CreekLine		\$8.28		
000016305989-73	04/12/2021			939106675821251	Stevens CreekDisconnected Line		\$8.28		
000016305989-74	04/12/2021			939106675821251	Stevens CreekDisconnected Line Busy		\$8.28		
000016305989-75	04/12/2021			939106675821975	San FernandoAlarm - Retreat		\$8.28		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	000016305989-76		04/12/2021	939106675821975	San Fernando	Alarm - Snack Shack	\$8.28		
	000016305989-77		04/12/2021	939106675821975	San Fernando	Golf Shed	\$8.91		
	000016305989-78		04/12/2021	939106675821975	San Fernando	Alarm - Golf Shed	\$8.91		
	000016305989-79		04/12/2021	939106675821975	San Fernando	Pool Shed	\$8.91		
	000016305989-80		04/12/2021	939106675821975	San Fernando	Fax	\$8.40		
	000016305989-81		04/12/2021	939106675821975	San Fernando	Alarm Kiosk	\$8.25		
	000016305989-82		04/12/2021	939106675822221	MC Clellan	Handshare - Ranch Rec	\$8.31		
	000016305989-83		04/12/2021	939106675822221	MC Clellan	Ranch Rec	\$8.31		
727889	05/07/2021	Open			Accounts Payable	BOETHING TREELAND FARMS INC	\$3,136.68		
	Invoice		Date	Description		Amount			
	SI-1273386		05/03/2021	Trees/ROW - Irrigation Improvement Project Plants		\$2,535.80			
	SI-1273402		05/03/2021	Trees/ROW - Irrigation Improvement Project Plants		\$600.88			
727890	05/07/2021	Open			Accounts Payable	CINTAS CORPORATION	\$941.81		
	Invoice		Date	Description		Amount			
	4082654879		04/27/2021	UNIFORMS SAFETY APPAREL		\$941.81			
727891	05/07/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA	\$1,215,902.50		
	Invoice		Date	Description		Amount			
	1800076558		04/01/2021	Advance for Law Enforcement Svs (April 2021)		\$1,215,902.50			
727892	05/07/2021	Open			Accounts Payable	DATA TICKET, INC.	\$100.00		
	Invoice		Date	Description		Amount			
	120558		01/21/2021	Online access to citation processing center- Dec 2020		\$25.00			
	121544		02/24/2021	Online access to citation processing center- Jan 2021		\$25.00			
	123354		03/17/2021	Online access to citation processing center- Feb 2021		\$25.00			
	123680		04/26/2021	Online access to citation processing center- March 2021		\$25.00			
727893	05/07/2021	Open			Accounts Payable	DENCO SALES COMPANY, INC.	\$7,777.26		
	Invoice		Date	Description		Amount			
	8757269-00		04/20/2021	Streets - 15x50yd White Reflectiv 3M Removable Film		\$474.15			
	8748988-00		03/12/2021	Summa Tangential and Drag blade Cutter/Plotter		\$7,303.11			
727894	05/07/2021	Open			Accounts Payable	DEPARTMENT OF JUSTICE	\$32.00		
	Invoice		Date	Description		Amount			
	501895		04/05/2021	Finger Print Apps March 2021		\$32.00			
727895	05/07/2021	Open			Accounts Payable	FEDEX	\$45.59		
	Invoice		Date	Description		Amount			
	7-326-53981		04/02/2021	Fedex Express Services		\$10.70			
	7-296-47347		03/05/2021	Fedex Express Services		\$34.89			
727896	05/07/2021	Open			Accounts Payable	HELLO HOUSING	\$13,484.00		
	Invoice		Date	Description		Amount			
	1005-47		04/30/2021	Ownership BMR Affordable Housing 2021/04		\$2,516.00			
	1006-47		04/30/2021	Rental BMR Affordable Housing 2021/04		\$10,968.00			
727897	05/07/2021	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$5,131.53		
	Invoice		Date	Description		Amount			
	2324724		03/31/2021	Trees/ROW - Supplies		\$13.22			
	6393443		04/06/2021	Grounds - Bucket, Concrete		\$33.03			
	7030016		04/05/2021	Trees/ROW - Rosemary		\$81.86			
	3607762		04/19/2021	Grounds - Ball #2 Wilson Outlet		\$53.46			
	6320972		04/16/2021	Grounds - Supplies		\$20.67			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	6320961		04/16/2021		Grounds - Supplies		\$603.77		
	2321231		04/20/2021		Grounds - Linda Vista Supplies		\$63.53		
	9031042		04/13/2021		Facilities - Harbor Lights		\$27.05		
	4030494		04/08/2021		Facilities - Framing, Wood, Metal		\$1,215.83		
	9524564		04/13/2021		Facilities - Cable Tie		\$65.91		
	1020237		04/01/2021		Facilities - Supplies		\$57.24		
	2324712		03/31/2021		Facilities - Supplies		\$795.50		
	4324552		03/29/2021		Facilities - Supplies		\$143.51		
	1034739		04/01/2021		Fleet - Supplies		\$69.75		
	370749		04/22/2021		Grounds - Concrete Mix		\$106.99		
	5090185		04/27/2021		Grounds - Supplies		\$69.14		
	3381295		04/19/2021		Trees/ROW - Rebar		\$19.67		
	32151		04/22/2021		Trees/ROW - Grease, Mallet		\$30.26		
	5032797		04/27/2021		Grounds - Supplies		\$36.50		
	6370675		04/16/2021		Trees/ROW - Supplies		\$161.64		
	1032006		04/21/2021		Facilities - Supplies		\$17.77		
	6320939		04/16/2021		Facilities - LED 4Pk		\$21.77		
	3321156		04/19/2021		Facilities - Supplies		\$34.21		
	1321285		04/21/2021		Facilities - Tape, Connector		\$601.40		
	9320654		04/13/2021		Facilities - Supplies		\$50.74		
	2031893		04/20/2021		Facilities - Supplies		\$457.14		
	32162		04/22/2021		Facilities - Supplies		\$28.65		
	6020668		04/26/2021		Facilities - Supplies		\$251.32		
727898	05/07/2021	Open			Accounts Payable	KELLY-MOORE PAINT CO INC	\$312.66		
	Invoice		Date		Description	Amount			
	808-00000805114		04/27/2021		Facilities - Supplies	\$312.66			
727899	05/07/2021	Open			Accounts Payable	KMVT COMMUNITY TELEVISION	\$5,604.95		
	Invoice		Date		Description	Amount			
	7626		04/30/2021		KMVT Community TV April 2021	\$5,604.95			
727900	05/07/2021	Open			Accounts Payable	M.T. TIRE SERVICE	\$387.50		
	Invoice		Date		Description	Amount			
	16151		04/28/2021		Fleet - Tire Mount & Dismount Woodchipper #69	\$387.50			
727901	05/07/2021	Open			Accounts Payable	MICHELE WESTLAKEN	\$168.00		
	Invoice		Date		Description	Amount			
	050321		05/03/2021		Feldenkrais (4.6-4.27) 12 students	\$168.00			
727902	05/07/2021	Open			Accounts Payable	MOST DEPENDABLE FOUNTAINS, INC.	\$76.04		
	Invoice		Date		Description	Amount			
	INV63436		04/21/2021		Grounds - Stem w/Spring Parts	\$76.04			
727903	05/07/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$148.24		
	Invoice		Date		Description	Amount			
	106486		04/29/2021		Grounds: Neighborhood Parks	\$74.12			
	106484		04/29/2021		Grounds: Neighborhood Parks	\$74.12			
727904	05/07/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$82.47		
	Invoice		Date		Description	Amount			
	2591-132332		04/19/2021		Fleet: Auto Parts	\$17.43			

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	2591-132511		04/20/2021		Fleet: Auto Parts		\$65.04		
727905	05/07/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$17,141.16		
	Invoice		Date	Description		Amount			
	1715-042221		04/22/2021	4993063171-5	03/18/21-04/16/21		\$17,141.16		
727906	05/07/2021	Open			Accounts Payable	PG&E	\$1,670.91		
	Invoice		Date	Description		Amount			
	4212-33021		03/30/2021	3535370421-2	02/23/21-03/23/21		\$69.57		
	5875-032321		03/23/2021	2012160587-5	02/20/21-03/22/21		\$172.83		
	5875-042221		04/22/2021	2012160587-5	03/23/21-04/21/21		\$87.92		
	0349-042821		04/28/2021	3042033034-9	03/23/21-04/21/21		\$175.39		
	6480-050321		05/03/2021	5587684648-0	03/26/21-04/26/21		\$687.75		
	7100-41621		04/16/2021	7166121710-0	03/10/21-04/08/21		\$109.10		
	4212-042921		04/29/2021	3535370421-2	03/24/21-04/22/21		\$73.96		
	9785-043021		04/30/2021	2016881978-5	03/23/21-04/21/21		\$239.69		
	0719-032621		03/26/2021	9223068071-9	02/19/21 -3/21/21		\$26.74		
	1937-032921		03/29/2021	8754273193-7	02/22/21 - 03/22/21		\$13.66		
	0322-041921		04/19/2021	5849279032-2	3/10/21 - 04/08/21		\$14.30		
727907	05/07/2021	Open			Accounts Payable	PROJECT SENTINEL	\$14,614.24		
	Invoice		Date	Description		Amount			
	PSQ3FY20-21		04/22/2021	BMR AHF Rental Mediation Q3 FY20-21		\$14,614.24			
727908	05/07/2021	Open			Accounts Payable	PTS COMMUNICATIONS	\$543.00		
	Invoice		Date	Description		Amount			
	2065424		04/08/2021	payphone svcs	2021 5/1/2021 to 5/31/2021		\$543.00		
727909	05/07/2021	Open			Accounts Payable	SUE AND KATHY LINE DANCE	\$1,827.50		
	Invoice		Date	Description		Amount			
	050321		05/03/2021	Line Dance Beg (3.4-4.29) and Int (3.2-4.27)	20 and 30 students		\$1,827.50		
727910	05/07/2021	Open			Accounts Payable	SUMMIT UNIFORMS	\$321.20		
	Invoice		Date	Description		Amount			
	73732		04/23/2021	Uniform Purchase for Code Enforcement		\$321.20			
727911	05/07/2021	Open			Accounts Payable	SUNSHINE UNLIMITED	\$4,091.85		
	Invoice		Date	Description		Amount			
	Winter050421		05/04/2021	Winter Payment		\$2,056.95			
	Spring050421		05/04/2021	Spring Payment 1		\$2,034.90			
727912	05/07/2021	Open			Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	\$1,768.65		
	Invoice		Date	Description		Amount			
	189-1106296		04/27/2021	Fleet - Tires		\$1,768.65			
727913	05/07/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$577.56		
	Invoice		Date	Description		Amount			
	613834688		04/27/2021	Facilities - Multiple Locations	Gloves, Rebuild Kit	\$577.56			
727914	05/07/2021	Open			Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO.	\$217.11		
	Invoice		Date	Description		Amount			
	IV38463		04/27/2021	Fleet Equipment		\$18.51			
	IV38830		04/27/2021	Fleet Equipment		\$198.60			

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727915	05/07/2021	Open			Accounts Payable	UNITED SITE SERVICES INC.	\$263.74		
	Invoice		Date	Description			Amount		
	114-11853059		04/15/2021	porta potty			\$263.74		
727916	05/07/2021	Open			Accounts Payable	ZEE MEDICAL SERVICE CO.	\$486.25		
	Invoice		Date	Description			Amount		
	66437956		04/16/2021	Facilities - Multiple Sites First Aid Kit Supplies			\$486.25		
727917	05/07/2021	Open			Accounts Payable	AMERICAN HVAC	\$155.00		
	Invoice		Date	Description			Amount		
	11579		05/05/2021	AMERICAN HVAC BL refund			\$155.00		
727918	05/07/2021	Open			Accounts Payable	BRIGHT PLANET SOLAR	\$158.79		
	Invoice		Date	Description			Amount		
	269065		03/30/2021	10539 S BLANEY AVE BLD-2020-1550 WITHDRAWN			\$158.79		
727919	05/07/2021	Open			Accounts Payable	Constant, Andy	\$50.00		
	Invoice		Date	Description			Amount		
	Constant042921		04/29/2021	Refund for Garden Plot Deposit at Old McClellan Ranch Garden			\$50.00		
727920	05/07/2021	Open			Accounts Payable	HSU, TRACY	\$8,000.00		
	Invoice		Date	Description			Amount		
	264834		05/05/2021	10204 JUDY AVE., ENCROACHMENT, 264834			\$8,000.00		
727921	05/07/2021	Open			Accounts Payable	KE LIN	\$155.00		
	Invoice		Date	Description			Amount		
	11570		05/05/2021	KE LIN BL refund			\$155.00		
727922	05/07/2021	Open			Accounts Payable	SOLEEVA ENERGY INC	\$224.40		
	Invoice		Date	Description			Amount		
	272869		04/30/2021	REFUND 10598 CRESTON DR BLD-2021-0316 WITHDRAWN			\$224.40		
Type Check Totals:							37 Transactions	\$1,309,939.29	
<u>EFT</u>									
31569	05/03/2021	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$39,903.72		
	Invoice		Date	Description			Amount		
	04232021		04/23/2021	CA State Tax pp 4/10/21-4/23/21			\$39,903.72		
31570	05/03/2021	Open			Accounts Payable	IRS	\$130,171.71		
	Invoice		Date	Description			Amount		
	04232021		04/23/2021	Federal Tax pp 4/10/21-4/23/21			\$130,171.71		
31571	05/06/2021	Open			Accounts Payable	P E R S	\$151,489.22		
	Invoice		Date	Description			Amount		
	04232021		04/23/2021	PERS pp 4/10/21-4/23/21			\$151,489.22		
31573	05/03/2021	Open			Accounts Payable	USPS - EFT ONLY	\$4,170.70		
	Invoice		Date	Description			Amount		
	426897393		05/05/2021	USPS- Cupertino Scene			\$4,170.70		
31574	05/03/2021	Open			Accounts Payable	SQUARE, INC.	\$35.00		
	Invoice		Date	Description			Amount		
	Square050121		05/05/2021	Square Billing Period 05/01/2021-06/01/2021			\$35.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31575	05/06/2021	Open			Accounts Payable	California Public Employees' Retirement System	\$350,482.44		
	Invoice		Date	Description		Amount			
	7158-041421		04/14/2021	Health Premiums 04/14/2021		\$350,482.44			
31576	05/07/2021	Open			Accounts Payable	3M COMPANY	\$995.64		
	Invoice		Date	Description		Amount			
	9411173251		04/27/2021	Streets - 3M ElectroCut		\$995.64			
31577	05/07/2021	Open			Accounts Payable	AMAZON WEB SERVICES, INC.	\$2,238.29		
	Invoice		Date	Description		Amount			
	730818185		05/02/2021	AWS - April 2021 Applications		\$1,451.76			
	740457409		05/03/2021	AWS April 2021 GIS		\$786.53			
31578	05/07/2021	Open			Accounts Payable	AVENU MUNISERVICES	\$995.93		
	Invoice		Date	Description		Amount			
	INV06-011548		04/30/2021	SUTA Services for the tax quarter ending December 31, 2020		\$995.93			
31579	05/07/2021	Open			Accounts Payable	AVOLVE SOFTWARE CORP	\$23,850.00		
	Invoice		Date	Description		Amount			
	6218		04/30/2021	ProjectFlow Onboarding & Adv. Integration Services		\$14,850.00			
	6245		04/30/2021	ProjectDox 9 upgrade assurance services		\$1,575.00			
	6246		04/30/2021	ProjectDox 9 upgrade Professional services		\$7,425.00			
31580	05/07/2021	Open			Accounts Payable	BARONE, DAN	\$85.00		
	Invoice		Date	Description		Amount			
	Barone2020.1		05/05/2021	Education Reimbursement- Daniel Barone 2		\$85.00			
31581	05/07/2021	Open			Accounts Payable	BATTERY SYSTEMS INC.	\$3,860.82		
	Invoice		Date	Description		Amount			
	6606206		04/26/2021	Fleet Cores Equip		\$3,860.82			
31582	05/07/2021	Open			Accounts Payable	CITY OF SAN JOSE	\$20,201.89		
	Invoice		Date	Description		Amount			
	1195776		04/05/2021	Animal Services 2021/05		\$20,201.89			
31583	05/07/2021	Open			Accounts Payable	CLARITAS, LLC	\$407.00		
	Invoice		Date	Description		Amount			
	2711090		04/08/2021	Annual Demographic Reports		\$407.00			
31584	05/07/2021	Open			Accounts Payable	CSG CONSULTANTS, INC.	\$3,740.00		
	Invoice		Date	Description		Amount			
	36116		04/09/2021	Blackberry Farm Wood Pole Integrity Investigation SO#2		\$3,740.00			
31585	05/07/2021	Open			Accounts Payable	CUBIC ITS, INC.	\$81,093.20		
	Invoice		Date	Description		Amount			
	90082351		04/20/2021	CWP Special Projects 750-079 & 750-085 Equipment		\$81,093.20			
31586	05/07/2021	Open			Accounts Payable	CURREN CONSULTING	\$1,680.00		
	Invoice		Date	Description		Amount			
	2021-03-11		03/31/2021	2020 Pavement Maintenance Project Ph. 2 - Bollinger		\$1,260.00			
	2021-04-7		04/30/2021	2020 Pavement Maintenance Project Ph. 2 - Bollinger		\$420.00			

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31587	05/07/2021	Open			Accounts Payable	CYXTERA COMMUNICATIONS LLC	\$737.43		
	Invoice		Date	Description			Amount		
	B1-2202626		05/01/2021	FY21 Colocation Services June 2021			\$737.43		
31588	05/07/2021	Open			Accounts Payable	DOGGIE WALK BAGS INC	\$5,722.51		
	Invoice		Date	Description			Amount		
	0093207-IN		04/28/2021	Grounds: doggie bags			\$5,722.51		
31589	05/07/2021	Open			Accounts Payable	ECOLOGICAL CONCERNS INC	\$1,320.00		
	Invoice		Date	Description			Amount		
	28487		05/04/2021	Phase 2 Maintenance STCM-14 Through April 2021			\$1,320.00		
31590	05/07/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$1,140.18		
	Invoice		Date	Description			Amount		
	14047991		04/27/2021	Grounds: sports fields supplies			\$949.70		
	14048016		04/27/2021	Grounds: sports fields supplies			\$190.48		
31591	05/07/2021	Open			Accounts Payable	FEHR & PEERS ASSOC INC	\$2,986.25		
	Invoice		Date	Description			Amount		
	145001		04/12/2021	LOS to VMT Transition through 022721-032621			\$2,986.25		
31592	05/07/2021	Open			Accounts Payable	FIRE & RISK ALLIANCE, LLC	\$300.00		
	Invoice		Date	Description			Amount		
	142-001-43		04/30/2021	Building Plan Review Services 04/01/2021 - 04/30/2021			\$300.00		
31593	05/07/2021	Open			Accounts Payable	FOLGER GRAPHICS INC	\$9,003.05		
	Invoice		Date	Description			Amount		
	128872		04/29/2021	Scene May 2021 Printing			\$7,115.33		
	128895		04/30/2021	Summer Programs Recreation Postcards			\$1,887.72		
31594	05/07/2021	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$1,267.68		
	Invoice		Date	Description			Amount		
	850609		04/30/2021	Trees/ROW - Supplies			\$1,267.68		
31595	05/07/2021	Open			Accounts Payable	GEOTAB USA, INC.	\$2,617.75		
	Invoice		Date	Description			Amount		
	IN273438		04/30/2021	FY21 Telematics Project ProPlus plan support			\$2,617.75		
31596	05/07/2021	Open			Accounts Payable	GRACE DUVAL	\$246.00		
	Invoice		Date	Description			Amount		
	COVID-April		05/03/2021	payment for April zoom classes			\$246.00		
31597	05/07/2021	Open			Accounts Payable	GRAINGER INC	\$928.02		
	Invoice		Date	Description			Amount		
	9884705493		04/28/2021	Fleet - Shelf Bin			\$55.04		
	9884676637		04/28/2021	Fleet - Shelf Bin			\$47.54		
	9884506891		04/28/2021	Fleet - Shelf Bin			\$825.44		
31598	05/07/2021	Open			Accounts Payable	HERMILO NAVA	\$50.00		
	Invoice		Date	Description			Amount		
	HermiloN042021		04/20/2021	QAC Test			\$50.00		

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31599	05/07/2021	Open			Accounts Payable	INTERSTATE TRAFFIC CONTROL PRODUCTS, INC	\$1,573.20		
	Invoice		Date	Description		Amount			
	243986		04/27/2021	Streets - Glass Beans, Rain Cap		\$1,573.20			
31600	05/07/2021	Open			Accounts Payable	JUNIPER HOTEL CUPERTINO	\$451.26		
	Invoice		Date	Description		Amount			
	3349		04/28/2021	Senior Meal Delivery for 4/26, 4/28/2021		\$451.26			
31601	05/07/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$1,372.05		
	Invoice		Date	Description		Amount			
	8837824		04/28/2021	Streets - Promax White, Dexterity Nitrile		\$1,372.05			
31602	05/07/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES, INC.	\$6,690.00		
	Invoice		Date	Description		Amount			
	18661964		05/02/2021	Bollinger Rd. Study through 03312021		\$6,690.00			
31603	05/07/2021	Open			Accounts Payable	Nickell Fire Protection, Inc.	\$2,669.08		
	Invoice		Date	Description		Amount			
	K006122		04/14/2021	Facilities - Senior Center Semi Annual Inspection & Parts		\$402.39			
	K006123		04/14/2021	Facilities - QCC Semi Annual Inspection & Parts		\$424.19			
	K006124		04/14/2021	Facilities - Service Center Semi Annual Inspection & Parts		\$402.39			
	K006125		04/14/2021	Faciliteis - BBF Semi Annual Inspection & Parts		\$1,440.11			
31604	05/07/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$47.33		
	Invoice		Date	Description		Amount			
	169590594001		04/21/2021	Kitchen Supplies for Code Enforcement - Coffee & Creamer		\$47.33			
31605	05/07/2021	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$611.91		
	Invoice		Date	Description		Amount			
	133953		04/14/2021	Fleet: supplies		\$611.91			
31606	05/07/2021	Open			Accounts Payable	PACIFIC WEST SECURITY, INC.	\$155.00		
	Invoice		Date	Description		Amount			
	47922		04/27/2021	Facilities - Library Alarm Points Inactive Temporarily		\$155.00			
31607	05/07/2021	Open			Accounts Payable	Raaymakers , John	\$100.00		
	Invoice		Date	Description		Amount			
	JohnR4202021		04/20/2021	Keys for Regnart Creek Trail Access		\$100.00			
31608	05/07/2021	Open			Accounts Payable	RECOLOGY SOUTH BAY	\$57,172.67		
	Invoice		Date	Description		Amount			
	Apr-21 RY1		04/30/2021	City Payment per FA Rate Year 2/1/21- 1/31/22- April 2021		\$57,172.67			
31609	05/07/2021	Open			Accounts Payable	Sedgwick Claims Management Services, Inc.	\$2,252.33		
	Invoice		Date	Description		Amount			
	400000060019		05/03/2021	05/01/2021 - 05/31/2021 Workers' Compensation Claims		\$2,252.33			

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31610	05/07/2021	Open			Accounts Payable	SUNNYVALE FORD	\$1,419.23		
	Invoice		Date	Description		Amount			
	185585		04/19/2021	Fleet Auto Parts veh 455		\$371.21			
	185679		04/21/2021	Fleet Auto Parts veh 455		\$234.39			
	185725		04/21/2021	Fleet Auto Parts veh 452		\$265.07			
	185812		04/21/2021	Fleet: Auto Parts veh 452		\$42.86			
	185876		04/27/2021	Fleet Auto Parts veh 452		\$357.02			
	186016		04/27/2021	Fleet Auto Parts		\$8.73			
	FCOS829041		04/23/2021	Fleet Auto Parts VIN F19624		\$139.95			
31611	05/07/2021	Open			Accounts Payable	TERRYBERRY COMPANY LLC	\$1,431.18		
	Invoice		Date	Description		Amount			
	143069-20527		04/30/2021	Consolidated Invoice		\$1,431.18			
31612	05/07/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$670.24		
	Invoice		Date	Description		Amount			
	613641810		04/27/2021	Facilities - Park Bathroom Supplies		\$348.08			
	613641802		04/27/2021	Facilities - Park Bathroom Supplies		\$322.16			
31613	05/07/2021	Open			Accounts Payable	THERMAL MECHANICAL, INC.	\$4,166.67		
	Invoice		Date	Description		Amount			
	81243		01/29/2021	Faciliteis - City Hall Replace Compressor for AC Unit		\$4,166.67			
31614	05/07/2021	Open			Accounts Payable	TREESTUFF	\$342.37		
	Invoice		Date	Description		Amount			
	INV-632224		04/25/2021	Trees/ROW - PPE Boots		\$342.37			
31615	05/07/2021	Open			Accounts Payable	TRIP STOP SIDEWALK REPAIR INC.	\$18,169.50		
	Invoice		Date	Description		Amount			
	3311		04/30/2021	Grounds - Sidewalk Repairs at Creekside and Jollyman		\$18,169.50			
31616	05/07/2021	Open			Accounts Payable	WESTERN SITE SERVICES LLC.	\$600.00		
	Invoice		Date	Description		Amount			
	26905		04/27/2021	CMO Hand Sanitizer Rental		\$164.00			
	26788		04/23/2021	CMO Hand Sanitizer Rental		\$218.00			
	26789		04/23/2021	CMO Hand Sanitizer Rental		\$218.00			
31617	05/07/2021	Open			Accounts Payable	ZAYO GROUP, LLC	\$2,696.10		
	Invoice		Date	Description		Amount			
	2021050030583		05/01/2021	FY21 Disaster Recovery Telecom services May 21		\$2,696.10			

Type EFT Totals:

Main Account - Main Checking Account Totals

48 Transactions

\$944,309.55

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$1,309,939.29	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	37	\$1,309,939.29	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	\$944,309.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 5/1/2021 - To Payment Date: 5/7/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	48	\$944,309.55	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	85	\$2,254,248.84	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	85	\$2,254,248.84	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	37	\$1,309,939.29	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	37	\$1,309,939.29	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	48	\$944,309.55	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	48	\$944,309.55	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	85	\$2,254,248.84	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	85	\$2,254,248.84	\$0.00

Approved: Beth Viajar
05.10.2021



CITY OF CUPERTINO

Agenda Item

21-9608

Agenda Date: 7/20/2021
Agenda #: 12.

Subject: Accept Accounts Payable for the period ending May 17, 2021

Adopt Resolution No. 21-061 accepting Payable for the period ending May 17, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

May 17, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 5/8/2021 - To Payment Date: 5/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
727930	05/14/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$3,834.62		
	Invoice		Date	Description		Amount			
	45414		12/07/2020	Stevens Creek COVID Banner		\$3,834.62			
727931	05/14/2021	Open			Accounts Payable	CINTAS CORPORATION	\$935.81		
	Invoice		Date	Description		Amount			
	4083305792		05/04/2021	UNIFORMS SAFETY APPAREL		\$935.81			
727932	05/14/2021	Open			Accounts Payable	Community Health Charities of California	\$20.00		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	Community Health Charities pp 4/24/21-5/7/21		\$20.00			
727933	05/14/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA CLERK - RECORDER	\$400.00		
	Invoice		Date	Description		Amount			
	R-2020-038		05/10/2021	exempt filing		\$50.00			
	R-2021-001		05/10/2021	exempt filing		\$50.00			
	RM-2020-028		05/10/2021	exempt filing		\$50.00			
	TR-2021-014		05/10/2021	exempt filing		\$50.00			
	RM-2021-003		05/10/2021	exempt filing		\$50.00			
	R-2021-003		05/10/2021	exempt filing		\$50.00			
	TR-2021-006		05/10/2021	exempt filing		\$50.00			
	R-2020-039		05/10/2021	exempt filing		\$50.00			
727934	05/14/2021	Open			Accounts Payable	CREATIVE SHOT, INC	\$104.60		
	Invoice		Date	Description		Amount			
	5573		02/24/2021	Council photos		\$104.60			
727935	05/14/2021	Open			Accounts Payable	CUPERTINO SANITARY DISTRICT	\$39,700.10		
	Invoice		Date	Description		Amount			
	317		04/05/2021	Facilities - Service Charge for Fiscal Year 2020-2021		\$27,852.10			
	322		04/05/2021	Facilities - Service Charge for Fiscal Year 2020-2021		\$11,848.00			
727936	05/14/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$1,141.10		
	Invoice		Date	Description		Amount			
	8124/3		05/04/2021	Tress/ROW - Trees		\$1,141.10			
727937	05/14/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPT	\$17,543.57		
	Invoice		Date	Description		Amount			
	L0007557136		04/28/2021	Unemployment Insurance Benefit Charge		\$17,543.57			
727938	05/14/2021	Open			Accounts Payable	FOSTER BROS SECURITY SYSTEMS INC	\$297.13		
	Invoice		Date	Description		Amount			
	327010		04/28/2021	Facilities - Miscellaneous Parts		\$297.13			
727939	05/14/2021	Open			Accounts Payable	HOUSING CALIFORNIA	\$400.00		
	Invoice		Date	Description		Amount			
	R1032021		04/22/2021	conference fee - GB		\$200.00			
	R1012021		04/22/2021	conference fee - KH		\$200.00			

Payment Register

From Payment Date: 5/8/2021 - To Payment Date: 5/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
727940	05/14/2021	Open			Accounts Payable	INTERSECTIONS INC, DBA AURA	\$7,985.00		
	Invoice		Date	Description		Amount			
	5045016		04/30/2021	Eligible Members 12 Month- Identity Guard		\$7,985.00			
727941	05/14/2021	Open			Accounts Payable	J.MAREZ / OCEAN PLUMBING CONSTRUCTION	\$17,000.00		
	Invoice		Date	Description		Amount			
	05-06		05/06/2021	Facilities - Jollyman Park Restroom Upgrades		\$17,000.00			
727942	05/14/2021	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$1,850.00		
	Invoice		Date	Description		Amount			
	1518770		03/31/2021	Professional Services Rendered Through 03/31/2021		\$1,850.00			
727943	05/14/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$313.92		
	Invoice		Date	Description		Amount			
	106557		05/06/2021	Grounds - Planter Mix		\$239.80			
	106563		05/06/2021	Grounds - Gravel		\$74.12			
727944	05/14/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$34.49		
	Invoice		Date	Description		Amount			
	2591-134543		04/30/2021	Fleet - Cabin Filter		\$7.25			
	2591-135291		05/04/2021	Fleet - Meg Clay Kit		\$27.24			
727945	05/14/2021	Open			Accounts Payable	OJO TECHNOLOGY	\$467.00		
	Invoice		Date	Description		Amount			
	7909		04/30/2021	Software updates to Camera Surveillance System		\$467.00			
727946	05/14/2021	Open			Accounts Payable	Operating Engineer #3	\$1,492.54		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	Union Dues pp 4/24/21-5/7/21		\$1,492.54			
727947	05/14/2021	Open			Accounts Payable	PG&E	\$29,769.15		
	Invoice		Date	Description		Amount			
	Import - 882793		05/03/2021	110659172 -N De Anza 455FT S/O Mariani Dr, Irrig Control		\$12.77			
	Import - 882794		05/03/2021	110958527 -Randy Lane & Larry Way- Streetlights		\$52.17			
	Import - 882795		05/03/2021	114315284 116367325 -21975 San Fernando Ave, Picnic Area		\$1,922.28			
	Import - 882796		05/03/2021	114321565 116367416 -22601 Voss Ave		\$211.33			
	Import - 882797		05/03/2021	116367001 -E27H4 Wolfe and Rte 280 NB Loc A		\$50.64			
	Import - 882798		05/03/2021	116367013 -1486 S Stelling Rd, Irrigation Control		\$10.03			
	Import - 882799		05/03/2021	116367025 -De Anza and Lazaneo, Traffic Signal		\$70.25			
	Import - 882800		05/03/2021	116367026 -Behind 10343 N Wolfe, Fountain Pump Pub Works		\$27.97			
	Import - 882801		05/03/2021	116367035 -De Anza Blvd and Mariani, Traffic Signal/Safety Lts		\$77.99			
	Import - 882803		05/03/2021	116367044 - 10555 Mary Ave NEM		\$630.40			
	Import - 882804		05/03/2021	116367045 -De Anza Blvd and Hwy 280 S/Ramp, Traffic Signal		\$75.89			
	Import - 882805		05/03/2021	116367050 -NW Corner Stevens Crk, Traffic Signals		\$75.26			
	Import - 882806		05/03/2021	116367055 -Saich Wy and Stevens Crk NE Corner, Traffic Signal		\$59.72			
	Import - 882807		05/03/2021	116367060 -E37R0 Stevens Creek and De Anza Blvd, Traffic Signal		\$89.45			

Payment Register

From Payment Date: 5/8/2021 - To Payment Date: 5/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Import - 882808			05/03/2021		116367065 -Stevens Creek Blvd E/Saich Wy, Sprinkler Control		\$10.34		
Import - 882809			05/03/2021		116367067 -Stonydale Dr and Varian Park, walkway lighting and Ir		\$83.62		
Import - 882810			05/03/2021		116367070 -Stevens Creek and Blaney Ave., Traffic Signal		\$81.78		
Import - 882811			05/03/2021		116367071 -Linda Vista Dr / Hillside Park, Hillside Park		\$25.29		
Import - 882812			05/03/2021		116367075 -Vallco Pkwy and Perimeter Rd., Traffic Signals		\$61.13		
Import - 882814			05/03/2021		116367090 -Wolfe and Vallco Pkwy, Traffic Signals		\$86.84		
Import - 882815			05/03/2021		116367100 -E37H3 Wolfe and 280 SB Loc B, Traffic Signal		\$83.89		
Import - 882816			05/03/2021		116367105 -Stevens Crk and Wolfe Rd, Traffic Signals		\$99.78		
Import - 882817			05/03/2021		116367110 -SW Cor Stevens Crk and Portal, Traffic Signal		\$74.83		
Import - 882818			05/03/2021		116367113 -Miller E/S 100N off Calle De Barcelona		\$67.87		
Import - 882819			05/03/2021		116367115 -Stevens Crk and Perimeter Rd, Traffic Control Signal		\$72.10		
Import - 882820			05/03/2021		116367120 -Vallco Prky/Tantau Ave, Traffic Signal		\$80.30		
Import - 882821			05/03/2021		116367125 -Stevens Crk and Tantau, Traffic Signals		\$80.54		
Import - 882822			05/03/2021		116367130 -NW Corner Steven Crk and Torre, Traffic Signal		\$72.16		
Import - 882823			05/03/2021		116367145 -10300 Torre Ave, City Hall		\$5,087.39		
Import - 882824			05/03/2021		116367150 -Homestead and Wolfe Road, Sunnyvale		\$81.43		
Import - 882826			05/03/2021		116367155 -Homestead and Blaney, Cupertino Traffic Signal, Sunny		\$55.01		
Import - 882827			05/03/2021		116367165 -S/E Wolfe-Pruneridge, Sprinkler Control and Traffic S		\$85.44		
Import - 882828			05/03/2021		116367170 -Tantau Ave and Tandem D/W, Traffic Signal		\$76.78		
Import - 882829			05/03/2021		116367171 -10155 Barbara Ln, Irrigation and Scoreboard		\$154.04		
Import - 882830			05/03/2021		116367175 -S/E Corner Pruneridge and Tantau, Traffic Controller		\$74.39		
Import - 882831			05/03/2021		116367180 -Finch and Stevens Creek, Traffic Signals		\$73.40		
Import - 882834			05/03/2021		116367185 -Wolfe Rd 500 Ft S/O Homestead, City/Sign Lighting		\$26.75		
Import - 882835			05/03/2021		116367195 -Corner Miller and Phil Ln, Traffic Signal		\$63.86		
Import - 882836			05/03/2021		116367200 -Homestead and De Anza Blvd, Traffic Signal/Dept Pub W		\$71.52		
Import - 882837			05/03/2021		116367205 -Homestead Rd and Franco Ct, Traffic Signals		\$54.58		
Import - 882838			05/03/2021		116367215 -N/Ramp De Anza Blvd, Traffic Signal		\$67.87		
Import - 882839			05/03/2021		116367220 -Homestead Rd and Bluejay Rd, Traffic Signals		\$64.91		
Import - 882840			05/03/2021		116367225 -WS Portal Btw Amhurst-Wheaton , Portal Prk Ltg, Prk L		\$151.13		
Import - 882841			05/03/2021		116367236 -Stelling Rd Median 450' S/O Stevens Crk, Landscape Ir		\$11.55		
Import - 882842			05/03/2021		116367245 -Stevens Creek Blvd and Janice Ave, Sprinkler Control		\$15.03		

Payment Register

From Payment Date: 5/8/2021 - To Payment Date: 5/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Import - 882843			05/03/2021		116367255 -Lucille and Villa De Anza, Sprinkler Control		\$230.36		
Import - 882844			05/03/2021		116367269 -COR/LUCILLE & RANDY LN		\$11.23		
Import - 882846			05/03/2021		116367274 -1170 Yorkshire Dr.		\$10.14		
Import - 882847			05/03/2021		116367275 -Homestead and Tantau, Cupertino Traffic Signal, Sunny		\$83.28		
Import - 882848			05/03/2021		116367280 -Stevens Creek Blvd and Fwy 85 East Ramp, Traffic Sign		\$74.04		
Import - 882849			05/03/2021		116971849 -21111 Stevens Creek Blvd, Sports Center		\$4,326.05		
Import - 882850			05/03/2021		116971849 -21111 Stevens Creek Blvd, Teen Center		\$375.00		
Import - 882851			05/03/2021		116367290 -Stevens Creek and Mary Ave, Traffic Signals		\$72.58		
Import - 882855			05/03/2021		116367332 -821 Bubb Rd #B/Building Concession		\$54.67		
Import - 882858			05/03/2021		116367357 -N De Anza 188 FT N/Valley Green Dr, Irrig Controller		\$15.52		
Import - 882859			05/03/2021		116367359 -Homestead and Heron, traffic control svc		\$58.26		
Import - 882860			05/03/2021		116367360 -10300 Aninworth Dr, Ball Park Stevens Creek SV		\$10.19		
Import - 882861			05/03/2021		116367370 -Stevens Creek Blvd and Fwy 85 West Ramp, Traffic Sign		\$14.78		
Import - 882862			05/03/2021		116367375 -10710 Stokes Ave, Somerset Park		\$36.64		
Import - 882863			05/03/2021		116367380 -NE Corner Peninsula and Stevens Creek, Traffic Signal		\$71.52		
Import - 882864			05/03/2021		116367385 -End/Stokes W/Wilson Crt, Sprinkler Control		\$11.28		
Import - 882865			05/03/2021		116367395 -N/E corner Foothill and Starling Dr, Traffic Signals		\$58.86		
Import - 882866			05/03/2021		116367401 -Miller W/S N of Greenwood		\$18.15		
Import - 882867			05/03/2021		116367408 -Stevens Creek Bl and Mary Avenue, Memorial Park Pump		\$57.91		
Import - 882869			05/03/2021		116367437 -10455 Miller Ave, Creekside Park		\$340.56		
Import - 882871			05/03/2021		116367447 -Stelling Rd Median 500' S/O Peppertree Ln, Landscape		\$11.82		
Import - 882872			05/03/2021		116367449 -10350 Torre Ave, Community Hall		\$1,781.38		
Import - 882873			05/03/2021		116367455 -E37R9 Rodriguez and De Anza Blvd, Traffic Signal		\$76.38		
Import - 882874			05/03/2021		116367465 -De Anza Blvd and Scofield Dr, Sprinkler Controller		\$11.03		
Import - 882876			05/03/2021		116367474 -10500 Ann Arbor Ave, Field-Garden Gate		\$67.36		
Import - 882877			05/03/2021		116367475 -Foothill and Stevens Creek, Traffic Signal		\$66.25		
Import - 882878			05/03/2021		116367476 -Salem Ave and Foothill Blvd, Irrigation Control		\$9.86		
Import - 882879			05/03/2021		116367477 -21121 Stevens Creek Blvd, Memorial Park		\$1,029.35		
Import - 882880			05/03/2021		116367484 -20220 Suisun Dr, Parks and Rec Free Standing Panel		\$82.93		
Import - 882881			05/03/2021		116367493 -Dumas Dr/Jollyman Park, Jollyman Park Restroom		\$381.24		
Import - 882882			05/03/2021		116367505 -Stevens Crk and Stelling, Signal		\$37.54		
Import - 882883			05/03/2021		116367510 -Bubb Rd and Results Wy, Traffic Signal		\$50.21		
Import - 882884			05/03/2021		116367515 -Bubb Rd and McClellan Intersection, Traffic Signal		\$80.99		

Payment Register

From Payment Date: 5/8/2021 - To Payment Date: 5/14/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Import - 882885	05/03/2021			116367520	-Stelling Rd and Peppertree, Traffic Signal		\$58.86		
Import - 882886	05/03/2021			116367525	-Stelling and McClellan, Signals		\$80.58		
Import - 882887	05/03/2021			116367527	-Foothill Blvd 200' N/O Stevens Creek W/S, Irrigation		\$9.86		
Import - 882888	05/03/2021			116367530	-Orange Ave and Stevens Creek N/E corner, Traffic Cont		\$49.36		
Import - 882889	05/03/2021			116367536	-Senior Center		\$2,242.13		
Import - 882890	05/03/2021			116367545	-Saratoga-Sunnyvale Rd, Traffic Signal		\$68.36		
Import - 882891	05/03/2021			116367550	-W/S Saratoga-Sunnyvale Rd @ RT85, Traffic Signal		\$60.14		
Import - 882892	05/03/2021			116367559	-21011 Prospect Rd, Irrigation Control		\$9.96		
Import - 882893	05/03/2021			116367560	-S/E corner De Anza and Pacifica, Traffic Signal		\$73.40		
Import - 882894	05/03/2021			116367568	-CORP YARD NEM		\$463.80		
Import - 882895	05/03/2021			116367570	-De Anza Blvd, Sprinkler Controller *		\$11.03		
Import - 882896	05/03/2021			116367585	-Rainbow and Stelling, Traffic Signal		\$68.36		
Import - 882897	05/03/2021			116367587	-10430 S De Anza Blvd, Holiday Lighting		\$41.22		
Import - 882898	05/03/2021			116367590	-Saratoga Sunnyvale Rd and Hwy 85, Traffic Signal		\$60.77		
Import - 882899	05/03/2021			116367605	-E37C1 Prospect and Rte 85, Traffic Signal		\$70.78		
Import - 882900	05/03/2021			116367610	-E37R6 Kentwood/S. De Anza Blvd, Traffic Signal		\$68.51		
Import - 882901	05/03/2021			116367615	-Fallenleaf Ln and S De Anza Blvd, Traffic Signal		\$69.74		
Import - 882902	05/03/2021			116367620	-S De Anza Blvd and Sharon Dr , Irrigation Controller		\$15.37		
Import - 882903	05/03/2021			116367625	-Stevens Creek Blvd Orange S/W Cor, Irrigation Control		\$9.86		
Import - 882904	05/03/2021			116367628	-N/W corner Alpine Dr and Foothill Blvd, Irrigation Co		\$9.96		
Import - 882905	05/03/2021			116367630	-22100 Stevens Creek Blvd, Golf Pro Shop		\$199.38		
Import - 882906	05/03/2021			116367648	-Linda Vista Park/Linda Vista Dr, Irrigation Control		\$125.83		
Import - 882907	05/03/2021			116367656	-Scofield and De Anza, 100HP		\$11.69		
Import - 882908	05/03/2021			116367677	-De Anza and Lazaneo, Sprinkler System		\$10.11		
Import - 882909	05/03/2021			116367685	-Ruppell Pl and Moltzen Dr, Sprinkler Control		\$91.38		
Import - 882910	05/03/2021			116367740	-Carmen Rd and Stevens Creek S/E corner, Irrigation Co		\$9.86		
Import - 882912	05/03/2021			116367763	-10630 S De Anza Blvd, Holiday Lighting		\$45.48		
Import - 882913	05/03/2021			116367782	-N/S Stevens Creek Blvd in front of 20301, Irrigation		\$9.86		
Import - 882914	05/03/2021			116367793	-101 Skyport Dr, DG A, San Jose, PGandE-Owned St/Highw		\$668.80		
Import - 882915	05/03/2021			116367815	-19784 Wintergreen Dr		\$63.04		
Import - 882917	05/03/2021			116367836	-De Anza Blvd E/S S/O Lazaneo, Sprinkler Control		\$9.97		
Import - 882918	05/03/2021			116367840	-community ctr -NEW		\$4,434.35		
Import - 882919	05/03/2021			116367902	-10246 Parkside Ln, Wilson Pk Sprinklers,Snack Shack,l		\$261.80		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Import - 882920		05/03/2021		116367907 -S/W Corner Stelling and Green leaf, Traffic Signal		\$68.36		
	Import - 882922		05/03/2021		116367925 -22601 Voss Ave, Outdoor Lighting-MV Park		\$17.93		
	Import - 882923		05/03/2021		116367941 -7548 Donegal Dr, Irrigation Control /Hoover Park		\$10.17		
	Import - 882924		05/03/2021		116367988 -21710 McClellan Rd, Playground Reception Area		\$9.86		
	Import - 882926		05/03/2021		8542370005 -Pruneridge@Hewlett Packard Driveway		\$0.17		
727948	05/14/2021	Open			Accounts Payable	PLANGRID, INC.		\$1,416.00	
	Invoice		Date	Description			Amount		
	INV0145354		05/08/2021		Construction Software for Building Division		\$1,416.00		
727949	05/14/2021	Open			Accounts Payable	TERI BLACK AND COMPANY, LLC		\$6,000.00	
	Invoice		Date	Description			Amount		
	21-0506-157		05/06/2021		City Attorney Recruitment - City of Cupertino		\$6,000.00		
727950	05/14/2021	Open			Accounts Payable	TPX COMMUNICATIONS		\$1,961.15	
	Invoice		Date	Description			Amount		
	142855301-0		04/30/2021		Telephone Service for new VoIP System Agreement May 2021		\$1,961.15		
727951	05/14/2021	Open			Accounts Payable	TRIFORMIS CORPORATION		\$1,618.30	
	Invoice		Date	Description			Amount		
	4006612		05/06/2021		Wiggly Wranch Worm Compost Bin		\$1,618.30		
727952	05/14/2021	Open			Accounts Payable	U S POSTMASTER		\$245.00	
	Invoice		Date	Description			Amount		
	326000		04/20/2021		BRM Permit renewal fee		\$245.00		
727953	05/14/2021	Open			Accounts Payable	UNITED SITE SERVICES INC.		\$323.59	
	Invoice		Date	Description			Amount		
	114-11859146		04/16/2021		portable toilet at compost site April 2021		\$323.59		
727954	05/14/2021	Open			Accounts Payable	FOUNDATION STRATEGIES AND CONSTRUCTION INC		\$418.00	
	Invoice		Date	Description			Amount		
	272122		05/11/2021		REFUND 877 MILLER AVE BLD-2021-0216 DUPLICATE PERMIT		\$418.00		
727955	05/14/2021	Open			Accounts Payable	HARUMI SUSHI		\$203.40	
	Invoice		Date	Description			Amount		
	11623		05/13/2021		HARUMI SUSHI BL refund		\$203.40		
727956	05/14/2021	Open			Accounts Payable	MCAHON, SARA		\$1,000.00	
	Invoice		Date	Description			Amount		
	271754		05/10/2021		10050 N WOLFE RD, ENCROACHMENT, 271754		\$1,000.00		
727957	05/14/2021	Open			Accounts Payable	WANG, KUANGYU		\$1,000.00	
	Invoice		Date	Description			Amount		
	266970		05/10/2021		21524 CONRADIA CT, ENCROACHMENT, 266970		\$1,000.00		
727958	05/14/2021	Open			Accounts Payable	XL FIRE AND SECURITY, INC		\$155.00	
	Invoice		Date	Description			Amount		
	11595		05/13/2021		XL FIRE AND SECURITY, INC BL refund		\$155.00		

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727959	05/14/2021	Open			Accounts Payable	ROD SINKS	\$38.06		
	Invoice		Date	Description			Amount		
	05132021		05/13/2021	Medicare Tax Refund Year 2020			\$38.06		
Type Check Totals:							30 Transactions	\$137,667.53	
<u>EFT</u>									
31618	05/14/2021	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	Colonial Products pp 4/24/21-5/7/21			\$29.16		
31619	05/14/2021	Open			Accounts Payable	Employment Development	\$10,338.68		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	State Disability Insurance pp 4/24/21-5/7/21			\$10,338.68		
31620	05/14/2021	Open			Accounts Payable	PERS-457K	\$6,901.51		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	PERS Deferred Comp pp 4/24/21-5/7/21			\$6,901.51		
31621	05/14/2021	Open			Accounts Payable	State Disbursement Unit	\$276.92		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	Child Support pp 4/24/21-5/7/21			\$276.92		
31622	05/10/2021	Open			Accounts Payable	California Public Employees' Retirement System	\$2,250.00		
	Invoice		Date	Description			Amount		
	1001847892		05/06/2021	GASB 68 Reporting Services Fee, CalPERS			\$2,250.00		
31623	05/10/2021	Open			Accounts Payable	USPS - EFT ONLY	\$301.23		
	Invoice		Date	Description			Amount		
	427764496		05/06/2021	CUPERTINO SCENE INC			\$301.23		
31624	05/14/2021	Open			Accounts Payable	ACENAS, ALEX	\$90.00		
	Invoice		Date	Description			Amount		
	AlexA021321		02/13/2021	Cell Phone Reimbursement 011421-021321			\$30.00		
	AlexA031321		03/13/2021	Cell Phone Reimbursement 021421-031321			\$30.00		
	AlexA041321		04/13/2021	Cell Phone Reimbursement 031421-041321			\$30.00		
31625	05/14/2021	Open			Accounts Payable	AVOLVE SOFTWARE CORP	\$14,850.00		
	Invoice		Date	Description			Amount		
	6247		04/30/2021	ProjectDox 9 upgrade services			\$14,850.00		
31626	05/14/2021	Open			Accounts Payable	BATTERY SYSTEMS INC.	\$3,860.82		
	Invoice		Date	Description			Amount		
	6606206		04/26/2021	Fleet Cores Equip			\$3,860.82		
31627	05/14/2021	Open			Accounts Payable	BRIAN GATHERS	\$55.00		
	Invoice		Date	Description			Amount		
	BrianG050421		05/04/2021	CELL PHONE REIMBURSEMENT - Brian G Apr 5- May 4 2021			\$55.00		
31628	05/14/2021	Open			Accounts Payable	CLEANSTREET, INC.	\$17,381.62		
	Invoice		Date	Description			Amount		
	100024CS		04/30/2021	Street Sweeping April 2021			\$17,381.62		
31629	05/14/2021	Open			Accounts Payable	CORELOGIC SOLUTIONS, LLC	\$912.91		
	Invoice		Date	Description			Amount		
	82077236		04/30/2021	Metro scan May 2021			\$912.91		

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31630	05/14/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$351.07		
	Invoice		Date	Description		Amount			
	257781		05/04/2021	Grounds - Pull Pipe		\$54.94			
	257766		05/04/2021	Grounds - PVC Pipe		\$219.74			
	258057		05/06/2021	Streets - Concrete Water Lid		\$76.39			
31631	05/14/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP	\$2,422.40		
	Invoice		Date	Description		Amount			
	S5251263.001		05/03/2021	Facilities - Supplies		\$1,106.08			
	S5251489.001		05/03/2021	Streets - Small Tools		\$1,316.32			
31632	05/14/2021	Open			Accounts Payable	Eflex Group, Inc	\$3,831.13		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	FSA Employee Health pp 4/24/21-5/7/21		\$3,831.13			
31633	05/14/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$1,772.45		
	Invoice		Date	Description		Amount			
	14023280		04/23/2021	grounds: school site maint supplies		\$1,772.45			
31634	05/14/2021	Open			Accounts Payable	FOLGER GRAPHICS INC	\$400.40		
	Invoice		Date	Description		Amount			
	128913R		05/06/2021	Postcards Gloss Cover Color Process		\$400.40			
31635	05/14/2021	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$300.62		
	Invoice		Date	Description		Amount			
	850623		04/30/2021	Trees/ROW - Supplies		\$300.62			
31636	05/14/2021	Open			Accounts Payable	GEOTAB USA, INC.	\$28.35		
	Invoice		Date	Description		Amount			
	IN270319		04/16/2021	FY21 Telematics Project Custom 3-wire pigtail harness Kit.		\$28.35			
31637	05/14/2021	Open			Accounts Payable	GRAINGER INC	\$2,883.40		
	Invoice		Date	Description		Amount			
	9890055487		05/04/2021	Facilities - Drum Spill Containment		\$2,805.61			
	9890463681		05/04/2021	Fleet - V-Belt		\$77.79			
31638	05/14/2021	Open			Accounts Payable	GRANICUS, LLC	\$574.85		
	Invoice		Date	Description		Amount			
	136077		01/27/2021	Ethics addition to Disclosure Docs Module		\$574.85			
31639	05/14/2021	Open			Accounts Payable	ICMA Retirement Trust-457	\$13,304.01		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	ICMA Deferred Comp pp 4/24/21-5/7/21		\$13,304.01			
31640	05/14/2021	Open			Accounts Payable	IFPTE LOCAL 21	\$1,918.26		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	Association Dues - CEA pp 4/24/21-5/7/21		\$1,918.26			
31641	05/14/2021	Open			Accounts Payable	IMPEC GROUP INC.,	\$37,200.12		
	Invoice		Date	Description		Amount			
	2104209		04/30/2021	Facilities - Memorial Park Bathroom Remodeling Deep Clean		\$215.00			
	2104128		04/30/2021	Facilities - April 2021 Janitorial Services		\$35,341.86			
	2104127		04/30/2021	Facilities - April 2021 Janitorial Services		\$1,643.26			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31642	05/14/2021	Open			Accounts Payable	IMPERIAL SPRINKLER SUPPLY, INC	\$473.27		
	Invoice		Date	Description		Amount			
	4629904-00		04/28/2021	Trees/ROW: Planting supplies		\$18.04			
	4629325-00		04/27/2021	Grounds: Neighborhood Parks		\$351.50			
	4629914-00		04/28/2021	Grounds: Neigh Parks Small Tools		\$103.73			
31643	05/14/2021	Open			Accounts Payable	INTERSTATE TRAFFIC CONTROL PRODUCTS, INC	\$987.26		
	Invoice		Date	Description		Amount			
	244104		05/03/2021	Streets - Wing BKT Flat		\$109.25			
	244227		05/07/2021	Streets - Marker Comp w/Base		\$878.01			
31644	05/14/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$763.27		
	Invoice		Date	Description		Amount			
	8850975		05/03/2021	Streets - Drivers Gloves		\$322.81			
	8856410		05/04/2021	Fleet - Hex Nut, Washer		\$440.46			
31645	05/14/2021	Open			Accounts Payable	MANAGEMENT PARTNERS, INCORPORATED	\$480.00		
	Invoice		Date	Description		Amount			
	INV09407		05/04/2021	Cupertino ad hoc advisory services		\$480.00			
31646	05/14/2021	Open			Accounts Payable	MESITI-MILLER ENGINEERING, INC.	\$11,847.50		
	Invoice		Date	Description		Amount			
	0421028		04/30/2021	CE/SE for Regnart Road Improvements Phase 1 through 042521		\$11,847.50			
31647	05/14/2021	Open			Accounts Payable	National Deferred (ROTH)	\$5,051.70		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	Nationwide Roth pp 4/24/21-5/7/21		\$5,051.70			
31648	05/14/2021	Open			Accounts Payable	National Deferred Compensatin	\$55,179.17		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	Nationwide Deferred Compensation pp 4/24/21-5/7/21		\$55,179.17			
31649	05/14/2021	Open			Accounts Payable	NEXINITE, LLC	\$11,325.00		
	Invoice		Date	Description		Amount			
	INV-000917		03/05/2021	HR Enrollment and LMS March 2021		\$11,325.00			
31650	05/14/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$452.09		
	Invoice		Date	Description		Amount			
	168809762001		04/14/2021	Service Center - Ink		\$387.42			
	168814810001		04/14/2021	Service Center - Office Supplies		\$64.67			
31651	05/14/2021	Open			Accounts Payable	ONE DIVERSIFIED, LLC	\$398.13		
	Invoice		Date	Description		Amount			
	CINV-000005468		05/04/2021	Shure Lithium-Ion Rechargeable Battery for EOC Microphones		\$398.13			
31652	05/14/2021	Open			Accounts Payable	PARS/City of Cupertino	\$2,457.19		
	Invoice		Date	Description		Amount			
	05072021		05/07/2021	PARS Employee pp 4/24/21-5/7/21		\$2,457.19			

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31653	05/14/2021	Open			Accounts Payable	QUARTIC SOLUTIONS LLC	\$7,770.00		
	Invoice		Date	Description		Amount			
	2832		05/10/2021	GIS support for April 2021		\$7,770.00			
31654	05/14/2021	Open			Accounts Payable	RRM DESIGN GROUP	\$2,102.50		
	Invoice		Date	Description		Amount			
	1832-00-0321		04/22/2021	consulting enviro services - multiple addresses		\$2,102.50			
31655	05/14/2021	Open			Accounts Payable	SAN JOSE CONSERVATION CORPS	\$3,636.00		
	Invoice		Date	Description		Amount			
	7518		04/30/2021	Compost Site Attendants- April 2021		\$3,636.00			
31656	05/14/2021	Open			Accounts Payable	SUNNYVALE FORD	\$144.01		
	Invoice		Date	Description		Amount			
	186436		05/04/2021	Fleet - KIT V4 HV		\$144.01			
31657	05/14/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$845.57		
	Invoice		Date	Description		Amount			
	614968774		05/04/2021	Facilities - Park Bathroom Supplies		\$125.39			
	615733771		05/06/2021	Facilities - Foam Cleanser, Papertowels, 2ply		\$720.18			
31658	05/14/2021	Open			Accounts Payable	TREESTUFF	\$235.31		
	Invoice		Date	Description		Amount			
	INV-634159		04/30/2021	Trees/ROW - PPE Helmet Hearing Protectors		\$235.31			
31659	05/14/2021	Open			Accounts Payable	US BANK-PURCHASING CARD PROGRAM	\$47,176.04		
	Invoice		Date	Description		Amount			
	KeithW041521		04/15/2021	8803CCCharges		\$49.22			
	KevinG041521		04/15/2021	5856 CC Charges		\$397.13			
	JeffO041521		04/15/2021	CC Charges 0459		\$1,336.12			
	KaneW041521		04/15/2021	2813 cc charges		\$76.39			
	BrianG041521		04/15/2021	6202 CC Charges		\$814.18			
	JasonF041521		04/15/2021	0161 cc charges		\$740.00			
	JonF041521		04/15/2021	3969 CC Charges		\$702.07			
	RicardoA41521		04/15/2021	9906 CC Charges		\$109.56			
	IkaP041521		04/15/2021	8108 CC Charges		\$265.00			
	CesarG41521		04/15/2021	9076 CC Charges		\$210.10			
	RudyL41521		04/15/2021	8736 CC Charges		\$593.76			
	BillB41521		04/15/2021	5247 CC Charges		\$3,451.50			
	RobG41521		04/15/2021	6980 CC Charges		\$351.27			
	CherieW041521		04/15/2021	1161 CC Charges		\$260.13			
	AndrewS41521		04/15/2021	9993 CC Charges		\$476.54			
	TyB41521		04/15/2021	6047 CC Charges		\$2,250.64			
	BrianB041521		04/15/2021	3634 CC Charges		\$646.69			
	FrankV04152021		04/15/2021	5849 CC Charges		\$1,008.86			
	ColleenF041521		04/15/2021	0798 cc charges		\$330.13			
	MarilynM041521		04/15/2021	6763 CC Charges		\$12,262.85			
	RobertD041521		04/15/2021	6680 CC Charges		\$135.63			
	JindyG041521		04/15/2021	0175 CC Charges		\$537.57			
	MarcL041521		04/15/2021	0138 CC Charges		\$699.60			
	ShawnT041521		04/15/2021	7105 cc charges		\$1,974.17			
	ReiD041521		04/15/2021	9254CCCharge		\$3,106.38			
	BennyH041521		04/15/2021	1015 CC Charges		\$1,651.41			

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	DanielM041521		04/15/2021	9167	CC Charges for 4.15.21		\$213.70		
	AlexC04152021		04/15/2021	0400	CC Charges		\$4,815.69		
	JennyK041521		04/15/2021	8829	CC Charges		\$1,015.96		
	Branton041521		04/15/2021	5320	CC Charges		\$695.98		
	RSander041521		04/15/2021	4371	CC Charges		\$164.53		
	KelseyH041521		04/15/2021	1679	CC Charges		\$2,080.17		
	AmandaH041521		04/15/2021	9326	CC Charges		\$212.27		
	Bethe041521		04/15/2021		CC Charges 5593		\$9.95		
	CyrahC041521		04/15/2021	0363	CC Charges		\$402.50		
	KirstenS041521		04/15/2021	8069	CC Charges		\$227.50		
	UrsulaS041521		04/15/2021	2512	CC Charges		\$110.00		
	LaurenS041521		04/15/2021	0578	CC Charges		\$39.95		
	KennethE041521		04/15/2021	5954	CC Charges		\$466.00		
	SundariP041521		04/15/2021	9702	CC Charges		\$1,078.90		
	MollyJ041521		04/15/2021	4137	CC Charges		\$102.87		
	MarielaV041521		04/15/2021	8337	CC Charges		\$1,103.17		
31660	05/14/2021	Open			Accounts Payable	VICTORIA MORIN	\$70.00		
	Invoice		Date	Description		Amount			
	VictoriaM50521		05/05/2021	Advanced writing training course reimbursement		\$70.00			
				VictoriaM					
31661	05/14/2021	Open			Accounts Payable	WEST COAST ARBORISTS, INC.	\$480.00		
	Invoice		Date	Description		Amount			
	1-6843		05/05/2021	consulting arborist - 20875 Valley Green Dr		\$480.00			
Type EFT Totals:							\$274,108.92		
Main Account - Main Checking Account Totals									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	30	\$137,667.53	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	30	\$137,667.53	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	44	\$274,108.92	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	44	\$274,108.92	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	74	\$411,776.45	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	74	\$411,776.45	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	30	\$137,667.53	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	30	\$137,667.53	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	44	\$274,108.92	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	44	\$274,108.92	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	74	\$411,776.45	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	74	\$411,776.45	\$0.00

Approved: Beth Viajar

05.17.2021



CITY OF CUPERTINO

Agenda Item

21-9609

Agenda Date: 7/20/2021
Agenda #: 13.

Subject: Accept Accounts Payable for the period ending May 24, 2021

Adopt Resolution No. 21-062 accepting Payable for the period ending May 24, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

May 24, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 5/15/2021 - To Payment Date: 5/21/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
727960	05/21/2021	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	\$160.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1500-00709226		05/04/2021		Streets - Used Oil Pick-up		\$160.00		
727961	05/21/2021	Open			Accounts Payable	AVOCETTE TECHNOLOGIES INC.	\$4,166.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2104CU1		04/30/2021		Accela Automation April 2021		\$4,166.50		
727962	05/21/2021	Open			Accounts Payable	BAY AREA SELF STORAGE - CUPERTINO	\$646.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	15949		05/18/2021		Facilities - June 2021 Rental Fees		\$646.00		
727963	05/21/2021	Open			Accounts Payable	BOETHING TREELAND FARMS INC	\$681.72		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SI-1274357		05/10/2021		Grounds - Trees		\$340.86		
	SI-1274308		05/10/2021		Trees/ROW - Trees		\$340.86		
727964	05/21/2021	Open			Accounts Payable	CALIFORNIA WATER SERVICE	\$21,663.64		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3333-051421		05/14/2021		5926633333 4/16-5/13/21		\$21,663.64		
727965	05/21/2021	Open			Accounts Payable	CALSTATE CONSTRUCTION, INC.	\$47,856.65		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5, 2020-05		03/31/2021		Construction retention for Sport Center Seismic Retrofit		\$47,856.65		
727966	05/21/2021	Open			Accounts Payable	CINTAS CORPORATION	\$3,786.29		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4078669251		03/16/2021		UNIFORMS SAFETY APPAREL		\$920.20		
	4079330495		03/23/2021		UNIFORMS SAFETY APPAREL		\$980.07		
	4081968376		04/20/2021		UNIFORMS SAFETY APPAREL		\$934.31		
	4080030027		03/30/2021		UNIFORMS SAFETY APPAREL		\$951.71		
727967	05/21/2021	Open			Accounts Payable	COLANTUONO, HIGHSMITH & WHATLEY, PC	\$225.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	47381		04/12/2021		Legal Services, January through March 2021		\$225.98		
727968	05/21/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA CLERK - RECORDER	\$100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	R-2021-005		05/17/2021		exempt filing		\$50.00		
	R-2021-007		05/17/2021		exempt filing		\$50.00		
727969	05/21/2021	Open			Accounts Payable	DEPT OF CONSUMER AFFAIRS	\$180.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	C 73949		06/30/2021		Civil Engineer Certificate Renewal Jennifer Chu		\$180.00		
727970	05/21/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$2,128.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8259/3		05/13/2021		Grounds - MVRCA Tennis Courts West		\$2,128.11		

Payment Register

From Payment Date: 5/15/2021 - To Payment Date: 5/21/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
727971	05/21/2021	Open			Accounts Payable	DEX SYSTEMS ENGINEERING	\$840.00		
	Invoice		Date	Description		Amount			
	1463		05/09/2021	Community Hall Podium Project		\$280.00			
	1465		05/10/2021	Clean & Organize TV control room; Clean ante room		\$560.00			
727972	05/21/2021	Open			Accounts Payable	FOSTER BROS SECURITY SYSTEMS INC	\$1,258.11		
	Invoice		Date	Description		Amount			
	327179		05/05/2021	Facilities - Service Center Cut Key Lock Set Office		\$464.23			
	327264		05/07/2021	Facilities - CH Add Exit Button and Enable/Disable Switches		\$793.88			
727973	05/21/2021	Open			Accounts Payable	GRADETECH, INC.	\$104,622.55		
	Invoice		Date	Description		Amount			
	9, 2017-15		05/11/2021	McClellan Ranch Community Garden through April 2021		\$104,622.55			
727974	05/21/2021	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES	\$93,130.00		
	Invoice		Date	Description		Amount			
	SIN002991		07/31/2020	July 2020 Econ. Dev. Insight Market Analytics, Staffing Services		\$28,290.00			
	SIN005226		11/30/2020	Econ. Dev. Services - October 2020, November 2020		\$47,840.00			
	SIN006203		12/31/2020	Econ. Dev. Services - December 2020 / Quarter 4 2020		\$17,000.00			
727975	05/21/2021	Open			Accounts Payable	KNORR SYSTEMS, INC.	\$4,148.93		
	Invoice		Date	Description		Amount			
	SI230204		05/11/2021	Facilities - BBF Chlorine		\$4,148.93			
727976	05/21/2021	Open			Accounts Payable	MAHAN AND SONS INC	\$1,400.00		
	Invoice		Date	Description		Amount			
	1834		04/19/2021	Grounds - April 2021 Maintenance		\$1,400.00			
727977	05/21/2021	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC.	\$3,314.81		
	Invoice		Date	Description		Amount			
	16147604		05/01/2021	Facilities - Radio Equipment for Code Enforcement		\$3,314.81			
727978	05/21/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$233.81		
	Invoice		Date	Description		Amount			
	106629		05/12/2021	Grounds - D-Comp		\$206.83			
	106631		05/13/2021	Trees/ROW - Fill Sand		\$26.98			
727979	05/21/2021	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$11,431.69		
	Invoice		Date	Description		Amount			
	TRFINV030380		04/30/2021	Streets - Supplies		\$2,582.89			
	TRFINV030411		05/04/2021	Streets - Speed Limit Signs		\$8,848.80			
727980	05/21/2021	Open			Accounts Payable	PAUL SAPUDAR	\$55.00		
	Invoice		Date	Description		Amount			
	PaulS051421		05/14/2021	Cell Phone Reimbursement - Paul S 4-15-21 to 5-14- 21		\$55.00			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
727981	05/21/2021	Open			Accounts Payable	PG&E	\$26,559.99		
	Invoice		Date	Description		Amount			
	Import - 882927		04/01/2021	110659172 -N De Anza 455FT S/O Mariani Dr, Irrig Control		\$12.33			
	Import - 882928		04/01/2021	110958527 -Randy Lane & Larry Way- Streetlights		\$52.10			
	Import - 882929		04/01/2021	114315284 116367325 -21975 San Fernando Ave, Picnic Area		\$1,903.37			
	Import - 882930		04/01/2021	114321565 116367416 -22601 Voss Ave		\$232.35			
	Import - 882931		04/01/2021	116367001 -E27H4 Wolfe and Rte 280 NB Loc A		\$51.90			
	Import - 882932		04/01/2021	116367013 -1486 S Stelling Rd, Irrigation Control		\$9.53			
	Import - 882933		04/01/2021	116367025 -De Anza and Lazaneo, Traffic Signal		\$66.94			
	Import - 882935		04/01/2021	116367035 -De Anza Blvd and Mariani, Traffic Signal/Safety Lts		\$69.61			
	Import - 882937		04/01/2021	116367044 - 10555 Mary Ave NEM		\$39.75			
	Import - 882938		04/01/2021	116367045 -De Anza Blvd and Hwy 280 S/Ramp, Traffic Signal		\$67.72			
	Import - 882939		04/01/2021	116367050 -NW Corner Stevens Crk, Traffic Signals		\$66.68			
	Import - 882940		04/01/2021	116367055 -Saich Wy and Stevens Crk NE Corner, Traffic Signal		\$56.66			
	Import - 882941		04/01/2021	116367060 -E37R0 Stevens Creek and De Anza Blvd, Traffic Signal		\$85.09			
	Import - 882942		04/01/2021	116367065 -Stevens Creek Blvd E/Saich Wy, Sprinkler Control		\$10.00			
	Import - 882943		04/01/2021	116367067 -Stonydale Dr and Varian Park, walkway lighting and Ir		\$88.72			
	Import - 882944		04/01/2021	116367070 -Stevens Creek and Blaney Ave., Traffic Signal		\$73.18			
	Import - 882945		04/01/2021	116367071 -Linda Vista Dr / Hillside Park, Hillside Park		\$24.37			
	Import - 882946		04/01/2021	116367075 -Vallco Pkwy and Perimeter Rd., Traffic Signals		\$55.37			
	Import - 882948		04/01/2021	116367090 -Wolfe and Vallco Pkwy, Traffic Signals		\$78.40			
	Import - 882949		04/01/2021	116367100 -E37H3 Wolfe and 280 SB Loc B, Traffic Signal		\$78.17			
	Import - 882950		04/01/2021	116367105 -Stevens Crk and Wolfe Rd, Traffic Signals		\$101.39			
	Import - 882951		04/01/2021	116367110 -SW Cor Stevens Crk and Portal, Traffic Signal		\$66.68			
	Import - 882952		04/01/2021	116367113 -Miller E/S 100N off Calle De Barcelona		\$60.89			
	Import - 882953		04/01/2021	116367115 -Stevens Crk and Perimeter Rd, Traffic Control Signal		\$65.01			
	Import - 882954		04/01/2021	116367120 -Vallco Prky/Tantau Ave, Traffic Signal		\$71.52			
	Import - 882955		04/01/2021	116367125 -Stevens Crk and Tantau, Traffic Signals		\$72.01			
	Import - 882956		04/01/2021	116367130 -NW Corner Steven Crk and Torre, Traffic Signal		\$68.62			
	Import - 882957		04/01/2021	116367145 -10300 Torre Ave, City Hall		\$4,669.39			
	Import - 882958		04/01/2021	116367150 -Homestead and Wolfe Road, Sunnyvale		\$77.77			
	Import - 882960		04/01/2021	116367155 -Homestead and Blaney, Cupertino Traffic Signal, Sunny		\$49.08			
	Import - 882961		04/01/2021	116367165 -S/E Wolfe-Pruneridge, Sprinkler Control and Traffic S		\$80.92			
	Import - 882962		04/01/2021	116367170 -Tantau Ave and Tandem D/W, Traffic Signal		\$77.51			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Import - 882963			04/01/2021		116367171 -10155 Barbara Ln, Irrigation and Scoreboard		\$52.83		
Import - 882964			04/01/2021		116367175 -S/E Corner Pruneridge and Tantau, Traffic Controller		\$67.93		
Import - 882965			04/01/2021		116367180 -Finch and Stevens Creek, Traffic Signals		\$69.21		
Import - 882968			04/01/2021		116367185 -Wolfe Rd 500 Ft S/O Homestead, City/Sign Lighting		\$26.25		
Import - 882969			04/01/2021		116367195 -Corner Miller and Phil Ln, Traffic Signal		\$57.32		
Import - 882970			04/01/2021		116367200 -Homestead and De Anza Blvd, Traffic Signal/Dept Pub W		\$71.87		
Import - 882971			04/01/2021		116367205 -Homestead Rd and Franco Ct, Traffic Signals		\$48.71		
Import - 882972			04/01/2021		116367215 -N/Ramp De Anza Blvd, Traffic Signal		\$60.69		
Import - 882973			04/01/2021		116367220 -Homestead Rd and Bluejay Rd, Traffic Signals		\$58.37		
Import - 882974			04/01/2021		116367225 -WS Portal Btw Amhurst-Wheaton , Portal Prk Ltg, Prk L		\$169.50		
Import - 882975			04/01/2021		116367236 -Stelling Rd Median 450' S/O Stevens Crk, Landscape Ir		\$11.10		
Import - 882976			04/01/2021		116367245 -Stevens Creek Blvd and Janice Ave, Sprinkler Control		\$14.65		
Import - 882977			04/01/2021		116367255 -Lucille and Villa De Anza, Sprinkler Control		\$227.91		
Import - 882978			04/01/2021		116367269 -COR/LUCILLE & RANDY LN		\$10.82		
Import - 882980			04/01/2021		116367274 -1170 Yorkshire Dr.		\$9.70		
Import - 882981			04/01/2021		116367275 -Homestead and Tantau, Cupertino Traffic Signal, Sunny		\$75.67		
Import - 882982			04/01/2021		116367280 -Stevens Creek Blvd and Fwy 85 East Ramp, Traffic Sign		\$70.79		
Import - 882983			04/01/2021		116971849 -21111 Stevens Creek Blvd, Sports Center		\$4,054.91		
Import - 882984			04/01/2021		116971849 -21111 Stevens Creek Blvd, Teen Center		\$375.00		
Import - 882985			04/01/2021		116367290 -Stevens Creek and Mary Ave, Traffic Signals		\$69.11		
Import - 882989			04/01/2021		116367332 -821 Bubb Rd #B/Building Concession		\$82.23		
Import - 882992			04/01/2021		116367357 -N De Anza 188 FT N/Valley Green Dr, Irrig Controller		\$14.85		
Import - 882993			04/01/2021		116367359 -Homestead and Heron, traffic control svc		\$57.77		
Import - 882994			04/01/2021		116367360 -10300 Aninworth Dr, Ball Park Stevens Creek SV		\$9.69		
Import - 882995			04/01/2021		116367370 -Stevens Creek Blvd and Fwy 85 West Ramp, Traffic Sign		\$15.28		
Import - 882996			04/01/2021		116367375 -10710 Stokes Ave, Somerset Park		\$32.92		
Import - 882997			04/01/2021		116367380 -NE Corner Peninsula and Stevens Creek, Traffic Signal		\$69.55		
Import - 882998			04/01/2021		116367385 -End/Stokes W/Wilson Crt, Sprinkler Control		\$10.91		
Import - 882999			04/01/2021		116367395 -N/E corner Foothill and Starling Dr, Traffic Signals		\$58.35		
Import - 883000			04/01/2021		116367401 -Miller W/S N of Greenwood		\$18.63		
Import - 883001			04/01/2021		116367408 -Stevens Creek Bl and Mary Avenue, Memorial Park Pump		\$56.53		
Import - 883003			04/01/2021		116367437 -10455 Miller Ave, Creekside Park		\$484.29		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Import - 883005			04/01/2021		116367447 -Stelling Rd Median 500' S/O Peppertree Ln, Landscape		\$11.37		
Import - 883006			04/01/2021		116367449 -10350 Torre Ave, Community Hall		\$1,835.72		
Import - 883007			04/01/2021		116367455 -E37R9 Rodriguez and De Anza Blvd, Traffic Signal		\$73.22		
Import - 883008			04/01/2021		116367465 -De Anza Blvd and Scofield Dr, Sprinkler Controller		\$10.66		
Import - 883010			04/01/2021		116367474 -10500 Ann Arbor Ave, Field-Garden Gate		\$93.02		
Import - 883011			04/01/2021		116367475 -Foothill and Stevens Creek, Traffic Signal		\$63.39		
Import - 883012			04/01/2021		116367476 -Salem Ave and Foothill Blvd, Irrigation Control		\$9.53		
Import - 883013			04/01/2021		116367477 -21121 Stevens Creek Blvd, Memorial Park		\$1,161.01		
Import - 883014			04/01/2021		116367484 -20220 Suisun Dr, Parks and Rec Free Standing Panel		\$27.91		
Import - 883015			04/01/2021		116367493 -Dumas Dr/Jollyman Park, Jollyman Park Restroom		\$255.14		
Import - 883016			04/01/2021		116367505 -Stevens Crk and Stelling, Signal		\$38.56		
Import - 883017			04/01/2021		116367510 -Bubb Rd and Results Wy, Traffic Signal		\$48.13		
Import - 883018			04/01/2021		116367515 -Bubb Rd and McClellan Intersection, Traffic Signal		\$76.95		
Import - 883019			04/01/2021		116367520 -Stelling Rd and Peppertree, Traffic Signal		\$60.43		
Import - 883020			04/01/2021		116367525 -Stelling and McClellan, Signals		\$81.87		
Import - 883021			04/01/2021		116367527 -Foothill Blvd 200' N/O Stevens Creek W/S, Irrigation		\$9.59		
Import - 883022			04/01/2021		116367530 -Orange Ave and Stevens Creek N/E corner, Traffic Cont		\$46.94		
Import - 883023			04/01/2021		116367536 -Senior Center		\$1,558.60		
Import - 883024			04/01/2021		116367545 -Saratoga-Sunnyvale Rd, Traffic Signal		\$65.68		
Import - 883025			04/01/2021		116367550 -W/S Saratoga-Sunnyvale Rd @ RT85, Traffic Signal		\$56.86		
Import - 883026			04/01/2021		116367559 -21011 Prospect Rd, Irrigation Control		\$9.59		
Import - 883027			04/01/2021		116367560 -S/E corner De Anza and Pacifica, Traffic Signal		\$70.07		
Import - 883028			04/01/2021		116367568 -CORP YARD NEM		\$24.39		
Import - 883029			04/01/2021		116367570 -De Anza Blvd, Sprinkler Controller *		\$10.66		
Import - 883030			04/01/2021		116367585 -Rainbow and Stelling, Traffic Signal		\$65.12		
Import - 883031			04/01/2021		116367587 -10430 S De Anza Blvd, Holiday Lighting		\$38.76		
Import - 883032			04/01/2021		116367590 -Saratoga Sunnyvale Rd and Hwy 85, Traffic Signal		\$57.38		
Import - 883033			04/01/2021		116367605 -E37C1 Prospect and Rte 85, Traffic Signal		\$67.55		
Import - 883034			04/01/2021		116367610 -E37R6 Kentwood/S. De Anza Blvd, Traffic Signal		\$65.37		
Import - 883035			04/01/2021		116367615 -Fallenleaf Ln and S De Anza Blvd, Traffic Signal		\$66.11		
Import - 883036			04/01/2021		116367620 -S De Anza Blvd and Sharon Dr , Irrigation Controller		\$14.98		
Import - 883037			04/01/2021		116367625 -Stevens Creek Blvd Orange S/W Cor, Irrigation Control		\$9.53		
Import - 883038			04/01/2021		116367628 -N/W corner Alpine Dr and Foothill Blvd, Irrigation Co		\$9.53		
Import - 883039			04/01/2021		116367630 -22100 Stevens Creek Blvd, Golf Pro Shop		\$168.30		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Import - 883040		04/01/2021		116367648 -Linda Vista Park/Linda Vista Dr, Irrigation Control		\$131.14		
	Import - 883041		04/01/2021		116367656 -Scofield and De Anza, 100HP		\$11.29		
	Import - 883042		04/01/2021		116367677 -De Anza and Lazaneo, Sprinkler System		\$9.76		
	Import - 883043		04/01/2021		116367685 -Ruppell PI and Moltzen Dr, Sprinkler Control		\$85.80		
	Import - 883044		04/01/2021		116367740 -Carmen Rd and Stevens Creek S/E corner, Irrigation Co		\$9.53		
	Import - 883046		04/01/2021		116367763 -10630 S De Anza Blvd, Holiday Lighting		\$43.59		
	Import - 883047		04/01/2021		116367782 -N/S Stevens Creek Blvd in front of 20301, Irrigation		\$9.53		
	Import - 883048		04/01/2021		116367793 -101 Skyport Dr, DG A, San Jose, PGandE-Owned St/Highw		\$667.99		
	Import - 883049		04/01/2021		116367815 -19784 Wintergreen Dr		\$67.74		
	Import - 883051		04/01/2021		116367836 -De Anza Blvd E/S S/O Lazaneo, Sprinkler Control		\$9.61		
	Import - 883052		04/01/2021		116367840 -community ctr -NEW		\$3,836.46		
	Import - 883053		04/01/2021		116367902 -10246 Parkside Ln, Wilson Pk Sprinklers,Snack Shack,I		\$219.24		
	Import - 883054		04/01/2021		116367907 -S/W Corner Stelling and Green leaf, Traffic Signal		\$65.68		
	Import - 883056		04/01/2021		116367925 -22601 Voss Ave, Outdoor Lighting-MV Park		\$15.28		
	Import - 883057		04/01/2021		116367941 -7548 Donegal Dr, Irrigation Control /Hoover Park		\$9.53		
	Import - 883058		04/01/2021		116367988 -21710 McClellan Rd, Playground Reception Area		\$9.53		
727982	05/21/2021	Open			Accounts Payable	READYREFRESH BY NESTLE	\$1,223.81		
	Invoice		Date	Description		Amount			
	11D0027344597		04/08/2021	Service Center - Bottled Water COVID		\$1,223.81			
727983	05/21/2021	Open			Accounts Payable	RPM EXTERMINATORS INC	\$1,475.00		
	Invoice		Date	Description		Amount			
	0086506		04/30/2021	Facilities - Changed Bait Various Bldgs		\$1,050.00			
	0086982		04/20/2021	Facilities - McClellan Ranch Exterior Treatment		\$425.00			
727984	05/21/2021	Open			Accounts Payable	U S POSTMASTER	\$490.00		
	Invoice		Date	Description		Amount			
	PI 43 bulk meter		04/20/2021	first class sort/ flat sort		\$490.00			
727985	05/21/2021	Open			Accounts Payable	BHATT, PRIYA	\$3,000.00		
	Invoice		Date	Description		Amount			
	274547		05/18/2021	10393 S BLANEY, ENCROACHMENT, 274547		\$3,000.00			
727986	05/21/2021	Open			Accounts Payable	HOLDER CONSTRUCTION GROUP LLC	\$10,000.00		
	Invoice		Date	Description		Amount			
	264535		05/19/2021	REFUND 10495 N DE ANZA BLVD B-2019-0751 TCO BOND		\$10,000.00			
727987	05/21/2021	Open			Accounts Payable	Scott, Torin	\$43.00		
	Invoice		Date	Description		Amount			
	0020000999		05/11/2021	Livescan Fingerprinting - Reimbursement		\$43.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
727988	05/21/2021	Open			Accounts Payable	STEVE WEINDEL	\$15.10		
	Invoice		Date	Description			Amount		
	274667		05/18/2021	REFUND 20563 STEVENS CREEK BLVD ASA-2020-007 OVERCHARGE			\$15.10		
727989	05/21/2021	Open			Accounts Payable	TAO HUANG	\$5,000.00		
	Invoice		Date	Description			Amount		
	271498		05/17/2021	REFUND 10528 S FOOTHILL BLVD B-2018-1388 TCO BOND			\$5,000.00		
727990	05/21/2021	Open			Accounts Payable	THOMAS JAMES HOMES	\$8,000.00		
	Invoice		Date	Description			Amount		
	265689		05/18/2021	18820 ARATA WAY, ENCROACHMENT, 265689			\$8,000.00		
727991	05/21/2021	Open			Accounts Payable	Wawda, Abubakar	\$3,000.00		
	Invoice		Date	Description			Amount		
	263321		05/18/2021	10592 JOHANSEN DR, ENCROACHMENT, 263321			\$3,000.00		
727992	05/21/2021	Open			Accounts Payable	SDI PRESENCE LLC	\$700.00		
	Invoice		Date	Description			Amount		
	6590		04/30/2021	4 hrs of strategic planning service			\$700.00		
727993	05/21/2021	Open			Accounts Payable	CALIFORNIA WATER SERVICE	\$6,015.24		
	Invoice		Date	Description			Amount		
	3333-011921		01/19/2021	5926633333 12/17-1/23/15			\$6,015.24		
Type Check Totals:							34 Transactions	\$367,551.93	
<u>EFT</u>									
31662	05/17/2021	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$42,252.92		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	CA State Tax pp 4/24/21-5/7/21			\$42,252.92		
31663	05/17/2021	Open			Accounts Payable	IRS	\$138,783.32		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	Federal Tax pp 4/24/21-5/7/21			\$138,783.32		
31664	05/20/2021	Open			Accounts Payable	P E R S	\$452,000.57		
	Invoice		Date	Description			Amount		
	05072021		05/07/2021	PERS pp 4/24/21-5/7/21			\$452,000.57		
31665	05/17/2021	Open			Accounts Payable	TASC	\$594.58		
	Invoice		Date	Description			Amount		
	IN2023446		05/11/2021	HRA 5/1/2021 - 5/31/2021			\$594.58		
31666	05/17/2021	Open			Accounts Payable	TASC	\$1,200.00		
	Invoice		Date	Description			Amount		
	IN2023455		05/11/2021	ACCOUNT MANAGEMENT			\$1,200.00		
31667	05/17/2021	Open			Accounts Payable	TASC	\$137.45		
	Invoice		Date	Description			Amount		
	IN2023547		05/11/2021	FSA Admin Fees 5/1/2021 - 5/31/2021			\$137.45		
31668	05/21/2021	Open			Accounts Payable	3M COMPANY	\$950.14		
	Invoice		Date	Description			Amount		
	9411111047		04/21/2021	Streets - DG Reflective Sheeting Yellow			\$950.14		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31669	05/21/2021	Open			Accounts Payable	4 PAWS GOOSE CONTROL	\$1,850.00		
	Invoice		Date	Description		Amount			
	1558		05/05/2021	Grounds - Memorial Park April 2021 Services		\$1,850.00			
31670	05/21/2021	Open			Accounts Payable	ABAG POWER- ASSOCIATION OF BAY AREA GOVERNMENTS	\$3,235.98		
	Invoice		Date	Description		Amount			
	AR025508		05/01/2021	CUPACPC001 FY19-20 TRUE-UP ALLOCATION FY21 NAT GAS		\$3,235.98			
31671	05/21/2021	Open			Accounts Payable	ADVANCED SYSTEMS GROUP, LLC	\$13,509.23		
	Invoice		Date	Description		Amount			
	3719		05/17/2021	Cupertino Room Project (Add Alternates)		\$13,509.23			
31672	05/21/2021	Open			Accounts Payable	AIR PRODUCTS GROUP INC	\$345.37		
	Invoice		Date	Description		Amount			
	123461		05/05/2021	Facilities - Armstrong 2x4 Cortega 2nd Look		\$345.37			
31673	05/21/2021	Open			Accounts Payable	ALL CITY MANAGEMENT SERVICES	\$11,381.76		
	Invoice		Date	Description		Amount			
	70268		05/05/2021	School Crossing Guard Services 041821-050121		\$11,381.76			
31674	05/21/2021	Open			Accounts Payable	ANDERSON'S TREE CARE SPECIALISTS, INC	\$41,708.00		
	Invoice		Date	Description		Amount			
	14610		05/05/2021	Trees/ROW - Tree Work for 21844 Woodbury		\$8,320.00			
	14586		05/06/2021	Grounds - Tree Work for 22221 McClellan Rd		\$8,872.00			
	14520		05/10/2021	Grounds - Tree Work Coast Live Oak at Stocklmeir		\$24,516.00			
31675	05/21/2021	Open			Accounts Payable	ANDY BADAL	\$165.00		
	Invoice		Date	Description		Amount			
	AndyB051321		05/13/2021	Andy Cell Reimbursements 12/29/20 -		\$165.00			
31676	05/21/2021	Open			Accounts Payable	AUDIO NETWORK US, INC.	\$5,500.00		
	Invoice		Date	Description		Amount			
	101412522		05/10/2021	Music License Renewal (July 8, 2021 - July 7, 2022)		\$5,500.00			
31677	05/21/2021	Open			Accounts Payable	BANG THE TABLE USA, LLC	\$4,500.00		
	Invoice		Date	Description		Amount			
	INV-0637		05/10/2021	FY21 Pilot subscription		\$4,500.00			
31678	05/21/2021	Open			Accounts Payable	BKF ENGINEERS	\$29,532.50		
	Invoice		Date	Description		Amount			
	21050811		05/12/2021	JST Prof. Svcs. East and Central Segments 032921- 042521		\$29,532.50			
31679	05/21/2021	Open			Accounts Payable	CAROL KORADE	\$160.70		
	Invoice		Date	Description		Amount			
	May2021		05/12/2021	Retiree Health Reimbursement May 2021		\$160.70			
31680	05/21/2021	Open			Accounts Payable	CITY OF SAN JOSE	\$20,201.89		
	Invoice		Date	Description		Amount			
	1197392		05/13/2021	Animal Services 2021/06		\$20,201.89			
31681	05/21/2021	Open			Accounts Payable	CSG CONSULTANTS, INC.	\$37,502.51		
	Invoice		Date	Description		Amount			
	B210516		05/03/2021	Building Plan Review Services 4/1/2021 - 4/30/2021		\$35,752.51			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	B210518		05/03/2021		Building Plan Review Services 4/1/2021-4/30/2021- Staff Coverage		\$1,750.00		
31682	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	CUBIC ITS, INC.	\$44,200.00		
	90084557		05/14/2021	Adaptive Traffic Signaling and Multimodal Count - SynchoGreen Li			\$44,200.00		
31683	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	CUPERTINO SUPPLY INC	\$329.22		
	257967		05/05/2021	Grounds - Brass Import			\$64.14		
	258232		05/10/2021	Grounds - Supplies			\$196.52		
	258419		05/11/2021	Trees/ROW - PVC			\$25.68		
	258618		05/13/2021	Trees/ROW - Irrigation Supplies			\$42.88		
31684	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	Darcy Paul	\$116.58		
	DarcyP042821		04/28/2021	Reimbursement phone bill 3/29/21-4/28/21			\$116.58		
31685	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	EDGES ELECTRICAL GROUP	\$1,262.04		
	S5251489.002		05/17/2021	Streets - Cable Cutter, Crimping Tool			\$193.99		
	S5260245.001		05/17/2021	Streets - Fluted Street Light Pole Project			\$1,068.05		
31686	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	ESHERICK HOMSEY DODGE AND DAVIS, ARCHITECTS	\$11,133.00		
	21040034		04/30/2021	Cupertino Library Expansion Project 040121-043021			\$5,193.00		
	21040035		04/30/2021	Cupertino Library Additional Services 040121-043021			\$5,940.00		
31687	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$271.68		
	14196430		05/12/2021	Grounds - Supplies			\$271.68		
31688	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	FEHR & PEERS ASSOC INC	\$9,938.25		
	143163		01/13/2021	LOS to VMT Transition Svcs. through 112820-122520			\$9,938.25		
31689	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	GILBANE BUILDING COMPANY	\$26,810.00		
	22, 2018-13		04/07/2021	Comm. Garden & Sports Center Retrofit through 3/31/2021			\$26,810.00		
31690	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	GOLDFARB & LIPMAN	\$4,560.50		
	139837		04/13/2021	Legal Services, March 2021			\$1,304.50		
	139839		04/13/2021	CWP Housing Strategies 2021/03			\$3,256.00		
31691	05/21/2021 Invoice	Open	Date	Description	Accounts Payable	GOT POWER, INC. DBA CD & POWER, INC	\$1,575.00		
	01-44479		04/24/2021	Facilities - City Hall 125KW Cummins Inspection			\$525.00		
	01-44478		04/24/2021	Facilities - Service Center Generator Inspection 85KW			\$525.00		
	01-44477		04/24/2021	Facilities - Service Center Generator Inspection 125KW MQ Trail			\$525.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31692	05/21/2021	Open			Accounts Payable	Health Care Employees Dental Trust	\$27,089.10		
	Invoice		Date	Description		Amount			
	295033-295034		05/12/2021	MAY 2021 Dental Benefit		\$27,089.10			
31693	05/21/2021	Open			Accounts Payable	IMPERIAL SPRINKLER SUPPLY, INC	\$7,627.76		
	Invoice		Date	Description		Amount			
	4531359-00		03/23/2021	Grounds - Irrigation Controller Assembly		\$4,413.96			
	4643070-00		05/06/2021	Grounds - Supplies		\$1,161.19			
	4629904-01		05/03/2021	Trees/ROW - Strap and Soil Topper		\$446.37			
	4632948-00		05/06/2021	Grounds - Falcon Rotor		\$1,606.24			
31694	05/21/2021	Open			Accounts Payable	INTERSTATE TRAFFIC CONTROL PRODUCTS, INC	\$3,895.85		
	Invoice		Date	Description		Amount			
	244385		05/17/2021	Streets - Square Rain Caps		\$136.56			
	244384		05/17/2021	Streets - Bike Lane Arrow, Pedestrian Symbol		\$1,141.66			
	244386		05/17/2021	Streets - Supplies		\$2,617.63			
31695	05/21/2021	Open			Accounts Payable	JARVIS, FAY & GIBSON, LLP	\$6,052.00		
	Invoice		Date	Description		Amount			
	15118		03/31/2021	Legal Services, March 2021		\$1,462.00			
	15215		04/30/2021	Legal Services, April 2021		\$4,590.00			
31696	05/21/2021	Open			Accounts Payable	JASON FAUTH	\$55.00		
	Invoice		Date	Description		Amount			
	JasonF051921		05/19/2021	Cell Phone Reimbursement - Jason F 4-20-21 to 5-19-21		\$55.00			
31697	05/21/2021	Open			Accounts Payable	JINDY GARFIAS	\$110.00		
	Invoice		Date	Description		Amount			
	Jindy041121		04/11/2021	Cell Phone Reimbursement - Jindy G 4-12-21 to 5-11-21		\$55.00			
	JindyG051121		05/11/2021	Cell Phone Reimbursement - Jindy G 5-12-21 to 6-11-21		\$55.00			
31698	05/21/2021	Open			Accounts Payable	JORGE'S TRAINING	\$2,000.00		
	Invoice		Date	Description		Amount			
	2		04/12/2021	Pesticide Safety Training for SC Staff 4-12-21		\$2,000.00			
31699	05/21/2021	Open			Accounts Payable	JUNIPER HOTEL CUPERTINO	\$1,343.97		
	Invoice		Date	Description		Amount			
	3350		05/05/2021	Senior Meal Delivery for 5/3, 5/5/2021		\$451.26			
	3351		05/12/2021	Senior Meal Delivery for 5/10, 5/12/2021		\$451.26			
	3352		05/19/2021	Senior Meal Delivery for 5/17, 5/19/2021		\$441.45			
31700	05/21/2021	Open			Accounts Payable	KEVIN GREENE	\$220.00		
	Invoice		Date	Description		Amount			
	KevinG011821		01/18/2021	Cell Phone Reimbursement - Kevin G 1.2-19-20 to 01-18-21		\$55.00			
	KevinG021821		02/18/2021	Cell Phone Reimbursement - Kevin G 1-19-21 to 2-18-21		\$55.00			
	KevinG031821		03/18/2021	Cell Phone Reimbursement - Kevin G 2-19-21 to 3-18-21		\$55.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	KevinG041821		04/18/2021		Cell Phone Reimbursement - Kevin G 3-19-21 to 4-18-21		\$55.00		
31701	05/21/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$96.21		
	Invoice		Date	Description		Amount			
	8879573		05/12/2021	Fleet - Tire Valve		\$96.21			
31702	05/21/2021	Open			Accounts Payable	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$7,401.99		
	Invoice		Date	Description		Amount			
	15487_050121		05/31/2021	MAY 2021 CIGNA		\$7,401.99			
31703	05/21/2021	Open			Accounts Payable	Managed Health Network Inc	\$757.02		
	Invoice		Date	Description		Amount			
	PRM-062001		04/16/2021	MAY 2021 EAP BEN		\$757.02			
31704	05/21/2021	Open			Accounts Payable	MICHAEL BAKER INTERNATIONAL, INC.	\$57.50		
	Invoice		Date	Description		Amount			
	1116610		05/19/2021	CWP Online Housing Survey 2021/04		\$57.50			
31705	05/21/2021	Open			Accounts Payable	NIDHI MATHUR	\$240.40		
	Invoice		Date	Description		Amount			
	NidhiM050621		05/06/2021	Nidhi Cell Reimbursements 11-19-20 to 4-18-21		\$240.40			
31706	05/21/2021	Open			Accounts Payable	NOMAD TRANSIT, LLC	\$3,125.00		
	Invoice		Date	Description		Amount			
	INV001-3056		04/30/2021	Suspension Costs		\$3,125.00			
31707	05/21/2021	Open			Accounts Payable	O'GRADY PAVING INC	\$21,826.49		
	Invoice		Date	Description		Amount			
	5191		03/31/2021	20098-2020 Maint Ph2-Cupertino		\$21,826.49			
31708	05/21/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$162.65		
	Invoice		Date	Description		Amount			
	168555427001		04/21/2021	Service Center - Ink		\$118.20			
	169300906001		04/20/2021	Service Center - Kitchen Supplies		\$44.45			
31709	05/21/2021	Open			Accounts Payable	PACIFIC WEST SECURITY, INC.	\$355.00		
	Invoice		Date	Description		Amount			
	48527		05/12/2021	Facilities - McClellan Ranch Service Call		\$355.00			
31710	05/21/2021	Open			Accounts Payable	PLAN JPA	\$360.00		
	Invoice		Date	Description		Amount			
	PLAN-2020-641		04/26/2021	General Liability Claims - March 2021		\$360.00			
31711	05/21/2021	Open			Accounts Payable	REDWOOD ENGINEERING CONSTRUCTION	\$38,044.04		
	Invoice		Date	Description		Amount			
	3, 2020-13		05/10/2021	Regnart Creek Trail Improvement Project through April-2021		\$38,044.04			
31712	05/21/2021	Open			Accounts Payable	RRM DESIGN GROUP	\$2,499.25		
	Invoice		Date	Description		Amount			
	1832-00-0421		05/17/2021	consulting design services - 10481 Ann Arbor Ave		\$2,499.25			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31713	05/21/2021	Open			Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP	\$115,432.21		
	Invoice		Date	Description		Amount			
	272638		04/27/2021	Legal Services, March 2021		\$50,736.31			
	272637		04/27/2021	Legal Services, March 2021		\$12,232.00			
	272646		04/27/2021	Legal Services, March 2021		\$1,494.90			
	272642		04/27/2021	Legal Services, March 2021		\$1,876.20			
	272719		04/27/2021	Legal Services, March 2021		\$198.00			
	272718		04/27/2021	Legal Services, March 2021		\$1,734.60			
	272645		04/27/2021	Legal Services, March 2021		\$1,148.50			
	272647		04/27/2021	Legal Services, March 2021		\$18,718.30			
	272310		03/29/2021	Vallco Town Center Legal Services 2021/02		\$25,735.80			
	272640		04/27/2021	General Plan Update Legal Services 2021/03		\$1,557.60			
31714	05/21/2021	Open			Accounts Payable	STARBIRD CONSULTING LLC	\$2,167.48		
	Invoice		Date	Description		Amount			
	0143		05/10/2021	SO#2 MRR Sand Blasting through 04302021		\$281.25			
	0144		05/10/2021	SO#1 Biological Monitoring MR West Parking Lot yr. 2-5		\$1,886.23			
31715	05/21/2021	Open			Accounts Payable	SUPERCO SPECIALTY PRODUCTS	\$773.97		
	Invoice		Date	Description		Amount			
	PSI395480		05/11/2021	Streets - Gloves, Grease Handle, Aerosol		\$773.97			
31716	05/21/2021	Open			Accounts Payable	T & T PAVEMENT MARKINGS AND	\$1,130.24		
	Invoice		Date	Description		Amount			
	2021183		05/12/2021	Streets - Flat Back, Counter Bore		\$1,130.24			
31717	05/21/2021	Open			Accounts Payable	TENJI INC	\$3,549.00		
	Invoice		Date	Description		Amount			
	3192		05/18/2021	Facilities - Library April 2021 Aquarium Maintenance		\$3,549.00			
31718	05/21/2021	Open			Accounts Payable	THE HARTFORD	\$11,019.46		
	Invoice		Date	Description		Amount			
	656344959395		05/15/2021	MAY 2021 Life and AD&D Benefit		\$10,795.20			
	756345030434		05/15/2021	MAY 2021		\$224.26			
31719	05/21/2021	Open			Accounts Payable	THERMAL MECHANICAL, INC.	\$2,138.31		
	Invoice		Date	Description		Amount			
	81564		03/25/2021	Facilities - Senior Center Heating Repair		\$2,138.31			
31720	05/21/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$268.24		
	Invoice		Date	Description		Amount			
	812180314		04/19/2021	2021 MAY Vision Benefit		\$268.24			
31721	05/21/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$2,810.48		
	Invoice		Date	Description		Amount			
	812180300		04/19/2021	MAY 2021 Vision Benefit		\$2,810.48			
31722	05/21/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$767.98		
	Invoice		Date	Description		Amount			
	812193310		04/21/2021	2021 MAY Vision Benefit		\$767.98			
31723	05/21/2021	Open			Accounts Payable	WEST COAST ARBORISTS, INC.	\$8,000.00		
	Invoice		Date	Description		Amount			
	1-6866		05/11/2021	arborist services - 19500 Pruneridge		\$2,560.00			

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1-6869			05/12/2021		arborist services - 21079 Red Fir Ct		\$1,600.00		
1-6899			05/18/2021		19191 Vallco Pkwy Arborist Review 2021/05		\$3,840.00		

Type EFT Totals:

Main Account - Main Checking Account Totals

62 Transactions

\$1,177,084.79

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	\$367,551.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	34	\$367,551.93	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$1,177,084.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	62	\$1,177,084.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,544,636.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,544,636.72	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	\$367,551.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	34	\$367,551.93	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$1,177,084.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	62	\$1,177,084.79	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$1,544,636.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$1,544,636.72	\$0.00

Approved: Beth Viajar

05.24.2021



CITY OF CUPERTINO

Agenda Item

21-9610

Agenda Date: 7/20/2021
Agenda #: 14.

Subject: Accept Accounts Payable for the period ending May 31, 2021

Adopt Resolution No. 21-063 accepting Payable for the period ending May 31, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

May 31, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
727994	05/28/2021	Open			Accounts Payable	AdTaxi Bay Area News Group	\$4,211.84		
	Invoice		Date	Description		Amount			
	0001287333		03/31/2021	Legal Advertising - March 2021		\$4,211.84			
727995	05/28/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$980.74		
	Invoice		Date	Description		Amount			
	45568		03/01/2021	IND pamphlet and SCVURPPP factsheet		\$371.15			
	45714		05/25/2021	Safe Route Teacher Flyer		\$609.59			
727996	05/28/2021	Open			Accounts Payable	ALHAMBRA & SIERRA SPRINGS	\$31.08		
	Invoice		Date	Description		Amount			
	4984729 041721		04/17/2021	water service for QCC		\$14.90			
	4984902 051521		05/15/2021	water		\$16.18			
727997	05/28/2021	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	\$1,948.63		
	Invoice		Date	Description		Amount			
	7238		03/23/2021	2021 S-80 Folio/Internet Supplement		\$103.55			
	8000		04/29/2021	2021 S-81 Supplement Editing Pages, Custom Tabs		\$1,717.55			
	8068		04/30/2021	2021 S-81 Folio/Internet Supplement Pages		\$127.53			
727998	05/28/2021	Open			Accounts Payable	BUBBLE MARKETING	\$376.69		
	Invoice		Date	Description		Amount			
	28093		05/06/2021	wipe dispensers		\$376.69			
727999	05/28/2021	Open			Accounts Payable	California Resource Recovery Association (CRR)	\$1,000.00		
	Invoice		Date	Description		Amount			
	09697		05/15/2021	Yearly membership renewal for whole Environmental team		\$1,000.00			
728000	05/28/2021	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	\$222,718.50		
	Invoice		Date	Description		Amount			
	IN960183		05/19/2021	FY21 Accela platform & rep Database (6/30/21 - 6/29/22)		\$222,718.50			
728001	05/28/2021	Open			Accounts Payable	CCAC	\$70.00		
	Invoice		Date	Description		Amount			
	10030		04/28/2021	Membership Dues - Associate (through July 01, 2021)		\$70.00			
728002	05/28/2021	Open			Accounts Payable	CHRISP COMPANY	\$13,285.75		
	Invoice		Date	Description		Amount			
	16496		05/24/2021	Remove/replace Green Bike Lanes De Anza @ McClellan		\$13,285.75			
728003	05/28/2021	Open			Accounts Payable	CINTAS CORPORATION	\$1,894.90		
	Invoice		Date	Description		Amount			
	4084590243		05/18/2021	UNIFORMS SAFETY APPAREL		\$946.70			
	4085255392		05/25/2021	UNIFORMS SAFETY APPAREL		\$948.20			
728004	05/28/2021	Open			Accounts Payable	COMCAST	\$1,938.26		
	Invoice		Date	Description		Amount			
	3310 -050721		05/07/2021	8155 40 065 0183310 -050721		\$1,697.06			
	9917-051921		05/19/2021	8155 10 005 0719917 - 05/19/21		\$241.20			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728005	05/28/2021	Open			Accounts Payable	COMCAST BUSINESS COMMUNICATIONS, LLC	\$2,950.08		
	Invoice		Date	Description		Amount			
	119386979		04/01/2021	Business Class Internet - Mary, Stevens Creek, Town Center, Voss		\$983.36			
	121212768		05/01/2021	Business Class Internet - Mary, Stevens Creek, Town Center, Voss		\$983.36			
	117704500		03/01/2021	Business Class Internet - Mary, Stevens Creek, Town Center, Voss		\$983.36			
728006	05/28/2021	Open			Accounts Payable	Community Health Charities of California	\$20.00		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Community Health Charities pp 5/8/21-5/21/21		\$20.00			
728007	05/28/2021	Open			Accounts Payable	D ROSS EQUIPMENT REPAIR INC	\$183.60		
	Invoice		Date	Description		Amount			
	64564		03/10/2021	Fleet - Alignment GMC 5500		\$183.60			
728008	05/28/2021	Open			Accounts Payable	DEPARTMENT OF TRANSPORTATION	\$503.91		
	Invoice		Date	Description		Amount			
	SL210748		04/22/2021	Signals & Lighting Billing 012021-032021		\$503.91			
728009	05/28/2021	Open			Accounts Payable	DEPT OF CONSUMER AFFAIRS	\$180.00		
	Invoice		Date	Description		Amount			
	C 53532		04/17/2021	Professional Engineer License Renewal Winnie Pagan		\$180.00			
728010	05/28/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$1,978.35		
	Invoice		Date	Description		Amount			
	1039/7		05/20/2021	Trees/ROW - Trees		\$1,978.35			
728011	05/28/2021	Open			Accounts Payable	DEX SYSTEMS ENGINEERING	\$840.00		
	Invoice		Date	Description		Amount			
	1467		05/24/2021	Organize A/V Closet; Assisted listening equipment research		\$840.00			
728012	05/28/2021	Open			Accounts Payable	Ennis-Flint, Inc.	\$3,731.19		
	Invoice		Date	Description		Amount			
	254116		01/22/2021	Streets - Yellow Line, Shrks Teeth		\$4,463.27			
	243574		02/13/2020	Streets - Credit for Invoice 242735		(\$732.08)			
728013	05/28/2021	Open			Accounts Payable	FOSTER BROS SECURITY SYSTEMS INC	\$135.94		
	Invoice		Date	Description		Amount			
	327606		05/21/2021	Facilities: 2 ic schlage		\$135.94			
728014	05/28/2021	Open			Accounts Payable	GRANITE ROCK COMPANY	\$91,627.50		
	Invoice		Date	Description		Amount			
	995271		05/11/2021	Bubb Rd. Separated Bikeway through 040121-043021		\$91,627.50			
728015	05/28/2021	Open			Accounts Payable	GRIFFIN PAINTING INC	\$10,530.00		
	Invoice		Date	Description		Amount			
	1245		04/30/2021	Facilities - Sports Center Window and Doors		\$10,530.00			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728016	05/28/2021	Open			Accounts Payable	IRON MOUNTAIN RECORDS MGMNT	\$2,029.47		
	Invoice		Date	Description		Amount			
	DNZD457		04/30/2021	City Clerk Office Storage - May 2021		\$2,029.47			
728017	05/28/2021	Open			Accounts Payable	JOINT VENTURE SILICON VALLEY	\$6,050.00		
	Invoice		Date	Description		Amount			
	685NETcupertino		05/11/2021	Public Investment, FY 21-22		\$6,050.00			
728018	05/28/2021	Open			Accounts Payable	KELLY-MOORE PAINT CO INC	\$268.02		
	Invoice		Date	Description		Amount			
	808-00000808657		05/25/2021	Facilities Paint		\$268.02			
728019	05/28/2021	Open			Accounts Payable	LAUREN SAPUDAR	\$165.00		
	Invoice		Date	Description		Amount			
	LaurenS052521		05/25/2021	Reimbursement (March, April, May 2021)		\$165.00			
728020	05/28/2021	Open			Accounts Payable	MOOD MEDIA	\$108.90		
	Invoice		Date	Description		Amount			
	56163663		06/01/2021	MOOD MEDIA Services from 01-JUN-21 to 30-JUN-21		\$108.90			
728021	05/28/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$243.41		
	Invoice		Date	Description		Amount			
	106722		05/21/2021	Grounds - TopSoil		\$46.82			
	106719		05/21/2021	Grounds - Fill Sand		\$53.96			
	106740		05/24/2021	Grounds - Top Soil		\$93.63			
	106751		05/25/2021	Grounds: Neighborhood Parks		\$49.00			
728022	05/28/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$148.16		
	Invoice		Date	Description		Amount			
	2591-137195		05/14/2021	Fleet - Credit for Invoice# 2591-137091		(\$21.79)			
	2591-137091		05/13/2021	Fleet - Oil Stp Leak		\$169.95			
728023	05/28/2021	Open			Accounts Payable	Operating Engineer #3	\$1,462.08		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Union Dues pp 5/8/21-5/21/21		\$1,462.08			
728024	05/28/2021	Open			Accounts Payable	PACWEST TOOL AND SAFETY	\$106.80		
	Invoice		Date	Description		Amount			
	7155		05/19/2021	Streets - Safety Glasses		\$106.80			
728025	05/28/2021	Open			Accounts Payable	PG&E	\$30.25		
	Invoice		Date	Description		Amount			
	8413-042921		04/29/2021	4685859841-3 04/21/21-04/22/2021		\$30.25			
728026	05/28/2021	Open			Accounts Payable	QUADIENT LEASING USA, INC.	\$207.46		
	Invoice		Date	Description		Amount			
	N8821179		04/10/2021	Lease Payment (2/12/21 - 5/11/21)		\$207.46			
728027	05/28/2021	Open			Accounts Payable	QUADIENT, INC.	\$71.19		
	Invoice		Date	Description		Amount			
	58405429		04/23/2021	Standard Maintenance for Postage Machine (May - August 2021)		\$71.19			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728028	05/28/2021	Open			Accounts Payable	R&B A CORE & MAIN COMPANY	\$1,815.76		
	Invoice		Date	Description		Amount			
	0222713		05/17/2021	Grounds - Backflow, Repair Kit		\$1,815.76			
728029	05/28/2021	Open			Accounts Payable	SAFECHECKS	\$1,026.95		
	Invoice		Date	Description		Amount			
	0539685		03/18/2021	SuperBusinessCheck from # 40001 thru 45000		\$1,026.95			
728030	05/28/2021	Open			Accounts Payable	SAN JOSE WATER COMPANY	\$190,685.89		
	Invoice		Date	Description		Amount			
	092020		03/25/2021	Cost orders 51-2546, 51-2547, 51-2548, 51-2552		\$17,110.97			
	102020		03/25/2021	Cost orders 51-2547, 51-2548, 51-2549, 51-2552, 51-2553, 51-2554		\$20,174.26			
	112020		03/25/2021	Cost orders 51-2543, 51-2546, 51-2547, 51-2548, 51-2553, 51-2604		\$23,718.04			
	122020		03/25/2021	Cost orders 51-2546, 51-2547, 51-2548, 51-2552, 51-2553, 51-2554		\$66,350.90			
	012021		03/25/2021	Cost orders 51-2543, 51-2545, 51-2547, 51-2577, 51-2604		\$63,331.72			
728031	05/28/2021	Open			Accounts Payable	SANTA CLARA CO DEPT ENVIRON HEALTH	\$372.00		
	Invoice		Date	Description		Amount			
	IN1229033		04/15/2021	Streets - Hazmat Permit and Fees		\$372.00			
728032	05/28/2021	Open			Accounts Payable	T-MOBILE USA INC.	\$98.72		
	Invoice		Date	Description		Amount			
	4158 - 04/21/21		04/21/2021	966 594 158 - 04/21/21		\$98.72			
728033	05/28/2021	Open			Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	\$2,220.44		
	Invoice		Date	Description		Amount			
	189-1106494		05/18/2021	Fleet - Tires		\$767.95			
	189-1106487		05/17/2021	Fleet - Tires		\$1,118.02			
	189-1106520		05/20/2021	Fleet - Tires		\$334.47			
728034	05/28/2021	Open			Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO.	\$96.98		
	Invoice		Date	Description		Amount			
	IV38824		05/03/2021	Fleet - Bolt Lever, Control Handle		\$96.98			
728035	05/28/2021	Open			Accounts Payable	MICHAELS STORES, INC.	\$1,028.90		
	Invoice		Date	Description		Amount			
	11677		05/26/2021	MICHAELS STORES, INC. BL refund		\$1,028.90			
728036	05/28/2021	Open			Accounts Payable	PHILLIP BJURMAN	\$155.00		
	Invoice		Date	Description		Amount			
	11702		05/26/2021	BJURMAN GENERAL ENGINEERING LLC BL refund		\$155.00			
728037	05/28/2021	Open			Accounts Payable	Widman, Timothy D.	\$1,150.00		
	Invoice		Date	Description		Amount			
	Widman052521		05/25/2021	Security Deposit Refund for 10455 Torre Ave Tenant		\$1,150.00			
Type Check Totals:					44 Transactions		\$570,678.34		

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
31725	05/28/2021	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Colonial Products pp 5/8/21-5/21/21		\$29.16			
31726	05/28/2021	Open			Accounts Payable	Employment Development	\$10,035.59		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	State Disability Insurance pp 5/8/21-5/21/21		\$10,035.59			
31727	05/28/2021	Open			Accounts Payable	PERS-457K	\$17,339.76		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	PERS Deferred Comp pp 5/8/21-5/21/21		\$17,339.76			
31728	05/28/2021	Open			Accounts Payable	State Disbursement Unit	\$276.92		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Child Support pp 5/8/21-5/21/21		\$276.92			
31729	05/28/2021	Open			Accounts Payable	AIRGAS USA LLC	\$70.50		
	Invoice		Date	Description		Amount			
	9979601204		04/30/2021	Fleet - Large Cylinder Rental		\$70.50			
31730	05/28/2021	Open			Accounts Payable	ALL CITY MANAGEMENT SERVICES	\$11,381.76		
	Invoice		Date	Description		Amount			
	70268		05/05/2021	School Crossing Guard Services 041821-050121		\$11,381.76			
31731	05/28/2021	Open			Accounts Payable	BATTERIES PLUS BULBS #475	\$1,234.84		
	Invoice		Date	Description		Amount			
	P39690358		05/13/2021	facilities		\$1,154.10			
	P39878985		05/19/2021	Facilities		\$80.74			
31732	05/28/2021	Open			Accounts Payable	BATTERY SYSTEMS INC.	\$451.46		
	Invoice		Date	Description		Amount			
	6652929		05/12/2021	Fleet - Credit for Invoice# 6606206		(\$480.00)			
	6630435		05/04/2021	Fleet - 12V Golf Rear Cap		\$463.73			
	6620100		04/29/2021	Fleet -12V Golf, Rear Cap, Cores		\$467.73			
31733	05/28/2021	Open			Accounts Payable	CLEARBLU ENVIRONMENTAL	\$445.56		
	Invoice		Date	Description		Amount			
	25230		05/17/2021	Streets - May 2021 Haz Mat Services		\$445.56			
31734	05/28/2021	Open			Accounts Payable	COLLEEN FERRIS	\$55.00		
	Invoice		Date	Description		Amount			
	ColleenF51121		05/11/2021	cell phone service ColleenF 4/12-5/11/21		\$55.00			
31735	05/28/2021	Open			Accounts Payable	CROWE LLP	\$5,000.00		
	Invoice		Date	Description		Amount			
	741-2428662		05/25/2021	PROFESSIONAL SERVICES, for the period ended May 16, 2021:		\$5,000.00			
31736	05/28/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$16.33		
	Invoice		Date	Description		Amount			
	258506		05/12/2021	Facilities - Parts for Fountain		\$16.33			
31737	05/28/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP	\$1,003.62		
	Invoice		Date	Description		Amount			
	S5258953.001		05/12/2021	Facilities		\$346.67			
	S5260223.001		05/12/2021	Fluted Street Light Pole Project		\$642.06			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	S5254584.002		05/19/2021		Facilities - Freight Charges for Invoice#	S5254584.001	\$14.89		
31738	05/28/2021	Open			Accounts Payable	Eflex Group, Inc	\$4,237.38		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	FSA Employee Health pp 5/8/21-5/21/21		\$4,237.38			
31739	05/28/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$596.52		
	Invoice		Date	Description		Amount			
	14196352		05/12/2021	Trees/ROW - Planting Supplies		\$596.52			
31740	05/28/2021	Open			Accounts Payable	GRANICUS, LLC	\$10,534.44		
	Invoice		Date	Description		Amount			
	139895		05/31/2021	govAccess - Maintenance, Hosting, & Licensing		\$9,116.30			
	139868		05/26/2021	Legistar & Granicus Encoding Appliance Softwar		\$1,418.14			
31741	05/28/2021	Open			Accounts Payable	HF&H Consultants, LLC	\$3,089.00		
	Invoice		Date	Description		Amount			
	9717934		01/20/2021	Prop. 218 COS Fee Studies Services through 12.1.20-12.31.20		\$3,089.00			
31742	05/28/2021	Open			Accounts Payable	HMH ENGINEERS INC	\$2,485.50		
	Invoice		Date	Description		Amount			
	40000		05/11/2021	RCT Construction Support through 05012021		\$2,485.50			
31743	05/28/2021	Open			Accounts Payable	ICMA Retirement Trust-457	\$31,424.01		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	ICMA Deferred Comp pp 5/8/21-5/21/21		\$31,424.01			
31744	05/28/2021	Open			Accounts Payable	IFPTE LOCAL 21	\$1,940.82		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Association Dues - CEA pp 5/8/21-5/21/21		\$1,940.82			
31745	05/28/2021	Open			Accounts Payable	IMPERIAL SPRINKLER SUPPLY, INC	\$188.43		
	Invoice		Date	Description		Amount			
	4649802-00		05/11/2021	Grounds - Supplies		\$188.43			
31746	05/28/2021	Open			Accounts Payable	INSERVH20 INC.	\$786.99		
	Invoice		Date	Description		Amount			
	1310		05/03/2021	Facilities - May 2021 Water Treatment		\$786.99			
31747	05/28/2021	Open			Accounts Payable	JAM SERVICES INC	\$5,395.50		
	Invoice		Date	Description		Amount			
	143896		04/20/2021	Streets: fluted pole rec'd 5-25-21		\$5,395.50			
31748	05/28/2021	Open			Accounts Payable	JAMES COLVIN	\$450.00		
	Invoice		Date	Description		Amount			
	052621		05/26/2021	PT for May		\$450.00			
31749	05/28/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$2,417.92		
	Invoice		Date	Description		Amount			
	8899131		05/19/2021	Fleet - Cable Tie, Hose, Clamp		\$1,579.66			
	8871331		05/10/2021	Streets - Small Tools		\$131.96			
	8907571		05/24/2021	Streets - Leather Gloves		\$611.32			
	8907689		05/24/2021	Streets - Foam Ear Plug		\$94.98			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31750	05/28/2021	Open			Accounts Payable	MONICA G. RANES-GOLDBERG	\$480.00		
	Invoice		Date	Description		Amount			
	052521		05/25/2021	May classes		\$480.00			
31751	05/28/2021	Open			Accounts Payable	National Deferred (ROTH)	\$4,901.70		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Nationwide Roth pp 5/8/21-5/21/21		\$4,901.70			
31752	05/28/2021	Open			Accounts Payable	National Deferred Compensatin	\$33,144.43		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Nationwide Deferred Compensation pp 5/8/21-5/21/21		\$33,144.43			
31753	05/28/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$145.47		
	Invoice		Date	Description		Amount			
	170180488001		04/23/2021	Service Center - Kitchen Supplies		\$110.41			
	170183674001		04/23/2021	Service Center - Kitchen Supplies		\$21.99			
	171766496001		05/19/2021	Service Center - Kitchen Supplies		\$13.07			
31754	05/28/2021	Open			Accounts Payable	PACIFIC OFFICE AUTOMATION, INC	\$1,022.60		
	Invoice		Date	Description		Amount			
	428362		05/21/2021	Quarterly Maintenace and Support for 15 mfp		\$1,022.60			
31755	05/28/2021	Open			Accounts Payable	PARS/City of Cupertino	\$2,385.20		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	PARS Employee pp 5/8/21-5/21/21		\$2,385.20			
31756	05/28/2021	Open			Accounts Payable	PIVOT INTERIORS	\$500.83		
	Invoice		Date	Description		Amount			
	PJIN-000055329		04/29/2021	Facilities - Service Center Office		\$500.83			
31757	05/28/2021	Open			Accounts Payable	PROFESSIONAL TURF MANAGEMENT, INC.	\$17,000.00		
	Invoice		Date	Description		Amount			
	1125		05/20/2021	Golf Course Monthly Maintenance Fee - May 2021		\$17,000.00			
31758	05/28/2021	Open			Accounts Payable	RAYCHEL RENEE BALCIONI CRUZ	\$376.00		
	Invoice		Date	Description		Amount			
	052521		05/25/2021	May classes		\$376.00			
31759	05/28/2021	Open			Accounts Payable	REDGWICK CONSTRUCTION COMPANY	\$92,126.25		
	Invoice		Date	Description		Amount			
	4, 4582		04/30/2021	Linda Vista Trail through 04302021		\$92,126.25			
31760	05/28/2021	Open			Accounts Payable	RUDY LOMAS	\$55.00		
	Invoice		Date	Description		Amount			
	RudyL050621		05/06/2021	Cell Phone Reimbursement - Rudy L, Apr 7 to May 6 2021		\$55.00			
31761	05/28/2021	Open			Accounts Payable	STAPLES BUSINESS ADVANTAGE	\$356.45		
	Invoice		Date	Description		Amount			
	3476197822		05/01/2021	City Clerk Supplies (Batteries, Tape, Paper)		\$356.45			
31762	05/28/2021	Open			Accounts Payable	SUNSTATE EQUIPMENT CO., LLC	\$482.12		
	Invoice		Date	Description		Amount			
	8851704-001		05/18/2021	Grounds: roller rental		\$482.12			

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31763	05/28/2021	Open			Accounts Payable	T & T PAVEMENT MARKINGS AND	\$293.38		
	Invoice		Date	Description		Amount			
	2021204		05/21/2021	Streets - Pyramid Caps		\$293.38			
31764	05/28/2021	Open			Accounts Payable	TANASE, KEN	\$127.96		
	Invoice		Date	Description		Amount			
	Kent05202021		05/20/2021	Staff Retreat Lunch 05202021		\$17.96			
	Kent040721		04/07/2021	Cell phone reimbursement 3/8/21-4/7/21		\$55.00			
	Kent050721		05/07/2021	Cell phone reimbursement 4/8/21-5/7/21		\$55.00			
31765	05/28/2021	Open			Accounts Payable	URSULA SYROVA	\$25.00		
	Invoice		Date	Description		Amount			
	UrsulaS05202021		05/20/2021	Staff Retreat Lunch 05202021		\$25.00			
Type EFT Totals:							\$264,309.40		
Main Account - Main Checking Account Totals									

41 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$570,678.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$570,678.34	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$264,309.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	41	\$264,309.40	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$834,987.74	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Approved: Beth Viajar
06.01.2021

Payment Register

From Payment Date: 5/22/2021 - To Payment Date: 5/28/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		\$834,987.74	\$0.00	
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	44	\$570,678.34	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	44	\$570,678.34	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	41	\$264,309.40	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	41	\$264,309.40	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$834,987.74	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	85	\$834,987.74	\$0.00	

Approved: Beth Viajar
06.01.2021



CITY OF CUPERTINO

Agenda Item

21-9611

Agenda Date: 7/20/2021
Agenda #: 15.

Subject: Accept Accounts Payable for the period ending June 7, 2021

Adopt Resolution No. 21-064 accepting Payable for the period ending June 7, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

June 7, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
728039	06/04/2021	Open			Accounts Payable	AZCO SUPPLY, INC.	\$4,232.47		
	Invoice		Date	Description		Amount			
	298352		05/03/2021	Sales order #183692 Signal LEDs		\$4,232.47			
728040	06/04/2021	Open			Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	\$16,263.39		
	Invoice		Date	Description		Amount			
	69850		05/27/2021	Fleet - Diesel Fuel		\$4,967.64			
	69849		05/27/2021	Fleet - Fuel		\$7,232.94			
	541891		05/27/2021	Fleet - Drum Deposits		\$4,062.81			
728041	06/04/2021	Open			Accounts Payable	BURR PLUMBING AND PUMPING INC	\$12,783.55		
	Invoice		Date	Description		Amount			
	106623		05/11/2021	Facilities - BBF Drains		\$548.55			
	106807		05/28/2021	Facilities - Portal Park Restroom Touchless Valve Installation		\$7,955.00			
	106815		06/01/2021	Facilities - Wilson Park Restroom Touchless Valves		\$4,280.00			
728042	06/04/2021	Open			Accounts Payable	CINTAS CORPORATION	\$1,107.19		
	Invoice		Date	Description		Amount			
	4083979446		05/11/2021	UNIFORMS SAFETY APPAREL		\$1,107.19			
728043	06/04/2021	Open			Accounts Payable	CUSD	\$8,705.80		
	Invoice		Date	Description		Amount			
	AM21-00703		05/24/2021	Clean Water and Storm Protection Fee Reimbursement FY 2019-2020		\$8,705.80			
728044	06/04/2021	Open			Accounts Payable	DEX SYSTEMS ENGINEERING	\$840.00		
	Invoice		Date	Description		Amount			
	1469		05/31/2021	Organize A/V closet; Troubleshoot fiber audio in Community Hall		\$840.00			
728045	06/04/2021	Open			Accounts Payable	FOSTER BROS SECURITY SYSTEMS INC	\$43.55		
	Invoice		Date	Description		Amount			
	327740		05/27/2021	Facilities - Misc Part		\$43.55			
728046	06/04/2021	Open			Accounts Payable	GRIFFIN STRUCTURES, INC.	\$14,133.02		
	Invoice		Date	Description		Amount			
	GSI-CLEP-07		04/30/2021	Cupertino Library Expansion through 4.30.2021		\$14,133.02			
728047	06/04/2021	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$3,398.86		
	Invoice		Date	Description		Amount			
	3321932		04/29/2021	Streets - Disc		\$43.63			
	9611743		05/03/2021	Grounds - Caution Tape		\$98.11			
	7370848		05/05/2021	Grounds - Lumber, Steel Stake		\$258.51			
	2033139		04/30/2021	Facilities - Spray Paint		\$17.03			
	4032872		04/28/2021	Facilities - Supplies		\$411.66			
	3521741		04/29/2021	Facilities - Lock Washer		\$27.72			
	3032965		04/29/2021	Facilities - Supplies		\$107.09			
	1524857		05/11/2021	Grounds - Tools		\$151.65			
	1034656		05/11/2021	Facilities - Supplies		\$292.90			
	1322989		05/11/2021	Facilities - Supplies		\$277.76			

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	614269		05/12/2021		Facilities - Washer, Hex		\$43.89		
	1034647		05/11/2021		Trees/ROW - Irrigation Supplies		\$51.50		
	1034710		05/11/2021		Trees/ROW - Clay		\$4.20		
	8525521		05/14/2021		Grounds - Garden Cable		\$35.56		
	393577		05/12/2021		Grounds - Cap Slip		\$5.94		
	8031085		05/24/2021		Grounds - Paint, Form Tube		\$63.77		
	1030771		05/21/2021		Trees/ROW - Gloves		\$13.07		
	2030533		05/20/2021		Facilities - Supplies		\$231.37		
	1516561		05/21/2021		Facilities - Community Hall Fountain		\$117.17		
	7031248		05/25/2021		Facilities - Wall plate, Flat plate		\$51.05		
	4030328		05/18/2021		Fleet - Supplies		\$596.51		
	3321936		04/29/2021		Fleet - Supplies		\$421.98		
	3323665		05/19/2021		Facilities - Supplies		\$38.61		
	7324123		05/25/2021		Fleet - Supplies		\$29.46		
	7517868		05/25/2021		Fleet - Supplies		\$8.72		
728048	06/04/2021	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM SAN JOSE INC.	\$191.68		
	Invoice		Date		Description	Amount			
	10300451		05/06/2021		Fleet: batteries	\$93.60			
	10300098		04/20/2021		Fleet: batteries	\$98.08			
728049	06/04/2021	Open			Accounts Payable	KMVT COMMUNITY TELEVISION	\$5,604.95		
	Invoice		Date		Description	Amount			
	7650		05/31/2021		KMVT Community TV May 2021	\$5,604.95			
728050	06/04/2021	Open			Accounts Payable	KNORR SYSTEMS, INC.	\$959.68		
	Invoice		Date		Description	Amount			
	SI230361		05/20/2021		Facilities - BBF Pool Supplies	\$959.68			
728051	06/04/2021	Open			Accounts Payable	M.T. TIRE SERVICE	\$5,649.38		
	Invoice		Date		Description	Amount			
	16561		05/20/2021		Fleet - Service Call Veh# 462	\$2,474.98			
	16563		05/20/2021		Fleet - Service Call Veh# 403	\$2,379.98			
	16562		05/20/2021		Fleet - Service Call Veh# 468	\$794.42			
728052	06/04/2021	Open			Accounts Payable	MAKAI SOLUTIONS	\$483.60		
	Invoice		Date		Description	Amount			
	1903		05/20/2021		Fleet: annual safety lift inspections	\$483.60			
728053	06/04/2021	Open			Accounts Payable	MAMI WEBER	\$840.00		
	Invoice		Date		Description	Amount			
	Mami-03		06/01/2021		Mami Weber Spring 2021	\$840.00			
728054	06/04/2021	Open			Accounts Payable	MICHELE WESTLAKEN	\$154.00		
	Invoice		Date		Description	Amount			
	060121		06/01/2021		Feldenkrais (5.4-5.25) 11 students	\$154.00			
728055	06/04/2021	Open			Accounts Payable	NAPA AUTO PARTS #388	\$450.58		
	Invoice		Date		Description	Amount			
	638202		05/05/2021		Fleet: Supplies	\$273.96			
	636518		04/16/2021		Fleet: supplies	\$116.35			
	636687		04/19/2021		Fleet: supplies	\$60.27			

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728056	06/04/2021	Open			Accounts Payable	NOR CAL SIGNAL SUPPLY	\$25,343.63		
	Invoice		Date	Description		Amount			
	1066-1		05/27/2021	AV400 Solar FB System McClellan Rd Quote		\$5,128.23			
	1065-1		05/27/2021	CPRTNO 02102021-1					
	1064-1		05/27/2021	AV400 Solar FB System McClellan & orange Quote		\$5,179.45			
	1063-1		05/27/2021	CPRTNO 02102021-2					
				AV400 Solar FB System McClellan & Byrne Quote		\$5,179.45			
				CPRTNO 02112021					
				Solar RRFB Systems @ Cupertino HS, Sedgewick,		\$9,856.50			
				Tantau/Barnhard					
728057	06/04/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$6,763.17		
	Invoice		Date	Description		Amount			
	2591-135594		05/05/2021	Fleet: Autel MSultra Ultra Tablet		\$6,528.01			
	2591-135664		05/06/2021	Fleet: Auto Parts		\$31.57			
	2591-137744		05/17/2021	Fleet: Auto Parts		\$123.00			
	2591-132344		04/19/2021	Fleet: Auto Parts		\$80.59			
728058	06/04/2021	Open			Accounts Payable	PACIFIC COAST TRANE SERV	\$51,295.25		
	Invoice		Date	Description		Amount			
	J18962		05/31/2021	Facilities - Community Hall & Library Energy System Upgrade		\$51,295.25			
728059	06/04/2021	Open			Accounts Payable	READYREFRESH BY NESTLE	\$2,180.42		
	Invoice		Date	Description		Amount			
	11E0027344639		05/08/2021	City Hall Employee Drinking Water		\$40.92			
	11E0027344597		05/08/2021	Service Center - Bottled Water COVID		\$2,139.50			
728060	06/04/2021	Open			Accounts Payable	RODAN BUILDERS, INC.	\$634,690.81		
	Invoice		Date	Description		Amount			
	7		05/06/2021	Library Expansion Design/Build Payment #7		\$6,216.56			
	2C		04/30/2021	Library Expansion Construction Phase through 4.30.21		\$344,891.79			
	1C		05/04/2021	Library Expansion Construction Payment through 3.31.2021		\$283,582.46			
728061	06/04/2021	Open			Accounts Payable	SAN JOSE WATER COMPANY	\$72,395.36		
	Invoice		Date	Description		Amount			
	Import - 883062		05/03/2021	0067500000-4 - Oro Grande PL LS		\$257.26			
	Import - 883063		04/27/2021	0068410000-1 - 22221 McClellan 8302		\$726.46			
	Import - 883064		04/27/2021	0134100000-6 - 8303 Memorial Park		\$4,141.83			
	Import - 883067		04/27/2021	0345710000-0 - Alderbrook Ln.FS		\$117.79			
	Import - 883068		04/27/2021	0573900000-7 - 22120 Stevens Creek Blvd		\$86.40			
	Import - 883069		04/27/2021	0677310000-0 - 10300 Torre Ave LS (Comm.Hall)		\$705.96			
	Import - 883070		05/03/2021	0879200000-5 - Stelling Rd. LS		\$706.74			
	Import - 883071		04/27/2021	1198300000-8 - 21979 San Fernando Ave. 6620		\$224.06			
	Import - 883072		04/27/2021	1250520000-1 - 6620 Blackberry/Snack		\$406.74			
	Import - 883073		04/27/2021	1332100000-5 - Hyde Avenue		\$1,045.69			
	Import - 883074		04/27/2021	1393820000-6 - Irrig SC/Stelling LS (Stev Crk Blvd)		\$111.59			
	Import - 883076		04/27/2021	1444810000-9 - Hyannisport Dr. LS		\$3,209.59			
	Import - 883079		05/03/2021	1731610000-1 - De Anza Blvd.S.		\$475.10			
	Import - 883080		04/27/2021	1735700000-3 - 8303 Memorial Park Restroom		\$259.58			
	Import - 883081		04/27/2021	1787904559-3 - 22221 McClellan 8302		\$242.09			
	Import - 883082		04/27/2021	1832500000-0 - Ruppell PL LS		\$1,447.19			
	Import - 883083		04/27/2021	1836700000-9 - 8322 Mary Mini Park		\$320.47			

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Import - 883084		04/27/2021		1987700000-0 - Alderbrook Ln LS		\$6,107.57		
	Import - 883085		04/27/2021		2228610000-7 - 21111 Stevens Crk LS		\$442.27		
	Import - 883086		04/27/2021		2243500000-9 - 10300 Ainsworth Dr.LS		\$2,558.48		
	Import - 883087		04/27/2021		2286120000-8 - 21251 Stevens Creek Blvd		\$73.90		
	Import - 883088		04/27/2021		2288800000-1 - 8306 Somerset Park		\$543.76		
	Import - 883090		04/27/2021		2649300000-9 - 10300 Torre Ave. FS (Comm.Hall)		\$117.79		
	Import - 883091		04/27/2021		2892070144-9 - 22221 McClellan 8320		\$147.80		
	Import - 883092		04/27/2021		2958510000-0 - 10555 Mary Ave.		\$142.04		
	Import - 883093		04/27/2021		2974010000-2 - 21251 Stevens Creek Blvd		\$432.12		
	Import - 883094		04/27/2021		2984810000-3 - 8504 Alves and Stelling		\$234.20		
	Import - 883095		05/04/2021		3156700000-0 - Prospect Rd.LS		\$257.26		
	Import - 883096		04/27/2021		3207400000-4 - 21710 McClellan 8312		\$1,964.72		
	Import - 883097		04/27/2021		3296700000-4 - Irrig SC/Stelling LS (Stev Crk Blvd)		\$71.00		
	Import - 883098		04/27/2021		3322910000-4 - 8306 Somerset Park(Stokes Ave)		\$224.06		
	Import - 883099		04/27/2021		3530520000-4 - 21111 Stev. Crk Blvd Teen Ctr		\$254.50		
	Import - 883101		04/27/2021		3612707315-7 - Stockmeir Ct		\$893.93		
	Import - 883102		04/27/2021		3673220000-5 - Stev.Crk/Cupertino Rd.		\$71.00		
	Import - 883103		04/26/2021		3688120000-4 - Mary Ave Footbridge		\$329.76		
	Import - 883105		04/27/2021		3746710000-6 - 21111 Stev.Crk BL FS		\$116.13		
	Import - 883106		04/27/2021		3841010000-2 - 8507 Monta Vista Park		\$254.50		
	Import - 883107		04/27/2021		3856110000-9 - 8322 Stella Estates		\$71.00		
	Import - 883109		04/26/2021		3872100000-8 - Park Canyon Oak Wy		\$408.07		
	Import - 883110		04/27/2021		3900520000-9 - 10300 Torre Ave		\$440.27		
	Import - 883111		04/27/2021		4012210000-7 - 22601 Voss Av 8304		\$2,565.50		
	Import - 883112		04/27/2021		4103020000-4 - 6620 Blackberry/Snack		\$503.17		
	Import - 883113		04/27/2021		4227520000-6 - 8303 Memorial Park		\$827.96		
	Import - 883114		05/03/2021		4242600000-8 - Irrigation-Median (Bollinger Rd)		\$144.03		
	Import - 883115		05/04/2021		4676110000-0 - Rainbow Dr.LS		\$180.05		
	Import - 883116		04/26/2021		5022148584-5 - 10301 Byrne Ave		\$86.40		
	Import - 883117		04/27/2021		5122900000-8 - Portable Meter		\$418.86		
	Import - 883118		04/28/2021		5237400000-9 - Dumas Dr, LS		\$4,506.73		
	Import - 883119		05/03/2021		5280181221-6 - S De Anza Bl (median irrigation)		\$144.03		
	Import - 883120		04/27/2021		5356310000-6 - 8322 Stev.Crk/Median		\$448.12		
	Import - 883121		05/03/2021		5461910000-8 - De Anza Blvd.S.		\$531.73		
	Import - 883124		04/27/2021		5778910000-5 - 8504 Quinlan Ln.FS		\$73.90		
	Import - 883125		04/27/2021		5835000000-4 - 8322 Stelling/Alves		\$150.74		
	Import - 883126		04/27/2021		5929210000-1 - 8322 Ann Arbor Ct		\$140.60		
	Import - 883127		04/27/2021		5948100000-4 - Emerg Irrig/Golf		\$6,396.10		
	Import - 883128		04/27/2021		5986710000-6 - 10300 Torre Ave. FS (Comm.Hall)		\$455.72		
	Import - 883129		04/27/2021		5997110000-9 - 7555 Barnhart Pl		\$2,900.74		
	Import - 883130		04/27/2021		6292600000-1 - 10800 Torre Ave LS		\$2,190.40		
	Import - 883131		04/27/2021		6296810000-8 - 8322 Stev.Crk Bl median		\$131.89		
	Import - 883132		04/27/2021		6405210000-1 - 8506 McClellan Ranch		\$121.74		
	Import - 883133		04/27/2021		6578520000-0 - 8322 Foothill/Alpine LS		\$140.60		
	Import - 883134		04/27/2021		6730700000-9 - 21975 San Fernando Av		\$197.87		
	Import - 883135		04/27/2021		6756510000-4 - Yorkshire Dr.LS		\$5,241.61		
	Import - 883136		04/27/2021		6788620000-4 - 10555 Mary Ave. 8503		\$269.72		
	Import - 883137		04/26/2021		6875120000-4 - 21979 San Fernando Av		\$167.38		
	Import - 883138		04/27/2021		6907100000-9 - Alderbrook Ln		\$199.21		
	Import - 883139		04/27/2021		6935200000-9 - 8303 Memorial Park		\$4,766.04		

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	Import - 883140		04/27/2021		6973320000-5 - 8301 Linda Vista PK1		\$239.27		
	Import - 883141		04/27/2021		7036000000-7 - 85 Stev.Crk/Mary LS		\$140.60		
	Import - 883143		04/27/2021		7054200000-8 - 8322 Phar Lap LS		\$43.20		
	Import - 883144		04/26/2021		7112900000-7 - Oak Valley Rd		\$253.64		
	Import - 883145		04/27/2021		7495200000-3 - 10300 Torre Ave FS		\$117.79		
	Import - 883146		04/26/2021		7523510000-7 - Oak Valley Road LS		\$238.41		
	Import - 883147		04/27/2021		7630410000-1 - Salem Av.LS		\$140.60		
	Import - 883149		05/04/2021		7808300000-6 - Irrigation-Median (Westlynn Wy)		\$185.20		
	Import - 883150		04/27/2021		7930000000-1 - 8322 Stelling/Christensen Dr.		\$160.89		
	Import - 883151		04/27/2021		8006810000-9 - 10450 Mann Dr		\$43.20		
	Import - 883152		04/27/2021		8065700000-8 - Peninsula and Fitzgerald Is		\$53.34		
	Import - 883154		04/27/2021		8270010000-9 - Janice Ave.LS		\$229.12		
	Import - 883155		04/27/2021		8287220000-9 - 8322 Stevens Cr/San Antonio Ls		\$106.52		
	Import - 883156		04/27/2021		8427420000-9 - 8322 Foothill/Vista Knoll		\$140.60		
	Import - 883157		04/27/2021		8549600000-2 - Bubbs Rd.LS		\$1,855.81		
	Import - 883159		04/27/2021		8647520000-1 - 10555 Mary Ave/Corp Yard FS		\$190.02		
	Import - 883160		04/27/2021		8755010000-9 - 10455 Miller Ave/Creekside		\$429.98		
	Import - 883161		04/27/2021		8879620000-9 - 8504 Christensen Dr		\$229.12		
	Import - 883162		04/27/2021		8886800000-6 - 8301 Linda Vista PK2		\$224.06		
	Import - 883163		04/27/2021		9118810000-1 - 21121 Stevens Ck Bl Ls		\$326.86		
	Import - 883165		04/27/2021		9377600000-7 - 8307 Varian Park		\$1,710.98		
	Import - 883167		05/04/2021		9511610000-9 - Donegal Dr.		\$92.76		
	Import - 883170		05/03/2021		9705420000-7 - 10300 Torre Avenue Ls		\$469.95		
	Import - 883173		04/27/2021		9824500000-9 - 8322 Irrig SC/Stelling		\$231.93		
728062	06/04/2021	Open			Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	\$2,317.78		
	Invoice		Date		Description		Amount		
	189-1106474		05/14/2021		Fleet: tires		\$1,649.82		
	189-1106576		05/27/2021		Fleet: Tires		\$667.96		
728063	06/04/2021	Open			Accounts Payable	UNITED SITE SERVICES INC.	\$1,224.68		
	Invoice		Date		Description		Amount		
	114-11889791		04/26/2021		Facilities - Jollyman Park Porta Potty		\$901.09		
	114-11957232		05/13/2021		portable toilet at compost site		\$323.59		
728064	06/04/2021	Open			Accounts Payable	VERIZON WIRELESS	\$6,928.19		
	Invoice		Date		Description		Amount		
	9879060815-0		05/04/2021		4082025208 Bill Bridge		\$27.88		
	9879060815-1		05/04/2021		4082060538 Quinton Adams		\$51.46		
	9879060815-2		05/04/2021		4085152301 Vanessa Guerra		\$29.05		
	9879060815-3		05/04/2021		4085683911 Jonathan Ferrante WWP		\$38.01		
	9879060815-4		05/04/2021		4085686465 Beth Ebben 1		\$38.01		
	9879060815-5		05/04/2021		4085994937 Ursula Syrova		\$38.01		
	9879060815-6		05/04/2021		4086008560 Angela Tsui		\$31.23		
	9879060815-7		05/04/2021		4086052546 Jerry Anderson		\$38.01		
	9879060815-8		05/04/2021		4086053078 Quinton MiFi		\$38.01		
	9879060815-9		05/04/2021		4086053905 Andrew Schmitt MiFi 2		\$38.01		
	9879060815-10		05/04/2021		4086092453 Amanda Hui		\$26.25		
	9879060815-11		05/04/2021		10062640600642 Bbf Square		\$38.01		
	9879060815-12		05/04/2021		4086094188 Alfredo Alegria		\$38.01		
	9879060815-13		05/04/2021		4086094367 Brandon Morales		\$38.01		

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	9879060815-14		05/04/2021	4086098711	Ralph Aguinaga		\$38.01		
	9879060815-15		05/04/2021	4086098796	Frank Villa		\$38.01		
	9879060815-16		05/04/2021	4086098826	Domingo Santos		\$38.01		
	9879060815-17		05/04/2021	4086100601	Paul Tognetti		\$53.24		
	9879060815-18		05/04/2021	4086288745	Ken Tanase		\$38.01		
	9879060815-19		05/04/2021	4086300900	Curtis Bloomquist		\$38.01		
	9879060815-21		05/04/2021	4086424263	Alex Wykoff/IT Wireless		\$38.01		
	9879060815-22		05/04/2021	4082067434	Albert Salvador		\$58.62		
	9879060815-23		05/04/2021	4086424504	Kevin Green		\$38.01		
	9879060815-24		05/04/2021	4086558680	Jeff Trybus		\$51.46		
	9879060815-25		05/04/2021	4086558685	Alex Wykoff		\$35.24		
	9879060815-26		05/04/2021	4086875821	Jonathan Williams		\$38.01		
	9879060815-27		05/04/2021	4086879445	Frankie De Leon		\$38.01		
	9879060815-28		05/04/2021	4086879854	John Ramos		\$38.01		
	9879060815-29		05/04/2021	4086881613	Ricardo Alvarez		\$38.01		
	9879060815-30		05/04/2021	4086886252	Benjamin Fu		\$29.18		
	9879060815-31		05/04/2021	4088572355	Alex Corbalis		\$25.22		
	9879060815-32		05/04/2021	4086912466	Kane Wolfe		\$307.56		
	9879060815-34		05/04/2021	4082067512	Tracy Ayala/ Fleet/Mechanic Shop		\$38.01		
	9879060815-35		05/04/2021	4087070987	Richard Banda		\$38.01		
	9879060815-36		05/04/2021	4087613636	Zach Korach		\$51.46		
	9879060815-37		05/04/2021	4087810290	Danile Barone		\$38.01		
	9879060815-38		05/04/2021	4087810663	Nick Alvarez		\$38.01		
	9879060815-39		05/04/2021	4087810799	Brad Alexander Street Division #3		\$38.01		
	9879060815-40		05/04/2021	4087811340	John Stiher		\$38.01		
	9879060815-41		05/04/2021	4087813499	Jennifer Chu		\$38.01		
	9879060815-42		05/04/2021	4087814139	Julia Kinst		\$38.01		
	9879060815-43		05/04/2021	4082093255	Quinton Adams iPad		\$38.01		
	9879060815-44		05/04/2021	4087814360	Paul Tognetti		\$38.01		
	9879060815-45		05/04/2021	4087816411	Compost Site		\$0.23		
	9879060815-46		05/04/2021	4088289819	Kerri Heusler		\$51.00		
	9879060815-48		05/04/2021	4088573211	Kim Frey		\$17.49		
	9879060815-49		05/04/2021	4088919008	Park Ranger Corridor		\$26.61		
	9879060815-50		05/04/2021	4088919503	Rachelle Sander		\$27.56		
	9879060815-51		05/04/2021	4088919971	Jindy Garfias		\$38.01		
	9879060815-52		05/04/2021	4087907036	Pete		\$24.44		
	9879060815-53		05/04/2021	4087907039	Robert Kim		\$23.63		
	9879060815-54		05/04/2021	4087907045	Rei		\$24.14		
	9879060815-55		05/04/2021	4088921486	Iqraam Nabi		\$50.42		
	9879060815-56		05/04/2021	4082340189	Bill MiFi/IT Departmnet MiFi		\$38.01		
	9879060815-57		05/04/2021	4088925553	Albert Salvador		\$38.01		
	9879060815-58		05/04/2021	4085408405	Jose Martinez		\$42.81		
	9879060815-59		05/04/2021	4089660471	Brian Gathers MiFi		\$38.01		
	9879060815-60		05/04/2021	6502794300	Deborah Feng		\$567.20		
	9879060815-61		05/04/2021	4082340843	Sustainability iPad		\$38.01		
	9879060815-62		05/04/2021	4082340978	Infrastructure Department		\$38.01		
	9879060815-63		05/04/2021	4082341270	Jonathan Ferrante Medians Group #1		\$38.01		
	9879060815-64		05/04/2021	4082344724	Building Attendants Quinlan		\$25.22		
	9879060815-65		05/04/2021	4082025384	Travis Warner		\$38.01		
	9879060815-66		05/04/2021	4082348494	Roger Lee		\$103.18		

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	9879060815-67		05/04/2021	4083090340	Piu Ghosh		\$39.88		
	9879060815-68		05/04/2021	4083092693	Paul Tognetti		\$38.01		
	9879060815-69		05/04/2021	4083095709	Nicole Lee		\$38.01		
	9879060815-70		05/04/2021	4083097042	Kristina Alfaro		\$25.22		
	9879060815-71		05/04/2021	4083097640	Bob Sabich		\$37.60		
	9879060815-72		05/04/2021	4083098401	Paul Sapudar		\$38.01		
	9879060815-73		05/04/2021	4083099252	Antonio Torrez		\$40.55		
	9879060815-74		05/04/2021	4083130045	Roberto Montez		\$38.01		
	9879060815-75		05/04/2021	4083131148	Toan Quach		\$33.42		
	9879060815-76		05/04/2021	4083133558	Street Tree Maintenance #3		\$38.01		
	9879060815-77		05/04/2021	4083134364	Street Tree Maintenance #4		\$38.01		
	9879060815-78		05/04/2021	4083135321	Paul Sapudar		\$38.01		
	9879060815-79		05/04/2021	4083136943	Travis Warner		\$38.01		
	9879060815-80		05/04/2021	4083144452	HazMat/S. Tognetti		\$40.38		
	9879060815-81		05/04/2021	4083146637	Sean Hatch/ Phoung D		\$47.76		
	9879060815-82		05/04/2021	4083149200	Victoria Morin		\$38.01		
	9879060815-83		05/04/2021	4083153044	Jonathan Ferrante		\$60.51		
	9879060815-84		05/04/2021	4083156764	Rachelle Sander Mifi		\$38.01		
	9879060815-85		05/04/2021	4083158165	Brian Gathers		\$38.01		
	9879060815-86		05/04/2021	4083161283	Bill Mitchell		\$38.01		
	9879060815-87		05/04/2021	4083162067	Paul O Sullivan		\$32.34		
	9879060815-88		05/04/2021	4083167320	Gulu Sakhrani		\$38.01		
	9879060815-89		05/04/2021	4083133344	Brian Babcock		\$36.22		
	9879060815-90		05/04/2021	4083182012	Kane Wolfe		\$38.01		
	9879060815-91		05/04/2021	4083187365	Bob Sabich		\$38.01		
	9879060815-92		05/04/2021	4083188726	Jason Fauth		\$38.01		
	9879060815-93		05/04/2021	4082053349	Senior Ctr/Rafael		\$46.85		
	9879060815-94		05/04/2021	4083344885	Michael Kimball		\$38.01		
	9879060815-95		05/04/2021	4083349082	Sean Hatch/ City of Cupertino		\$38.49		
	9879060815-96		05/04/2021	4083408060	Nidhi Mathur		\$38.01		
	9879060815-97		05/04/2021	4083408128	Lori Baumgartner		\$38.01		
	9879060815-98		05/04/2021	4083408564	Portal Park		\$38.01		
	9879060815-99		05/04/2021	4083408648	Chad Mosley		\$38.01		
	9879060815-101		05/04/2021	4082054541	Iqraam Nabi		\$38.01		
	9879060815-102		05/04/2021	4084407136	Andy Badal		\$38.01		
	9879060815-103		05/04/2021	4084601821	Ty Bloomquist		\$80.92		
	9879060815-104		05/04/2021	4084664450	TOC Oncall		\$38.01		
	9879060815-105		05/04/2021	4084664906	Kerri Heusler Housing Planner		\$38.01		
	9879060815-106		05/04/2021	4084721568	David Stillman		\$51.46		
	9879060815-107		05/04/2021	4084726522	Jose Martinez		\$38.01		
	9879060815-108		05/04/2021	4084726541	John Raaymakers		\$38.01		
	9879060815-109		05/04/2021	4084727011	Ty Bloomquist		\$38.01		
	9879060815-110		05/04/2021	4084727295	Antonio Torrez		\$38.01		
	9879060815-111		05/04/2021	4084727857	Paul O'Sullivan		\$38.01		
	9879060815-112		05/04/2021	4082054849	Brandon Martinez		\$38.01		
	9879060815-113		05/04/2021	4084727927	Bill Mitchell		\$38.01		
	9879060815-114		05/04/2021	4084728289	Jonathan Ferrante WWP		\$1.01		
	9879060815-115		05/04/2021	4084729907	Manuel Barragan		\$51.46		
	9879060815-116		05/04/2021	4084781999	James Lee		\$34.87		
	9879060815-117		05/04/2021	4084825991	Benjamin Fu		\$38.01		

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	9879060815-118		05/04/2021	4084826096	Marc Labrie		\$38.01		
	9879060815-119		05/04/2021	4084833215	Teri Gerhardt		\$38.01		
	9879060815-120		05/04/2021	4084835672	M. Jonathan Ferrante		\$38.01		
	9879060815-121		05/04/2021	4084837859	Shawn Tognetti		\$38.01		
	9879060815-122		05/04/2021	4082055866	Domingo Trujillo		\$38.01		
	9879060815-123		05/04/2021	4084837997	James Lee Ipad		\$38.01		
	9879060815-124		05/04/2021	4084839976	On Call Service Center		\$41.01		
	9879060815-125		05/04/2021	4084892932	Ross Slaney		\$38.01		
	9879060815-126		05/04/2021	4084893224	Dianne Thompson		\$33.80		
	9879060815-127		05/04/2021	4084898336	Beth Ebben 2		\$38.01		
	9879060815-128		05/04/2021	4084899309	Jonathan Ferrante		\$38.01		
	9879060815-129		05/04/2021	4084899310	Kevin Rieden		\$38.01		
	9879060815-130		05/04/2021	4084933534	Jonathan Ferrante Median Crew 2		\$38.01		
	9879060815-131		05/04/2021	4084933543	Frank Villa		\$62.01		
	9879060815-132		05/04/2021	4084959234	Thomas Chin		\$40.65		
	9879060815-133		05/04/2021	4082056589	Street Lights		\$40.01		
	9879060815-134		05/04/2021	4084973338	Marc Labrie		\$10.15		
	9879060815-135		05/04/2021	4084973691	Sean Filbeck		\$38.01		
	9879060815-136		05/04/2021	4084974686	Cliff Mabutas		\$38.01		
	9879060815-137		05/04/2021	4084974862	Jeff Trybus/IT Wireless		\$38.01		
	9879060815-138		05/04/2021	4084977220	Colleen Ferris iPad		\$38.01		
	9879060815-139		05/04/2021	4084978714	Joanne Magrini		\$37.51		
	9879060815-140		05/04/2021	4084979307	David Stillman		\$38.01		
	9879060815-141		05/04/2021	4085100198	Gilee Corral		\$38.01		
	9879060815-142		05/04/2021	4085100622	Susan Michael		\$51.32		
	9879060815-143		05/04/2021	4085109158	Winnie Pagan		\$38.01		
	9879060815-144		05/04/2021	4154256339	Kirsten Squarcia		\$73.01		
	9879060815-145		05/04/2021	4082043449	Rei Delgado		\$38.01		
	9879060815-146		05/04/2021	4083403184	Peter Coglianese		\$38.01		
	9879060815-147		05/04/2021	4083403387	Robert Kim		\$38.01		
	9879060815-148		05/04/2021	4089633875	Robert Kim		\$38.01		
	9879060815-152		05/04/2021	4086301388	Monica Diaz		\$455.45		
	9879060815-151		05/04/2021	4084826096	Monica Diaz		\$11.41		
	9879060815-149		05/04/2021	4083181635	Brian Babcock		\$38.20		
	9879060815-150		05/04/2021	4083139250	Lisa Maletis Massey/ Kim Lunt?		\$38.01		
728065	06/04/2021	Open			Accounts Payable	WEST-LITE SUPPLY CO INC	\$2,312.33		
	Invoice		Date	Description		Amount			
	9329DH		05/11/2021	Facilities: underwater fountain lights		\$2,312.33			
728066	06/04/2021	Open			Accounts Payable	10191 SANTA CLARA INVESTORS, LLC	\$21,800.00		
	Invoice		Date	Description		Amount			
	219952		06/01/2021	10191 SANTA CLARA AVE, FP & L&M BOND, 219952		\$21,800.00			
728067	06/04/2021	Open			Accounts Payable	DEVCON CONSTRUCTION INCORPORATED	\$419.00		
	Invoice		Date	Description		Amount			
	274775		05/26/2021	REFUND 10475 BANDLEY DR BLD-2021-0007 WITHDRAWN		\$419.00			

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728068	06/04/2021	Open			Accounts Payable	HEATING AND AIR DESIGN	\$155.00		
	Invoice		Date	Description		Amount			
	11720		06/03/2021	HEATING AND AIR DESIGN BL refund		\$155.00			
728069	06/04/2021	Open			Accounts Payable	Kabir, Ken	\$675.00		
	Invoice		Date	Description		Amount			
	Kabir06022021		06/02/2021	Security Deposit Refund for 10455 Torre Ave Tenant		\$675.00			
728070	06/04/2021	Open			Accounts Payable	MA MA CHEN'S KITCHEN CORP.	\$51.88		
	Invoice		Date	Description		Amount			
	11712		06/03/2021	MA MA CHEN'S KITCHEN CORP. BL refund		\$51.88			
Type Check Totals:							\$904,394.20		
EFT									
31766	06/01/2021	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$39,592.48		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	CA State Tax pp 5/8/21-5/21/21		\$39,592.48			
31767	06/01/2021	Open			Accounts Payable	IRS	\$129,275.09		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	Federal Tax pp 5/8/21-5/21/21		\$129,275.09			
31768	06/03/2021	Open			Accounts Payable	P E R S	\$151,870.18		
	Invoice		Date	Description		Amount			
	05212021		05/21/2021	PERS pp 5/8/21-5/21/21		\$151,870.18			
31769	06/03/2021	Open			Accounts Payable	P E R S	\$552.08		
	Invoice		Date	Description		Amount			
	05012021		05/21/2021	PERS Council pp 5/1/21-5/31/21		\$552.08			
31771	06/04/2021	Open			Accounts Payable	ABAG POWER- ASSOCIATION OF BAY AREA GOVERNMENTS	\$3,235.98		
	Invoice		Date	Description		Amount			
	AR025725		06/01/2021	FY19-20 TRUE-UP ALLOCATION FY21-LEVELIZED CHARGE-NAT GAS		\$3,235.98			
31772	06/04/2021	Open			Accounts Payable	ALESHIRE & WYNDER, LLP	\$59,255.00		
	Invoice		Date	Description		Amount			
	61645		04/16/2021	Outside Professional Services, March 2021		\$7,525.00			
	61880		04/30/2021	Legal Services, March 2021		\$51,730.00			
31773	06/04/2021	Open			Accounts Payable	ALTEC INDUSTRIES INC	\$428.66		
	Invoice		Date	Description		Amount			
	11656192		05/24/2021	Fleet - Placards		\$57.24			
	11658497		05/26/2021	Fleet - Bood Saddle Support, Rest, Placard		\$371.42			
31774	06/04/2021	Open			Accounts Payable	CSG CONSULTANTS, INC.	\$4,080.00		
	Invoice		Date	Description		Amount			
	36577		05/14/2021	Short Term Rental Enforcement 03/2021 & 04/2021		\$4,080.00			
31775	06/04/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$279.64		
	Invoice		Date	Description		Amount			
	259793		05/26/2021	Grounds - PVC Pipe		\$279.64			

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31776	06/04/2021	Open			Accounts Payable	DAVID J. POWERS & ASSOCIATES, INC.	\$3,465.92		
	Invoice		Date	Description		Amount			
	26673		05/26/2021	20-184 Regnart Creek Trail Wildlife Mitigation		\$3,465.92			
31777	06/04/2021	Open			Accounts Payable	DEBORAH KAY HALL	\$306.00		
	Invoice		Date	Description		Amount			
	060121		06/01/2021	Beading (5.6-5.27) 9 enrolled		\$306.00			
31778	06/04/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP	\$168.26		
	Invoice		Date	Description		Amount			
	S5254584.001		05/17/2021	Facilities - Supplies		\$168.26			
31779	06/04/2021	Open			Accounts Payable	FEHR & PEERS ASSOC INC	\$8,449.98		
	Invoice		Date	Description		Amount			
	145400		05/09/2021	LOS to VMT Transition Svcs. through 032721-043021		\$8,449.98			
31780	06/04/2021	Open			Accounts Payable	GRACE DUVAL	\$164.00		
	Invoice		Date	Description		Amount			
	May		06/02/2021	payment for May zoom classes		\$164.00			
31781	06/04/2021	Open			Accounts Payable	GRAINGER INC	\$1,225.40		
	Invoice		Date	Description		Amount			
	9909160757		05/21/2021	Fleet - Earplugs Earmuffs		\$228.48			
	9907597489		05/20/2021	Facilities - Connector Removal Tool		\$27.15			
	9917296841		05/28/2021	Facilities - Supplies		\$669.06			
	9915025754		05/27/2021	Facilities - Striplight		\$300.71			
31782	06/04/2021	Open			Accounts Payable	JULIA KINST	\$55.00		
	Invoice		Date	Description		Amount			
	JuliaK05192021		05/19/2021	Cell Phone Reimbursement 042021-051921		\$55.00			
31783	06/04/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$441.42		
	Invoice		Date	Description		Amount			
	8920264		05/27/2021	Fleet - Supplies		\$441.42			
31784	06/04/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES, INC.	\$30,912.50		
	Invoice		Date	Description		Amount			
	18794353		05/27/2021	Bollinger Rd Corridor Safety Study through 043021		\$8,375.00			
	18846893		05/26/2021	2021-12 De Anza Blvd/McClellan Rd - Pacifica Dr		\$22,537.50			
31785	06/04/2021	Open			Accounts Payable	OLM RECYCLING SERVICES LLC	\$289.00		
	Invoice		Date	Description		Amount			
	3634		05/25/2021	Streets: ewaste recycle		\$289.00			
31786	06/04/2021	Open			Accounts Payable	PLACEWORKS, INC	\$9,804.75		
	Invoice		Date	Description		Amount			
	75277		04/30/2021	CWP Enviro Services-Cupertino Objective Environmental Services		\$9,804.75			
31787	06/04/2021	Open			Accounts Payable	Raaymakers , John	\$55.00		
	Invoice		Date	Description		Amount			
	JohnR05192021		05/19/2021	Cell Phone Reimbursement 042021-051921		\$55.00			

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31788	06/04/2021	Open			Accounts Payable	RICHARD YAU	\$5,250.00		
	Invoice		Date	Description		Amount			
	2103		05/28/2021	Bubb Rd Improv., Bike Plan Implem. & SCB Bikeway Ph. 1		\$5,250.00			
31789	06/04/2021	Open			Accounts Payable	SABRO COMMUNICATIONS, INC.	\$14,580.00		
	Invoice		Date	Description		Amount			
	2406-C		05/24/2021	Service Center Camera Cabling		\$14,580.00			
31790	06/04/2021	Open			Accounts Payable	SAFETY COMPLIANCE MANAGEMENT, INC.	\$695.00		
	Invoice		Date	Description		Amount			
	3513		05/17/2021	Service Center - Heat Illness Prevention Training		\$695.00			
31791	06/04/2021	Open			Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP	\$51,618.63		
	Invoice		Date	Description		Amount			
	272641		04/27/2021	Legal Services, March 2021		\$51,618.63			
31792	06/04/2021	Open			Accounts Payable	Snapology of Los Gatos	\$480.00		
	Invoice		Date	Description		Amount			
	Snapology-04		06/01/2021	Snapology Spring Camps 2021 - Payment 2		\$480.00			
31793	06/04/2021	Open			Accounts Payable	SUNNYVALE FORD	\$777.16		
	Invoice		Date	Description		Amount			
	FOCS829827		05/13/2021	Fleet: VIN B25148 alignment		\$139.95			
	FOCS828999		05/05/2021	Fleet: VIN C12594 alignment		\$637.21			
31794	06/04/2021	Open			Accounts Payable	SUPERCO SPECIALTY PRODUCTS	\$28.03		
	Invoice		Date	Description		Amount			
	PSI395198		05/07/2021	Streets - Med Gloves		\$28.03			
31795	06/04/2021	Open			Accounts Payable	THERMAL MECHANICAL, INC.	\$12,841.52		
	Invoice		Date	Description		Amount			
	81964		04/30/2021	Facilities - Sports Center Annual HVAC Service		\$1,485.25			
	81965		04/30/2021	Facilities - Community Hall Annual HVAC Service		\$2,915.87			
	81966		04/30/2021	Facilities - City Hall Annual HVAC Service		\$3,745.90			
	81967		04/30/2021	Facilities - Library Annual HVAC Service		\$3,658.50			
	81979		04/30/2021	Facilities - Library Emergency Boiler Troubleshooting		\$1,036.00			
31796	06/04/2021	Open			Accounts Payable	WESTERN SITE SERVICES LLC.	\$363.00		
	Invoice		Date	Description		Amount			
	27949		05/28/2021	Grounds - BBF Hand Sanitizer Station COVID		\$121.00			
	27799		05/21/2021	Grounds - Hand Sanitizer Rental COVID		\$242.00			
Type EFT Totals:							\$530,539.68		
Main Account - Main Checking Account Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$904,394.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$904,394.20	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 5/29/2021 - To Payment Date: 6/4/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	30	\$530,539.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	30	\$530,539.68	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	62	\$1,434,933.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	62	\$1,434,933.88	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	32	\$904,394.20	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	32	\$904,394.20	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
					Open	30	\$530,539.68	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	30	\$530,539.68	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	62	\$1,434,933.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	62	\$1,434,933.88	\$0.00	

Approved: Beth Viajar

06.07.2021



CITY OF CUPERTINO

Agenda Item

21-9612

Agenda Date: 7/20/2021
Agenda #: 16.

Subject: Accept Accounts Payable for the period ending June 14, 2021

Adopt Resolution No. 21-065 accepting Payable for the period ending June 14, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

June 14, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
728071	06/11/2021	Open			Accounts Payable	ABLE SEPTIC TANK SERVICE	\$5,932.00		
	Invoice		Date	Description		Amount			
	AFR-21-121		05/20/2021	Emergency cleanup of debris caused by Recology truck fire		\$5,932.00			
728072	06/11/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$447.28		
	Invoice		Date	Description		Amount			
	45728		06/03/2021	Business Cards-Monica Diaz,Brianne Reyes,Victoria Ortiz,Gabriel		\$447.28			
728073	06/11/2021	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	\$100.00		
	Invoice		Date	Description		Amount			
	337207-210601		06/03/2021	APA Membership for Brianne Reyes - AICP dues		\$100.00			
728074	06/11/2021	Open			Accounts Payable	AT&T	\$11,889.41		
	Invoice		Date	Description		Amount			
	000016158806-2		03/12/2021	City Clerk		\$24.23			
	000016158806-23		03/12/2021	BBF Golf		\$451.15			
	000016158806-39		03/12/2021	Service Center Adm.		\$21.83			
	000016158806-40		03/12/2021	City Hall		\$833.87			
	000016158806-41		03/12/2021	Service Center		\$99.10			
	000016158806-44		03/12/2021	Monta Vista		\$553.41			
	000016158806-45		03/12/2021	Wilson Park		\$23.49			
	000016158806-51		03/12/2021	Street Maintenance		\$23.70			
	000016158806-52		03/12/2021	City Hall 2343448559849 - circuit/IP services		\$1,047.24			
	000016158806-58		03/12/2021	BBF 2343448559849 - circuit/IP services		\$415.19			
	000016158806-59		03/12/2021	Nature Program 2343448559849 - circuit/IP services		\$415.19			
	000016305021- 2		04/12/2021	City Clerk		\$24.40			
	000016305021- 23		04/12/2021	BBF Golf		\$451.15			
	000016305021- 39		04/12/2021	Service Center Adm.		\$21.83			
	000016305021- 40		04/12/2021	City Hall		\$659.64			
	000016305021- 41		04/12/2021	Service Center		\$97.56			
	000016305021- 44		04/12/2021	Monta Vista		\$553.41			
	000016305021- 45		04/12/2021	Wilson Park		\$23.49			
	000016305021- 51		04/12/2021	Street Maintenance		\$23.63			
	000016305021- 52		04/12/2021	City Hall 2343448559849 - circuit/IP services		\$1,047.24			
	000016305021- 58		04/12/2021	BBF 2343448559849 - circuit/IP services		\$415.19			
	000016305021- 59		04/12/2021	Nature Program 2343448559849 - circuit/IP services		\$415.19			
	000016445130- 2		05/12/2021	City Clerk		\$24.90			
	000016445130- 22		05/12/2021	BBF Office		\$509.92			
	000016445130- 23		05/12/2021	BBF Golf		\$451.15			
	000016445130- 39		05/12/2021	Service Center Adm.		\$22.17			
	000016445130- 40		05/12/2021	City Hall		\$661.04			
	000016445130- 41		05/12/2021	Service Center		\$100.26			
	000016445130- 44		05/12/2021	Monta Vista		\$553.41			
	000016445130- 45		05/12/2021	Wilson Park		\$23.83			
	000016445130- 51		05/12/2021	Street Maintenance		\$23.98			
	000016445130- 52		05/12/2021	City Hall 2343448559849 - circuit/IP services		\$1,047.24			
	000016445130- 58		05/12/2021	BBF 2343448559849 - circuit/IP services		\$415.19			

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	000016445130- 59		05/12/2021		Nature Program 2343448559849 - circuit/IP services		\$415.19		
728075	06/11/2021	Open			Accounts Payable	AVOCETTE TECHNOLOGIES INC.	\$1,105.00		
	Invoice		Date		Description	Amount			
	2105CU1		05/31/2021		Support Services Contract for Accela Automation May 2021	\$1,105.00			
728076	06/11/2021	Open			Accounts Payable	BEAR ELECTRICAL SOLUTIONS, INC.	\$9,500.00		
	Invoice		Date		Description	Amount			
	12957		06/02/2021		Streets - Pole 8348 Randy Lane	\$9,500.00			
728077	06/11/2021	Open			Accounts Payable	BURR PLUMBING AND PUMPING INC	\$338.86		
	Invoice		Date		Description	Amount			
	106784		05/20/2021		SO #3 Creekside Park Drinking Fountain Repair	\$338.86			
728078	06/11/2021	Open			Accounts Payable	CINTAS CORPORATION	\$1,726.14		
	Invoice		Date		Description	Amount			
	1902196683		05/19/2021		Fleet - Gloves	\$305.20			
	4086578562		06/08/2021		UNIFORMS SAFETY APPAREL	\$1,420.94			
728079	06/11/2021	Open			Accounts Payable	CITY DATA SERVICES LLC	\$1,050.00		
	Invoice		Date		Description	Amount			
	2112		05/15/2021		CDS Monthly Maintenance 2021 April - June	\$1,050.00			
728080	06/11/2021	Open			Accounts Payable	Community Health Charities of California	\$20.00		
	Invoice		Date		Description	Amount			
	06042021		06/04/2021		Community Health Charities pp 5/22/21-6/4/21	\$20.00			
728081	06/11/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA	\$1,215,912.50		
	Invoice		Date		Description	Amount			
	1800077048		05/05/2021		Advance for Law Enforcement Svs (May 2021)	\$1,215,902.50			
	1800077158		05/19/2021		LIVE SCAN SERVICES APRIL 2021	\$10.00			
728082	06/11/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA CLERK - RECORDER	\$350.00		
	Invoice		Date		Description	Amount			
	EXC-2020-005		06/09/2021		Exempt Filing	\$50.00			
	R-2021-010		06/09/2021		Exempt Filing	\$50.00			
	RM-2021-010		06/09/2021		Exempt Filing	\$50.00			
	TR-2021-023		06/09/2021		Exempt Filing	\$50.00			
	R-2021-004		06/09/2021		Exempt Filing	\$50.00			
	R-2021-011		06/09/2021		Exempt Filing	\$50.00			
	TR-2020-014		06/09/2021		Exempt Filing	\$50.00			
728083	06/11/2021	Open			Accounts Payable	CUPERTINO CHAMBER OF COMMERCE	\$2,112.00		
	Invoice		Date		Description	Amount			
	12806		06/04/2021		I Love Cupertino website and database subscription Jan - June 20	\$2,112.00			
728084	06/11/2021	Open			Accounts Payable	DAVE STAHL PIANO SERVICE	\$210.00		
	Invoice		Date		Description	Amount			
	64211		06/04/2021		piano tuning for cupertino rm. piano	\$210.00			

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728085	06/11/2021	Open			Accounts Payable	DEPARTMENT OF JUSTICE	\$32.00		
	Invoice		Date	Description		Amount			
	507373		05/06/2021	Finger Print Apps April 2021	32.00	\$32.00			
728086	06/11/2021	Open			Accounts Payable	Ennis-Flint, Inc.	\$113.86		
	Invoice		Date	Description		Amount			
	242735A		01/09/2020	Streets - Invoice# 242735 Shorted Freight Charges		\$113.86			
728087	06/11/2021	Open			Accounts Payable	FEDEX	\$15.61		
	Invoice		Date	Description		Amount			
	7-378-69169		05/21/2021	Express Services		\$15.61			
728088	06/11/2021	Open			Accounts Payable	GRIFFIN PAINTING INC	\$1,380.00		
	Invoice		Date	Description		Amount			
	1213		04/14/2021	Facilities - Sports Center Painting		\$1,380.00			
728089	06/11/2021	Open			Accounts Payable	GYM PRECISION INC	\$2,597.29		
	Invoice		Date	Description		Amount			
	17528		05/24/2021	PM		\$195.00			
	17534		05/27/2021	reupholster pads		\$1,350.00			
	17535		05/27/2021	repairs for equipment		\$1,052.29			
728090	06/11/2021	Open			Accounts Payable	HOMESTEAD 76	\$1,559.32		
	Invoice		Date	Description		Amount			
	20190719 NEW		04/22/2021	Car wash 7/19/19-4/22/21		\$1,559.32			
728091	06/11/2021	Open			Accounts Payable	IDENTIFIX, INC.	\$1,428.00		
	Invoice		Date	Description		Amount			
	397070- 21		05/06/2021	FY21 Subscription Fleet software 5/6/21 - 5/6/22		\$1,428.00			
728092	06/11/2021	Open			Accounts Payable	INFINITY PRESS INC.	\$4,654.05		
	Invoice		Date	Description		Amount			
	221535		06/07/2021	CWP Leaf Blower - printing and mailing		\$4,654.05			
728093	06/11/2021	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM SAN JOSE INC.	\$504.14		
	Invoice		Date	Description		Amount			
	10301071		06/08/2021	Fleet: Auto Parts		\$504.14			
728094	06/11/2021	Open			Accounts Payable	INVARION, INC.	\$2,999.00		
	Invoice		Date	Description		Amount			
	INV-2191		06/08/2021	RapidPlan Multi-Machine License Upgrade		\$2,999.00			
728095	06/11/2021	Open			Accounts Payable	KELLY-MOORE PAINT CO INC	\$211.13		
	Invoice		Date	Description		Amount			
	808-00000810364		06/08/2021	Facilities: paint		\$211.13			
728096	06/11/2021	Open			Accounts Payable	KNORR SYSTEMS, INC.	\$1,567.14		
	Invoice		Date	Description		Amount			
	SI229485		04/14/2021	Facilities - BBF Pool Supplies		\$1,567.14			
728097	06/11/2021	Open			Accounts Payable	KOMPAN INC	\$528.83		
	Invoice		Date	Description		Amount			
	INV104899		06/04/2021	Grounds - Expansion Bolts		\$528.83			
728098	06/11/2021	Open			Accounts Payable	LESTER GILES MARKARIAN	\$1,485.00		
	Invoice		Date	Description		Amount			
	2021-06-02		06/02/2021	3 April Blacksmithing Classes at McClellan Ranch		\$1,485.00			

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728099	06/11/2021	Open			Accounts Payable	MAHAN AND SONS INC	\$1,400.00		
	Invoice		Date	Description		Amount			
	1840		06/01/2021	Grounds - May 2021 Maintenance		\$1,400.00			
728100	06/11/2021	Open			Accounts Payable	MISSION ACADEMY OF MUSIC	\$252.00		
	Invoice		Date	Description		Amount			
	MAM - 04		06/07/2021	MAM Spring 2021 Payment		\$252.00			
728101	06/11/2021	Open			Accounts Payable	MODERN OFFICE	\$2,751.00		
	Invoice		Date	Description		Amount			
	213170		06/04/2021	Facilities - QCC Front Desk		\$2,751.00			
728102	06/11/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$172.14		
	Invoice		Date	Description		Amount			
	106607		05/11/2021	Grounds - Gravel		\$74.12			
	106873		06/08/2021	Grounds: supplies		\$98.02			
728103	06/11/2021	Open			Accounts Payable	MUNICIPAL MAINTENANCE EQUIPMENT, INC	\$43,010.00		
	Invoice		Date	Description		Amount			
	0160312-IN		05/30/2021	Vactor Truck Rental, 2.1.2021-4.23.2021		\$43,010.00			
728104	06/11/2021	Open			Accounts Payable	NAPA AUTO PARTS #388	\$1,238.04		
	Invoice		Date	Description		Amount			
	639382		05/18/2021	Fleet - Tools		\$96.00			
	639882		05/24/2021	Fleet: auto parts		\$990.80			
	639919		05/24/2021	Fleet: Auto Parts		\$9.88			
	640056		05/26/2021	Fleet: Auto Parts		\$141.36			
728105	06/11/2021	Open			Accounts Payable	NETFILE, INC.	\$7,000.00		
	Invoice		Date	Description		Amount			
	7354		05/26/2021	Annual invoice for lobbyist platform (10/2/2021 - 10/1/2022)		\$7,000.00			
728106	06/11/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$248.65		
	Invoice		Date	Description		Amount			
	2591-139859		05/27/2021	Fleet - Wiper Fluid		\$6.52			
	2591-139276		05/25/2021	Fleet - Motor Oil		\$65.38			
	2591-140871		06/01/2021	Fleet: Auto Parts		\$109.65			
	2591-140802		06/01/2021	Fleet: Auto Parts		\$32.53			
	2591-141181		06/03/2021	Fleet: Auto Parts		\$34.57			
728107	06/11/2021	Open			Accounts Payable	Operating Engineer #3	\$1,462.08		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Union Dues pp 5/22/21-6/4/21		\$1,462.08			
728108	06/11/2021	Open			Accounts Payable	PACWEST TOOL AND SAFETY	\$159.60		
	Invoice		Date	Description		Amount			
	7163		05/27/2021	Streets - Banded Earplugs		\$159.60			
728109	06/11/2021	Open			Accounts Payable	PTS COMMUNICATIONS	\$543.00		
	Invoice		Date	Description		Amount			
	2067190		05/13/2021	payphone svcs 2021 6/1/2021 to 6/30/2021		\$543.00			

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728110	06/11/2021	Open			Accounts Payable	QUENCH USA, INC.	\$105.79		
	Invoice		Date	Description		Amount			
	INV03158249		05/27/2021	Service Center Water Cooler		\$27.20			
728111	06/11/2021	Open			Accounts Payable	ROGER LEE	\$25.00		
	Invoice		Date	Description		Amount			
	RogerL05202021		05/20/2021	Lunch for Staff Retreat 05202021		\$25.00			
728112	06/11/2021	Open			Accounts Payable	STATCOMM INC.	\$20,367.02		
	Invoice		Date	Description		Amount			
	J000530		06/02/2021	Facilities - Fire Suppression Testing & Maint		\$20,367.02			
728113	06/11/2021	Open			Accounts Payable	SUMMIT UNIFORMS	\$146.40		
	Invoice		Date	Description		Amount			
	74498		06/01/2021	Uniform Purchase for Code Enforcement - Dan Vasquez		\$146.40			
728114	06/11/2021	Open			Accounts Payable	T-MOBILE USA INC.	\$114.73		
	Invoice		Date	Description		Amount			
	4158 -052121		05/21/2021	966 594 158 - 05/21/21		\$114.73			
728115	06/11/2021	Open			Accounts Payable	TERI BLACK AND COMPANY, LLC	\$8,487.48		
	Invoice		Date	Description		Amount			
	21-0529-174		05/29/2021	City Attorney Recruitment - City of Cupertino final billing		\$8,487.48			
728116	06/11/2021	Open			Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	\$556.40		
	Invoice		Date	Description		Amount			
	189-1106595		06/01/2021	Fleet - Tires		\$556.40			
728117	06/11/2021	Open			Accounts Payable	TPX COMMUNICATIONS	\$2,095.96		
	Invoice		Date	Description		Amount			
	143462701-0		05/31/2021	Telephone Service for new VoIP System June 2021		\$2,095.96			
728118	06/11/2021	Open			Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO.	\$963.48		
	Invoice		Date	Description		Amount			
	IV39267		06/09/2021	Fleet: Equip parts		\$925.91			
728119	06/11/2021	Open			Accounts Payable	WANCO, INC.	\$273.25		
	Invoice		Date	Description		Amount			
	56434		02/24/2021	Fleet - MTX 12" Hybrid DSP		\$273.25			
728120	06/11/2021	Open			Accounts Payable	WEST-LITE SUPPLY CO INC	\$1,530.82		
	Invoice		Date	Description		Amount			
	9329DH-1		05/21/2021	Facilities - Community Hall Fountain		\$1,530.82			
728121	06/11/2021	Open			Accounts Payable	CHANNIE, HONG	\$68.00		
	Invoice		Date	Description		Amount			
	HONG050721		05/07/2021	Live Scan and Fingerprinting Reimbursement		\$68.00			
728122	06/11/2021	Open			Accounts Payable	HAASE, AJ	\$40.00		
	Invoice		Date	Description		Amount			
	Haase060921		06/09/2021	Live Scan and Fingerprinting Reimbursement		\$40.00			

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728123	06/11/2021	Open			Accounts Payable	JACOBS, ELLA	\$25.00		
	Invoice		Date	Description		Amount			
	JACOBS052521		05/25/2021	Live Scan and Fingerprinting Reimbursement		\$25.00			
728124	06/11/2021	Open			Accounts Payable	LAU, ALFRED	\$30,000.00		
	Invoice		Date	Description		Amount			
	269460		06/09/2021	10645 BAXTER AVE., ENCROACHMENT, 269460		\$30,000.00			
728125	06/11/2021	Open			Accounts Payable	LAU, ALFRED	\$2,000.00		
	Invoice		Date	Description		Amount			
	221444		06/09/2021	10645 BAXTER AVE., ENCROACHMENT, 221444		\$2,000.00			
728126	06/11/2021	Open			Accounts Payable	LODHA , MAHIKA	\$57.00		
	Invoice		Date	Description		Amount			
	Lodha052621		05/26/2021	Live Scan and Fingerprinting Reimbursement		\$57.00			
728127	06/11/2021	Open			Accounts Payable	Lu, Jackson	\$402.00		
	Invoice		Date	Description		Amount			
	266719		06/08/2021	Street Tree Fee refund for 21074 Gardena Dr		\$402.00			
728128	06/11/2021	Open			Accounts Payable	SKOV, TRISTAN	\$72.00		
	Invoice		Date	Description		Amount			
	Skov052821		05/28/2021	Live Scan and Fingerprinting Reimbursement		\$72.00			
728129	06/11/2021	Open			Accounts Payable	THERMA TECH INC	\$155.00		
	Invoice		Date	Description		Amount			
	117848		06/10/2021	THERMA TECH INC BL refund		\$155.00			
Type Check Totals:							\$1,395,490.40		
59 Transactions									
EFT									
31797	06/11/2021	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Colonial Products pp 5/22/21-6/4/21		\$29.16			
31798	06/11/2021	Open			Accounts Payable	Employment Development	\$9,706.78		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	State Disability Insurance pp 5/22/21-6/4/21		\$9,706.78			
31799	06/11/2021	Open			Accounts Payable	PERS-457K	\$6,411.51		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	PERS Deferred Comp pp 5/22/21-6/4/21		\$6,411.51			
31800	06/11/2021	Open			Accounts Payable	State Disbursement Unit	\$276.92		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Child Support pp 5/22/21-6/4/21		\$276.92			
31801	06/07/2021	Open			Accounts Payable	USPS - EFT ONLY	\$4,187.35		
	Invoice		Date	Description		Amount			
	4135641517		06/07/2021	Leaf Blower Card Postage		\$4,187.35			
31802	06/10/2021	Open			Accounts Payable	California Public Employees' Retirement System	\$349,299.60		
	Invoice		Date	Description		Amount			
	7158-05/14/2021		05/14/2021	Health Premiums 05/14/21		\$349,299.60			
31803	06/07/2021	Open			Accounts Payable	SQUARE, INC.	\$35.00		
	Invoice		Date	Description		Amount			
	Square060221		06/02/2021	Square Billing Period 06/01/2021-07/01/2021		\$35.00			

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31804	06/11/2021	Open			Accounts Payable	JOYFUL MELODIES	\$196.00		
	Invoice		Date	Description		Amount			
	JMS2021-5		06/07/2021	JSM Spring 2021 Payment		\$196.00			
31805	06/11/2021	Open			Accounts Payable	ALTEC INDUSTRIES INC	\$81.64		
	Invoice		Date	Description		Amount			
	11665944		06/07/2021	Fleet - Rubber Belting		\$34.80			
	11665431		06/07/2021	Fleet - Saddle/Boom Rest		\$46.84			
31806	06/11/2021	Open			Accounts Payable	AMAZON WEB SERVICES, INC.	\$2,223.36		
	Invoice		Date	Description		Amount			
	764221401		06/03/2021	AWS May 2021 GIS		\$753.48			
	761878093		06/03/2021	AWS May 2021 Applications		\$1,469.88			
31807	06/11/2021	Open			Accounts Payable	AVOLVE SOFTWARE CORP	\$28,000.00		
	Invoice		Date	Description		Amount			
	6306		06/08/2021	FY22 ProjectDox Maintenance 9/15/21 - 9/14/22		\$28,000.00			
31808	06/11/2021	Open			Accounts Payable	BATTERY SYSTEMS INC.	\$2,800.94		
	Invoice		Date	Description		Amount			
	6661172		05/14/2021	Fleet - 6V Golf, Lithium Jumper Set		\$2,800.94			
31809	06/11/2021	Open			Accounts Payable	BEST BEST & KRIEGER LLP	\$2,520.00		
	Invoice		Date	Description		Amount			
	891786		12/01/2020	Westport Legal Services for Density Bonus		\$2,520.00			
31810	06/11/2021	Open			Accounts Payable	BOUCHER LAW	\$1,250.00		
	Invoice		Date	Description		Amount			
	521		05/31/2021	Employee Health and Benefit Programs		\$275.00			
	520		05/31/2021	COVID-19 Matters		\$100.00			
	522		05/31/2021	Labor & Employment Law Matters		\$875.00			
31811	06/11/2021	Open			Accounts Payable	CLEANSTREET, INC.	\$17,390.72		
	Invoice		Date	Description		Amount			
	100261CS		05/31/2021	Street Sweeping May 2021		\$17,390.72			
31812	06/11/2021	Open			Accounts Payable	CODELINKD, LLC	\$336.00		
	Invoice		Date	Description		Amount			
	CodeLinkd-01		06/07/2021	CodeLinkd Spring 2021 Payment		\$336.00			
31813	06/11/2021	Open			Accounts Payable	COMMUNICATION ACADEMY	\$2,919.00		
	Invoice		Date	Description		Amount			
	CAWiSP2021		06/07/2021	CA - Winter and Spring 2021 Classes		\$2,919.00			
31814	06/11/2021	Open			Accounts Payable	CREATING BRAND LEGACY WORLDWIDE, LLC	\$2,464.83		
	Invoice		Date	Description		Amount			
	17178		06/08/2021	Big Bunny 5K 2021 Shirts		\$2,464.83			
31815	06/11/2021	Open			Accounts Payable	CUBIC ITS, INC.	\$10,900.00		
	Invoice		Date	Description		Amount			
	90085678		05/27/2021	SynchroGreen Central Server License		\$10,900.00			
31816	06/11/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$170.79		
	Invoice		Date	Description		Amount			
	259730		05/26/2021	Trees/ROW - Copper Fittings		\$170.79			

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31817	06/11/2021	Open			Accounts Payable	CYXTERA COMMUNICATIONS LLC	\$737.43		
	Invoice		Date	Description		Amount			
	B1-2207400		06/01/2021	FY21 Colocation Services		\$737.43			
31818	06/11/2021	Open			Accounts Payable	DAN GERTMENIAN	\$11,454.30		
	Invoice		Date	Description		Amount			
	DanGSpring2021		06/08/2021	Dan Gertmenian - Spring 2021 (MO Payment 2 of 2)		\$11,454.30			
31819	06/11/2021	Open			Accounts Payable	Darcy Paul	\$116.58		
	Invoice		Date	Description		Amount			
	DarcyP052821		05/28/2021	Reimbursement Apr 29, 2021 - May 28, 2021		\$116.58			
31820	06/11/2021	Open			Accounts Payable	DASHER TECHNOLOGIES, INC	\$1,915.00		
	Invoice		Date	Description		Amount			
	359939		05/31/2021	9 hrs General IT Consulting Services		\$1,915.00			
31821	06/11/2021	Open			Accounts Payable	Eflex Group, Inc	\$3,992.63		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	FSA Employee Health pp 5/22/21-6/4/21		\$3,992.63			
31822	06/11/2021	Open			Accounts Payable	EPAC TECHNOLOGIES, INC.	\$680.40		
	Invoice		Date	Description		Amount			
	E339434		06/08/2021	COC #9 Envelope addressed Envelopes QTY: 2,500		\$680.40			
31823	06/11/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$537.01		
	Invoice		Date	Description		Amount			
	14318384		05/26/2021	Grounds - PVC		\$537.01			
31824	06/11/2021	Open			Accounts Payable	FIRE & RISK ALLIANCE, LLC	\$360.00		
	Invoice		Date	Description		Amount			
	142-001-44		05/31/2021	Building Plan Review Services 05/01/21-05/31/21		\$360.00			
31825	06/11/2021	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$523.83		
	Invoice		Date	Description		Amount			
	858375		05/28/2021	Trees/ROW - Supplies		\$523.83			
31826	06/11/2021	Open			Accounts Payable	GEOTAB USA, INC.	\$2,617.75		
	Invoice		Date	Description		Amount			
	IN276367		05/31/2021	FY21 Telematics Project ProPlus Plan and support		\$2,617.75			
31827	06/11/2021	Open			Accounts Payable	GRAINGER INC	\$1,129.00		
	Invoice		Date	Description		Amount			
	9924798169		06/07/2021	Fleet - Hose, Fuel Nozzle		\$430.82			
	9925726748		06/08/2021	Facilities - Sump Pump		\$698.18			
31828	06/11/2021	Open			Accounts Payable	ICMA Retirement Trust-457	\$12,724.07		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	ICMA Deferred Comp pp 5/22/21-6/4/21		\$12,724.07			
31829	06/11/2021	Open			Accounts Payable	IFPTE LOCAL 21	\$1,908.54		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Association Dues - CEA pp 5/22/21-6/4/21		\$1,908.54			
31830	06/11/2021	Open			Accounts Payable	IMPEC GROUP INC,.	\$46,032.70		
	Invoice		Date	Description		Amount			
	2105121		05/31/2021	Facilities - May 2021 Janitorial Services		\$1,643.26			

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	2105120		05/31/2021		Facilities - May 2021 Janitorial Services		\$44,189.44		
	2103231		03/31/2021		MV HS Lock Down 2-4 Gates		\$40.00		
	2105218		05/31/2021		MV HS Lock Down 2-4 Gates		\$160.00		
31831	06/11/2021	Open			Accounts Payable	IMPERIAL SPRINKLER SUPPLY, INC	\$5,851.79		
	Invoice		Date		Description		Amount		
	4666301-00		05/21/2021		Grounds - Glue Grey Low VOC PVC Cement/Primer		\$174.90		
	4667664-00		05/27/2021		Trees/Row: Irrigation Parts		\$5,676.89		
31832	06/11/2021	Open			Accounts Payable	IQRAAM NABI	\$231.50		
	Invoice		Date		Description		Amount		
	Iqraam02032021		02/03/2021		Tuition Reimbursement for Spring 2021		\$231.50		
31833	06/11/2021	Open			Accounts Payable	JILL HAFF	\$546.00		
	Invoice		Date		Description		Amount		
	May		06/09/2021		payment for May zoom classes		\$546.00		
31834	06/11/2021	Open			Accounts Payable	JIMMY TAN	\$25.00		
	Invoice		Date		Description		Amount		
	JimmyT05202021		05/20/2021		Lunch for Staff Retreat 05202021		\$25.00		
31835	06/11/2021	Open			Accounts Payable	JUNIPER HOTEL CUPERTINO	\$1,393.02		
	Invoice		Date		Description		Amount		
	3353		05/26/2021		Senior Meal Delivery for 5/24, 5/26/2021		\$686.70		
	3354		06/02/2021		Senior Meal Delivery for 06/02/2021		\$235.44		
	3355		06/09/2021		Senior Meal Delivery for 6/7, 6/9/2021		\$470.88		
31836	06/11/2021	Open			Accounts Payable	KEVIN GREENE	\$55.00		
	Invoice		Date		Description		Amount		
	KevinG051821		05/18/2021		Cell Phone Reimbursement - Kevin G 4-19-21 to 5-18-21		\$55.00		
31837	06/11/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$469.93		
	Invoice		Date		Description		Amount		
	8915143		05/26/2021		Streets - Tapered Foam Ear Plugs		\$94.98		
	8944487		06/07/2021		Fleet - Sealing, Cable Tie		\$374.95		
31838	06/11/2021	Open			Accounts Payable	KOFF & ASSOCIATES INC.	\$2,480.00		
	Invoice		Date		Description		Amount		
	013304		06/01/2021		Professional services for the month ending on 05/31/2021		\$2,480.00		
31839	06/11/2021	Open			Accounts Payable	LEPIDE USA INC.	\$5,080.00		
	Invoice		Date		Description		Amount		
	LEPIDE2021190		05/26/2021		3 yr Support & Maintenance		\$5,080.00		
31840	06/11/2021	Open			Accounts Payable	LIFETIME TENNIS INC	\$122,638.81		
	Invoice		Date		Description		Amount		
	060821		06/08/2021		payment 7		\$122,638.81		
31841	06/11/2021	Open			Accounts Payable	MANAGEMENT PARTNERS, INCORPORATED	\$13,540.00		
	Invoice		Date		Description		Amount		
	INV09482		06/02/2021		Cupertino ad hoc advisory services 2020		\$240.00		
	INV09287		03/30/2021		Prep for Council Workshop		\$13,300.00		

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31842	06/11/2021	Open			Accounts Payable	MESITI-MILLER ENGINEERING, INC.	\$13,380.00		
	Invoice		Date	Description		Amount			
	0521018		05/28/2021	CE/SE for Regnart Road Improvements Phase 1 through 052521		\$13,380.00			
31843	06/11/2021	Open			Accounts Payable	National Deferred (ROTH)	\$4,834.70		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Nationwide Roth pp 5/22/21-6/4/21		\$4,834.70			
31844	06/11/2021	Open			Accounts Payable	National Deferred Compensation	\$33,577.04		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	Nationwide Deferred Compensation pp 5/22/21-6/4/21		\$33,577.04			
31845	06/11/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$78.02		
	Invoice		Date	Description		Amount			
	171848037001		05/07/2021	Office Depot (AA & AAA batteries, canned air)		\$78.02			
31846	06/11/2021	Open			Accounts Payable	PARS/City of Cupertino	\$2,504.18		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	PARS Employee pp 5/22/21-6/4/21		\$2,504.18			
31847	06/11/2021	Open			Accounts Payable	PROFESSIONAL TURF MANAGEMENT, INC.	\$682.50		
	Invoice		Date	Description		Amount			
	1135		06/05/2021	Soil Samples		\$600.00			
	1133		06/20/2021	Golf Course Monthly Gate Service Fee - May 2021		\$82.50			
31848	06/11/2021	Open			Accounts Payable	RANEY PLANNING & MANAGEMENT, INC.	\$392.50		
	Invoice		Date	Description		Amount			
	1973E-6		06/08/2021	21750 Rainbow Dr 2021/05		\$392.50			
31849	06/11/2021	Open			Accounts Payable	RECOLOGY SOUTH BAY	\$57,172.67		
	Invoice		Date	Description		Amount			
	May-21 RY1		05/31/2021	City Payment per FA Rate Year 2/1/21- 1/31/22- May 2021		\$57,172.67			
31850	06/11/2021	Open			Accounts Payable	REDWOOD ENGINEERING CONSTRUCTION	\$55,104.59		
	Invoice		Date	Description		Amount			
	4, 2020-13		06/08/2021	Regnart Creek Trail Project through May 2021		\$55,104.59			
31851	06/11/2021	Open			Accounts Payable	RISE HOUSING SOLUTIONS, INC	\$17,412.00		
	Invoice		Date	Description		Amount			
	Cupertino - 001		05/31/2021	BMR Program Administrator 2021/05		\$17,412.00			
31852	06/11/2021	Open			Accounts Payable	Sedgwick Claims Management Services, Inc.	\$2,252.33		
	Invoice		Date	Description		Amount			
	400000062475		06/01/2021	6/01/2021 - 6/30/2021 Workers' Compensation Claims		\$2,252.33			
31853	06/11/2021	Open			Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP	\$7,927.80		
	Invoice		Date	Description		Amount			
	273052		05/26/2021	Legal Services, April 2021		\$1,309.80			
	272942		05/26/2021	General Plan Update Legal Services 2021/04		\$3,838.00			

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31854	272935	Open	05/26/2021	Canyon Crossing Legal Fees 2021/04			\$1,112.00		
	272635		04/27/2021	22690 SCB Legal Fees			\$1,668.00		
	06/11/2021				Accounts Payable	SUNNYVALE FORD	\$879.04		
	Invoice		Date	Description		Amount			
	187586		05/28/2021	Fleet - Supplies			\$143.42		
	187587		05/25/2021	Fleet - Bolt 4HV			\$11.47		
	187553		05/24/2021	Fleet - Damper, Bracket			\$98.80		
	187954		06/02/2021	Fleet Auto Parts VIN KA42055			\$140.48		
	188267		06/07/2021	Fleet Auto Parts VIN EB02766			\$55.88		
	188379		06/08/2021	fleet: auto parts			\$219.16		
31855	188269	Open	06/08/2021	Fleet Auto Parts VIN B02766			\$209.83		
	06/11/2021				Accounts Payable	SUPERCO SPECIALTY PRODUCTS	\$1,817.74		
	Invoice		Date	Description		Amount			
	PSI398266		05/27/2021	Grounds - Supplies			\$1,817.74		
	06/11/2021				Accounts Payable	T & T PAVEMENT MARKINGS AND	\$64.32		
	Invoice		Date	Description		Amount			
	2021216		06/07/2021	Streets: 500 Back washers			\$64.32		
	06/11/2021				Accounts Payable	TERI GERHARDT	\$275.00		
	Invoice		Date	Description		Amount			
	TeriG060821		06/08/2021	Teri Cell Bill s - Dec. 17, 20 - May 17, 21			\$275.00		
31858	06/11/2021	Open			Accounts Payable	TERRYBERRY COMPANY LLC	\$232.85		
	Invoice		Date	Description		Amount			
	143069-20978		05/31/2021	William Bodene			\$232.85		
	06/11/2021				Accounts Payable	THERMAL MECHANICAL, INC.	\$3,508.32		
	Invoice		Date	Description		Amount			
	82080		05/27/2021	Fac: QCC hvac annual service			\$1,690.00		
	82077		05/27/2021	Fac: senior center hvac annual service			\$1,818.32		
	06/11/2021				Accounts Payable	TJKM TRANSPORTATION CONSULTANTS	\$7,979.65		
	Invoice		Date	Description		Amount			
	0051103		05/31/2021	Traffic Eng Svcs for Homestead/De Anza, 5.1.2021-5.31.2021			\$4,370.68		
31861	0050980	Open	04/30/2021	Traffic Eng Svcs for Homestead/De Anza, 4.1.2021-4.30.2021			\$3,608.97		
	06/11/2021				Accounts Payable	TOAN QUACH	\$231.50		
	Invoice		Date	Description		Amount			
	ToanQ01112021		01/11/2021	Tuition Reimbursement for Spring 2021			\$231.50		
	06/11/2021				Accounts Payable	Tripepi, Smith and Associates, Inc	\$892.50		
	Invoice		Date	Description		Amount			
	6357		05/31/2021	Scene June 2021			\$892.50		
	06/11/2021				Accounts Payable	US BANK-PURCHASING CARD PROGRAM	\$44,303.18		
	Invoice		Date	Description		Amount			
	Andrew51721		05/17/2021	9993 CC Charges			\$2,900.31		
31863	BrianG051721	Open	05/17/2021	6202 CC Charges			\$1,464.45		
	CesarG051721		05/17/2021	9076 cc charges			\$750.43		

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Ika051721		05/17/2021	8108 cc charges			\$184.19		
	ReiD051721		05/17/2021	9254CCCharge			\$1,991.54		
	BrianB051721		05/17/2021	3634 CC Charges			\$270.55		
	KeithW051721		05/17/2021	8803 CC Charges			\$167.60		
	RobertD051721		05/17/2021	6680 CC Charges			\$1,015.63		
	ShawnT051721		05/17/2021	7105 cc charges			\$2,055.09		
	MarilynM051721		05/17/2021	6763 CC Charges			\$4,371.73		
	JasonF051721		05/17/2021	0161 cc charges			\$120.00		
	JasonG051721		05/17/2021	2795 cc charges			\$1,916.74		
	TyB051721		05/17/2021	6047 CC Charges			\$5,458.92		
	KevingG051721		05/17/2021	5856 cc charges			\$490.50		
	FrankV051721		05/17/2021	5849 CC Charges			\$44.57		
	KimI051721		05/17/2021	5169 CC Charges			\$97.51		
	RSander051721		05/17/2021	4371 CC Charges			\$2,678.21		
	JasonB051721		05/17/2021	2565 CC Charges			\$150.00		
	MollyJ051721		05/17/2021	4137 CC Charges			\$2,049.29		
	ColleenF051721		05/17/2021	0798 cc charges			\$1,566.47		
	BennyH051721		05/17/2021	1015 CC Charges			\$3,137.23		
	KelseyH051721		05/17/2021	1679 CC Charges			\$2,976.75		
	AmandaH051721		05/17/2021	9326 CC Charges			\$450.00		
	JennyK051721		05/17/2021	8829 CC Charges			\$1,363.74		
	AlbertS051721		05/17/2021	7270 CC Charges			\$180.02		
	SundariP051721		05/17/2021	9702 CC Charges			\$1,387.46		
	AlexC05172021		05/17/2021	0400 CC Charges			\$524.92		
	DanielM051721		05/17/2021	9167 CC Charges for 5.17.21			\$282.95		
	BethE051721		05/17/2021	5593 CC Charges			\$62.45		
	MarielaV051721		05/17/2021	8337 CC Charges			\$762.57		
	AshleyS051721		05/17/2021	7654 cc charges			\$50.00		
	CyrahC051721		05/17/2021	0363 CC Charges			\$1,246.00		
	KennethE051721		05/17/2021	5954 CC Charges			\$376.35		
	LaurenS051721		05/17/2021	0578 CC Charges			\$39.95		
	RUDYL051721		05/17/2021	8736 CC Charges			\$260.21		
	RobG051721		05/17/2021	6980 CC Charges			\$415.23		
	Branton051721		05/17/2021	5320 CC Charges			\$595.59		
	rica051721		05/17/2021	9906 cc charges			\$408.76		
	jonf051721		05/17/2021	3969 CC Charges			\$39.27		
31864	06/11/2021	Open			Accounts Payable	ZAYO GROUP, LLC	\$2,696.10		
	Invoice		Date	Description			Amount		
	2021060030583		06/01/2021	FY21 Disaster Recovery Telecom services June 21			\$2,696.10		

Type EFT Totals:

Main Account - Main Checking Account Totals

68 Transactions

\$936,438.42

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$1,395,490.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$1,395,490.40	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 6/5/2021 - To Payment Date: 6/11/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	68	\$936,438.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	68	\$936,438.42	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	127	\$2,331,928.82	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	127	\$2,331,928.82	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
					Open	59	\$1,395,490.40	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	59	\$1,395,490.40	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
					Open	68	\$936,438.42	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	68	\$936,438.42	\$0.00	
					All	Status	Count	Transaction Amount	Reconciled Amount
					Open	127	\$2,331,928.82	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	127	\$2,331,928.82	\$0.00	

Approved: Beth Viagar

06.14.2021



CITY OF CUPERTINO

Agenda Item

21-9613

Agenda Date: 7/20/2021
Agenda #: 17.

Subject: Accept Accounts Payable for the period ending June 21, 2021

Adopt Resolution No. 21-066 accepting Payable for the period ending June 21, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

June 21, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
728130	06/18/2021	Open			Accounts Payable	ADTAXI BAY AREA NEWS GROUP	\$3,244.00		
	Invoice		Date	Description		Amount			
	0001291013		04/30/2021	Legal Advertising - April 2021		\$1,605.00			
	0001294715		05/31/2021	Legal Advertising - May 2021		\$1,639.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,244.00			
728131	06/18/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$106.82		
	Invoice		Date	Description		Amount			
	45672		05/06/2021	Kevin Greene Business Cards		\$106.82			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$106.82			
728132	06/18/2021	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	\$678.34		
	Invoice		Date	Description		Amount			
	8674		05/31/2021	May 2021 S-82 Editing		\$627.32			
	8841		05/31/2021	May 2021 S-82 Folio/Internet Editing		\$51.02			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$678.34			
728133	06/18/2021	Open			Accounts Payable	AT&T	\$155.61		
	Invoice		Date	Description		Amount			
	000016589443		06/12/2021	911 Emergency Phone Lines May 12 - June 11 2021		\$155.61			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$155.61			
728134	06/18/2021	Open			Accounts Payable	BOETHING TREELAND FARMS INC	\$1,130.53		
	Invoice		Date	Description		Amount			
	SI-1277943		06/07/2021	Trees/ROW - Lantana		\$1,130.53			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,130.53			
728135	06/18/2021	Open			Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	\$15,266.36		
	Invoice		Date	Description		Amount			
	491681		04/28/2021	Fleet - Drum Deposits		\$224.22			
	63908		04/26/2021	Fleet - Fuel		\$15,042.14			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$15,266.36			
728136	06/18/2021	Open			Accounts Payable	CENTURYLINK	\$70.36		
	Invoice		Date	Description		Amount			
	040721		04/07/2021	EOC Phone Service - April 2021		\$35.18			
	050721		05/07/2021	EOC Phone Service - May 2021		\$35.18			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$70.36			

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728137	06/18/2021	Open			Accounts Payable	COLLEEN LOPEZ	\$1,800.00		
	Invoice		Date	Description		Amount			
	2021-2		06/10/2021	Housing Consultant 2021/04-05		\$1,800.00			
	Paying Fund			Cash Account		Amount			
	265 - BMR Housing			265 100-100 (Cash & Investments Assets Operating Cash)		\$1,800.00			
728138	06/18/2021	Open			Accounts Payable	COMCAST	\$1,913.14		
	Invoice		Date	Description		Amount			
	3310-060721		06/07/2021	8155 40 065 0183310		\$1,913.14			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$233.79			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$721.69			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$957.66			
728139	06/18/2021	Open			Accounts Payable	CUPERTINO HSINCHU SISTER CITY	\$3,334.56		
	Invoice		Date	Description		Amount			
	Hsinchu061121		06/11/2021	FY 20-21 Hsinchu Annual Reimbursement 2020-2021		\$3,334.56			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,334.56			
728140	06/18/2021	Open			Accounts Payable	D&M TRAFFIC SERVICES INC.	\$182.32		
	Invoice		Date	Description		Amount			
	78735		06/07/2021	Streets - Blank Standard		\$182.32			
	Paying Fund			Cash Account		Amount			
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)		\$182.32			
728141	06/18/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$212.22		
	Invoice		Date	Description		Amount			
	8622/3		06/10/2021	Trees/ROW - Lantana Bandana Red		\$70.74			
	8542/3		06/04/2021	Trees/ROW - Lantana Irene/Bandana Red		\$141.48			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$212.22			
728142	06/18/2021	Open			Accounts Payable	ICLEI-LOCAL GOV FOR SUSTAINABILITY	\$1,200.00		
	Invoice		Date	Description		Amount			
	2298		05/19/2021	Membership Dues 8/1/21 - 7/31/22		\$1,200.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,200.00			
728143	06/18/2021	Open			Accounts Payable	IRON MOUNTAIN RECORDS MGMNT	\$1,036.43		
	Invoice		Date	Description		Amount			
	DRLD821		05/31/2021	City Clerk Office Storage - June 2021		\$1,036.43			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
						100 - General Fund			
						100 100-100 (Cash & Investments Assets Operating Cash)	\$1,036.43		
728144	06/18/2021	Open			Accounts Payable	JOINT VENTURE SILICON VALLEY	\$5,000.00		
	Invoice		Date	Description		Amount			
	716EDAcupertino		06/14/2021	Joint Silicon Valley Economic Development Alliance dues 2021-22		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$5,000.00			
728145	06/18/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLIES INC	\$106.70		
	Invoice		Date	Description		Amount			
	00015-02-032509		06/10/2021	Facilities - Credit for Invoice# 00015-02-032508		(\$48.06)			
	00015-02-032508		06/10/2021	Facilities - Rope Set, Pen Rope, Measuring Cup		\$154.76			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$106.70			
728146	06/18/2021	Open			Accounts Payable	OUTDOOR CREATIONS INC.	\$3,283.75		
	Invoice		Date	Description		Amount			
	8531		06/10/2021	Grounds - Group BBQ w/Adjustable Grill		\$3,283.75			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,283.75			
728147	06/18/2021	Open			Accounts Payable	QUADIENT FINANCE USA, INC,	\$148.70		
	Invoice		Date	Description		Amount			
	040421		04/04/2021	Postage		\$104.45			
	05032021		05/03/2021	Postage (finance charge only)		\$3.54			
	06032021		06/03/2021	Postage (finance charge and late fee)		\$40.71			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$148.70			
728148	06/18/2021	Open			Accounts Payable	SANTA CLARA VALLEY WATER DISTR.	\$11,548.00		
	Invoice		Date	Description		Amount			
	GN101505		02/19/2021	Landscape Conversion Rebate Program		\$11,548.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$11,443.00			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$105.00			
728149	06/18/2021	Open			Accounts Payable	SUBTRONIC CORPORATION	\$1,630.00		
	Invoice		Date	Description		Amount			
	31747		04/20/2021	Blackberry Farm Pools including surveyed area		\$1,630.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,630.00			

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728150	06/18/2021	Open			Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	\$851.12		
	Invoice		Date	Description		Amount			
	189-1106348		05/03/2021	Fleet - Tires		\$319.17			
	189-1106346		05/03/2021	Fleet - Tires		\$531.95			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$851.12			
728151	06/18/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$110.53		
	Invoice		Date	Description		Amount			
	614383453		04/29/2021	Facilities - Nitrile Glove		\$110.53			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$110.53			
728152	06/18/2021	Open			Accounts Payable	TOWN OF LOS GATOS	\$1,856.45		
	Invoice		Date	Description		Amount			
	6100000024		06/07/2021	Vac Truck Rental		\$1,856.45			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$1,856.45			
728153	06/18/2021	Open			Accounts Payable	VERIZON WIRELESS	\$69.07		
	Invoice		Date	Description		Amount			
	9876965130		04/04/2021	EOC Phone Service - 3/5/21 - 4/4/21		\$23.00			
	9879102358		05/04/2021	EOC Phone Service - 4/5/21 - 5/4/21		\$23.00			
	9881250901		06/04/2021	EOC Phone Service - 5/5/21 - 6/4/21		\$23.07			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$69.07			
728154	06/18/2021	Open			Accounts Payable	WESSPUR TREE EQUIPMENT INC	\$210.92		
	Invoice		Date	Description		Amount			
	IN-2688114		05/06/2021	Trees/ROW - Chainsaw Part		\$43.28			
	IN-2686908		03/23/2021	Trees/ROW - Knee Ascender		\$167.64			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$210.92			
728155	06/18/2021	Open			Accounts Payable	WEST-LITE SUPPLY CO INC	\$649.10		
	Invoice		Date	Description		Amount			
	72959C		04/26/2021	Facilities - Major.F14TBX		\$649.10			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$649.10			
728156	06/18/2021	Open			Accounts Payable	WILBUR-ELLIS COMPANY LLC	\$5,470.83		
	Invoice		Date	Description		Amount			
	14373063		06/11/2021	Trees/ROW - Supplies		\$1,606.09			
	14374279		06/11/2021	Trees/ROW - Roundup Promax		\$3,864.74			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$5,470.83			

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728157	06/18/2021	Open			Accounts Payable	Beatriz Rodriguez	\$282.07		
	Invoice		Date	Description		Amount			
	2021-10001043		06/17/2021	Solicitor Permit		\$282.07			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$282.07			
728158	06/18/2021	Open			Accounts Payable	IQV CONSTRUCTION INC.	\$71.93		
	Invoice		Date	Description		Amount			
	275091		06/14/2021	REFUND 22260 HOMESTEAD ROAD BLD-2021-1074 OVER PAID		\$71.93			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$71.93			
728159	06/18/2021	Open			Accounts Payable	IQV CONSTRUCTION INC.	\$71.93		
	Invoice		Date	Description		Amount			
	275093		06/14/2021	REFUND 10863 SWEET OAK STREET BLD-2021-1075 OVER PAID		\$71.93			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$71.93			
728160	06/18/2021	Open			Accounts Payable	SULGIT, STEVEN	\$15,000.00		
	Invoice		Date	Description		Amount			
	274527		06/15/2021	22560 STEVENS CREEK, ENCROACHMENT, 274527		\$15,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$15,000.00			
728161	06/18/2021	Open			Accounts Payable	Tweddell, Emma	\$300.00		
	Invoice		Date	Description		Amount			
	2021-00000667		06/02/2021	Sustainability Grants for Students project reimbursement		\$300.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$300.00			
Type Check Totals:							\$76,991.79		
EFT									
31865	06/14/2021	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$41,079.52		
	Invoice		Date	Description		Amount			
	06042021		05/22/2021	CA State Tax pp 5/22/21-6/4/21		\$41,079.52			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$41,079.52			
31866	06/14/2021	Open			Accounts Payable	IRS	\$133,164.80		
	Invoice		Date	Description		Amount			
	06042021		05/22/2021	Federal Tax pp 5/22/21-6/4/21		\$133,164.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$133,164.80			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31867	06/17/2021	Open			Accounts Payable	P E R S	\$451,384.05		
	Invoice		Date	Description		Amount			
	06042021		06/04/2021	PERS pp 5/22/21-6/4/21		\$451,384.05			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$451,384.05			
31868	06/14/2021	Open			Accounts Payable	TASC	\$195.30		
	Invoice		Date	Description		Amount			
	IN2042764		06/11/2021	FSA Admin Fees 6/1/2021 - 6/30/2021		\$195.30			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$195.30			
31869	06/14/2021	Open			Accounts Payable	TASC	\$585.90		
	Invoice		Date	Description		Amount			
	IN2042753		06/11/2021	HRA 06/1/2021 - 6/30/2021		\$585.90			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$585.90			
31870	06/18/2021	Open			Accounts Payable	4 PAWS GOOSE CONTROL	\$1,850.00		
	Invoice		Date	Description		Amount			
	1570		06/06/2021	Grounds - Memorial Park May 2021 Services		\$1,850.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,850.00			
31871	06/18/2021	Open			Accounts Payable	ALESHIRE & WYNDER, LLP	\$28,500.00		
	Invoice		Date	Description		Amount			
	62333		05/28/2021	Legal Services, April 2021		\$28,500.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$28,500.00			
31872	06/18/2021	Open			Accounts Payable	B&H PHOTO VIDEO	\$1,509.64		
	Invoice		Date	Description		Amount			
	189592976		06/04/2021	Listen Assisted Listening Division		\$1,509.64			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,509.64			
31873	06/18/2021	Open			Accounts Payable	BKF ENGINEERS	\$5,892.12		
	Invoice		Date	Description		Amount			
	21060737		06/10/2021	JST Prof. Svcs. East and Central Segments 042621-052321		\$5,892.12			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$5,892.12			
31874	06/18/2021	Open			Accounts Payable	BRIAN GATHERS	\$55.00		
	Invoice		Date	Description		Amount			
	BrianG060421		06/04/2021	Cell Phone Reimbursement - Brian G May 5 - Jun 4 2021		\$55.00			
	Paying Fund			Cash Account		Amount			

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	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$55.00		
31875	06/18/2021	Open			Accounts Payable	CAROL KORADE	\$160.70		
	Invoice		Date	Description		Amount			
	June2021		06/17/2021	Retiree Health Reimbursement June 2021		\$160.70			
	Paying Fund			Cash Account		Amount			
	642 - Retiree Medical			642 100-100 (Cash & Investments Assets Operating Cash)		\$160.70			
31876	06/18/2021	Open			Accounts Payable	CHRIS CORRAO	\$55.00		
	Invoice		Date	Description		Amount			
	ChrisC05132021		05/13/2021	Cell Phone Reimbursement 041421-051321		\$55.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$55.00			
31877	06/18/2021	Open			Accounts Payable	CITY OF SAN JOSE	\$15,000.00		
	Invoice		Date	Description		Amount			
	1192690		03/18/2021	Labor Compliance Minimum Wage Enforcement		\$15,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$15,000.00			
31878	06/18/2021	Open			Accounts Payable	CORELOGIC SOLUTIONS, LLC	\$912.91		
	Invoice		Date	Description		Amount			
	82083442		05/31/2021	Metro scan May 2021		\$912.91			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$912.91			
31879	06/18/2021	Open			Accounts Payable	COTTON, SHIRES & ASSOCIATES, INC.	\$32,160.68		
	Invoice		Date	Description		Amount			
	69793		06/10/2021	Quinlan Preschool Shade Structure through 050121-053121		\$3,336.96			
	69787		06/10/2021	Regnart Road Phase 2 Project through 020121-060921		\$28,823.72			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$28,823.72			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$3,336.96			
31880	06/18/2021	Open			Accounts Payable	CUBIC ITS, INC.	\$8,632.80		
	Invoice		Date	Description		Amount			
	90082131		04/16/2021	PROD, MMU516L-E, E-NET LCD MMU		\$8,632.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$8,632.80			
31881	06/18/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$2,306.65		
	Invoice		Date	Description		Amount			
	255034		05/05/2021	Facilities - Side Mount Operator, Solis Faucet		\$2,305.80			
	259459		05/24/2021	Grounds - PVC Cap Slip		\$0.85			

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	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$0.85		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$2,305.80		
31882	06/18/2021	Open			Accounts Payable	ECOLOGICAL CONCERNS INC	\$880.00		
	Invoice		Date	Description			Amount		
	28535		06/14/2021	Ph. 2 Maintenance STCM-14 Service through 052021			\$880.00		
	Paying Fund				Cash Account		Amount		
	427 - Stevens Creek Corridor Park				427 100-100 (Cash & Investments Assets Operating Cash)		\$880.00		
31883	06/18/2021	Open			Accounts Payable	ECOLOGY ACTION OF SANTA CRUZ	\$31,212.62		
	Invoice		Date	Description			Amount		
	67491		03/31/2021	Cupertino Climate Victory Gardens Program (January-March 2021)			\$31,212.62		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$31,212.62		
31884	06/18/2021	Open			Accounts Payable	EDGES ELECTRICAL GROUP	\$102.31		
	Invoice		Date	Description			Amount		
	S5283769.001		06/09/2021	Streets - Parts of McClellan and Stelling			\$102.31		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$102.31		
31885	06/18/2021	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESR	\$3,313.97		
	Invoice		Date	Description			Amount		
	94057117		06/15/2021	ArcGIS Online Editor Term License			\$3,313.97		
	Paying Fund				Cash Account		Amount		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating Cash)		\$3,313.97		
31886	06/18/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$3,165.69		
	Invoice		Date	Description			Amount		
	14397926		06/04/2021	Grounds: Neighborhood Parks			\$3,165.69		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$3,165.69		
31887	06/18/2021	Open			Accounts Payable	GRAINGER INC	\$2,163.43		
	Invoice		Date	Description			Amount		
	9891965916		05/06/2021	Facilities - Jobber Drill Set			\$1,437.64		
	9931703632		06/14/2021	Facilities - Respirator Pouch			\$138.78		
	9931903422		06/14/2021	Facilities - Combination Cartridge/Filter			\$587.01		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,163.43		

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31888	06/18/2021	Open			Accounts Payable	GRIDSMART TECHNOLOGIES, INC.	\$4,441.75		
	Invoice		Date	Description			Amount		
	90079269		03/16/2021	Cable Bracket, Cat5e and Smartmount			\$4,441.75		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$4,441.75		
31889	06/18/2021	Open			Accounts Payable	Health Care Employees Dental Trust	\$27,432.00		
	Invoice		Date	Description			Amount		
	296298-296299		06/15/2021	JUNE 2021 Dental Benefit			\$27,432.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$27,432.00		
31890	06/18/2021	Open			Accounts Payable	IMPEC GROUP INC.,	\$2,589.00		
	Invoice		Date	Description			Amount		
	2106202		06/15/2021	Facilities - Community Hall Cleaning 6/5 & 6/6			\$594.00		
	2106201		06/15/2021	Facilities - BBF Deep Cleaning			\$1,995.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$2,589.00		
31891	06/18/2021	Open			Accounts Payable	INTERSTATE TRAFFIC CONTROL PRODUCTS, INC	\$1,970.53		
	Invoice		Date	Description			Amount		
	244667		06/03/2021	Streets - Q Marker 24" Comp w/Base			\$987.28		
	244798		06/09/2021	Streets - Anchormate for 1.75" SQ Post			\$983.25		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)			\$1,970.53		
31892	06/18/2021	Open			Accounts Payable	JAM SERVICES INC	\$18,460.24		
	Invoice		Date	Description			Amount		
	145628		06/02/2021	Streets - Fluted Street Light Pole Project			\$595.14		
	145684		06/03/2021	Streets - Fluted Street Light Pole Project			\$534.10		
	145878		06/09/2021	RRFB w/Dual Lightbar w/ Solar Pwr Fixture & Flashing Beacon			\$17,331.00		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$18,460.24		
31893	06/18/2021	Open			Accounts Payable	JASON FAUTH	\$55.00		
	Invoice		Date	Description			Amount		
	JasonF061921		06/19/2021	Cell Phone Reimbursement - Jason F 5-20-21 to 6-19-21			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
31894	06/18/2021	Open			Accounts Payable	LEPIDE USA INC.	\$5,080.00		
	Invoice		Date	Description			Amount		
	LEPIDE2021190		05/26/2021	3 yr Support & Maintenance			\$5,080.00		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating		\$5,080.00		
31895	06/18/2021	Open			Accounts Payable	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$7,297.71		
	Invoice		Date	Description		Amount			
	15487_060121		06/30/2021	JUNE 2021 CIGNA		\$7,297.71			
	Paying Fund			Cash Account		Amount			
	641 - Compensated Absence/LTD			641 100-100 (Cash & Investments Assets Cash)	Operating		\$7,297.71		
31896	06/18/2021	Open			Accounts Payable	Local Government Commission Inc	\$4,727.28		
	Invoice		Date	Description		Amount			
	105442		04/30/2021	CivicSpark Services - April 2021 (Fellow: Brendan Norton)		\$2,363.64			
	105542		05/31/2021	CivicSpark Services - May 2021 (Fellow: Brendan Norton)		\$2,363.64			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$4,727.28		
31897	06/18/2021	Open			Accounts Payable	Managed Health Network Inc	\$748.88		
	Invoice		Date	Description		Amount			
	PRM-062795		05/17/2021	JUNE 2021 EAP BENEFIT		\$748.88			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$748.88		
31898	06/18/2021	Open			Accounts Payable	MARSHA HOVEY LLC	\$17,500.00		
	Invoice		Date	Description		Amount			
	CUP-008		05/03/2021	COOP Planning Services - April 2021		\$10,000.00			
	CUP-009		05/05/2021	COOP Planning Services - March 2021		\$7,500.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$17,500.00		
31899	06/18/2021	Open			Accounts Payable	MITCHELL, BILL	\$539.95		
	Invoice		Date	Description		Amount			
	BillM061420		06/14/2021	Bill Cell Reimbursements June 17, 20 - May 16, 2021		\$539.95			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating		\$539.95		
31900	06/18/2021	Open			Accounts Payable	MOSLEY, CHAD , E	\$55.00		
	Invoice		Date	Description		Amount			
	Chadm052021		05/20/2021	Cell Phone Reimbursement 042121-052021		\$55.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$55.00		
31901	06/18/2021	Open			Accounts Payable	NI GOVERNMENT SERVICES INC.	\$237.12		
	Invoice		Date	Description		Amount			
	20122907051		01/01/2021	Satellite Cell Phone Services - December 2020		\$79.04			
	21042907051		05/01/2021	Satellite Cell Phone Services - April 2021		\$79.04			
	21052907051		06/01/2021	Satellite Cell Phone Services - May 2021		\$79.04			

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	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$237.12		
				Cash)					
31902	06/18/2021	Open			Accounts Payable	Pakpour Consulting Group, Inc.	\$3,280.00		
	Invoice		Date	Description			Amount		
	3481		04/02/2021	Bubb Rd. Separated Bikeway through 020121-033121			\$3,280.00		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets	Operating		\$3,280.00		
				Cash)					
31903	06/18/2021	Open			Accounts Payable	PLACEWORKS, INC	\$4,314.60		
	Invoice		Date	Description			Amount		
	75472		05/31/2021	Environmental Service 2021/05 10625 S. Foothill Blvd			\$856.80		
	75473		05/31/2021	Environmental Service 2021/05 22690 SCB			\$1,109.25		
	75464		05/31/2021	GP EIR Addendum #4 2021/05			\$2,348.55		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$4,314.60		
				Cash)					
31904	06/18/2021	Open			Accounts Payable	QUARTIC SOLUTIONS LLC	\$25,620.00		
	Invoice		Date	Description			Amount		
	2845		06/09/2021	GIS support services for May 2021			\$25,620.00		
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets	Operating		\$25,620.00		
				Cash)					
31905	06/18/2021	Open			Accounts Payable	RECOLOGY SOUTH BAY	\$2,717.13		
	Invoice		Date	Description			Amount		
	40127649		02/25/2021	Homeless Encampment Trash Collection - Feb 2021			\$515.70		
				(Vallco Pkwy)					
	40127516		02/25/2021	Homeless Encampment Trash Collection - Feb 2021			\$1,031.40		
				(Wolfe/280)					
	114958		03/31/2021	Homeless Encampment 40-Yard Debris Box - March			\$1,152.74		
				2021					
	115206		04/30/2021	Finance Charge			\$17.29		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$2,717.13		
				Cash)					
31906	06/18/2021	Open			Accounts Payable	RINCON CONSULTANTS, INC.	\$19,335.87		
	Invoice		Date	Description			Amount		
	30833		06/04/2021	Project 21-10845 Cupertino CAP Update			\$19,335.87		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$19,335.87		
				Cash)					
31907	06/18/2021	Open			Accounts Payable	RUDY LOMAS	\$55.00		
	Invoice		Date	Description			Amount		
	RudyL040621		04/06/2021	Cell Phone Reimbursement - Rudy L, Mar 7 to Apr 6			\$55.00		
				2021					
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$55.00		
				Cash)					

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31908	06/18/2021	Open			Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP	\$65,307.18		
	Invoice		Date	Description		Amount			
	272940		05/26/2021	Legal Services, April 2021		\$2,124.00			
	272943		05/26/2021	Legal Services, April 2021		\$42,317.41			
	272941		05/26/2021	Legal Services, April 2021		\$1,554.10			
	272939		05/26/2021	Legal Services, April 2021		\$70.80			
	272947		05/26/2021	Legal Services, April 2021		\$495.00			
	272936		05/26/2021	Legal Services, April 2021		\$3,858.71			
	272946		05/26/2021	Legal Services, April 2021		\$10,039.96			
	272948		05/26/2021	Legal Services, April 2021		\$4,847.20			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$65,307.18			
31909	06/18/2021	Open			Accounts Payable	SILICON VALLEY BICYCLE COALITION	\$5,000.00		
	Invoice		Date	Description		Amount			
	1194		06/14/2021	Sponsorship of Silicon Valley Bike Summit 2021		\$5,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$5,000.00			
31910	06/18/2021	Open			Accounts Payable	SUNNYVALE FORD	\$139.95		
	Invoice		Date	Description		Amount			
	FOCS829202		04/29/2021	Fleet - Wheel Alignment		\$139.95			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$139.95			
31911	06/18/2021	Open			Accounts Payable	THE HARTFORD	\$10,875.46		
	Invoice		Date	Description		Amount			
	656342867063		06/15/2021	JUNE 2021 Life and AD&D Benefit		\$10,651.20			
	756342893494		06/15/2021	JUNE 2021		\$224.26			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$10,875.46			
31912	06/18/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$307.61		
	Invoice		Date	Description		Amount			
	622140085		06/10/2021	Facilities - Park Bathroom Supplies		\$307.61			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$307.61			
31913	06/18/2021	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS, INC	\$12,000.00		
	Invoice		Date	Description		Amount			
	17124		05/01/2021	Consulting Services - May 2021		\$6,000.00			
	17220		06/01/2021	Consulting Services - June 2021		\$6,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$12,000.00			

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31914	06/18/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$249.08		
	Invoice		Date	Description		Amount			
	812392940		05/19/2021	2021 JUNE Vision Benefit		\$249.08			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$249.08			
31915	06/18/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$2,794.14		
	Invoice		Date	Description		Amount			
	812392932		05/19/2021	JUNE 2021 Vision Benefit		\$2,794.14			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,794.14			
31916	06/18/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$849.68		
	Invoice		Date	Description		Amount			
	812406723		05/21/2021	2021 JUNE Vision Benefit		\$849.68			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$849.68			
31917	06/18/2021	Open			Accounts Payable	WORLD JOURNAL SF LLC	\$225.00		
	Invoice		Date	Description		Amount			
	2665412		06/01/2021	Legal Advertising - April 2021		\$225.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$225.00			

Type EFT Totals:

Main Account - Main Checking Account Totals

53 Transactions

\$1,008,488.25

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	\$76,991.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	32	\$76,991.79	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	53	\$1,008,488.25	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	53	\$1,008,488.25	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$1,085,480.04	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 6/12/2021 - To Payment Date: 6/18/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		85	\$1,085,480.04	\$0.00
					Checks		Count	Transaction Amount	Reconciled Amount
					Open		32	\$76,991.79	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		32	\$76,991.79	\$0.00
					EFTs		Count	Transaction Amount	Reconciled Amount
					Open		53	\$1,008,488.25	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		53	\$1,008,488.25	\$0.00
					All		Count	Transaction Amount	Reconciled Amount
					Open		85	\$1,085,480.04	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		85	\$1,085,480.04	\$0.00

Approved: Beth Viajar

06.21.2021



CITY OF CUPERTINO

Agenda Item

21-9615

Agenda Date: 7/20/2021
Agenda #: 18.

Subject: Accept Accounts Payable for the period ending June 28, 2021

Adopt Resolution No. 21-067 accepting Payable for the period ending June 28, 2021

RESOLUTION NO. 21-__

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
CUPERTINO ALLOWING CERTAIN CLAIMS AND DEMANDS
PAYABLE IN THE AMOUNTS AND FROM THE FUNDS AS HEREINAFTER
DESCRIBED FOR GENERAL AND MISCELLANEOUS EXPENDITURES FOR
THE PERIOD ENDING**

June 28, 2021

WHEREAS, the Director of Administrative Services or her designated representative has certified to accuracy of the following claims and demands and to the availability of funds for payment hereof; and

WHEREAS, the said claims and demands have been audited as required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allows the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

CERTIFIED: 
Zach Korach, Finance Manager

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. _____

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<p>SIGNED:</p> <p>_____ Darcy Paul, Mayor City of Cupertino</p>	<p>_____ Date</p>
<p>ATTEST:</p> <p>_____ Kirsten Squarcia, City Clerk</p>	<p>_____ Date</p>

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
728162	06/25/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$427.28		
	Invoice		Date	Description		Amount			
	45749		06/11/2021	Service Center Business Cards Jimmy / Jerry		\$213.64			
	45750		06/11/2021	Business Cards for Ryan Do & Lisa Cameli		\$213.64			
728163	06/25/2021	Open			Accounts Payable	AMERICAN LEGAL PUBLISHING	\$74.39		
	Invoice		Date	Description		Amount			
	9256		06/23/2021	2021 S-82 Folio/Internet Supplement Pages (Less editing)		\$74.39			
728164	06/25/2021	Open			Accounts Payable	BAY AREA AIR QUALITY MGMT DIST	\$1,713.00		
	Invoice		Date	Description		Amount			
	4JX09		03/15/2021	Fleet - Dues Chipper License Renewal		\$1,713.00			
728165	06/25/2021	Open			Accounts Payable	BAY AREA SELF STORAGE - CUPERTINO	\$646.00		
	Invoice		Date	Description		Amount			
	16262		06/16/2021	Facilities - July 2021 Rental Storage Fees		\$646.00			
728166	06/25/2021	Open			Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC.	\$2,339.21		
	Invoice		Date	Description		Amount			
	1440939		06/09/2021	Grounds - Supplies		\$2,339.21			
728167	06/25/2021	Open			Accounts Payable	CENTURYLINK	\$35.18		
	Invoice		Date	Description		Amount			
	060721		06/07/2021	EOC Phone Service - June 2021		\$35.18			
728168	06/25/2021	Open			Accounts Payable	CINTAS CORPORATION	\$3,011.41		
	Invoice		Date	Description		Amount			
	4086060289		06/02/2021	UNIFORMS SAFETY APPAREL		\$1,077.95			
	4087872055		06/22/2021	UNIFORMS SAFETY APPAREL		\$975.59			
	4087220664		06/15/2021	UNIFORMS SAFETY APPAREL		\$957.87			
728169	06/25/2021	Open			Accounts Payable	COMCAST	\$241.20		
	Invoice		Date	Description		Amount			
	9917-061921		06/19/2021	8155100050719917 - 6/24 - 7/23, 2021		\$241.20			
728170	06/25/2021	Open			Accounts Payable	COMCAST BUSINESS COMMUNICATIONS, LLC	\$983.36		
	Invoice		Date	Description		Amount			
	123055071		06/01/2021	Business Class Internet - Mary, Stevens Creek, Town Center, Voss		\$983.36			
728171	06/25/2021	Open			Accounts Payable	Community Health Charities of California	\$20.00		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Community Health Charities pp 6/5/21-6/18/21		\$20.00			
728172	06/25/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA CLERK - RECORDER	\$450.00		
	Invoice		Date	Description		Amount			
	M-2021-001		06/23/2021	Exempt Filing		\$50.00			
	R-2020-043		06/23/2021	Exempt Filing		\$50.00			

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	R-2021-002		06/23/2021	Exempt Filing			\$50.00		
	RM-2021-001		06/23/2021	Exempt Filing			\$50.00		
	RM-2021-007		06/23/2021	Exempt Filing			\$50.00		
	RM-2021-009		06/23/2021	Exempt Filing			\$50.00		
	TR-2021-001		06/23/2021	Exempt Filing			\$50.00		
	TR-2021-015		06/23/2021	Exempt Filing			\$50.00		
	TUP-2021-001		06/23/2021	Exempt Filing			\$50.00		
728173	06/25/2021	Open			Accounts Payable	CUPERTINO BHUBANESWAR SISTER	\$900.00		
	Invoice		Date	Description		Amount			
	181015SS		10/15/2018	Bhubaneswar Sister City Reimbursement		\$900.00			
728174	06/25/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$348.76		
	Invoice		Date	Description		Amount			
	8626/3		06/10/2021	Grounds - Plants		\$348.76			
728175	06/25/2021	Open			Accounts Payable	DEX SYSTEMS ENGINEERING	\$1,701.83		
	Invoice		Date	Description		Amount			
	1473		06/11/2021	Speaker Cable Cupertino Room; Audio Fiber equipment install		\$840.00			
	1475		06/20/2021	Communtiy Hall Podium Project		\$861.83			
728176	06/25/2021	Open			Accounts Payable	ECS IMAGING INC	\$2,275.00		
	Invoice		Date	Description		Amount			
	16110		06/21/2021	ECS Gold Priority Support		\$2,275.00			
728177	06/25/2021	Open			Accounts Payable	FLEET BODYWORX INC.	\$3,090.72		
	Invoice		Date	Description		Amount			
	42470		06/09/2021	fleet: vin HEB70263 body work		\$3,090.72			
728178	06/25/2021	Open			Accounts Payable	FOSTER BROS SECURITY SYSTEMS INC	\$345.73		
	Invoice		Date	Description		Amount			
	328303		06/21/2021	Fac: bbf locks		\$345.73			
728179	06/25/2021	Open			Accounts Payable	GOT GOPHERS, INC.	\$3,575.00		
	Invoice		Date	Description		Amount			
	14702		06/16/2021	Grounds: Initial 4-week clean out of parks		\$3,575.00			
728180	06/25/2021	Open			Accounts Payable	GRANITE ROCK COMPANY	\$345,220.02		
	Invoice		Date	Description		Amount			
	995577		06/08/2021	Bubb Road Separate Bikeway through 050121-053121		\$345,220.02			
728181	06/25/2021	Open			Accounts Payable	INTERSTATE BATTERY SYSTEM SAN JOSE INC.	\$357.01		
	Invoice		Date	Description		Amount			
	10301366		06/22/2021	Fleet: batteries + auto parts		\$357.01			
728182	06/25/2021	Open			Accounts Payable	KNORR SYSTEMS, INC.	\$287.76		
	Invoice		Date	Description		Amount			
	SI231091		06/18/2021	Facilities - Sodium Bicarbonate 50lb		\$287.76			

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
728183	06/25/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$213.91		
	Invoice		Date	Description		Amount			
	106930		06/14/2021	Grounds - 1/3Yd 6 Sack		\$213.91			
728184	06/25/2021	Open			Accounts Payable	NAPA AUTO PARTS #388	\$92.15		
	Invoice		Date	Description		Amount			
	641555		06/14/2021	fleet: fuel and cooling sys dye		\$92.15			
728185	06/25/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$202.51		
	Invoice		Date	Description		Amount			
	2591-143743		06/15/2021	Fleet: Auto Parts		\$50.69			
	2591-143898		06/16/2021	Fleet: Auto Parts		\$82.22			
	2591-143689		06/15/2021	Fleet: Auto Parts		\$69.60			
728186	06/25/2021	Open			Accounts Payable	Operating Engineer #3	\$1,431.62		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Union Dues pp 6/5/21-6/18/21		\$1,431.62			
728187	06/25/2021	Open			Accounts Payable	PACIFIC COAST TRANE SERV	\$2,699.75		
	Invoice		Date	Description		Amount			
	J18963		05/31/2021	Facilities - Tracer SC Retrofit Upgrade		\$2,699.75			
728188	06/25/2021	Open			Accounts Payable	PACIFIC POLYMERS CO	\$6,882.75		
	Invoice		Date	Description		Amount			
	7136		06/15/2021	Grounds - Plastic Bags		\$6,882.75			
728189	06/25/2021	Open			Accounts Payable	READYREFRESH BY NESTLE	\$101.39		
	Invoice		Date	Description		Amount			
	11F0027344597		06/09/2021	Service Center - Bottled Water COVID		\$101.39			
728190	06/25/2021	Open			Accounts Payable	REUSER INC.	\$2,815.47		
	Invoice		Date	Description		Amount			
	28286		05/11/2021	Trees/ROW - Woodchips		\$2,815.47			
728191	06/25/2021	Open			Accounts Payable	ROYAL BRASS INC	\$53.33		
	Invoice		Date	Description		Amount			
	950869-001		03/29/2021	Streets - Crimp Fitting, Combo Pres Hose		\$53.33			
728192	06/25/2021	Open			Accounts Payable	SAN JOSE WATER COMPANY	\$81,631.46		
	Invoice		Date	Description		Amount			
	Import - 883680		05/25/2021	0068410000-1 - 22221 McClellan 8302		\$696.01			
	Import - 883681		05/25/2021	0134100000-6 - 8303 Memorial Park		\$4,938.58			
	Import - 883682		06/02/2021	0251610000-1 - 19500 Calle De Barcelona		\$87.63			
	Import - 883684		05/25/2021	0345710000-0 - Alderbrook Ln.FS		\$117.79			
	Import - 883686		05/25/2021	0677310000-0 - 10300 Torre Ave LS (Comm.Hall)		\$767.73			
	Import - 883688		05/25/2021	1198300000-8 - 21979 San Fernando Ave. 6620		\$224.06			
	Import - 883689		05/25/2021	1250520000-1 - 6620 Blackberry/Snack		\$579.29			
	Import - 883690		05/25/2021	1332100000-5 - Hyde Avenue		\$227.26			
	Import - 883691		05/25/2021	1393820000-6 - Irrig SC/Stelling LS (Stev Crk Blvd)		\$116.66			
	Import - 883693		05/25/2021	1444810000-9 - Hyannisport Dr. LS		\$4,583.94			
	Import - 883694		06/02/2021	1649600000-7 - Barrington Bridge Lane		\$285.22			
	Import - 883697		05/25/2021	1735700000-3 - 8303 Memorial Park Restroom		\$259.58			
	Import - 883698		05/25/2021	1787904559-3 - 22221 McClellan 8302		\$297.91			
	Import - 883699		05/25/2021	1832500000-0 - Ruppell PL LS		\$2,538.43			
	Import - 883700		05/25/2021	1836700000-9 - 8322 Mary Mini Park		\$310.33			

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Import - 883701		05/25/2021		1987700000-0 - Alderbrook Ln LS		\$6,478.19		
	Import - 883702		05/25/2021		2228610000-7 - 21111 Stevens Crk LS		\$421.97		
	Import - 883703		05/25/2021		2243500000-9 - 10300 Ainsworth Dr.LS		\$3,142.09		
	Import - 883704		05/25/2021		2286120000-8 - 21251 Stevens Creek Blvd		\$73.90		
	Import - 883705		05/25/2021		2288800000-1 - 8306 Somerset Park		\$772.13		
	Import - 883706		06/02/2021		2628900000-7 - Farallone Dr.LS		\$5,071.74		
	Import - 883707		05/25/2021		2649300000-9 - 10300 Torre Ave. FS (Comm.Hall)		\$117.79		
	Import - 883708		05/25/2021		2892070144-9 - 22221 McClellan 8320		\$147.80		
	Import - 883709		05/25/2021		2958510000-0 - 10555 Mary Ave.		\$136.96		
	Import - 883710		05/25/2021		2974010000-2 - 21251 Stevens Creek Blvd		\$406.74		
	Import - 883711		05/25/2021		2984810000-3 - 8504 Alves and Stelling		\$239.27		
	Import - 883713		05/25/2021		3207400000-4 - 21710 McClellan 8312		\$2,456.98		
	Import - 883714		05/25/2021		3296700000-4 - Irrig SC/Stelling LS (Stev Crk Blvd)		\$71.00		
	Import - 883715		05/25/2021		3322910000-4 - 8306 Somerset Park(Stokes Ave)		\$224.06		
	Import - 883717		05/25/2021		3530520000-4 - 21111 Stev.Crk Blvd 8510		\$279.87		
	Import - 883718		05/25/2021		3612707315-7 - Stocklmeir Ct		\$817.81		
	Import - 883719		05/25/2021		3673220000-5 - Stev.Crk/Cupertino Rd.		\$71.00		
	Import - 883721		04/26/2021		6287575324-3 - 22241 McClellan Rd (Simms)		\$145.37		
	Import - 883722		05/25/2021		3746710000-6 - 21111 Stev.Crk BL FS		\$116.13		
	Import - 883723		05/25/2021		3841010000-2 - 8507 Monta Vista Park		\$254.50		
	Import - 883724		05/25/2021		3856110000-9 - 8322 Stella Estates		\$71.00		
	Import - 883727		05/25/2021		3900520000-9 - 10300 Torre Ave		\$471.16		
	Import - 883728		05/25/2021		4012210000-7 - 22601 Voss Av 8304		\$3,732.72		
	Import - 883729		05/25/2021		4103020000-4 - 6620 Blackberry/Snack		\$533.61		
	Import - 883730		05/25/2021		4227520000-6 - 8303 Memorial Park		\$929.45		
	Import - 883734		05/25/2021		5122900000-8 - Portable Meter		\$469.60		
	Import - 883735		05/25/2021		5237400000-9 - Dumas Dr, LS		\$4,599.38		
	Import - 883737		05/25/2021		5356310000-6 - 8322 Stev.Crk/Median		\$224.06		
	Import - 883741		05/25/2021		5778910000-5 - 8504 Quinlan Ln.FS		\$73.90		
	Import - 883742		05/25/2021		5835000000-4 - 8322 Stelling/Alves		\$140.60		
	Import - 883743		05/25/2021		5929210000-1 - 8322 Ann Arbor Ct		\$140.60		
	Import - 883744		05/25/2021		5948100000-4 - Emerg Irrig/Golf		\$7,568.39		
	Import - 883745		05/25/2021		5986710000-6 - 10300 Torre Ave. FS (Comm.Hall)		\$440.27		
	Import - 883746		05/25/2021		5997110000-9 - 7555 Barnhart Pl		\$4,064.05		
	Import - 883747		05/25/2021		6292600000-1 - 10800 Torre Ave LS		\$3,013.98		
	Import - 883748		05/25/2021		6296810000-8 - 8322 Stev.Crk BI median		\$101.44		
	Import - 883749		05/25/2021		6405210000-1 - 8506 McClellan Ranch		\$121.74		
	Import - 883750		05/25/2021		6578520000-0 - 8322 Foothill/Alpine LS		\$140.60		
	Import - 883751		05/25/2021		6730700000-9 - 21975 San Fernando Av		\$375.49		
	Import - 883753		05/25/2021		6788620000-4 - 10555 Mary Ave. 8503		\$269.72		
	Import - 883755		05/25/2021		6907100000-9 - Alderbrook Ln		\$194.07		
	Import - 883756		05/25/2021		6935200000-9 - 8303 Memorial Park		\$6,384.91		
	Import - 883757		05/25/2021		6973320000-5 - 8301 Linda Vista PK1		\$244.35		
	Import - 883758		05/25/2021		7036000000-7 - 85 Stev.Crk/Mary LS		\$140.60		
	Import - 883760		05/25/2021		7054200000-8 - 8322 Phar Lap LS		\$43.20		
	Import - 883762		05/25/2021		7495200000-3 - 10300 Torre Ave FS		\$117.79		
	Import - 883764		05/25/2021		7630410000-1 - Salem Av.LS		\$445.09		
	Import - 883767		05/25/2021		7930000000-1 - 8322 Stelling/Christensen Dr.		\$150.74		
	Import - 883768		05/25/2021		8006810000-9 - 10450 Mann Dr		\$43.20		
	Import - 883769		05/25/2021		8065700000-8 - Peninsula and Fitzgerald Is		\$48.26		

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	Import - 883770		05/25/2021		8148220000-3 - Sterling BL LS(Sterling BarnhartPk)		\$427.13		
	Import - 883771		05/25/2021		8270010000-9 - Janice Ave.LS		\$224.06		
	Import - 883772		05/25/2021		8287220000-9 - 8322 Stevens Cr/San Antonio Ls		\$106.52		
	Import - 883773		05/25/2021		8427420000-9 - 8322 Foothill/Vista Knoll		\$160.89		
	Import - 883774		05/25/2021		8549600000-2 - Bubbl Rd.LS		\$3,729.47		
	Import - 883776		05/25/2021		8647520000-1 - 10555 Mary Ave/Corp Yard FS		\$190.02		
	Import - 883777		05/25/2021		8755010000-9 - 10455 Miller Ave/Creekside		\$424.84		
	Import - 883778		05/25/2021		8879620000-9 - 8504 Christensen Dr		\$229.12		
	Import - 883779		05/25/2021		8886800000-6 - 8301 Linda Vista PK2		\$224.06		
	Import - 883782		05/25/2021		9377600000-7 - 8307 Varian Park		\$2,928.94		
	Import - 883790		05/25/2021		9824500000-9 - 8322 Irrig SC/Stelling		\$216.72		
728193	06/25/2021	Open			Accounts Payable	SRIXON/CLEVELAND GOLF/XXIO	\$432.00		
	Invoice		Date		Description	Amount			
	6434862 SO		05/28/2021		srixon balls merchandise	\$432.00			
728194	06/25/2021	Open			Accounts Payable	STEVE PAGAN	\$95.00		
	Invoice		Date		Description	Amount			
	SteveP062221		06/22/2021		QSP Renewal Reimbursement for Steve Pagan	\$95.00			
728195	06/25/2021	Open			Accounts Payable	SUMMERWINDS GARDEN CNTR INC.	\$138.93		
	Invoice		Date		Description	Amount			
	1404/59		06/10/2021		Grounds - Supplies	\$138.93			
728196	06/25/2021	Open			Accounts Payable	SUNSHINE UNLIMITED	\$3,156.30		
	Invoice		Date		Description	Amount			
	Spring06032021		06/03/2021		payment for May classes	\$3,156.30			
728197	06/25/2021	Open			Accounts Payable	SYSCO - SAN FRANCISCO	\$2,866.74		
	Invoice		Date		Description	Amount			
	450301312		06/10/2021		Food for BBF Cafe	\$2,866.74			
728198	06/25/2021	Open			Accounts Payable	UNITED SITE SERVICES INC.	\$768.61		
	Invoice		Date		Description	Amount			
	114-12042065		06/08/2021		Facilities - Wilson Park Porta Potty	\$504.87			
	114-11948763		05/12/2021		porta potty	\$263.74			
728199	06/25/2021	Open			Accounts Payable	WESTERN PACIFIC SIGNAL LLC	\$3,567.57		
	Invoice		Date		Description	Amount			
	27737		06/10/2021		Pedestrian Push Button, Flasher, Bicycle Signaling	\$3,567.57			
728200	06/25/2021	Open			Accounts Payable	WILBUR-ELLIS COMPANY LLC	\$173.05		
	Invoice		Date		Description	Amount			
	14397766		06/18/2021		Grounds - Jet Wasp/Hornet	\$173.05			
728201	06/25/2021	Open			Accounts Payable	DAVE, VEDIKA	\$39.00		
	Invoice		Date		Description	Amount			
	Dave052821		05/28/2021		Live Scan and Fingerprinting Reimbursement	\$39.00			
728202	06/25/2021	Open			Accounts Payable	KATCHAPALAYAM, NILA	\$72.00		
	Invoice		Date		Description	Amount			
	Nila051521		05/13/2021		Live Scan and Fingerprinting Reimbursement	\$72.00			

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728203	06/25/2021	Open			Accounts Payable	Lowe, Jaylin	\$72.00		
	Invoice		Date	Description		Amount			
	Lowe60721		06/07/2021	Live Scan and Fingerprinting Reimbursement		\$72.00			
728204	06/25/2021	Open			Accounts Payable	RASHIDI , NEGIN	\$588.00		
	Invoice		Date	Description		Amount			
	2004411.030		06/03/2021	Activity 13345, 14093, 14094 withdraw due to injury		\$588.00			
728205	06/25/2021	Open			Accounts Payable	SELVANESAN, RAJESHWARAN	\$1,500.00		
	Invoice		Date	Description		Amount			
	272625		06/22/2021	622 MILLER AVE, ENCROACHMENT, 272625		\$1,500.00			
Type Check Totals:							\$477,636.40		
EFT									
31918	06/25/2021	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Colonial Products pp 6/5/21-6/18/21		\$29.16			
31919	06/25/2021	Open			Accounts Payable	Employment Development	\$9,269.11		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	State Disability Insurance pp 6/5/21-6/18/21		\$9,269.11			
31920	06/25/2021	Open			Accounts Payable	PERS-457K	\$6,411.51		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	PERS Deferred Comp pp 6/5/21-6/18/21		\$6,411.51			
31921	06/25/2021	Open			Accounts Payable	State Disbursement Unit	\$276.92		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Child Support pp 6/5/21-6/18/21		\$276.92			
31922	06/25/2021	Open			Accounts Payable	AIRGAS USA LLC	\$72.50		
	Invoice		Date	Description		Amount			
	9980352707		05/31/2021	Fleet - Cylinder Rental		\$72.50			
31923	06/25/2021	Open			Accounts Payable	ANDERSON'S TREE CARE SPECIALISTS, INC	\$7,840.00		
	Invoice		Date	Description		Amount			
	14521		05/07/2021	Grounds - Tree Work for Stockmeir		\$4,520.00			
	14663		06/18/2021	Grounds - Jollyman Oak & Pear Pruning		\$2,600.00			
	14664		06/18/2021	Grounds - Jollyman Oak & Pear Pruning		\$720.00			
31924	06/25/2021	Open			Accounts Payable	B&H PHOTO VIDEO	\$8,751.52		
	Invoice		Date	Description		Amount			
	189595205		06/04/2021	Shure Microphones for the Cupertino Room		\$3,380.09			
	190090633		06/17/2021	BrightEye Scan Converters		\$4,612.86			
	189551571		06/03/2021	Assisted Listening Devices		\$758.57			
31925	06/25/2021	Open			Accounts Payable	BARONE, DAN	\$55.00		
	Invoice		Date	Description		Amount			
	DanB051821		05/18/2021	Cell charges 4/19/21-5/18/21		\$55.00			
31926	06/25/2021	Open			Accounts Payable	BATTERIES PLUS BULBS #475	\$95.92		
	Invoice		Date	Description		Amount			
	P40705715		06/14/2021	Facilities: 4 6V Leads		\$95.92			

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31927	06/25/2021	Open			Accounts Payable	BECK'S SHOES INCORPORATED	\$398.21		
	Invoice		Date	Description		Amount			
	245140-00		06/04/2021	Safety Apparel Boots		\$398.21			
31928	06/25/2021	Open			Accounts Payable	BOUCHER LAW	\$7,197.50		
	Invoice		Date	Description		Amount			
	563		06/20/2021	Employee Health and Benefit Programs		\$350.00			
	562		06/20/2021	COVID-19 Matters		\$1,152.50			
	564		06/20/2021	Labor & Employment Law Matters		\$5,695.00			
31929	06/25/2021	Open			Accounts Payable	CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE	\$3,216.00		
	Invoice		Date	Description		Amount			
	21025-1		06/18/2021	Quinlan Preschool Shade Structure through 053121		\$3,216.00			
31930	06/25/2021	Open			Accounts Payable	CHESAPEAKE SYSTEMS INTERNATIONAL, LLC	\$4,975.00		
	Invoice		Date	Description		Amount			
	00011890		05/03/2021	CatDV Annual Maintenance & Support		\$4,975.00			
31931	06/25/2021	Open			Accounts Payable	CLEARBLU ENVIRONMENTAL	\$678.52		
	Invoice		Date	Description		Amount			
	25271		05/24/2021	Streets - 55 Gal Soap		\$678.52			
31932	06/25/2021	Open			Accounts Payable	CROWE LLP	\$20,000.00		
	Invoice		Date	Description		Amount			
	741-2436608		06/23/2021	Professional Services ,for the period ended June 20, 2021		\$20,000.00			
31933	06/25/2021	Open			Accounts Payable	CSG CONSULTANTS, INC.	\$66,077.50		
	Invoice		Date	Description		Amount			
	36567		05/14/2021	BB Farm Wood Pole Integrity Investigation through 043021		\$660.00			
	36569		05/14/2021	Bubb Road Separated Bikeway Improvements SO5 through 043021		\$3,920.00			
	37260		06/11/2021	Bubb Rd. Separated Bikeway Improvement through 053121		\$9,730.00			
	36568		05/14/2021	RCT Proj. No. 2020-13 SO\$4 21-505		\$28,172.50			
	37259		06/11/2021	RCT Proj. No. 2020-13 S0 #4 21-505		\$23,595.00			
31934	06/25/2021	Open			Accounts Payable	CUBIC ITS, INC.	\$4,490.80		
	Invoice		Date	Description		Amount			
	90082886		04/29/2021	Adaptive Traffic Signaling and Multimodal Traffic Count Contrac		\$4,490.80			
31935	06/25/2021	Open			Accounts Payable	CUPERTINO SUPPLY INC	\$301.70		
	Invoice		Date	Description		Amount			
	261607		06/17/2021	Trees/ROW - PVC Pipe		\$301.70			
31936	06/25/2021	Open			Accounts Payable	DBA PRECISION CONCRETE CUTTING	\$17,026.33		
	Invoice		Date	Description		Amount			
	51824		06/22/2021	Streets - Sidewalk Infrastructure Inspections		\$17,026.33			

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31937	06/25/2021	Open			Accounts Payable	DERO	\$314.99		
	Invoice		Date	Description			Amount		
	INV-00048749		06/01/2021	Facilities - Bike Pump in Front of Library			\$314.99		
31938	06/25/2021	Open			Accounts Payable	DOGGIE WALK BAGS INC	\$5,334.47		
	Invoice		Date	Description			Amount		
	0094119-IN		06/10/2021	Grounds - Doggie Bags			\$5,334.47		
31939	06/25/2021	Open			Accounts Payable	Eflex Group, Inc	\$3,992.63		
	Invoice		Date	Description			Amount		
	06182021		06/18/2021	FSA Employee Health pp 6/5/21-6/18/21			\$3,992.63		
31940	06/25/2021	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESR	\$20,000.00		
	Invoice		Date	Description			Amount		
	94060797		06/22/2021	ArcGIS Velocity Standard US Region Term License			\$20,000.00		
31941	06/25/2021	Open			Accounts Payable	EPAC TECHNOLOGIES, INC.	\$749.63		
	Invoice		Date	Description			Amount		
	E339433		06/08/2021	city logo envelops for QCC & SC			\$749.63		
31942	06/25/2021	Open			Accounts Payable	EWING IRRIGATION PRODUCTS, INC.	\$7,713.28		
	Invoice		Date	Description			Amount		
	14455930		06/10/2021	Grounds - Supplies			\$7,713.28		
31943	06/25/2021	Open			Accounts Payable	FOLGER GRAPHICS INC	\$2,137.49		
	Invoice		Date	Description			Amount		
	129260		06/01/2021	Housing Mailer Printing			\$2,137.49		
31944	06/25/2021	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$4,375.55		
	Invoice		Date	Description			Amount		
	862146		06/15/2021	Grounds - Chain Loop Edger			\$4,073.09		
	862152		06/15/2021	fleet: gear head, chain loop			\$302.46		
31945	06/25/2021	Open			Accounts Payable	GIULIANI & KULL - SAN JOSE, INC.	\$1,120.00		
	Invoice		Date	Description			Amount		
	16588		05/28/2021	Job #18169 Vallco Parcel Map through 040121- 043021			\$1,120.00		
31946	06/25/2021	Open			Accounts Payable	GRAINGER INC	\$691.81		
	Invoice		Date	Description			Amount		
	9925634652		06/08/2021	Facilities - Credit for Invoice# 9917296841			(\$334.52)		
	9925726730		06/08/2021	Facilities - Striplight			\$334.53		
	9939983178		06/21/2021	fac: filters sports center			\$691.80		
31947	06/25/2021	Open			Accounts Payable	GRANICUS, LLC	\$1,418.14		
	Invoice		Date	Description			Amount		
	140883		06/26/2021	Legistar & Granicus Encoding Appliance Software June 2021			\$1,418.14		
31948	06/25/2021	Open			Accounts Payable	HMH ENGINEERS INC	\$4,197.00		
	Invoice		Date	Description			Amount		
	40185		06/07/2021	Regnart Creek Trail Construction through 05292021			\$4,197.00		

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31949	06/25/2021	Open			Accounts Payable	ICMA Retirement Trust-457	\$13,037.09		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	ICMA Deferred Comp pp 6/5/21-6/18/21		\$13,037.09			
31950	06/25/2021	Open			Accounts Payable	IFPTE LOCAL 21	\$1,910.99		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Association Dues - CEA pp 6/5/21-6/18/21		\$1,910.99			
31951	06/25/2021	Open			Accounts Payable	IMPEC GROUP INC.,	\$2,611.98		
	Invoice		Date	Description		Amount			
	2106222		06/15/2021	Facilities - Sports Center Sanitation Stations		\$2,451.98			
	2104208		04/30/2021	Facilities - April 2021 MV HS Lock Down 2-4 Gates		\$160.00			
31952	06/25/2021	Open			Accounts Payable	JAMES COLVIN	\$150.00		
	Invoice		Date	Description		Amount			
	062121		06/21/2021	PT for June		\$150.00			
31953	06/25/2021	Open			Accounts Payable	JINDY GARFIAS	\$55.00		
	Invoice		Date	Description		Amount			
	JindyG061121		06/11/2021	Cell Phone Reimbursement - Jindy G 5-12-21 to 6-11-21		\$55.00			
31954	06/25/2021	Open			Accounts Payable	JUNIPER HOTEL CUPERTINO	\$451.26		
	Invoice		Date	Description		Amount			
	3356		06/16/2021	Senior Meal Delivery for 06/14, 06/16/2021		\$451.26			
31955	06/25/2021	Open			Accounts Payable	KEVIN RIEDEN	\$391.92		
	Invoice		Date	Description		Amount			
	KevinR10202020		10/20/2020	Cell Phone Reimbursement through 092120-102020		\$55.00			
	KevinR11172020		11/17/2020	Cell Phone Reimbursement through 101820-111720		\$37.50			
	KevinR01122021		01/12/2021	Cell Phone Reimbursement through 01122021		\$51.52			
	KevinR02122021		02/12/2021	Cell Phone Reimbursement through 02122021		\$51.51			
	KevinR03122021		03/12/2021	Cell Phone Reimbursement through 03122021		\$51.52			
	KevinR04122021		04/12/2021	Cell Phone Reimbursement through 04122021		\$46.51			
	KevinR05122021		05/12/2021	Cell Phone Reimbursement through 05122021		\$46.51			
	KevinR12122020		12/12/2020	Cell Phone Reimbursement through 12122020		\$51.85			
31956	06/25/2021	Open			Accounts Payable	KIMBALL-MIDWEST	\$397.69		
	Invoice		Date	Description		Amount			
	8965390		06/15/2021	Streets - Fluted Street Light Pole Project		\$335.18			
	8952200		06/09/2021	Fleet - Suppleis		\$62.51			
31957	06/25/2021	Open			Accounts Payable	KIRSTEN SQUARCIA	\$164.57		
	Invoice		Date	Description		Amount			
	KirstenS062321		06/23/2021	Reimbursement - Mouse, Charger, Adapter		\$164.57			
31958	06/25/2021	Open			Accounts Payable	LAFCO	\$4,447.45		
	Invoice		Date	Description		Amount			
	06112021		06/11/2021	LAFCO -SHARE OF COSTS FY 21--22		\$4,447.45			
31959	06/25/2021	Open			Accounts Payable	MARILYN ROAF	\$420.00		
	Invoice		Date	Description		Amount			
	5		06/22/2021	Housing Consultant 2021/05-06		\$420.00			

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31960	06/25/2021	Open			Accounts Payable	MARSHA HOVEY LLC	\$9,150.00		
	Invoice		Date	Description		Amount			
	CUP-010		06/04/2021	COOP Planning Services - May 2021		\$9,150.00			
31961	06/25/2021	Open			Accounts Payable	MICHAEL BAKER INTERNATIONAL, INC.	\$230.00		
	Invoice		Date	Description		Amount			
	1113293		04/16/2021	CWP Edits to Survey Monkey for Housing Survey 2021/03		\$115.00			
	1119574		06/21/2021	CWP collect images for Housing Survey 2021/05		\$115.00			
31962	06/25/2021	Open			Accounts Payable	MITCHELL, BILL	\$45.25		
	Invoice		Date	Description		Amount			
	BillM062321		06/23/2021	Bill Cell - May 17, 2021 - Jun 16, 2021		\$45.25			
31963	06/25/2021	Open			Accounts Payable	MONICA G. RANES-GOLDBERG	\$440.00		
	Invoice		Date	Description		Amount			
	062121		06/21/2021	June classes		\$440.00			
31964	06/25/2021	Open			Accounts Payable	National Deferred (ROTH)	\$4,500.70		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Nationwide Roth pp 6/5/21-6/18/21		\$4,500.70			
31965	06/25/2021	Open			Accounts Payable	National Deferred Compensatin	\$35,013.55		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	Nationwide Deferred Compensation pp 6/5/21-6/18/21		\$35,013.55			
31966	06/25/2021	Open			Accounts Payable	NI GOVERNMENT SERVICES INC.	\$79.04		
	Invoice		Date	Description		Amount			
	20102907051		11/01/2020	Satellite Cell Phone Services - October 2020		\$79.04			
31967	06/25/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$700.78		
	Invoice		Date	Description		Amount			
	177442391001		06/03/2021	Service Center - Kitchen Supplies		\$118.47			
	176248022001		06/07/2021	Service Center - USB		\$290.63			
	176249124001		06/07/2021	Service Center - Mouse/Keyboard		\$74.11			
	176300460001		05/28/2021	Office Supplies for Code Enforcement- Maptack,Wipes,Battery,Marke		\$188.10			
	169591205001		04/22/2021	Kitchen Supplies for Code Enforcement - Creamer		\$7.39			
	175458923001		06/03/2021	This credit of -\$22.06 relates to invoice 176300460001		(\$22.06)			
	175467501001		06/04/2021	Office Supplies for Code Enforcement - Hand Dispenser		\$22.06			
	174690521001		05/28/2021	Office Supplies for Code Enforcement - Batteries		\$22.08			
31968	06/25/2021	Open			Accounts Payable	PARS/City of Cupertino	\$4,030.67		
	Invoice		Date	Description		Amount			
	06182021		06/18/2021	PARS Employee pp 6/5/21-6/18/21		\$4,030.67			
31969	06/25/2021	Open			Accounts Payable	PROFESSIONAL TURF MANAGEMENT, INC.	\$17,060.00		
	Invoice		Date	Description		Amount			
	1134		06/05/2021	Golf Course Monthly Gate Service Fee - June 2021		\$60.00			
	1132		06/05/2021	Golf Course Monthly Maintenance Fee - June 2021		\$17,000.00			

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31970	06/25/2021	Open			Accounts Payable	RAYCHEL RENEE BALCIONI CRUZ	\$846.00		
	Invoice		Date	Description		Amount			
	062121		06/21/2021	June classes		\$846.00			
31971	06/25/2021	Open			Accounts Payable	RECOLOGY SOUTH BAY	\$17.29		
	Invoice		Date	Description		Amount			
	115353		05/28/2021	Finance Charge		\$17.29			
31972	06/25/2021	Open			Accounts Payable	REDGWICK CONSTRUCTION COMPANY	\$38,802.75		
	Invoice		Date	Description		Amount			
	5, 4582		05/31/2021	Linda Vista Trail through 053121		\$38,802.75			
31973	06/25/2021	Open			Accounts Payable	REWIRE LEADERSHIP INSTITUTE	\$4,011.64		
	Invoice		Date	Description		Amount			
	22941		04/30/2021	Coaching Management Sessions #7, #8 (Brian Babcock)		\$717.41			
	22954		05/31/2021	Coaching Management Sessions 9-11, discount (Brian Babcock)		\$717.43			
	22934		04/30/2021	Coaching - Leadership - KA		\$1,546.08			
	22936		05/31/2021	Coaching - Leadership- KA		\$1,030.72			
31974	06/25/2021	Open			Accounts Payable	SDI PRESENCE LLC	\$4,987.50		
	Invoice		Date	Description		Amount			
	6722		05/31/2021	May 2021 Strategic Planning services		\$4,987.50			
31975	06/25/2021	Open			Accounts Payable	SERVES YOU RIGHT	\$75.00		
	Invoice		Date	Description		Amount			
	4149		06/02/2021	Small Claim Serve Fee (Case #21 SC 085240)		\$75.00			
31976	06/25/2021	Open			Accounts Payable	SPENCON CONSTRUCTION INC	\$102,898.54		
	Invoice		Date	Description		Amount			
	8601		05/31/2021	Reconstruction Curbs, Gutters and Sidewalks Progress Payment #4		\$102,898.54			
31977	06/25/2021	Open			Accounts Payable	STANDS AND MOUNTS.COM	\$4,173.61		
	Invoice		Date	Description		Amount			
	196602		06/08/2021	Community Hall Podium Project		\$4,173.61			
31978	06/25/2021	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY AND SIGNS	\$1,146.14		
	Invoice		Date	Description		Amount			
	05034232		06/22/2021	Streets: aquaphalt buckets		\$1,146.14			
31979	06/25/2021	Open			Accounts Payable	SUNNYVALE FORD	\$909.67		
	Invoice		Date	Description		Amount			
	188887		06/17/2021	Fleet: veh 428 VIN EEB02766 reservo + kit		\$866.55			
	188512		06/10/2021	Fleet: VEH 428 VIN EEB02766 sensor		\$43.12			
31980	06/25/2021	Open			Accounts Payable	SUPERCO SPECIALTY PRODUCTS	\$583.94		
	Invoice		Date	Description		Amount			
	PSI400323		06/11/2021	Grounds - 3100 Handheld Odorless		\$555.91			
	PSI393689		04/26/2021	Streets - Lrg White Lint Free Gloves		\$28.03			
31981	06/25/2021	Open			Accounts Payable	TANASE, KEN	\$55.00		
	Invoice		Date	Description		Amount			
	KentT060721		06/07/2021	Cell phone charges 5/8/21-6/7/21		\$55.00			

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
31982	06/25/2021	Open			Accounts Payable	TENJI INC	\$2,043.50		
	Invoice		Date	Description			Amount		
	3234		06/16/2021	Facilities - Library May 2021 Aquarium Maintenance			\$2,043.50		
31983	06/25/2021	Open			Accounts Payable	THE HOME DEPOT PRO	\$409.33		
	Invoice		Date	Description			Amount		
	618730550		05/21/2021	Facilities - Park Bathroom Supplies			\$409.33		
31984	06/25/2021	Open			Accounts Payable	THERMAL MECHANICAL, INC.	\$1,734.70		
	Invoice		Date	Description			Amount		
	82141		05/31/2021	Facilities: inspect and replace failed motor			\$1,734.70		
31985	06/25/2021	Open			Accounts Payable	US BANK-PURCHASING CARD PROGRAM	\$43,208.66		
	Invoice		Date	Description			Amount		
	KevinK061521		06/15/2021	8746 CC Charges			\$480.00		
	KarenL061521		06/15/2021	8993CCCharges			\$515.95		
	KimI6152021		06/15/2021	5169 CC Charges			\$53.88		
	CyrahC061521		06/15/2021	0363 CC Charges			\$819.54		
	BrianB061521		06/15/2021	3634 CC Charges			\$1,160.28		
	KennethE061521		06/15/2021	5954 CC Charges			\$4,656.64		
	BennyH061521		06/15/2021	1015 CC Charges			\$868.20		
	MarilynM061521		06/15/2021	6763 CC Charges			\$2,231.40		
	AmandaH061521		06/15/2021	9326 CC Charges			\$91.43		
	RSander061521		06/15/2021	4371 CC Charges			\$94.50		
	KelseyH061521		06/15/2021	1679 CC Charges			\$4,511.71		
	RobertD061521		06/15/2021	6680 CC Charges			\$487.30		
	JonF061521		06/15/2021	3969 CC Charges			\$400.00		
	DanielM061521		06/15/2021	9167 CC Charges for 6.15.21			\$12.95		
	LaurenS061521		06/15/2021	0578 CC Charges			\$69.95		
	RicA061521		06/15/2021	9906 cc charges			\$367.64		
	JasonF061521		06/15/2021	0161 cc charges			\$120.00		
	KaneW061521		06/15/2021	2813 cc charges			\$66.28		
	ShawnT061521		06/15/2021	7105 cc charges			\$422.93		
	KeithW061521		06/15/2021	8803CCCharges			\$67.64		
	TyB061521		06/15/2021	6047 CC Charges			\$2,826.78		
	AshleyS061521		06/15/2021	7654 cc charges			\$316.09		
	RUDYL061521		06/15/2021	8736 CC Charges			\$253.90		
	ANDREWS061521		06/15/2021	9993 CC Charges			\$1,095.14		
	CESARG061521		06/15/2021	9076 cc charges			\$124.60		
	DOMS061521		06/15/2021	7167 cc charges			\$123.13		
	IKAP061521		06/15/2021	8108 cc charges			\$918.96		
	JINDYG061521		06/15/2021	0175 CC Charges			\$53.59		
	RobG061521		06/15/2021	6980 CC Charges			\$407.10		
	Branton061521		06/15/2021	5320 CC Charges			\$883.05		
	AlexC06152021		06/15/2021	0400 CC Charges			\$78.00		
	UrsulaS061521		06/15/2021	2512 CC Charges			\$1,500.00		
	ReiD061521		06/15/2021	9254CCCharge			\$3,940.16		
	MollyJ061521		06/15/2021	4137 CC Charges			\$7,373.92		
	SundariP061521		06/15/2021	9702 CC Charges			\$437.70		
	RobertK061521		06/15/2021	7858 CC Charges			\$1,809.71		
	JasonG061521		06/15/2021	2795 cc charges			\$528.23		

Payment Register

From Payment Date: 6/19/2021 - To Payment Date: 6/25/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Colleen061521		06/15/2021	0798 cc charges			\$3,040.38		

Type EFT Totals:

Main Account - Main Checking Account Totals

68 Transactions

\$510,399.40

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$477,636.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$477,636.40	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$510,399.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	68	\$510,399.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$988,035.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$988,035.80	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$477,636.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$477,636.40	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	68	\$510,399.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	68	\$510,399.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	\$988,035.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	112	\$988,035.80	\$0.00

Approved: Beth Viajar

06.28.2021



CITY OF CUPERTINO

Agenda Item

21-9528

Agenda Date: 7/20/2021
Agenda #: 19.

Subject: Consideration of Award of Construction Contract for the 2021 Pavement Maintenance Phase 2 - Project No. 2021-106.

Award a Construction Contract for 2021 Pavement Maintenance Phase 2 Project, Authorize the City Manager to Execute a Contract in the Amount of \$906,906.00 with Intermountain Slurry Seal, Inc., and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$90,690.00, for a Total Authorized Contract Amount of \$997,596.00.



PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: 6/1/2021

Subject

Consideration of Award of Construction Contract for the 2021 Pavement Maintenance Phase 2 – Project No. 2021-106.

Recommended Action

Award a Construction Contract for 2021 Pavement Maintenance Phase 2 Project, Authorize the City Manager to Execute a Contract in the Amount of \$906,906.00 with Intermountain Slurry Seal, Inc., and Authorize the Director of Public Works to Execute any Necessary Change Orders, up to the Construction Contingency Amount of \$90,690.00, for a Total Authorized Contract Amount of \$997,596.00.

Discussion

On June 29, 2021, the City received four bids for the 2021 Pavement Maintenance Phase 2 Project. This project provides crack sealing, fog sealing, and micro-surfacing on multiple streets throughout the City. A listing of these streets is included in Attachment A. The following is a summary of bids deemed responsive.

Bidder	Bid Amount
Engineers Estimate	\$1,100,000.00
Intermountain Slurry Seal	\$906,906.00
Pavement Coating Systems	\$929,368.00
Graham Contractors	\$1,005,215.60
VSS International	\$1,098,000.00

Sustainability Impact

Maintaining and preserving the local streets and road systems in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing. This leads to reduced vehicle emissions, helping the City achieve their air quality and Greenhouse Gas (GHG) emission reduction goals.

CEQA

This item is exempt from the California Environmental Quality Act (CEQA) under 14 C.C.R. Sections 15301(c), repair and maintenance of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

Fiscal Impact

Award of this project will result in a fiscal impact up to \$997,596.00. Sufficient funds are available in 270-85-821 900-971 (Capital Outlay SB1). No further appropriations are needed.

Prepared by: Jo Anne Johnson, Public Works Project Manager

Reviewed by: Jimmy Tan, Acting Director of Public Works

Approved for Submission by: Dianne Thompson, Acting City Manager

Attachments:

A – 2021 Pavement Maintenance Phase 1 Project Street List

B – Draft Contract

Street Name	From	To	Treatment
Alhambra Ave	Santa Clara	Grand	Crack Seal / Micro
Amherst*	Portal	End	Crack Sealk / Fog Seal
Amistad Ct	Voss	End	Crack Sealk / Fog Seal
Arata Way	Loree	Calvert	Crack Seal
Bahl St*	Vista Knoll	Ainsworth	Crack Sealk / Fog Seal
Barbara In*	Pepper Tree	Scofield	Crack Sealk / Fog Seal
Barnhart Ave	Moretti	Sterling	Crack Sealk / Fog Seal
Barnhart Ct	Barnhart	End	Crack Seal / Micro
Barranca Dr	Penninsular	Homestead Rd	Crack Sealk / Fog Seal
Baxley Ave	Linda Vista	End	Crack Sealk / Fog Seal
Beardon Ave	Alves	N End	Crack Seal / Micro
Bilich Place	Wheaton	End	Crack Sealk / Fog Seal
Blaney Ct	Blaney	End	Crack Seal / Micro
Bonny Dr*	Scofield	McClellan	Crack Sealk / Fog Seal
Carmada Ct	Randy	End	Crack Sealk / Fog Seal
Carmen Rd	Carmen	Stenves Creek	Crack Seal / Micro
Carol Lee Dr	Wheaton	Chavoya	Crack Sealk / Fog Seal
Caroline Dr	Maxine	Penninsular	Crack Sealk / Fog Seal
Carta Blanca St*	Vista Knoll	Ainsworth	Crack Sealk / Fog Seal
Carver Dr	Tuggle	Pendergast	Crack Sealk / Fog Seal
Chace Dr	Starling	End	Crack Sealk / Fog Seal
Chavoya Dr	Carol Lee	Randy	Crack Sealk / Fog Seal
Collingsworth St	Wilkinson	Sutherland	Crack Seal / Micro
Crestline Dr	Shadowhill	End	Crack Sealk / Fog Seal
Cupertino Rd	Crescent	Stevens Creek	Crack Sealk / Fog Seal
De Anza Blvd	Bollinger Rd	Homestead Rd	Crack Seal
De Foe Dr	De Foe	Westlynn	Crack Seal / Micro
De Foe Dr	Bollinger	Westlynn	Crack Seal / Micro
De La Farge	Jollyman	Westlynn	Crack Seal / Micro
Disney Dr*	Miller	Stendhal	Crack Seal / Micro
Dumas	Jollyman	Westlynn	Crack Seal / Micro
Fallenleaf	Collony Hills	Westlynn	Crack Seal / Micro
Farallone Dr*	Bollinger Rd	John	Crack Sealk / Fog Seal
Fig Tree Ct*	Pear Tree	End	Crack Seal / Micro
Fitzgerald	Stokes	Dempster	Crack Sealk / Fog Seal
Flora Vista Ave	Hazelbrook	Greenleaf	Crack Seal / Micro
Forest Ave*	Randy	Blaney	Crack Sealk / Fog Seal
Gardena Ct	Gardena	End	Crack Sealk / Fog Seal
Hale Pl	Gardena	End	Crack Sealk / Fog Seal
Heatherwood Dr	Westlynn	Tuscany	Crack Seal / Micro
Hibiscus Dr	Barranca	Maxine	Crack Sealk / Fog Seal
Hogue Ct	Randy	End	Crack Sealk / Fog Seal
Hollyhead Ln	Squirehill	End	Crack Sealk / Fog Seal
Hunter Way	Morengo	Carver	Crack Sealk / Fog Seal
Hunterston Pl	Robindell	Orion	Crack Sealk / Fog Seal
Imperial Ave	McClellan	Alcazar	Crack Seal / Micro
John Dr*	Blaney	Farralone	Crack Sealk / Fog Seal

Jollyman Dr	Dumas	De La Farge	Crack Seal / Micro
Kendle St*	Vista Knoll	Ainsworth	Crack Seal / Fog Seal
La Roda Ct	La Roda Dr	End	Crack Seal / Fog Seal
Linda Ann Ct	Chace	End	Crack Seal / Fog Seal
Linda Vista Dr*	Santa Teresa	Hyannisport	Crack Seal / Fog Seal
Lockwood Dr	Alcalde	Voss	Crack Seal / Fog Seal
Loree Ave	Sterling	Johnson	Crack Seal / Fog Seal
Loree Ave	Moretti	Calvert	Crack Seal / Fog Seal
Loree Ave	Calvert	Johnson	Crack Seal / Micro
Loree Ave	Stern	Moretti	Crack Seal / Micro
Mary Ave	Stevens Creek	N End	Crack Seal / Micro
McClellan Rd	Madrid	SR-85	Crack Seal
Merriman Rd	Voss	End	Crack Seal / Fog Seal
Merritt*	Blaney	W End	Crack Seal / Micro
Minette Dr	Newsom	Wunderlich	Crack Seal / Micro
Minette Pl	Minette Dr	End	Crack Seal / Micro
Myer Pl	Wheaton	End	Crack Seal / Fog Seal
Normandy Way	Aster	Rosegarden	Crack Seal / Micro
Patric Ct*	Farralone	End	Crack Seal / Fog Seal
Peach Tree Ct*	Pear Tree	End	Crack Seal / Micro
Peach Tree Ln*	Plum Tree	Cherry Tree	Crack Seal / Micro
Pear Tree Ln*	Blaney	Baywood	Crack Seal / Micro
Peninsula	Stevens Creek	Fitzgerald	Crack Seal / Fog Seal
Penninsular Ave	Caroline	Barranca	Crack Seal / Fog Seal
Pinole Ct*	Farralone	End	Crack Seal / Fog Seal
Rainbow Dr	Stelling	Deanza	Crack Seal
Rainbow Pl	Rainbow	End	Crack Seal / Fog Seal
Randy Ln*	Forest	Stevens Creek	Crack Seal / Fog Seal
Riedel Pl	Wheaton	End	Crack Seal / Fog Seal
Salem Dr	Foothill	Apline	Crack Seal / Fog Seal
San Leandro Ave*	Santa Paula	McClellan	Crack Seal / Fog Seal
Santa Clara Ave	Alhambra	Grand	Crack Seal / Micro
Santa Teresa*	Hyannisport	Terrace	Crack Seal / Micro
Scofield Dr*	Barbara	Western	Crack Seal / Fog Seal
Stendhal Ln*	Phil	Disney	Crack Seal / Micro
Terra Bella	Terrace	Lindy	Crack Seal / Micro
University Ave	Peninsula	Alhambra	Crack Seal / Micro
Valley Green Dr	Stelling	Beardon	Crack Seal / Micro
Vista Dr*	Lazaneo	Merritt	Crack Seal / Micro
Wallace Dr	Barranca	Maxine	Crack Seal / Fog Seal
West Hill Ct	West Hill Ln	End	Crack Seal / Fog Seal
West Hill Ln	Stelling	End	Crack Seal / Fog Seal
Westlynn Way	Tiptoe	Bollinger	Crack Seal / Micro
Wheaton Dr*	Portal	End	Crack Seal / Fog Seal
Wheaton Dr*	Blaney	Stevens Creek	Crack Seal / Fog Seal
Wilkinson Ave	Hyannisport	End	Crack Seal / Fog Seal
Woodridge Ct	Lockwood	End	Crack Seal / Micro

Contract

This public works contract ("Contract") is entered into by and between the City of Cupertino ("City") and Intermountain Slurry Seal, Inc. ("Contractor"), for work on the 2021 Pavement Maintenance Phase 2 Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal and accompanying Bid Schedule, a copy of which is attached for convenience as Exhibit A, to perform the Work to construct the Project. On July 20, 2021, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: Caltrans Standard Details, Estimated Quantities, Attachment A – Work Hour Restrictions, Attachment A-A Shelter in Place and Social Distancing Requirements,
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$906,906.00 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 45 working days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,000 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Director of Public Works
10300 Torre Ave
Cupertino, CA 95014

408-777-3254
Attn: Roger Lee
Rogerl@cupertino.org

Copy to: Project Manager
joannej@cupertino.org

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CONTRACTOR

<insert full name of Contractor above>

CITY OF CUPERTINO
A Municipal Corporation

By _____
Name _____
Title _____
Date _____

By _____
Name _____
City Manager
Date _____

By _____
Name _____
Title _____
Date _____

APPROVED AS TO FORM:

By _____
Name _____
City Attorney
Date _____

ATTEST:

Kirsten Squarcia
City Clerk
Date _____

Contract Amount: \$906,906.00
P.O. No. _____
Account No. 270-85-821 900-971

END OF CONTRACT



CITY OF CUPERTINO

Agenda Item

21-9123

Agenda Date: 7/20/2021
Agenda #: 20.

Subject: Consideration of Approval of a Contract Amendment with Nomad Transit, LLC (Via) to 1) Extend Via-Cupertino Shuttle Pilot Program by Extending the Contract Time; 2) Update Contract Language Due to California Assembly Bill (AB) 5, and Proposition 22; and 3) to Increase Driver Compensation.

Approve a Contract Amendment with Nomad Transit, LLC (Via) (Attachment A) Extending the Contract End Date from August 20, 2021 to October 31, 2022, Including Revisions to Contract Language Pursuant to AB 5 and Proposition 22, and to Increase Driver Compensation.



PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Consideration of Approval of a Contract Amendment with Nomad Transit, LLC (Via) to 1) Extend Via-Cupertino Shuttle Pilot Program by Extending the Contract Time; 2) Update Contract Language Due to California Assembly Bill (AB) 5 and Proposition 22; and 3) to Increase Driver Compensation.

Recommended Action

Adopt a Contract Amendment with Nomad Transit, LLC (Via) (Attachment A) Extending the Contract End Date from August 20, 2021 to October 31, 2022, Including Revisions to Contract Language Pursuant to AB 5 and Proposition 22, and to Increase Driver Compensation.

Discussion

The Via-Cupertino Community Shuttle launched on October 29, 2019, in response to growing community concern over traffic congestion and a desire to employ a sustainable transportation solution in Cupertino. The service features small vans that provide on-demand transit anywhere within Cupertino, also connecting to the Sunnyvale Caltrain station and Kaiser Permanente Santa Clara. Additional program information is available on the City website, www.cupertino.org/shuttle. The budget allocation for this program was made on June 18, 2019, and the agreement with Via was approved by City Council on August 20, 2019. Service was suspended on August 24, 2020 due to the COVID-19 pandemic and approval of this contract amendment will enable the service to resume on September 1, 2021. The existing contract will expire on August 20, 2021.

Background

After the shuttle launch, ridership grew steadily due to outreach efforts. As word-of-mouth spread, ridership reached nearly 4,000 monthly trips. The utilization rate, which indicates the number of shared rides, also grew steadily reaching a monthly average of 2.5 by February 2020. A survey conducted in early March 2020 before the pandemic indicated a high level of satisfaction with the service. A year later, in March 2021, a rider survey showed that 88 percent of respondents would use Via-Cupertino when service resumes.

After the Santa Clara County Health Department issued a stay-at-home order on March 13, 2020, Via-Cupertino ridership decreased significantly. Despite the sudden drop in ridership, some riders continued to use the service and the trip data suggested those trips were to essential services such as grocery stores. A reduced service, with fewer vans and shorter hours of operation was maintained through August 2020. After this time, and due to increasingly restrictive health orders, very few trips were taken, and the program was suspended. Per the terms of the suspension agreement, monthly payments of \$3,125 were made to Via during the suspension period for non-operation. These payments covered non-operational and administrative program costs (vehicle holding fees, data fees, and other ancillary costs). In exchange for these fees Via will allow the program to be restarted without additional launch fees.

Contract Amendment

This contract amendment includes updated language regarding AB 5 and Proposition 22, it extends the length of the contract, and increases driver compensation.

AB 5 is a law that became effective January 1, 2020 that requires that most wage-earning workers be classified as employees, and not independent contractors. Proposition 22 was approved by voters in November 2020 and grants an exception to app-based Transportation Network Companies (TNC's) from this provision. Via has confirmed that its operations in Cupertino will qualify for the exemption, as operational, scheduling, and technical changes have been made to comply with AB 5 and Proposition 22. Via has agreed to indemnify the City from any potential liabilities regarding compliance with the provisions of AB 5 and Proposition 22. Complying with AB 5 and Proposition 22 has led to some cost increases, however less funds were expended during COVID due to the suspended service and the previously allocated budget will cover these additional costs through the remainder of the pilot program.

The amended contract will expire on October 31, 2022. Expiration on this date adds time for when the service was suspended plus an additional two months. The purpose of the added two months is to allow time for the preparation of a Request for Proposals (RFP) if Council decides to make the program permanent.

Driver pay will be raised \$3 per hour to be more competitive given the nationwide labor shortage. All drivers are independent contractors.

Re-launch

Re-launch planning is currently underway, with marketing materials being prepared, design work on the vehicle wrap (exterior graphics on the vans), and updates to the Via-Cupertino app. Upon execution of the contract amendment, vehicles will be ordered from Avis (Via's vehicle partner) and service is scheduled to resume on September 1, 2021.

The service will launch with eight vans to avoid previous capacity issues and long wait times which occurred in February and early March 2020 due to the popularity of the program. There is no additional cost to the City to launch with more vans, as Via only schedules driver shifts based on demand. Previously, fewer vans were used at launch and ordering additional vans proved to be a lengthy process.

Rates & Hours of Operation

At launch the service will operate Monday to Friday, 7am – 7pm, and Saturday from 9am-5pm. Fares will be \$4 per trip and \$2 for discounted fares (senior, low-income, disabled, and student). This is two hours per-day less than the original hours of operation. This change will help offset rising labor costs and will better match changing travel patterns.

Vehicles

The vehicles used will no longer be Mercedes Metris, as many riders disliked the high step into the vans. Instead, Dodge Caravans and Chrysler Pacificas will be used in the service. The new vans will feature refreshed graphics. All vans except for the wheelchair accessible vans will feature bike racks. Cyclists will be able to reserve a rack space using the app.

Next Steps

The Via-Cupertino shuttle will operate until October 31, 2022. Staff will return to Council by June 2022 to report on the progress of the pilot program. A community survey will be conducted by this time to receive community feedback. With this information, staff anticipates making a recommendation to Council to authorize an RFP process to solicit bids for a permanent on-demand transit service by the end of summer 2022. Pending this authorization and a successful RFP, a permanent shuttle program could be in place by November 1, 2022.

Sustainability Impact

On-demand transit and shared rides have the potential to convert trips that would have otherwise been made in single-occupancy vehicles. This has the potential to reduce local congestion and Vehicle Miles Traveled (VMT) by offering shared rides anywhere in Cupertino and by connecting to the Sunnyvale Caltrain station. These connections enable more Cupertino residents and visitors to use the growing regional rail network. Reducing VMT has a corresponding reduction in greenhouse gas (GHG,) and helps further goals outlined in the City's Climate Action Plan. Additionally, by including bicycle racks on vans, the system helps cyclists by providing a backup during inclement weather, or when making difficult connections where there are gaps in the bicycle network.

Fiscal Impact

No fiscal impact. Of the approved \$1.75 million allocated to the Via-Cupertino shuttle, \$561,137.76 has been spent to date. Passenger fares are credited from each Via invoice, which totals \$20,270.52 to date.

The increase in driver pay will result in an estimated \$163,346.20 increase in cost. The remaining budget of \$1,188,862.24 is sufficient to cover this increase and is expected to be fully expended through the performance of the agreement by the end of the amended contract date of October 31, 2022.

The City was awarded a grant from the Bay Area Air Quality District's (BAAQMD) Pilot Trip Reduction Program, however as the grant is narrowly tied to Sunnyvale Caltrain trips, with reduced commuting tied to the COVID-19 pandemic, it is unlikely to generate significant revenue through the end of the pilot program. Transportation staff continues to research alternative funding sources to support the program.

Prepared by: Chris Corrao, Senior Transit & Transportation Planner

Reviewed by: Roger Lee, Director of Public Works; David Stillman, Transportation Manager

Approved for Submission by: Dianne Thompson, Acting City Manager

Attachments:

A – Draft Contract Amendment

B – Ridership Heat Map

AMENDMENT NO. 1
to the
PROFESSIONAL/CONSULTING SERVICES AGREEMENT
between the
CITY OF CUPERTINO
and
NOMAD TRANSIT LLC
July 20, 2021

This Amendment No. 1 to the Professional/Consulting Services Agreement between the City of Cupertino ("the City") and NoMad Transit LLC ("Contractor"), hereinafter the "Parties," dated August 20, 2019 (the "Existing Contract"), is made and entered into this 20th day of July, 2021. Except as expressly amended herein, the Existing Contract is in full force and effect.

RECITALS

WHEREAS, the City and Contractor entered into the Existing Contract, effective as of August 20, 2019 for the Cupertino On-Demand Shuttle Pilot Program ("Shuttle Program");

WHEREAS, the City and Contractor entered into a Temporary Covid-19 Suspension Service Order to pause operations of the Shuttle Program, effective August 23, 2020, due to the continued public health emergency associated with the Covid-19 pandemic;

WHEREAS, in light of the current state of the public health emergency associated with the Covid-19 pandemic, the Parties have determined that the Temporary Covid-19 Suspension Service Order should terminate on September 1, 2021 and the Shuttle Program will resume operations on that date ("Relaunch");

WHEREAS, the Contractor has informed the City that it intends to ensure that the Shuttle Program will come within and comply fully with California law, including as modified by Proposition 22;

NOW, THEREFORE, IT IS MUTUALLY AGREED by Parties hereto to amend the Existing Contract as set forth below.

1. TIME OF PERFORMANCE (Section 3):

Section 3.1 shall be revised to read as follows: "This Agreement begins on the Effective Date and ends on October 31, 2022 ("Contract Time"), unless terminated earlier as provided herein. In addition, one 3-month contract extension will be allowed upon mutual agreement by the Contractor and the City, which would extend the contract end date to January 31, 2023. Contractor's Services shall begin on August 20, 2019 and shall end on October 31, 2022 or January 31, 2023 if the optional extension is approved by both parties. This extension of the Time of Performance shall not increase the total "not to exceed" value of this Agreement (\$1,750,000), stated in Section 4 below."

2. OPTIONAL COVID-19 SUSPENSION ORDER

1. Should there be mutual agreement to temporarily suspend service in light of limited ridership due to the ongoing Covid-19 public health crisis, Via will undertake necessary action to implement a temporary service suspension. This will include, but is not limited to, removing Via-Cupertino branding from vans, returning vans to their lessor, and communicating to customers the suspension of the service. Via will undertake all necessary actions to resume operation of the service upon the City's written request no fewer than eight (8) calendar weeks prior to the City's desired restart date. These actions will include acquiring new service vehicles, applying service branding to the new vehicles, re-training driver partners, and communicating to riders the resumption of service. Upon the resumption of service, Via will continue to operate the Via-Cupertino service for the remainder of this contract.
2. Customer shall pay to Via the following fee in the event of a temporary service suspension:

Invoicing Terms
\$3,125 per month

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Via will invoice the City for the first payment after the initiation of the suspension order. During such time as the Via-Cupertino service remains suspended under this Suspension Order, Via shall not invoice the City any additional fees as stated in the Agreement.

3. INDEMNIFICATION; LIMITATION OF LIABILITY (Section 11):

Section 11.1 shall be revised by adding a new clause (f), which shall read as follows: "(f) Any violation of labor and/or employment laws, including claims based, in full or in part, on a theory of joint employer liability. This indemnity shall include any claims made by anyone, including drivers and independent contractors, who perform any work in connection with the Shuttle Program."

A new Section 11.6 is added which shall read as follows: "The indemnification specified in Section 11.1(f) shall survive termination or closeout of the Agreement or final payment and is in addition to any other rights or remedies that City may have under the law or under the Agreement."

4. COMPLIANCE WITH LABOR LAWS (Section 13.2):

Section 13.2 shall be revised by adding the following text at the end: "Contractor is also responsible for ensuring the Shuttle Program is operated in compliance with all applicable labor laws, including but not limited to, Proposition 22."

5. EXHIBIT C – FEES:

1. The first paragraph of Exhibit C and the pricing table thereto shall be deleted in their entirety and replaced with the following:

"The table below outlines the payment structure, in which Cupertino would be charged on a per driver hour and price per service hours basis. The total contract value shall not exceed

\$1,750,000. Contractor has proposed these fees in response to the passage of Proposition 22, reasoning that the new law requires the provision of new mandatory protections and benefits to drivers, and promotes customer and public safety through additional safety-related procedures. Contractor's interpretation of Proposition 22 is that such benefits and protections provided to drivers include, *inter alia*, guaranteed minimum earnings, eligibility for healthcare contributions, additional loss and liability insurance protections, and implementation of additional safety training. The fees detailed in the Amended Contract column below reflect changes in fees Contractor has proposed in connection with its planned implementation of and compliance with Proposition 22."

City of Cupertino Total Contract Value - Amended for Prop 22						
Original Contract (From Launch 10/28/2019 - 11/30/2020) Before Prop 22 Adjustments			Amended Contract (From 12/01/2020 - 10/31/2022) After Prop 22 Adjustments			
Price per Driver Hour	Price per Customer Service Hour	Total Estimated Cost	Price per Driver Hour	Price per Customer Service Hour	Total Estimated Cost	
N/A	N/A	\$122,200	N/A	N/A	\$0	
Fixed (Upfront) Costs						
Total Upfront Cost						\$0
Total Cost per Driver Hour						\$1,044,516
Total Cost per Customer Service Hour						\$98,000
Other Adjustments (Outage Credits, Driver Tips, and Suspension Costs)						\$4,950
Total Estimated Cost to City of Cupertino						\$1,147,467

Total Not-to-Exceed Amount for 18-Month Original Contract + 14-Month Extension (Unchanged from Original Contract)	\$1,750,000
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Note: Pricing excludes all taxes (e.g. Access for All fees), which are to be passed through as incurred.

Driver Hours & Service Hours Summary:

Total Implied Driver Hours	9,197	24,416
Total Implied Service Hours	3,350	3,920

2. The subsection "Monthly Fees" shall be replaced with the following text:

Monthly Fees

Cupertino shall pay the following fees, to be invoiced monthly by Contractor, starting upon Relaunch:

- \$42.78 per driver hour
- \$25.00 per service hour

This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 as of the date herein set forth.

CITY OF CUPERTINO

By: _____
Dianne Thompson, Acting City Manager

NOMAD TRANSIT LLC

By: Erin Abrams
Erin Abrams, Manager

APPROVED AS TO FORM

By: _____
Heather M. Minner, City Attorney

ATTEST:

By: _____
Kirsten Squarcia, City Clerk









A - Draft Contract Amendment.

Final Audit Report

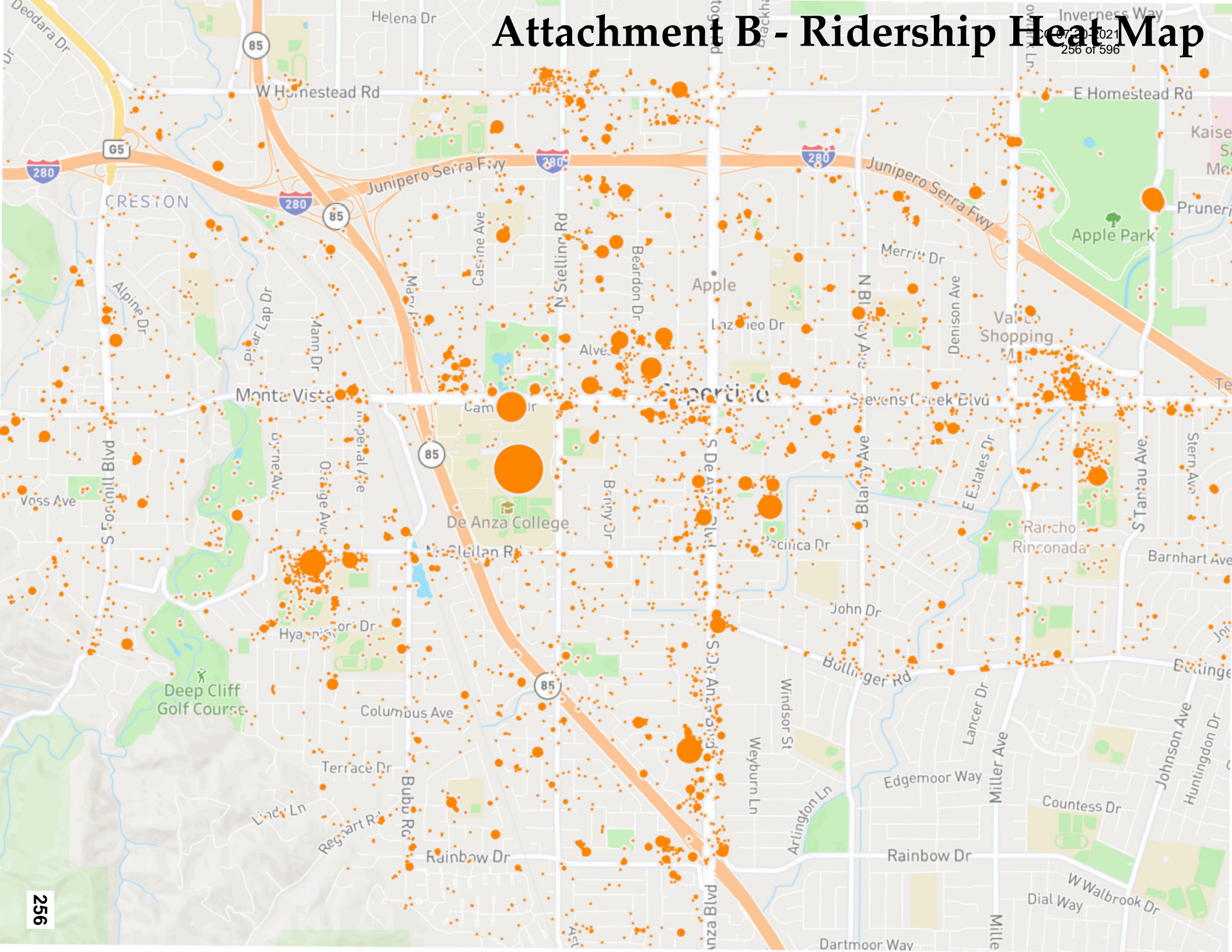
2021-07-08

Created:	2021-07-07
By:	Julia Kinst (juliak@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3unam2QhpK9PaFAyYFIRrJmmQI75MG_X

"A - Draft Contract Amendment." History

-  Document created by Julia Kinst (juliak@cupertino.org)
2021-07-07 - 8:33:34 PM GMT- IP address: 216.198.111.214
-  Document emailed to Jennifer Thompson (jennifer.thompson@ridewithvia.com) for approval
2021-07-07 - 8:37:17 PM GMT
-  Email viewed by Jennifer Thompson (jennifer.thompson@ridewithvia.com)
2021-07-07 - 8:43:39 PM GMT- IP address: 66.249.84.241
-  Document approved by Jennifer Thompson (jennifer.thompson@ridewithvia.com)
Approval Date: 2021-07-08 - 6:54:18 PM GMT - Time Source: server- IP address: 208.184.154.83
-  Document emailed to Erin Abrams (erin@ridewithvia.com) for signature
2021-07-08 - 6:54:21 PM GMT
-  Email viewed by Erin Abrams (erin@ridewithvia.com)
2021-07-08 - 6:54:23 PM GMT- IP address: 66.249.92.197
-  Document e-signed by Erin Abrams (erin@ridewithvia.com)
Signature Date: 2021-07-08 - 10:41:09 PM GMT - Time Source: server- IP address: 100.38.155.48
-  Agreement completed.
2021-07-08 - 10:41:09 PM GMT

Attachment B - Ridership Heat Map





CITY OF CUPERTINO

Agenda Item

21-9367

Agenda Date: 7/20/2021
Agenda #: 21.

Subject: Consider and Act on Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Amending City Code Section 11.27.145, Designation of Preferential Parking Zones, to Add Serra Street (All Saturdays, Sundays, and Holidays, from 6 a.m. to 2 p.m.)"

Conduct a Second Reading and Enact Ordinance No. 21-2228: "An Ordinance of the City Council of the City of Cupertino Amending City Code Section 11.27.145, Designation of Preferential Parking Zones, to Add Serra Street (All Saturdays, Sundays, and Holidays, from 6 a.m. to 2 p.m.)"

ORDINANCE NO. 21-2228

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
AMENDING CITY CODE SECTION 11.27.145, DESIGNATION OF PREFERENTIAL
PARKING ZONES, TO ADD SERRA STREET (ALL SATURDAYS, SUNDAYS,
AND HOLIDAYS, FROM 6 A.M. TO 2 P.M.)**

The City Council of the City of Cupertino finds that:

1. Under the provisions of Section 22507 of the California Vehicle Code (CVC), Chapter 11.27 has been established in the Cupertino Municipal Code allowing the City Council to establish preferential parking zones in Cupertino in which parking will be prohibited as established by ordinance of the City Council.
2. Exemptions from such prohibition, when not otherwise indicated, will be by securing and displaying in a vehicle a type of parking permit described in Chapter 11.27.

WHEREAS, Serra Street, due to its proximity to Rancho San Antonio Park, experiences a large influx of overflow parking on weekends and holidays from users of the Park; and

WHEREAS, In conformance with the City's established preferential parking zone program, a successful petition has been received by residents of Serra Street in which greater than two-thirds of residents support the establishment of a preferential parking zone; and

WHEREAS, Necessary fees have been paid by residents of Serra Street in conformance with the approved fee schedule to enable staff to bring the approval of this ordinance forward for City Council consideration.

**NOW, THEREFORE, THE CITY COUNCIL OF THE OF CITY OF CUPERTINO
DOES ORDAIN AS FOLLOWS:**

SECTION 1. Adoption.

The Cupertino Municipal Code is hereby amended as set forth in Attachment A, at the bottom of this ordinance.

SECTION 2: Severability and Continuity.

Ordinance No. _____

The City Council declares that each section, sub-section, paragraph, sub-paragraph, sentence, clause and phrase of this ordinance is severable and independent of every other section, sub-section, paragraph, sub-paragraph, sentence, clause and phrase of this ordinance. If any section, sub-section, paragraph, sub-paragraph, sentence, clause or phrase of this ordinance is held invalid, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of such portion, and further declares its express intent that the remaining portions of this ordinance should remain in effect after the invalid portion has been eliminated. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Cupertino Municipal Code, these provisions shall be construed as continuations of those provisions and not as an amendment to or readoption of the earlier provisions.

SECTION 3: California Environmental Quality Act.

This Ordinance is not a project under the requirements of the California Environmental Quality Act (CEQA), together with related State CEQA Guidelines because it has no potential for resulting in physical change in the environment. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility that the action approved may have a significant effect on the environment. The CEQA guidelines apply only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the proposed action establishing a preferential parking zone would have no or only a de minimis effect on the environment because there will be an overall decrease in the use of street parking on Serra Street and there will be no significant impacts to the environment based on such decreased use or displacement of parked vehicles. The foregoing determination is made by the City Council in its independent judgment.

SECTION 4: Effective Date.

This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937.

SECTION 5: Publication.

Ordinance No. _____

The City Clerk shall give notice of adoption of this Ordinance as required by law. Pursuant to Government Code Section 36933, a summary of this Ordinance may be prepared by the City Clerk and published in lieu of publication of the entire text. The City Clerk shall post in the office of the City Clerk a certified copy of the full text of the Ordinance listing the names of the City Council members voting for and against the ordinance.

INTRODUCED at a regular meeting of the Cupertino City Council on June 15, 2021, and **ENACTED** at a regular meeting of the Cupertino City Council on July 20, 2021 by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

<p>SIGNED:</p> <p>_____</p> <p>Darcy Paul, Mayor City of Cupertino</p>	<p>_____</p> <p>Date</p>
<p>ATTEST:</p> <p>_____</p> <p>Kirsten Squarcia, City Clerk</p>	<p>_____</p> <p>Date</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Heather Minner, City Attorney</p>	<p>_____</p> <p>Date</p>

Attachment A – An ordinance to amend Table 11.27.145, adding Serra Street to list of streets with Preferential Parking Zones

The sections of the Cupertino Municipal Code set forth below are amended or adopted as follows:

11.27.145 Designation of Preferential Parking Zones.

The following street areas are designated as preferential parking zones under this chapter:

Street	Limits	Special Hours
Ann Arbor Court	Lauretta Drive to Christensen	Daily 7:00 a.m.-- 10:00 p.m.
August Lane	All	M--F 9:00 a.m.-- 5:00 p.m.
Barbara Lane	East side	M--F 8:00 a.m.-- 7:30 p.m.
Barbara Lane	Scofield Drive to Pepper Tree Lane	Sat 8:00 a.m.--4:00 p.m.
Black Oak Way	Sycamore Drive to end	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.
Bonny Drive	Sola to Scofield	M--F 8:00 a.m.-- 7:30 p.m.
Bonny Drive	Scofield Drive to Shelly Drive	Sat 8:00 a.m.--4:00 p.m.
Byrne Avenue	McClellan to 200 feet north	M--F 8:00 a.m.-- 4:00 p.m.
Canyon Oak Way	Cristo Rey Drive to 21101 Canyon Oak Way	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.
Cedar Tree Lane	Blaney to Orange Tree Lane	Sun 7:00 a.m.-- 12:00 p.m.
Cedar Tree Court	Cedar Tree Lane to end of cul de sac	Sun 7:00 a.m.-- 12:00 p.m.
Christensen Drive	All	Daily 7:00 a.m.-- 10:00 p.m.
Clearcreek Court	All	F--Sun 6:00 p.m.-- 2:00 a.m.
Clearwood Court	All	F--Sun 6:00 p.m.-- 2:00 a.m.
Dolores Avenue	Byrne Avenue to 200 feet west of Orange Avenue	M--F 7:00 a.m.-- 4:00 p.m. while school is in session
Fairwoods Court	South Stelling Road to end	Daily
Fenway Court	All	Daily 7:00 a.m.-- 10:00 p.m.
Fort Baker Drive	Presidio to Hyannisport	M--F 8:00 a.m.-- 3:30 p.m.
Hammond Way	East end to west end	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.

Ordinance No. _____

Hyannisport Drive	Fort Baker to Linda Vista Drive	M--F 7:00 a.m.-- 4:00 p.m. while school is in session
Imperial Avenue	Alcazar Avenue to McClellan Road	M--F 8:00 a.m.-- 3:30 p.m. while school is in session
Juniper Court	Oak Valley Road to end	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.
Larry Avenue	Merritt Drive to Lucille Avenue	M--F, 8:00 a.m.-4:00 p.m.
Lily Avenue	All	M--F 8:00 a.m.-- 7:30 p.m.
Lily Court	All	M--F 8:00 a.m.-- 7:30 p.m.
Madrid Road	From McClellan Road to the end	M--F 7:00 a.m.- -4:00 p.m.
McClellan Road	East side, 430 feet west of Byrne Avenue to Madrid Road	M--F 7:00 a.m.-- 4:00 p.m.
Merritt Drive	Blaney to east of Baywood Court 100 feet	Sun 7:00 a.m.-- 12:00 p.m.
Merritt Drive	Vista Drive to Orange Tree Lane	M--F, 8:00 a.m.-4:00 p.m.
New Haven Drive	All	M--F 8:00 a.m.-- 3:30 p.m.
Noble Fir Court	All	Daily, 8:00 a.m.-7:30 p.m.
Noonan Court	All	M--F 8:00 a.m.-- 4:00 p.m.
Oak Valley Road	Cupertino City limit to Sycamore Drive	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.
Old Town Court	All	M--F 8:00 a.m.-- 3:30 p.m.
Orange Avenue	East side McClellan to Noonan Court	M--F 8:00 a.m.-- 4:00 p.m.
Orange Avenue	West side McClellan to Dolores	M--F 8:00 a.m.-- 4:00 p.m.
Orange Tree Lane	Cedar Tree Lane south 175 feet	Sun 7:00 a.m.-- 12:00 p.m.
Pacifica Avenue	Northside from Torre Avenue to a point 460 feet easterly thereof	M--F 7:00 a.m. - 3:00 p.m., except holidays
Peppertree Lane	All	M--F 8:00 a.m.-- 7:30 p.m.
Peppertree Lane	Stelling Road to	Sat 8:00 a.m.--4:00 p.m.
Phar Lap Drive	Stevens Creek Blvd. to Clearcreek Court	F--Su 6:00 p.m.-- 2:00 a.m.
Presidio Drive	Fort Baker to New Haven	M--F 8:00 a.m.-- 3:30 p.m.
Presidio Drive	Providence Court to New Haven Court	M--F 8:00 a.m.-- 3:30 p.m.
Presidio Drive	100 feet east of New Haven Court to 100 feet west of New Haven Court	M--F 8:00 a.m.-- 3:30 p.m.
Randy Lane	Merritt Drive to Lucille Avenue	M--F 8:00 a.m.- 4:00 p.m.
Red Fir Court	All	Daily, 8:00 a.m.-7:30 p.m.

Ordinance No. _____

Rodrigues Avenue	Southside from Torre Avenue to a point 230 feet easterly thereof	M--F 7:00 a.m. - 5:00 p.m., except holidays
Rodrigues Avenue	Southside from a point 300 feet east of Torre Avenue to a point 340 feet easterly there of	Daily
Rodrigues Avenue	Southside from a point 340 feet east of Torre Avenue to a point 625 feet easterly thereof	M--F 7:00 a.m.- 5:00 p.m., except holidays
Rose Blossom	McClellan to Lily Way	M--F 8:00 a.m.-- 7:30 p.m.
Santa Lucia Road	Stevens Canyon to Merriman Road	Daily
Scofield Drive	Barbara to Western	M--F 8:00 a.m.-- 7:30 p.m.
September Court	All	M--F 9:00 a.m.-- 5:00 p.m.
September Drive	McClellan to 200 feet south of August Lane	M--F 9:00 a.m.-- 5:00 p.m.
<u>Serra Street</u>	<u>All</u>	<u>Sat, Sun, holidays 6:00 a.m.--2:00 p.m.</u>
Shattuck Drive	All	M--F 8:00 a.m. - 3:30 p.m. when school is in session
Shelly Drive	Bonny to Westacres	M--F 8:00 a.m.-- 7:30 p.m.
Stelling Road	McClellan to Erin	Daily
Stevens Canyon Road	West side Santa Lucia north 200 feet	Daily
Sycamore Drive	St. Joseph Avenue to Oak Valley Road	Sat, Sun, holidays 7:00 a.m.- -4:00 p.m.
Torre Avenue	Eastside from Rodrigues Avenue to a point 265 feet southerly thereof	M--F 7:00 a.m.- 5:00 p.m., except holidays
Tula Court	All	First Saturday of each month 8:00 a.m.--12:00 p.m.
Tula Lane	All	First Saturday of each month 8:00 a.m.--12:00 p.m.
White Fir Court	All	Daily, 8:00 a.m.-7:30 p.m.
Wilkinson Ave	Hyannisport to Columbus	M--F 8:00 a.m.-- 3:30 p.m.

*Text added to existing provisions is shown in bold double-underlined text (**example**) and text to be deleted is shown in strikethrough (~~example~~). Text in existing provisions is not amended or readopted by this Ordinance. Text in italics is explanatory and is not an amendment to the Code.*

Ordinance No. _____

Where the explanatory text indicates that a new section is being added to the City Code, the new section is shown in plain text.



CITY OF CUPERTINO

Agenda Item

21-9236

Agenda Date: 7/20/2021
Agenda #: 22.

Subject: Hearing to approve lien assessment and collection of fees on private parcels resulting from abatement of public nuisance (weeds and/or brush) for the annual Weed and Brush Abatement Programs

Conduct a hearing to consider objections from any property owners listed on the revised assessment report; and adopt Resolution No. 21-068 approving the lien assessment and collection of fees on private parcels for the annual Weed and Brush Abatement Programs to allow the County to recover the cost of abatement



OFFICE OF THE CITY CLERK

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

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Hearing to consider approval of lien assessment and collection of fees on private parcels resulting from abatement of public nuisance (weeds and/or brush) for the annual Weed and Brush Abatement Programs.

Recommended Action

Conduct a hearing to consider objections from any property owners listed on the revised assessment report; and adopt the Draft Resolution approving the lien assessment and collection of fees on private parcels for the annual Weed and Brush Abatement Programs to allow the County to recover the cost of abatement.

Discussion

The lien assessment and collection process includes both the Weed Abatement Program and the Brush Abatement Program. The primary function of these programs is to work with property owners to ensure that brush, dry weeds and dead vegetation are cleared before the start of the fire season. Only properties that have not met the requirements of the two programs are listed in the assessment report.

Weed Abatement Program

The Weed Abatement Program is conducted in partnership with the Santa Clara County Department of Agriculture. Chapter 9.08 of the Cupertino Municipal Code requires property owners to remove or destroy hazardous weeds on their property for fire protection. Properties that are not in compliance with the program requirements are required to correct the conditions within a set deadline. If the property owner does not remove the weeds by the deadline then the County is authorized to do so and to recover the cost of abatement from the property owner. If a property listed is abated before the April 30 deadline then the County administrative fee (initial inspection fee) is waived.

Weed Abatement Program New Process for Initial Inspection Fees

Every property in the Weed Abatement Program receives an initial inspection by the County after April 30 to determine if weeds have been properly abated. The County's inspection fee for the 2021 season is \$84. On November 2, 2020, the City Council modified the Weed Abatement Program process so the City will pay the initial inspection cost if a property passes the initial inspection by the April 30 deadline. The City Council approved a budget appropriation to cover these costs as well as to supplement outreach for the Program. This year 94 properties were found to be compliant and passed the initial inspection (Attachment C – Passed Inspection Report). The total cost for those properties was \$7,896, which is within the \$8,886 budget appropriation. Accordingly, the inspection costs will be paid by the City and those properties have been removed from the Revised Assessment Report and are not included for consideration at this hearing. This hearing will consider approval of a lien assessment and collection of fees on properties that did not pass the initial inspection and thus incurred costs for the County to abate the nuisance.

Brush Abatement Program

The Brush Abatement Program is managed by the Santa Clara County Fire Department and is separate from the Weed Abatement Program. Section 16.40.200 of the Cupertino Municipal Code requires property owners in the locally adopted Wildland-Urban Interface Fire Area (WUI) to maintain effective defensible space by removing brush, flammable vegetation and combustible growth as required by the fire code official due to steepness of terrain or other conditions. The County is authorized to remove the brush if the property owner does not do so and to recover the cost of abatement from the property owner. This year there were no parcels from the Brush Abatement Program on the assessment report.

Process for Weed and Brush Abatement Programs Outlined

The process consists of eight steps that begin in November and go through August of each year. At this time the process is at Step No. 8. On July 2, 2021, the County filed with the City the report and assessment list of all costs associated with the abatement of weeds, brush, and/or combustible debris (Attachment B - Assessment Report). On July 6, 2021, the City Clerk's Office mailed notification letters to the property owners on the list, informing them of the hearing date (Attachment F – City Mailed Hearing Notice). On July 14, 2021, the County filed with the City a report of properties that passed inspection and the costs associated with the initial inspection for payment by the City (Attachment C – Passed Inspection Report). The County also filed with the City a Revised Assessment Report of properties that did not pass inspection and the associated abatement costs (Attachment D).

1. County prepares a report of all properties that have been non-compliant in removing weeds in the last three years and provides that report to the City (Nov)
2. City Council adopts a resolution declaring properties as having potential fire hazards or other potential nuisances from weeds and sets hearing to declare public nuisance and to consider objections for proposed removal (Nov-Dec).

- 3.1 County sends notice to the property owners on the report notifying them of the hearing date and explaining that they must remove or destroy weeds by the abatement deadline of April 30, 2021 or it will be done for them, with cost of the abatement plus administrative costs assessed to their property (Dec).
- 3.2 City sends a courtesy letter to property owners listed on the report, notifying them of the hearing and the abatement deadline. If a property is abated before the April 30 deadline then the initial inspection fee will be waived. (Jan).
4. City Council holds the hearing to consider objections by property owners and adopts a resolution declaring weeds a public nuisance and ordering abatement (Jan) (Attachment E - Adopted Resolution Ordering Abatement).
- 5.1 County sends a courtesy letter to property owners listed on the report, notifying them again of the abatement deadline, and noting that they will work with the property owner to be sure the weeds are removed (Jan-Feb).
- 5.2 City sends a courtesy letter to property owners listed on the report, reminding them of the abatement deadline and that the initial inspection fee will be waived if the property is abated before the deadline (Mar).
6. After April 30, the properties are inspected by the County to verify that weeds were removed and proceeds with abatement if the property fails the inspection. The County makes a report of all costs associated with the abatement and provides that report to the City (June-July) (Attachment B – Assessment Report). The County also provides a report of costs associated with the initial inspection fee for compliant properties, for payment by the City (Attachment C – Passed Inspection Report) and a Revised Assessment Report that includes properties that failed the inspection and associated costs proposed to be assessed (Attachment D).
7. City notifies the property owners listed on the assessment report, notifying them of the hearing date. (July-Aug) (Attachment F – City Mailed Hearing Notice).
8. City Council holds a hearing, considers any disputes, and adopts a resolution placing a lien assessment on the properties to allow the County to recover the cost of weed and/or brush abatement (July-Aug).

Fiscal Impact

Any fees waived by the Council will be billed to the City by the County to cover their cost of servicing the property. The initial inspections costs amount for compliant properties is \$7,896. These costs are funded by the General Fund. Material costs for supplemental mailings by the City is approximately \$300.

Sustainability Impact

There is no sustainability impact.

Prepared by: Kirsten Squarcia, City Clerk

Approved for Submission by: Dianne Thompson, Assistant City Manager

Attachments:

A - Draft Resolution and Exhibit A-1 (Revised Assessment Report)

B - Assessment Report

C – Passed Inspection Report

D – Revised Assessment Report

E - Adopted Resolution Ordering Abatement

F – City Mailed Hearing Notice

RESOLUTION NO. 21-

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL PROVIDING FOR
LIEN ASSESSMENTS AND COLLECTION RESULTING FROM THE
ABATEMENT OF PUBLIC NUISANCES AND POTENTIAL FIRE HAZARDS
(WEEDS AND/OR BRUSH ON PRIVATE PARCELS)**

WHEREAS, after due notice a hearing was held at a regular meeting of the City Council on January 19, 2021, at which time the City declared the growth of weeds and/or brush upon certain properties as described in City of Cupertino Resolution No. 21-002 to be a public nuisance; and

WHEREAS, from evidence presented, both oral and written, the City Council acquired jurisdiction over and abated said nuisances; and

WHEREAS, affected property owners were advised that a hearing would be held at the City Council meeting of July 20, 2021 providing for lien assessments and collection resulting from the abatement of public nuisances (weeds and/or brush on private parcels); and

WHEREAS, said hearing was held by the City Council at the time and place fixed for the receiving and considering of such report and proposed assessment.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby confirm that the costs of abating said nuisances shall be as set forth on Exhibit A- 1 attached hereto and made a part hereof and said costs shall constitute a lien on the affected property.

BE IT FURTHER RESOLVED that the County Agricultural Commissioner shall cause the amount of the assessments to be entered on the County Assessment Roll opposite the description of the particular property, which assessment so entered on the County rolls shall be collected together with all other taxes thereon upon the property at the same time and in the same manner, as general City taxes are collected and shall be subject to the same penalties and interest, and the procedures and sale in the case of delinquency as provided for City taxes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July, 2021, by the following vote:

Resolution No. 21-__

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Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

<p>SIGNED:</p> <hr/> <p>Darcy Paul, Mayor City of Cupertino</p>	 <hr/> <p>Date</p>
<p>ATTEST:</p> <hr/> <p>Kirsten Squarcia, City Clerk</p>	 <hr/> <p>Date</p>

2021 WEED ABATEMENT PROGRAM
REVISED ASSESSMENT REPORT
CITY OF CUPERTINO

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
19641	DRAKE	316-32-028	EDBERG, JEREMY AND YOUNG, KATHY	19641 DRAKE DR	CUPERTINO	95014-2433	\$550.00	13-013
20860	GARDEN GATE	326-30-034	ELLIOTT, JULIE TRUSTEE	204 EAGLE LN	BRENTWOOD	94513	\$550.00	13-013
0	EL CERRITO	342-21-004	ITEM, WERNER AND GLORIA E TRUSTEE	22670 SAN JUAN RD	CUPERTINO	95014-3933	\$550.00	13-013
10040	BIANCHI	359-07-021	LIN, JASON C AND FANG, YING HO	10228 STELLING RD N	CUPERTINO	95014-1643	\$550.00	13-013
20592	MC CLELLAN	359-18-010	CHANG, LANCE C AND MELODY F	20592 MC CLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
20616	MC CLELLAN	359-18-048	HARDEMAN, MELODY F ET AL	20616 MCCLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
20652	CLEO	362-31-002	BURROW, BRADLEY J AND JUANITA S	20652 CLEO AV	CUPERTINO	95014-5033	\$550.00	13-013
0	STELLING	366-09-028	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$550.00	13-013
7690	PEACH BLOSSOM	366-11-114	DOLL, CYNTHIA A TRUSTEE	4801 CAMERON RD	ELK	95432	\$550.00	13-013
21608	RAINBOW	366-38-031	LAU, PHYLLIS ANN CHOY TRUSTEE	P O BOX 2726	CUPERTINO	95015	\$550.00	13-013
22045	REGNART	366-46-005	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-006	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-007	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
10240	CALVERT	375-18-022	XING, PEI AND WANG, NADIA J	10240 CALVERT DR	CUPERTINO	95014-3808	\$550.00	13-013
10610	WUNDERLICH	375-27-019	XIAOQIONG NIE	10610 WUNDERLICH DR	CUPERTINO	95014-3652	\$550.00	13-013
10840	JOHNSON	375-30-024	Fishel, Suzan	10840 Johnson Ave	CUPERTINO	95014-3820	\$550.00	13-013
10831	JOHNSON	375-31-065	HUO, XIPING AND SONG, YUANYUAN TRUSTEE	5023 CAPISTRANO AV	SAN JOSE	95129-1025	\$550.00	13-013
10841	JOHNSON	375-31-066	LI, YONGNA AND SONG, NING	10841 JOHNSON AV	CUPERTINO	95014-3819	\$550.00	13-013
18870	TUGGLE	375-32-024	DELA CRUZ, SHERWIN PETER L	18870 TUGGLE AV	CUPERTINO	95014-3626	\$550.00	13-013
18881	PENDERGAST	375-33-028	CHENG, XINWU AND SHI, WEN	18881 PENDERGAST AV	CUPERTINO	95014-3620	\$550.00	13-013
10657	MORENGO	375-34-013	ORTIZ, ROSA F ET AL	10657 MORENGO DR	CUPERTINO	95014-3513	\$550.00	13-013
18930	TUGGLE	375-34-045	SHEN & TIAN LLC	16345 LOS GATOS BLVD UNIT 38	LOS GATOS	95032-4544	\$550.00	13-013
21885	HYANNISPORT	356-13-050	Jacqueline Bergman	1660 GATON DR APT MO3	SAN JOSE	95125-4514	\$1,203.00	13-013
10047	CRESCENT □	326-16-027	Grand Success LLC	10047 CRESCENT RD	CUPERTINO	95014-1050	\$1,473.00	13-009
1161	STELLING	362-22-018	LEPAGE-WOODIE, CASEY R TRUSTEE	1504 GUIZOT ST	SAN DIEGO	92107	\$1,652.80	13-013
10361	JOHNSON	375-18-039	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,793.20	13-013
10627	CULBERTSON	375-36-027	MC GRATH, PATRICK W	1184 VALELAKE CT	SUNNYVALE	94089-2032	\$1,802.20	13-013
10200	STERN	375-12-002	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.00	13-013
10630	CARVER	375-32-020	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.20	13-013
10467	GLENCOE	326-30-106	DAMASK ROBERT T	PO BOX 2421	CUPERTINO	95015	\$2,074.00	13-003
	Bubb	362-04-058	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,290.00	13-013
	Rainbow	362-09-026	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,344.00	13-002
	Bubb	362-02-048	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,830.00	13-013
0	STAUFFER	366-09-053	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,967.60	13-013
	STEVENS CREEK	342-13-012	DEANE AND DEANE INC	4040 MOORPARK #116	SAN JOSE	95117-1851	\$3,000.00	13-013
	Rainbow	362-19-033	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$3,088.00	13-013
		362-16-037	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$5,216.00	13-013
						TOTAL	\$47,474.00	

2021 WEED ABATEMENT PROGRAM
ASSESSMENT REPORT ROLLOVER REPORT
CITY OF CUPERTINO

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
10175	MC LAREN	316-21-049	CHAO, LIANG FANG	10175 MC LAREN PL	CUPERTINO	95014-2335	\$84.00	13-013
10531	PORTAL	316-30-102	TANG, GEORGE AND TSAO, JUNG WEI	10531 PORTAL AV N	CUPERTINO	95014-2447	\$84.00	13-013
19641	DRAKE	316-32-028	EDBERG, JEREMY AND YOUNG, KATHY	19641 DRAKE DR	CUPERTINO	95014-2433	\$550.00	13-013
10675	FLORA VISTA	326-08-013	MAHAMONGKOL, HATTHAYA AND AMPON	10675 FLORA VISTA AV	CUPERTINO	95014-1610	\$84.00	13-013
10047	CRESCENT	326-16-027	Grand Success LLC	10047 CRESCENT RD	CUPERTINO	95014-1050	\$1,473.00	13-009
10036	CRESCENT	326-17-065	HENGYE LLC	10559 FELTON WY	CUPERTINO	95014-4305	\$84.00	13-013
10395	STELLING	326-28-094	CHEN, ZHIFENG TRUSTEE & ET AL	10395 N STELLING RD	CUPERTINO	95014-1613	\$84.00	13-013
20860	GARDEN GATE	326-30-034	ELLIOTT, JULIE TRUSTEE	204 EAGLE LN	BRENTWOOD	94513	\$550.00	13-013
20985	GARDEN GATE	326-30-087	WU, RICHARD W ET AL	12181 COUNTRY SQUIRE LN	SARATOGA	95070-3467	\$84.00	13-013
10467	GLENCOE	326-30-106	DAMASK ROBERT T	PO BOX 2421	CUPERTINO	95015	\$2,074.00	13-003
20710	GARDEN GATE	326-33-015	LO, ANGELINE TRUSTEE	PO BOX 2935	CUPERTINO	95015	\$84.00	13-013
10692	PEBBLE	326-43-042	CHEN, SHUO-HAO AND LIOU, SU-LING	10692 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
10712	PEBBLE	326-43-044	WINGET, CHARLES M AND KATHERINE B	10712 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
	STEVENS CREEK	342-13-012	DEANE AND DEANE INC	4040 MOORPARK #116	SAN JOSE	95117-1851	\$3,000.00	13-013
10744	SANTA LUCIA	342-16-073	BANGALORE, MANJUNATH S AND DIXIT, SHALINI S TRUSTEE	10744 SANTA LUCIA RD	CUPERTINO	95014-3940	\$84.00	13-013
22645	SAN JUAN	342-17-067	MULLEN, EVA JO TRUSTEE	PO BOX 835	CUPERTINO	95015-0835	\$84.00	13-013
10690	CORDOVA	342-17-083	WONG, KEITH TAI	10690 CORDOVA RD	CUPERTINO	95014-3912	\$84.00	13-013
22577	SAN JUAN	342-17-084	DHUEY, MICHAEL J	22577 SAN JUAN RD	CUPERTINO	95014-3932	\$84.00	13-013
22661	SAN JUAN	342-17-110	TURNER, PAUL J TRUSTEE & ET AL	10550 MIRA VISTA RD	CUPERTINO	95014	\$84.00	13-013
0	EL CERRITO	342-21-004	ITEM, WERNER AND GLORIA E TRUSTEE	22670 SAN JUAN RD	CUPERTINO	95014-3933	\$550.00	13-013
22765	SAN JUAN	342-22-031	NEHAWANDIAN, NASIM	22765 SAN JUAN RD	CUPERTINO	95014-3934	\$84.00	13-013
10625	CORDOVA	342-22-103	BREINBERG, STEVEN A AND DANNA S	10625 CORDOVA RD	CUPERTINO	95014-3911	\$84.00	13-013
23026	VOSS	342-50-016	TSAI, VICKY TSAY-HSAI TRUSTEE & ET AL	PO BOX 977	CUPERTINO	95015-0977	\$84.00	13-013
0	(LAND ONLY)	342-50-019	CHAMBERLAIN, JACK T TRUSTEE	655 SKYWAY 230	SAN CARLOS	94070	\$84.00	13-013
0	STEVENS CANYON	351-10-043	PARKSIDE TRAIL LLC	P.O BOX 320667	LOS GATOS	95032	\$84.00	13-013
10750	RAE	356-07-076	CHANG, CHRIS ET AL	580 ALBERTA AV	SUNNYVALE	94087-0000	\$84.00	13-013
21885	HYANNISPORT	356-13-050	Jacqueline Bergman	1660 GATON DR APT MO3	SAN JOSE	95125-4514	\$1,203.00	13-013
21906	HYANNISPORT	356-14-057	XU, HAO AND WANG, XUE	21906 HYANNISPORT DR	CUPERTINO	95014-4016	\$84.00	13-013
21662	COLUMBUS	356-18-049	CHANG, ERIC AND CECILIA KAN	21662 COLUMBUS AV	CUPERTINO	95014-4711	\$84.00	13-013
11235	BUBB	356-21-054	KARP, STEPHANIE J	11235 BUBB RD	CUPERTINO	95014-4940	\$84.00	13-013
21576	LA PLAYA	356-23-015	SAHA, ANGSHUMAN AND MADHUMITA TRUSTEE	PO BOX 2918	CUPERTINO	95015-2918	\$84.00	13-013
21987	LINDY	356-25-031	KANG, PING QI AND LIANG, YU JUAN	2408 CLEMENT ST	SAN FRANCISCO	94121	\$84.00	13-013
	NO SITUS	356-25-033	KANG, PINGQI ET AL	2793 RANDERS CT	PALO ALTO	94303-0000	\$84.00	13-013
22041	LINDY	356-27-012	ARAMOONIE, PHILIP	6353 BAY CLUB DR APT 1	FT LAUDERDALE	33308-1613	\$84.00	13-013
11395	CANYON VIEW	356-27-022	HOPKINS, JOHN N AND CAROLYN S TRUSTEE	11395 CANYON VIEW CL	CUPERTINO	95014-0000	\$84.00	13-013
11450	CANYON VIEW	356-27-023	CHANG, CHIAO-FU AND SUE-FAY	20832 HANFORD DR	CUPERTINO	95014-1824	\$84.00	13-013
22032	LINDY	356-27-025	DE, KALPAJIT AND MAJUMDER, PARAMA	22032 LINDY LN	CUPERTINO	95014-4811	\$84.00	13-013
22310	PALM	357-04-023	VAN BLOMMESTEIN, ROBERT AND STEPHANIE	1144 BRACE AV	SAN JOSE	95125-3200	\$84.00	13-013
840	ROSE BLOSSOM	359-04-019	LIAN, HAO AND WANG, JING	840 ROSE BLOSSOM DR	CUPERTINO	95014-4214	\$84.00	13-013
10040	BIANCHI	359-07-021	LIN, JASON C AND FANG, YING HO	10228 STELLING RD N	CUPERTINO	95014-1643	\$550.00	13-013
20940	STEVENS CREEK	359-07-022	LIN, CHING-CHEN	10228 STELLINGRDN	CUPERTINO	95014	\$84.00	13-013
20592	MC CLELLAN	359-18-010	CHANG, LANCE C AND MELODY F	20592 MC CLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013

20616	MC CLELLAN	359-18-048	HARDEMAN, MELODY F ET AL	20616 MCCLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
0	BUBB	362-01-025	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$84.00	13-013
	Bubb	362-02-048	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,830.00	13-013
	Bubb	362-04-058	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,290.00	13-013
	Rainbow	362-09-026	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,344.00	13-002
		362-16-037	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$5,216.00	13-013
	Rainbow	362-19-033	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$3,088.00	13-013
1103	STELLING	362-22-006	KABRA, GOVIND AND ZAWAR, ROSHNI TRUSTEE	1103 STELLING RD S	CUPERTINO	95014-5020	\$84.00	13-013
1161	STELLING	362-22-018	LEPAGE-WOODIE, CASEY R TRUSTEE	1504 GUIZOT ST	SAN DIEGO	92107	\$1,652.80	13-013
7585	RAINBOW	362-24-003	WANG, TAO AND LI, WEI	7585 RAINBOW DR	CUPERTINO	95014-5235	\$84.00	13-013
20666	CLEO	362-31-001	XU, BIN ET AL	20666 CLEO AV	CUPERTINO	95014-5033	\$84.00	13-013
20652	CLEO	362-31-002	BURROW, BRADLEY J AND JUANITA S	20652 CLEO AV	CUPERTINO	95014-5033	\$550.00	13-013
	NO SITUS	362-31-030	ALMASI, AZITA TRUSTEE & ET AL	965 LAUREL GLEN DR	PALO ALTO	94304-1323	\$84.00	13-013
11841	UPLAND	366-03-062	VEMPATY, NAGESHWARA R AND HYMA T	13304 GLEN BRAE DR	SARATOGA	95070-4431	\$84.00	13-013
0	STELLING	366-09-028	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$550.00	13-013
0	STAUFFER	366-09-053	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,967.60	13-013
7690	PEACH BLOSSOM	366-11-114	DOLL, CYNTHIA A TRUSTEE	4801 CAMERON RD	ELK	95432	\$550.00	13-013
21608	RAINBOW	366-38-031	LAU, PHYLLIS ANN CHOY TRUSTEE	P O BOX 2726	CUPERTINO	95015	\$550.00	13-013
22045	REGNART	366-46-005	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-006	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-007	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
10295	VICKSBURG	369-07-015	XU, GUANGJUN AND YANG, QI	10295 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10301	VICKSBURG	369-07-016	MUNTZ, DANIEL A AND KUNO, HARUMI A	10301 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10140	RICHWOOD	369-08-033	ORTIZ, ALFREDO TRUSTEE	PO BOX 40	CUPERTINO	95015	\$84.00	13-013
10441	OAKVILLE	369-12-035	VRCELI, MICHAEL J	10441 OAKVILLE AV	CUPERTINO	95014-4520	\$84.00	13-013
10300	VICKSBURG	369-14-008	TANABE, THOMAS M TRUSTEE & ET AL	10300 VICKSBURG DR	CUPERTINO	95014-3320	\$84.00	13-013
879	BETTE	369-27-050	CHANG, JUI PO	1198 EAGLE RIDGE WAY	MILPITAS	95035	\$84.00	13-013
20011	PACIFICA	369-28-042	SWAMINATHAN, RAM AND RAJASREE	20011 PACIFICA DR	CUPERTINO	95014-3110	\$84.00	13-013
19397	PHIL	375-05-032	PONGURLEKAR, JITENDRA AND KODE, RUPALI TRUSTEE	19397 PHIL LN	CUPERTINO	95014-3429	\$84.00	13-013
10039	TANTAU	375-07-005	MEIER-LIM, FRANCES W AND ROBERT	1710 HOLT AV	LOS ALTOS	94024-6924	\$84.00	13-013
10067	TANTAU	375-07-007	WU, HUNGJEN HENRY	10067 TANTAU AV S	CUPERTINO	95014-3541	\$84.00	13-013
19131	LOREE	375-07-029	KONG, FAN PENG AND CHEN, MING JIAN	19131 LOREE AV	CUPERTINO	95014-3539	\$84.00	13-013
10251	TANTAU	375-08-004	TAO, BANG NHON AND WEN, WANLING	10251 TANTAU AV S	CUPERTINO	95014-0000	\$84.00	13-013
18930	TILSON	375-09-049	LIU, ZHENG AND CHEN, AIDONG	18930 TILSON AV	CUPERTINO	95014-3655	\$84.00	13-013
10200	STERN	375-12-002	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.00	13-013
10104	STERN	375-12-011	SUNG, ROBERTO	10683 STELLING RD N	CUPERTINO	95014-1647	\$84.00	13-013
18880	ARATA	375-13-005	YI, QINGHONG AND ZHOU, JIE	18880 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
18844	ARATA	375-13-008	DSOUZA, SANTHOSH A AND SABITHA TRUSTEE	18844 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
10271	MENHART	375-15-028	YAMAMOTO, KEI AND KANG, KELLY Y	10271 MENHART LN	CUPERTINO	95014-3629	\$84.00	13-013
10337	MENHART	375-15-039	HORIO, LELAND S ET AL	5878 MACADAM CT	SAN JOSE	95123-4332	\$84.00	13-013
10391	MENHART	375-15-048	HU, YUGEN AND YINGHE	48236 ARCADIAN ST	FREMONT	94539	\$84.00	13-013
10272	MENHART	375-17-017	SF19G LLC	26880 ALISO VIEJO PKWY 100	ALISO VIEJO	92656	\$84.00	13-013
10335	CALVERT	375-17-022	SRINIVASAN, MAHESHWARAN AND SUNDARESAKUMAR, PREETHI	10335 CALVERT DR	CUPERTINO	95014-3807	\$84.00	13-013
10405	CALVERT	375-17-029	LUO, VINSON ET AL	45536 CHEROKEE LN	FREMONT	94539	\$84.00	13-013
10425	CALVERT	375-17-031	YEUNG, LORRAINE TRUSTEE	PO BOX 31	LOS GATOS	95031	\$84.00	13-013
10435	CALVERT	375-17-032	MCKEE, ELLEN D TRUSTEE	10435 CALVERT DR	CUPERTINO	95014-3835	\$84.00	13-013
10490	WUNDERLICH	375-17-055	LU, ANNE	10490 WUNDERLICH DR	CUPERTINO	95014-3648	\$84.00	13-013

10240	CALVERT	375-18-022	XING, PEI AND WANG, NADIA J	10240 CALVERT DR	CUPERTINO	95014-3808	\$550.00	13-013
10361	JOHNSON	375-18-039	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,793.20	13-013
10409	JOHNSON	375-18-044	RECUPERO, MARILYN A TRUSTEE	1190 BASCOM AVS 108	SAN JOSE	95128	\$84.00	13-013
18655	LOREE	375-19-008	LIANG, WAN HAR CINDY TRUSTEE	18655 LOREE AV	CUPERTINO	95014-3837	\$84.00	13-013
10424	STERLING	375-24-003	ATTIA, MAGED AND BEDAIR, GHADA TRUSTEE	10424 STERLING BL	CUPERTINO	95014-3832	\$84.00	13-013
10356	STERLING	375-24-011	DEE, JOSEFINA	395 KINCORA CT	SAN JOSE	95136-3916	\$84.00	13-013
10308	STERLING	375-24-017	HAO, STEVE MIN AND SUN, QING PING TRUSTEE	6962 BOLLINGER RD	SAN JOSE	95129-2847	\$84.00	13-013
18671	PRING	375-25-039	HUANG, CHANG-KAI AND TSENG, SHANG-LIN	18671 PRING CT	CUPERTINO	95014-3822	\$84.00	13-013
18661	CRABTREE	375-25-047	SUBAINATI, MOHAMAD K AND JULIE	18661 CRABTREE AV	CUPERTINO	95014-3864	\$84.00	13-013
18621	BARNHART	375-26-035	KOO, SANDRA S ET AL	18621 BARNHART AV	CUPERTINO	95014-3801	\$84.00	13-013
10456	JOHNSON	375-26-045	CHO, SUNGJU AND CHOI, IHNAEE	10456 JOHNSON AV	CUPERTINO	95014-3814	\$84.00	13-013
10610	WUNDERLICH	375-27-019	XIAOQIONG NIE	10610 WUNDERLICH DR	CUPERTINO	95014-3652	\$550.00	13-013
18781	TUGGLE	375-27-025	NULL	P O BOX 5345	SAN JOSE	95150-5345	\$84.00	13-013
10590	WUNDERLICH	375-27-026	CHOONG, PHILIP T AND HSIA S TRUSTEE	27769 EDGERTON RD	LOS ALTOS HILLS	94022-3235	\$84.00	13-013
10540	WUNDERLICH	375-27-037	OH, SEUNGSEOK AND RYU, SUNA	10540 WUNDERLICH DR	CUPERTINO	95014-3650	\$84.00	13-013
10840	JOHNSON	375-30-024	Fishel, Suzan	10840 Johnson Ave	CUPERTINO	95014-3820	\$550.00	13-013
10784	JOHNSON	375-31-003	WANG, YINAN	PO BOX 946	CUPERTINO	95014	\$84.00	13-013
10740	JOHNSON	375-31-007	CHA, CATHY Y TRUSTEE	10740 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10730	JOHNSON	375-31-008	LEE, MING-TZUNG AND YU-MING	10730 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10711	GASCOIGNE	375-31-018	TSAI, CHIH JUNG AND LAI, HUI WEN	10711 GASCOIGNE DR	CUPERTINO	95014-3845	\$84.00	13-013
10731	GASCOIGNE	375-31-020	NEJAT, FRANK F	PO BOX 700702	SAN JOSE	95170	\$84.00	13-013
10801	GASCOIGNE	375-31-027	AGARWAL, SANJAY TRUSTEE & ET AL	10801 GASCOIGNEDR	CUPERTINO	95014	\$84.00	13-013
10831	JOHNSON	375-31-065	HUO, XIPING AND SONG, YUANYUAN TRUSTEE	5023 CAPISTRANO AV	SAN JOSE	95129-1025	\$550.00	13-013
10841	JOHNSON	375-31-066	LI, YONGNA AND SONG, NING	10841 JOHNSON AV	CUPERTINO	95014-3819	\$550.00	13-013
10630	CARVER	375-32-020	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.20	13-013
10616	CARVER	375-32-021	YETTAW, JACKIE A AND JERRI L	10616 CARVER DR	CUPERTINO	95014-3607	\$84.00	13-013
18870	TUGGLE	375-32-024	DELA CRUZ, SHERWIN PETER L	18870 TUGGLE AV	CUPERTINO	95014-3626	\$550.00	13-013
18850	TUGGLE	375-32-026	ZHU, XINGLEI AND YIN, WENYUAN	18850 TUGGLE AV	CUPERTINO	95014-3626	\$84.00	13-013
18871	PENDERGAST	375-33-027	LUI, DAVID K AND ANGIE E	18871 PENDERGAST AV	CUPERTINO	95014-3620	\$84.00	13-013
18881	PENDERGAST	375-33-028	CHENG, XINWU AND SHI, WEN	18881 PENDERGAST AV	CUPERTINO	95014-3620	\$550.00	13-013
18931	PENDERGAST	375-33-033	KAWASAKI, ELAINE T TRUSTEE	18931 PENDERGAST AV	CUPERTINO	95014-3622	\$84.00	13-013
18911	TUGGLE	375-33-064	FLAUGHER, LOU ANN	18911 TUGGLE AV	CUPERTINO	95014-3625	\$84.00	13-013
10657	MORENGO	375-34-013	ORTIZ, ROSA F ET AL	10657 MORENGO DR	CUPERTINO	95014-3513	\$550.00	13-013
10673	MORENGO	375-34-015	SHARMA, SUBHASH C AND MAMTA	10673 MORENGO DR	CUPERTINO	95014-3513	\$84.00	13-013
18930	TUGGLE	375-34-045	SHEN & TIAN LLC	16345 LOS GATOS BLVD UNIT 38	LOS GATOS	95032-4544	\$550.00	13-013
18940	NEWSOM	375-35-011	NGUYEN, CHINH MANH AND PHAM, THUY THI DIEP	18940 NEWSOM AV	CUPERTINO	95014-3618	\$84.00	13-013
10627	CULBERTSON	375-36-027	MC GRATH, PATRICK W	1184 VALELAKE CT	SUNNYVALE	94089-2032	\$1,802.20	13-013
899	TANTAU	375-38-045	ZWEIG, JONATHAN M AND GRACE YUAN TRUSTEE	899 TANTAU AVS	CUPERTINO	95014-4648	\$84.00	13-013
928	HYDE	375-39-004	SAIKUMAR, GURUPRASAD AND DHANAPAL, VIDYA	928 HYDE AV	CUPERTINO	95014-4663	\$84.00	13-013
19210	TILSON	375-40-060	SINGH, TAJINDER AND SANDHU, RAMNEET	19210 TILSON AV	CUPERTINO	95014-3529	\$84.00	13-013
698	MILLER	375-42-011	LIN, JOHN YAW HWA AND MICHELLE HWAN TI	698 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013
678	MILLER	375-42-012	JEN, KO-TA AND CHRISTINA N TRUSTEE	678 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013
						TOTAL	\$55,370.00	

2021 WEED ABATEMENT PROGRAM
PASSED INSPECTION REPORT (for Payment by City)
CITY OF CUPERTINO

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
10175	MC LAREN	316-21-049	CHAO, LIANG FANG	10175 MC LAREN PL	CUPERTINO	95014-2335	\$84.00	13-013
10531	PORTAL	316-30-102	TANG, GEORGE AND TSAO, JUNG WEI	10531 PORTAL AV N	CUPERTINO	95014-2447	\$84.00	13-013
10675	FLORA VISTA	326-08-013	MAHAMONGKOL, HATTHAYA AND AMPON	10675 FLORA VISTA AV	CUPERTINO	95014-1610	\$84.00	13-013
10036	CRESCENT	326-17-065	HENGYE LLC	10559 FELTON WY	CUPERTINO	95014-4305	\$84.00	13-013
10395	STELLING	326-28-094	CHEN, ZHIFENG TRUSTEE & ET AL	10395 N STELLING RD	CUPERTINO	95014-1613	\$84.00	13-013
20985	GARDEN GATE	326-30-087	WU, RICHARD W ET AL	12181 COUNTRY SQUIRE LN	SARATOGA	95070-3467	\$84.00	13-013
20710	GARDEN GATE	326-33-015	LO, ANGELINE TRUSTEE	PO BOX 2935	CUPERTINO	95015	\$84.00	13-013
10692	PEBBLE	326-43-042	CHEN, SHUO-HAO AND LIOU, SU-LING	10692 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
10712	PEBBLE	326-43-044	WINGET, CHARLES M AND KATHERINE B	10712 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
10744	SANTA LUCIA	342-16-073	BANGALORE, MANJUNATH S AND DIXIT, SHALINI S TRUSTEE	10744 SANTA LUCIA RD	CUPERTINO	95014-3940	\$84.00	13-013
22645	SAN JUAN	342-17-067	MULLEN, EVA JO TRUSTEE	PO BOX 835	CUPERTINO	95015-0835	\$84.00	13-013
10690	CORDOVA	342-17-083	WONG, KEITH TAI	10690 CORDOVA RD	CUPERTINO	95014-3912	\$84.00	13-013
22577	SAN JUAN	342-17-084	DHUEY, MICHAEL J	22577 SAN JUAN RD	CUPERTINO	95014-3932	\$84.00	13-013
22661	SAN JUAN	342-17-110	TURNER, PAUL J TRUSTEE & ET AL	10550 MIRA VISTA RD	CUPERTINO	95014	\$84.00	13-013
22765	SAN JUAN	342-22-031	NEHAWANDIAN, NASIM	22765 SAN JUAN RD	CUPERTINO	95014-3934	\$84.00	13-013
10625	CORDOVA	342-22-103	BREINBERG, STEVEN A AND DANNA S	10625 CORDOVA RD	CUPERTINO	95014-3911	\$84.00	13-013
23026	VOSS	342-50-016	TSAI, VICKY TSAY-HSAI TRUSTEE & ET AL	PO BOX 977	CUPERTINO	95015-0977	\$84.00	13-013
0	(LAND ONLY)	342-50-019	CHAMBERLAIN, JACK T TRUSTEE	655 SKYWAY 230	SAN CARLOS	94070	\$84.00	13-013
0	STEVENS CANYON	351-10-043	PARKSIDE TRAIL LLC	P.O BOX 320667	LOS GATOS	95032	\$84.00	13-013
10750	RAE	356-07-076	CHANG, CHRIS ET AL	580 ALBERTA AV	SUNNYVALE	94087-0000	\$84.00	13-013
21906	HYANNISPORT	356-14-057	XU, HAO AND WANG, XUE	21906 HYANNISPORT DR	CUPERTINO	95014-4016	\$84.00	13-013
21662	COLUMBUS	356-18-049	CHANG, ERIC AND CECILIA KAN	21662 COLUMBUS AV	CUPERTINO	95014-4711	\$84.00	13-013
11235	BUBB	356-21-054	KARP, STEPHANIE J	11235 BUBB RD	CUPERTINO	95014-4940	\$84.00	13-013
21576	LA PLAYA	356-23-015	SAHA, ANGSHUMAN AND MADHUMITA TRUSTEE	PO BOX 2918	CUPERTINO	95015-2918	\$84.00	13-013
21987	LINDY	356-25-031	KANG, PING QI AND LIANG, YU JUAN	2408 CLEMENT ST	SAN FRANCISCO	94121	\$84.00	13-013
	NO SITUS	356-25-033	KANG, PINGQI ET AL	2793 RANDERS CT	PALO ALTO	94303-0000	\$84.00	13-013
22041	LINDY	356-27-012	ARAMOONIE, PHILIP	6353 BAY CLUB DR APT 1	FT LAUDERDALE	33308-1613	\$84.00	13-013
11395	CANYON VIEW	356-27-022	HOPKINS, JOHN N AND CAROLYN S TRUSTEE	11395 CANYON VIEW CL	CUPERTINO	95014-0000	\$84.00	13-013
11450	CANYON VIEW	356-27-023	CHANG, CHIAO-FU AND SUE-FAY	20832 HANFORD DR	CUPERTINO	95014-1824	\$84.00	13-013
22032	LINDY	356-27-025	DE, KALPAJIT AND MAJUMDER, PARAMA	22032 LINDY LN	CUPERTINO	95014-4811	\$84.00	13-013
22310	PALM	357-04-023	VAN BLOMMESTEIN, ROBERT AND STEPHANIE	1144 BRACE AV	SAN JOSE	95125-3200	\$84.00	13-013
840	ROSE BLOSSOM	359-04-019	LIAN, HAO AND WANG, JING	840 ROSE BLOSSOM DR	CUPERTINO	95014-4214	\$84.00	13-013
20940	STEVENS CREEK	359-07-022	LIN, CHING-CHEN	10228 STELLINGRDN	CUPERTINO	95014	\$84.00	13-013
0	BUBB	362-01-025	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$84.00	13-013
1103	STELLING	362-22-006	KABRA, GOVIND AND ZAWAR, ROSHNI TRUSTEE	1103 STELLING RD S	CUPERTINO	95014-5020	\$84.00	13-013
7585	RAINBOW	362-24-003	WANG, TAO AND LI, WEI	7585 RAINBOW DR	CUPERTINO	95014-5235	\$84.00	13-013
20666	CLEO	362-31-001	XU, BIN ET AL	20666 CLEO AV	CUPERTINO	95014-5033	\$84.00	13-013
	NO SITUS	362-31-030	ALMASI, AZITA TRUSTEE & ET AL	965 LAUREL GLEN DR	PALO ALTO	94304-1323	\$84.00	13-013
11841	UPLAND	366-03-062	VEMPATY, NAGESHWARA R AND HYMA T	13304 GLEN BRAE DR	SARATOGA	95070-4431	\$84.00	13-013

10295	VICKSBURG	369-07-015	XU, GUANGJUN AND YANG, QI	10295 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10301	VICKSBURG	369-07-016	MUNTZ, DANIEL A AND KUNO, HARUMI A	10301 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10140	RICHWOOD	369-08-033	ORTIZ, ALFREDO TRUSTEE	PO BOX 40	CUPERTINO	95015	\$84.00	13-013
10441	OAKVILLE	369-12-035	VRCELI, MICHAEL J	10441 OAKVILLE AV	CUPERTINO	95014-4520	\$84.00	13-013
10300	VICKSBURG	369-14-008	TANABE, THOMAS M TRUSTEE & ET AL	10300 VICKSBURG DR	CUPERTINO	95014-3320	\$84.00	13-013
879	BETTE	369-27-050	CHANG, JUI PO	1198 EAGLE RIDGE WAY	MILPITAS	95035	\$84.00	13-013
20011	PACIFICA	369-28-042	SWAMINATHAN, RAM AND RAJASREE	20011 PACIFICA DR	CUPERTINO	95014-3110	\$84.00	13-013
19397	PHIL	375-05-032	PONGURLEKAR, JITENDRA AND KODE, RUPALI TRUSTEE	19397 PHIL LN	CUPERTINO	95014-3429	\$84.00	13-013
10039	TANTAU	375-07-005	MEIER-LIM, FRANCES W AND ROBERT	1710 HOLT AV	LOS ALTOS	94024-6924	\$84.00	13-013
10067	TANTAU	375-07-007	WU, HUNGJEN HENRY	10067 TANTAU AV S	CUPERTINO	95014-3541	\$84.00	13-013
19131	LOREE	375-07-029	KONG, FAN PENG AND CHEN, MING JIAN	19131 LOREE AV	CUPERTINO	95014-3539	\$84.00	13-013
10251	TANTAU	375-08-004	TAO, BANG NHON AND WEN, WANLING	10251 TANTAU AV S	CUPERTINO	95014-0000	\$84.00	13-013
18930	TILSON	375-09-049	LIU, ZHENG AND CHEN, AIDONG	18930 TILSON AV	CUPERTINO	95014-3655	\$84.00	13-013
10104	STERN	375-12-011	SUNG, ROBERTO	10683 STELLING RD N	CUPERTINO	95014-1647	\$84.00	13-013
18880	ARATA	375-13-005	YI, QINGHONG AND ZHOU, JIE	18880 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
18844	ARATA	375-13-008	DSOUZA, SANTHOSH A AND SABITHA TRUSTEE	18844 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
10271	MENHART	375-15-028	YAMAMOTO, KEI AND KANG, KELLY Y	10271 MENHART LN	CUPERTINO	95014-3629	\$84.00	13-013
10337	MENHART	375-15-039	HORIO, LELAND S ET AL	5878 MACADAM CT	SAN JOSE	95123-4332	\$84.00	13-013
10391	MENHART	375-15-048	HU, YUGEN AND YINGHE	48236 ARCADIAN ST	FREMONT	94539	\$84.00	13-013
10272	MENHART	375-17-017	SF19G LLC	26880 ALISO VIEJO PKWY 100	ALISO VIEJO	92656	\$84.00	13-013
10335	CALVERT	375-17-022	SRINIVASAN, MAHESHWARAN AND SUNDARESAKUMAR, PREETHI	10335 CALVERT DR	CUPERTINO	95014-3807	\$84.00	13-013
10405	CALVERT	375-17-029	LUO, VINSON ET AL	45536 CHEROKEE LN	FREMONT	94539	\$84.00	13-013
10425	CALVERT	375-17-031	YEUNG, LORRAINE TRUSTEE	PO BOX 31	LOS GATOS	95031	\$84.00	13-013
10435	CALVERT	375-17-032	MCKEE, ELLEN D TRUSTEE	10435 CALVERT DR	CUPERTINO	95014-3835	\$84.00	13-013
10490	WUNDERLICH	375-17-055	LU, ANNE	10490 WUNDERLICH DR	CUPERTINO	95014-3648	\$84.00	13-013
10409	JOHNSON	375-18-044	RECUPERO, MARILYN A TRUSTEE	1190 BASCOM AVS 108	SAN JOSE	95128	\$84.00	13-013
18655	LOREE	375-19-008	LIANG, WAN HAR CINDY TRUSTEE	18655 LOREE AV	CUPERTINO	95014-3837	\$84.00	13-013
10424	STERLING	375-24-003	ATTIA, MAGED AND BEDAIR, GHADA TRUSTEE	10424 STERLING BL	CUPERTINO	95014-3832	\$84.00	13-013
10356	STERLING	375-24-011	DEE, JOSEFINA	395 KINCORA CT	SAN JOSE	95136-3916	\$84.00	13-013
10308	STERLING	375-24-017	HAO, STEVE MIN AND SUN, QING PING TRUSTEE	6962 BOLLINGER RD	SAN JOSE	95129-2847	\$84.00	13-013
18671	PRING	375-25-039	HUANG, CHANG-KAI AND TSENG, SHANG-LIN	18671 PRING CT	CUPERTINO	95014-3822	\$84.00	13-013
18661	CRABTREE	375-25-047	SUBAINATI, MOHAMAD K AND JULIE	18661 CRABTREE AV	CUPERTINO	95014-3864	\$84.00	13-013
18621	BARNHART	375-26-035	KOO, SANDRA S ET AL	18621 BARNHART AV	CUPERTINO	95014-3801	\$84.00	13-013
10456	JOHNSON	375-26-045	CHO, SUNGJU AND CHOI, IHNAEE	10456 JOHNSON AV	CUPERTINO	95014-3814	\$84.00	13-013
18781	TUGGLE	375-27-025	NULL	P O BOX 5345	SAN JOSE	95150-5345	\$84.00	13-013
10590	WUNDERLICH	375-27-026	CHOONG, PHILIP T AND HSIA S TRUSTEE	27769 EDGERTON RD	LOS ALTOS HILLS	94022-3235	\$84.00	13-013
10540	WUNDERLICH	375-27-037	OH, SEUNGSEOK AND RYU, SUNA	10540 WUNDERLICH DR	CUPERTINO	95014-3650	\$84.00	13-013
10784	JOHNSON	375-31-003	WANG, YINAN	PO BOX 946	CUPERTINO	95014	\$84.00	13-013
10740	JOHNSON	375-31-007	CHA, CATHY Y TRUSTEE	10740 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10730	JOHNSON	375-31-008	LEE, MING-TZUNG AND YU-MING	10730 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10711	GASCOIGNE	375-31-018	TSAI, CHIH JUNG AND LAI, HUI WEN	10711 GASCOIGNE DR	CUPERTINO	95014-3845	\$84.00	13-013
10731	GASCOIGNE	375-31-020	NEJAT, FRANK F	PO BOX 700702	SAN JOSE	95170	\$84.00	13-013
10801	GASCOIGNE	375-31-027	AGARWAL, SANJAY TRUSTEE & ET AL	10801 GASCOIGNEDR	CUPERTINO	95014	\$84.00	13-013
10616	CARVER	375-32-021	YETTAW, JACKIE A AND JERRI L	10616 CARVER DR	CUPERTINO	95014-3607	\$84.00	13-013

18850	TUGGLE	375-32-026	ZHU, XINGLEI AND YIN, WENYUAN	18850 TUGGLE AV	CUPERTINO	95014-3626	\$84.00	13-013
18871	PENDERGAST	375-33-027	LUI, DAVID K AND ANGIE E	18871 PENDERGAST AV	CUPERTINO	95014-3620	\$84.00	13-013
18931	PENDERGAST	375-33-033	KAWASAKI, ELAINE T TRUSTEE	18931 PENDERGAST AV	CUPERTINO	95014-3622	\$84.00	13-013
18911	TUGGLE	375-33-064	FLAUGHER, LOU ANN	18911 TUGGLE AV	CUPERTINO	95014-3625	\$84.00	13-013
10673	MORENGO	375-34-015	SHARMA, SUBHASH C AND MAMTA	10673 MORENGO DR	CUPERTINO	95014-3513	\$84.00	13-013
18940	NEWSOM	375-35-011	NGUYEN, CHINH MANH AND PHAM, THUY THI DIEP	18940 NEWSOM AV	CUPERTINO	95014-3618	\$84.00	13-013
899	TANTAU	375-38-045	ZWEIG, JONATHAN M AND GRACE YUAN TRUSTEE	899 TANTAU AVS	CUPERTINO	95014-4648	\$84.00	13-013
928	HYDE	375-39-004	SAIKUMAR, GURUPRASAD AND DHANAPAL, VIDYA	928 HYDE AV	CUPERTINO	95014-4663	\$84.00	13-013
19210	TILSON	375-40-060	SINGH, TAJINDER AND SANDHU, RAMNEET	19210 TILSON AV	CUPERTINO	95014-3529	\$84.00	13-013
698	MILLER	375-42-011	LIN, JOHN YAW HWA AND MICHELLE HWAN TI	698 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013
678	MILLER	375-42-012	JEN, KO-TA AND CHRISTINA N TRUSTEE	678 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013

Total \$7,896.00

2021 WEED ABATEMENT PROGRAM
REVISED ASSESSMENT REPORT
CITY OF CUPERTINO

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
19641	DRAKE	316-32-028	EDBERG, JEREMY AND YOUNG, KATHY	19641 DRAKE DR	CUPERTINO	95014-2433	\$550.00	13-013
20860	GARDEN GATE	326-30-034	ELLIOTT, JULIE TRUSTEE	204 EAGLE LN	BRENTWOOD	94513	\$550.00	13-013
0	EL CERRITO	342-21-004	ITEM, WERNER AND GLORIA E TRUSTEE	22670 SAN JUAN RD	CUPERTINO	95014-3933	\$550.00	13-013
10040	BIANCHI	359-07-021	LIN, JASON C AND FANG, YING HO	10228 STELLING RD N	CUPERTINO	95014-1643	\$550.00	13-013
20592	MC CLELLAN	359-18-010	CHANG, LANCE C AND MELODY F	20592 MC CLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
20616	MC CLELLAN	359-18-048	HARDEMAN, MELODY F ET AL	20616 MCCLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
20652	CLEO	362-31-002	BURROW, BRADLEY J AND JUANITA S	20652 CLEO AV	CUPERTINO	95014-5033	\$550.00	13-013
0	STELLING	366-09-028	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$550.00	13-013
7690	PEACH BLOSSOM	366-11-114	DOLL, CYNTHIA A TRUSTEE	4801 CAMERON RD	ELK	95432	\$550.00	13-013
21608	RAINBOW	366-38-031	LAU, PHYLLIS ANN CHOY TRUSTEE	P O BOX 2726	CUPERTINO	95015	\$550.00	13-013
22045	REGNART	366-46-005	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-006	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-007	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
10240	CALVERT	375-18-022	XING, PEI AND WANG, NADIA J	10240 CALVERT DR	CUPERTINO	95014-3808	\$550.00	13-013
10610	WUNDERLICH	375-27-019	XIAOQIONG NIE	10610 WUNDERLICH DR	CUPERTINO	95014-3652	\$550.00	13-013
10840	JOHNSON	375-30-024	Fishel, Suzan	10840 Johnson Ave	CUPERTINO	95014-3820	\$550.00	13-013
10831	JOHNSON	375-31-065	HUO, XIPING AND SONG, YUANYUAN TRUSTEE	5023 CAPISTRANO AV	SAN JOSE	95129-1025	\$550.00	13-013
10841	JOHNSON	375-31-066	LI, YONGNA AND SONG, NING	10841 JOHNSON AV	CUPERTINO	95014-3819	\$550.00	13-013
18870	TUGGLE	375-32-024	DELA CRUZ, SHERWIN PETER L	18870 TUGGLE AV	CUPERTINO	95014-3626	\$550.00	13-013
18881	PENDERGAST	375-33-028	CHENG, XINWU AND SHI, WEN	18881 PENDERGAST AV	CUPERTINO	95014-3620	\$550.00	13-013
10657	MORENGO	375-34-013	ORTIZ, ROSA F ET AL	10657 MORENGO DR	CUPERTINO	95014-3513	\$550.00	13-013
18930	TUGGLE	375-34-045	SHEN & TIAN LLC	16345 LOS GATOS BLVD UNIT 38	LOS GATOS	95032-4544	\$550.00	13-013
21885	HYANNISPORT	356-13-050	Jacqueline Bergman	1660 GATON DR APT MO3	SAN JOSE	95125-4514	\$1,203.00	13-013
10047	CRESCENT □	326-16-027	Grand Success LLC	10047 CRESCENT RD	CUPERTINO	95014-1050	\$1,473.00	13-009
1161	STELLING	362-22-018	LEPAGE-WOODIE, CASEY R TRUSTEE	1504 GUIZOT ST	SAN DIEGO	92107	\$1,652.80	13-013
10361	JOHNSON	375-18-039	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,793.20	13-013
10627	CULBERTSON	375-36-027	MC GRATH, PATRICK W	1184 VALELAKE CT	SUNNYVALE	94089-2032	\$1,802.20	13-013
10200	STERN	375-12-002	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.00	13-013
10630	CARVER	375-32-020	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.20	13-013
10467	GLENCOE	326-30-106	DAMASK ROBERT T	PO BOX 2421	CUPERTINO	95015	\$2,074.00	13-003
	Bubb	362-04-058	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,290.00	13-013
	Rainbow	362-09-026	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,344.00	13-002
	Bubb	362-02-048	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,830.00	13-013
0	STAUFFER	366-09-053	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,967.60	13-013
	STEVENS CREEK	342-13-012	DEANE AND DEANE INC	4040 MOORPARK #116	SAN JOSE	95117-1851	\$3,000.00	13-013
	Rainbow	362-19-033	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$3,088.00	13-013
		362-16-037	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$5,216.00	13-013
						TOTAL	\$47,474.00	

RESOLUTION NO. 21-002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
ORDERING ABATEMENT OF PUBLIC NUISANCE PURSUANT TO
PROVISIONS OF CUPERTINO MUNICIPAL CODE CHAPTER 9.08 AND
RESOLUTION NO. 20-136**

WHEREAS, the City Council has declared that the growth of weeds, the accumulation of garden refuse, cuttings and other combustible trash upon the private properties as described in Resolution No. 20-136 adopted December 1, 2020, to be a potential public nuisance (*see* Weed Abatement Program Commencement Report as Exhibit A); and

WHEREAS, after due notice, a public hearing/meeting thereon was held at the regular meeting of the City Council on January 19, 2021 to allow the impacted property owners to contest the matter; and

WHEREAS, from the evidence presented, both oral and written, at the public hearing/meeting of January 19, 2021, it appears to be in the best interests of the City to acquire jurisdiction over the existing nuisances which have not been abated, and for the City to abate said nuisance in accordance with the law.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agricultural Commissioner is hereby ordered to abate such nuisance or cause the same to be abated by having the weeds referred to destroyed or removed by cutting, discing, chemical spraying or any other method determined by him; that all debris, whether in piles or scattered, be hauled away;
2. That the Agricultural Commissioner and his deputies, assistants, employees, contracting agents or other representatives shall have express authorization to enter upon said private properties for the purpose of causing said public nuisance to be abated, in accordance with all applicable legal requirements; and
3. That any affected property owners shall have the right to destroy or remove such weeds or debris himself or herself or have the same destroyed or removed at his/her own expense provided that such destruction or removal shall have been completed prior to the arrival of the Agricultural Commissioner or his

Resolution No. 21-002

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authorized representative to destroy or remove them by the Parcel Abatement Deadline of April 30, 2021.

BE IT FURTHER RESOLVED:

1. That the Agricultural Commissioner shall keep account of abating said nuisance and embody such account in a report and assessment list to the City Council, which shall be filed with the City Clerk.

2. Said reports of costs, hearing and collection procedures involved shall be provided as stated in Chapter 9.08.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino on the 19th day of January 2021, by the following vote:



Vote Members of the City Council

AYES: Paul, Chao, Moore, Wei, Willey

NOES: None

ABSENT: None

ABSTAIN: None

<p>SIGNED:</p>  Darcy Paul, Mayor City of Cupertino	<p><u>2/11/2021</u></p> <p>Date</p>
<p>ATTEST:</p>  Kirsten Squarcia, City Clerk	<p><u>2/12/21</u></p> <p>Date</p>

2021 Cupertino Commencement Report

Situs	APN		CITY/STATE	
10175	MC LAREN	316-21-049 CHAO, LIANG FANG	10175 MC LAREN PL	CUPERTINO CA 95014-2335
10531 N	PORTAL	316-30-102 TANG, GEORGE AND TSAO, JUNG WEI	10531 PORTAL AVN	CUPERTINO CA 95014-2447
19641	DRAKE	316-32-028 EDBERG, JEREMY AND YOUNG, KATHY	19641 DRAKE DR	CUPERTINO CA 95014-2433
19661	DRAKE	316-32-030 KAN, LAWRENCE K AND CANDY L	19661 DRAKE DR	CUPERTINO CA 95014-2433
10675	FLORA VISTA	326-08-013 MAHAMONGKOL, HATTHAYA AND AMPON	10675 FLORA VISTA AV	CUPERTINO CA 95014-1610
10047	CRESCENT RD	326-16-027 Grand Success LLC	10047 CRESCENT RD	CUPERTINO CA 95014-1050
10036	CRESCENT	326-17-065 HENGYE LLC	10559 FELTON WY	CUPERTINO CA 95014-4305
10395 N	STELLING	326-28-094 CHEN, ZHIFENG TRUSTEE & ET AL	10395 STELLING RDN	CUPERTINO CA 95014-1613
20860	GARDEN GATE	326-30-034 ELLIOTT, JULIE TRUSTEE	204 EAGLE LN	BRENTWOOD CA 94513
20985	GARDEN GATE	326-30-087 WU, RICHARD W ET AL	12181 COUNTRY SQUIRE LN	SARATOGA CA 95070-3467
10467	GLENCOE DR	326-30-106 DAMASK ROBERT T	PO BOX 2421	CUPERTINO CA 95015
20710	GARDEN GATE	326-33-015 LO, ANGELINE TRUSTEE	PO BOX 2935	CUPERTINO CA 95015
10692	PEBBLE	326-43-042 CHEN, SHUO-HAO AND LIOU, SU-LING	10692 PEBBLE PL	CUPERTINO CA 95014-1333
10712	PEBBLE	326-43-044 WINGET, CHARLES M AND KATHERINE B	10712 PEBBLE PL	CUPERTINO CA 95014-1333
	STEVENS C BL	342-13-012 DEANE AND DEANE INC	4040 MOORPARK #116	SAN JOSE CA 95117-1851
10744	SANTA LUCIA	342-16-073 BANGALORE, MANJUNATH S AND DIXIT, SHALINI S TRUSTEE	10744 SANTA LUCIA RD	CUPERTINO CA 95014-3940
22645	SAN JUAN	342-17-067 MULLEN, EVA JO TRUSTEE	PO BOX 835	CUPERTINO CA 95015-0835
10690	CORDOVA	342-17-083 WONG, KEITH TAI	10690 CORDOVA RD	CUPERTINO CA 95014-3912
22577	SAN JUAN	342-17-084 DHUEY, MICHAEL J	22577 SAN JUAN RD	CUPERTINO CA 95014-3932
22661	SAN JUAN	342-17-110 TURNER, PAUL J TRUSTEE & ET AL	10550 MIRA VISTA RD	CUPERTINO CA 95014
0	EL CERRITO	342-21-004 ITEM, WERNER AND GLORIA E TRUSTEE	22670 SAN JUAN RD	CUPERTINO CA 95014-3933
22765	SAN JUAN	342-22-031 NEHAWANDIAN, NASIM	22765 SAN JUAN RD	CUPERTINO CA 95014-3934
10625	CORDOVA	342-22-103 BREINBERG, STEVEN A AND DANNA S	10625 CORDOVA RD	CUPERTINO CA 95014-3911
23026	VOSS	342-50-016 TSAI, VICKY TSAY-HSAI TRUSTEE & ET AL	PO BOX 977	CUPERTINO CA 95015-0977
0	(LAND ONLY)	342-50-019 CHAMBERLAIN, JACK T TRUSTEE	655 SKYWAY 230	SAN CARLOS CA 94070
0	STEVENS CAN	351-10-043 PARKSIDE TRAIL LLC	P.O BOX 320667	LOS GATOS CA 95032
10750	RAE	356-07-076 CHANG, CHRIS ET AL	580 ALBERTA AV	SUNNYVALE CA 94087-0000
21885	HYANNISP DR	356-13-050 Jacqueline Bergman	1660 GATON DR APT MO3	SAN JOSE CA 95125-4514
21906	HYANNISPORT	356-14-057 XU, HAO AND WANG, XUE	21906 HYANNISPORT DR	CUPERTINO CA 95014-4016
21662	COLUMBUS	356-18-049 CHANG, ERIC AND CECILIA KAN	21662 COLUMBUS AV	CUPERTINO CA 95014-4711
11235	BUBB	356-21-054 KARP, STEPHANIE J	11235 BUBB RD	CUPERTINO CA 95014-4940
21576	LA PLAYA	356-23-015 SAHA, ANGSHUMAN AND MADHUMITA TRUSTEE	PO BOX 2918	CUPERTINO CA 95015-2918
21987	LINDY	356-25-031 KANG, PING QI AND LIANG, YU JUAN	2408 CLEMENT ST	SAN FRANCISCO CA 94121
	NO SITUS	356-25-033 KANG, PINGQI ET AL	2793 RANDERS CT	PALO ALTO CA 94303-0000
22041	LINDY	356-27-012 ARAMOOONIE, PHILIP	22041 LINDY LN	CUPERTINO CA 95014-4851
11395	CANYON VIEW	356-27-022 HOPKINS, JOHN N AND CAROLYN S TRUSTEE	11395 CANYON VIEW CL	CUPERTINO CA 95014-0000
11450	CANYON VIEW	356-27-023 CHANG, CHIAO-FU AND SUE-FAY	20832 HANFORD DR	CUPERTINO CA 95014-1824

22032	LINDY	356-27-025	DE, KALPAJIT AND MAJUMDER, PARAMA	22032 LINDY LN	CUPERTINO	CA 95014-4811
22310	PALM	357-04-023	VAN BLOMMESTEIN, ROBERT AND STEPHANIE	1144 BRACE AV	SAN JOSE	CA 95125-3200
840	ROSE BLOSSOM	359-04-019	LIAN, HAO AND WANG, JING	840 ROSE BLOSSOM DR	CUPERTINO	CA 95014-4214
10040	BIANCHI	359-07-021	LIN, JASON C AND FANG, YING HO	10228 STELLING RDN	CUPERTINO	CA 95014-1643
20940	STEVENS CREE	359-07-022	LIN, CHING-CHEN	10228 STELLINGRDN	CUPERTINO	CA 95014
20592	MC CLELLAN	359-18-010	CHANG, LANCE C AND MELODY F	20592 MC CLELLAN RD	CUPERTINO	CA 95014-2955
20616	MC CLELLAN	359-18-048	HARDEMAN, MELODY F ET AL	20616 MCCLELLAN RD	CUPERTINO	CA 95014-2955
0	BUBB	362-01-025	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
	bubb DR	362-02-048	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
	bubb DR	362-04-058	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
	rainbow	362-09-026	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
		362-16-037	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
	rainbow	362-19-033	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
1103 S	STELLING	362-22-006	KABRA, GOVIND AND ZAWAR, ROSHNI TRUSTEE	1103 STELLING RDS	CUPERTINO	CA 95014-5020
1161	STELLING RD	362-22-018	LEPAGE-WOODIE, CASEY R TRUSTEE	1504 GUIZOT ST	SAN DIEGO	CA 92107
7585	RAINBOW	362-24-003	WANG, TAO AND LI, WEI	7585 RAINBOW DR	CUPERTINO	CA 95014-5235
20666	CLEO	362-31-001	XU, BIN ET AL	20666 CLEO AV	CUPERTINO	CA 95014-5033
20652	CLEO	362-31-002	BURROW, BRADLEY J AND JUANITA S	20652 CLEO AV	CUPERTINO	CA 95014-5033
	NO SITUS	362-31-030	ALMASI, AZITA TRUSTEE & ET AL	965 LAUREL GLEN DR	PALO ALTO	CA 94304-1323
11841	UPLAND	366-03-062	VEMPATY, NAGESHWARA R AND HYMA T	13304 GLEN BRAE DR	SARATOGA	CA 95070-4431
0 S	STELLING	366-09-028	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
0	STAUFFER LN	366-09-053	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	CA 95747
7690	PEACH BLOSSOM	366-11-114	DOLL, CYNTHIA A TRUSTEE	4801 CAMERON RD	ELK	CA 95432
21608	RAINBOW	366-38-031	LAU, PHYLLIS ANN CHOY TRUSTEE	P O BOX 2726	CUPERTINO	CA 95015
22045	REGNART	366-46-005	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	CA 95014-4979
	NO SITUS	366-46-006	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	CA 95014-4979
	NO SITUS	366-46-007	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	CA 95014-4979
10295	VICKSBURG	369-07-015	XU, GUANGJUN AND YANG, QI	10295 VICKSBURG DR	CUPERTINO	CA 95014-3358
10301	VICKSBURG	369-07-016	MUNTZ, DANIEL A AND KUNO, HARUMI A	10301 VICKSBURG DR	CUPERTINO	CA 95014-3358
10140	RICHWOOD	369-08-033	ORTIZ, ALFREDO TRUSTEE	PO BOX 40	CUPERTINO	CA 95015
10441	OAKVILLE	369-12-035	VRCELJ, MICHAEL J	10441 OAKVILLE AV	CUPERTINO	CA 95014-4520
10300	VICKSBURG	369-14-008	TANABE, THOMAS M TRUSTEE & ET AL	10300 VICKSBURG DR	CUPERTINO	CA 95014-3320
879	BETTE	369-27-050	CHANG, JUI PO	1198 EAGLE RIDGE WAY	MILPITAS	CA 95035
20011	PACIFICA	369-28-042	SWAMINATHAN, RAM AND RAJASREE	20011 PACIFICA DR	CUPERTINO	CA 95014-3110
19397	PHIL	375-05-032	PONGURLEKAR, JITENDRA AND KODE, RUPALI TRUSTEE	19397 PHIL LN	CUPERTINO	CA 95014-3429
10039 S	TANTAU	375-07-005	MEIER-LIM, FRANCES W AND ROBERT	1710 HOLT AV	LOS ALTOS	CA 94024-6924
10067 S	TANTAU	375-07-007	WU, HUNGJEN HENRY	10067 TANTAU AVS	CUPERTINO	CA 95014-3541
19131	LOREE	375-07-029	KONG, FAN PENG AND CHEN, MING JIAN	19131 LOREE AV	CUPERTINO	CA 95014-3539
10251 S	TANTAU	375-08-004	TAO, BANG NHON AND WEN, WANLING	10251 TANTAU AVS	CUPERTINO	CA 95014-0000

18930	TILSON	375-09-049	LIU, ZHENG AND CHEN, AIDONG	18930 TILSON AV	CUPERTINO	CA 95014-3655
10200	STERN	AV 375-12-002	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	CA 94309-2422
10104	STERN	375-12-011	SUNG, ROBERTO	10683 STELLING RDN	CUPERTINO	CA 95014-1647
18880	ARATA	375-13-005	YI, QINGHONG AND ZHOU, JIE	18880 ARATA WY	CUPERTINO	CA 95014-3634
18844	ARATA	375-13-008	DSOUZA, SANTHOSH A AND SABITHA TRUSTEE	18844 ARATA WY	CUPERTINO	CA 95014-3634
10271	MENHART	375-15-028	YAMAMOTO, KEI AND KANG, KELLY Y	10271 MENHART LN	CUPERTINO	CA 95014-3629
10337	MENHART	375-15-039	HORIO, LELAND S ET AL	5878 MACADAM CT	SAN JOSE	CA 95123-4332
10391	MENHART	375-15-048	HU, YUGEN AND YINGHE	48236 ARCADIANT ST	FREMONT	CA 94539
10272	MENHART	375-17-017	SF19G LLC	26880 ALISO VIEJO PKWY 100	ALISO VIEJO	CA 92656
10335	CALVERT	375-17-022	SRINIVASAN, MAHESHWARAN AND SUNDARESAKUMAR, PREETHI	10335 CALVERT DR	CUPERTINO	CA 95014-3807
10405	CALVERT	375-17-029	LUO, VINSON ET AL	45536 CHEROKEE LN	FREMONT	CA 94539
10425	CALVERT	375-17-031	YEUNG, LORRAINE TRUSTEE	PO BOX 31	LOS GATOS	CA 95031
10435	CALVERT	375-17-032	MCKEE, ELLEN D TRUSTEE	10435 CALVERT DR	CUPERTINO	CA 95014-3835
10490	WUNDERLICH	375-17-055	LU, ANNE	10490 WUNDERLICH DR	CUPERTINO	CA 95014-3648
10240	CALVERT	375-18-022	XING, PEI AND WANG, NADIA J	10240 CALVERT DR	CUPERTINO	CA 95014-3808
10281	JOHNSON	375-18-031	SHETTY, ANILKUMAR DODDANNA AND MEGHA ANIL TRUSTEE	10281 JOHNSON AV	CUPERTINO	CA 95014-3811
10361	JOHNSON	AV 375-18-039	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	CA 94309-2422
10409	JOHNSON	375-18-044	RECUPERO, MARILYN A TRUSTEE	1190 BASCOM AVS 108	SAN JOSE	CA 95128
18655	LOREE	375-19-008	LIANG, WAN HAR CINDY TRUSTEE	18655 LOREE AV	CUPERTINO	CA 95014-3837
10424	STERLING	375-24-003	ATTIA, MAGED AND BEDAIR, GHADA TRUSTEE	10424 STERLING BL	CUPERTINO	CA 95014-3832
10356	STERLING	375-24-011	DEE, JOSEFINA	395 KINCORA CT	SAN JOSE	CA 95136-3916
10308	STERLING	375-24-017	HAO, STEVE MIN AND SUN, QING PING TRUSTEE	6962 BOLLINGER RD	SAN JOSE	CA 95129-2847
18671	PRING	375-25-039	HUANG, CHANG-KAI AND TSENG, SHANG-LIN	18671 PRING CT	CUPERTINO	CA 95014-3822
18661	CRABTREE	375-25-047	SUBAINATI, MOHAMAD K AND JULIE	18661 CRABTREE AV	CUPERTINO	CA 95014-3864
18621	BARNHART	375-26-035	KOO, SANDRA S ET AL	18621 BARNHART AV	CUPERTINO	CA 95014-3801
10456	JOHNSON	375-26-045	CHO, SUNGJU AND CHOI, IHNAEE	10456 JOHNSON AV	CUPERTINO	CA 95014-3814
10610	WUNDERLICH	375-27-019	NIE, XIAOQIONG	10610 WUNDERLICH DR	CUPERTINO	CA 95014-3652
18781	TUGGLE	375-27-025	NULL	P O BOX 5345	SAN JOSE	CA 95150-5345
10590	WUNDERLICH	375-27-026	CHOONG, PHILIP T AND HSIA S TRUSTEE	27769 EDGERTON RD	LOS ALTOS HILLS	CA 94022-3235
10540	WUNDERLICH	375-27-037	OH, SEUNGSEOK AND RYU, SUNA	10540 WUNDERLICH DR	CUPERTINO	CA 95014-3650
10840	JOHNSON	375-30-024	ATCHISON, JOHN D	P.O. BOX 698	CUPERTINO	CA 95015-0698
10784	JOHNSON	375-31-003	WANG, YINAN	PO BOX 946	CUPERTINO	CA 95014
10740	JOHNSON	375-31-007	CHA, CATHY Y TRUSTEE	10740 JOHNSON AV	CUPERTINO	CA 95014-3818
10730	JOHNSON	375-31-008	LEE, MING-TZUNG AND YU-MING	10730 JOHNSON AV	CUPERTINO	CA 95014-3818
10711	GASCOIGNE	375-31-018	TSAI, CHIH JUNG AND LAI, HUI WEN	10711 GASCOIGNE DR	CUPERTINO	CA 95014-3845
10731	GASCOIGNE	375-31-020	NEJAT, FRANK F	PO BOX 700702	SAN JOSE	CA 95170
10801	GASCOIGNE	375-31-027	AGARWAL, SANJAY TRUSTEE & ET AL	10801 GASCOIGNEDR	CUPERTINO	CA 95014
10831	JOHNSON	375-31-065	HUO, XIPING AND SONG, YUANYUAN TRUSTEE	5023 CAPISTRANO AV	SAN JOSE	CA 95129-1025
10841	JOHNSON	375-31-066	LI, YONGNA AND SONG, NING	10841 JOHNSON AV	CUPERTINO	CA 95014-3819

10630	CARVER	DR	375-32-020	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	CA 94309-2422
10616	CARVER		375-32-021	YETTAW, JACKIE A AND JERRI L	10616 CARVER DR	CUPERTINO	CA 95014-3607
18870	TUGGLE		375-32-024	DELA CRUZ, SHERWIN PETER L	18870 TUGGLE AV	CUPERTINO	CA 95014-3626
18850	TUGGLE		375-32-026	ZHU, XINGLEI AND YIN, WENYUAN	18850 TUGGLE AV	CUPERTINO	CA 95014-3626
18871	PENDERGAST		375-33-027	LUI, DAVID K AND ANGIE E	18871 PENDERGAST AV	CUPERTINO	CA 95014-3620
18881	PENDERGAST		375-33-028	CHENG, XINWU AND SHI, WEN	18881 PENDERGAST AV	CUPERTINO	CA 95014-3620
18931	PENDERGAST		375-33-033	KAWASAKI, ELAINE T TRUSTEE	18931 PENDERGAST AV	CUPERTINO	CA 95014-3622
18911	TUGGLE		375-33-064	FLAUGHER, LOU ANN	18911 TUGGLE AV	CUPERTINO	CA 95014-3625
10657	MORENGO		375-34-013	ORTIZ, ROSA F ET AL	10657 MORENGO DR	CUPERTINO	CA 95014-3513
10673	MORENGO		375-34-015	SHARMA, SUBHASH C AND MAMTA	10673 MORENGO DR	CUPERTINO	CA 95014-3513
18930	TUGGLE		375-34-045	SHEN & TIAN LLC	16230 AZALEA WY	LOS GATOS	CA 95032-3622
18940	NEWSOM		375-35-011	NGUYEN, CHINH MANH AND PHAM, THUY THI DIEP	18940 NEWSOM AV	CUPERTINO	CA 95014-3618
5991	BOLLINGER		375-35-025	NALAVDE, TANMAY S AND VAIDYA, VISHWA	5991 BOLLINGER RD	CUPERTINO	CA 95014-3536
10627	CULBERTS, DR		375-36-027	MC GRATH, PATRICK W	1184 VALELAKE CT	SUNNYVALE	CA 94089-2032
899 S	TANTAU		375-38-045	ZWEIG, JONATHAN M AND GRACE YUAN TRUSTEE	899 TANTAU AVS	CUPERTINO	CA 95014-4648
928	HYDE		375-39-004	SAIKUMAR, GURUPRASAD AND DHANAPAL, VIDYA	928 HYDE AV	CUPERTINO	CA 95014-4663
19210	TILSON		375-40-060	SINGH, TAJINDER AND SANDHU, RAMNEET	19210 TILSON AV	CUPERTINO	CA 95014-3529
698	MILLER		375-42-011	LIN, JOHN YAW HWA AND MICHELLE HWAN TI	698 MILLER AV	CUPERTINO	CA 95014-4640
678	MILLER		375-42-012	JEN, KO-TA AND CHRISTINA N TRUSTEE	678 MILLER AV	CUPERTINO	CA 95014-4640

Cupertino Parcels removed from Commencement report.

APN	Reason for removal
316-33-091	Property was built and Landscaped to eliminate the hazard.
316-33-105	Removed at Council request in public hearing.
326-41-032	Database error had been removed at 2020 public hearing.
356-03-041	Database Error was invalid in 2020.
356-05-005	Property transferred to City ownership public property not included in program.
359-20-042	3 consecutive years of compliance.
366-46-004	Parcel Subdivided the new parcel numbers are on the list.
369-13-029	Database error was removed in 2020 for B&L.
369-24-047	Database error was removed in 2020 for B&L.
375-05-005	Built and Landscaped.
375-07-001	Database error was removed in 2020 for B&L.
375-07-061	Database error was removed in 2020 for B&L.
375-16-004	Database error was removed in 2020 at Council request.
375-29-016	Database error was removed in 2020 for B&L.
375-33-044	Removed at Council request in public hearing.



OFFICE OF THE CITY CLERK

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

July 6, 2021

Subject: Special Assessment for Abatement of Hazardous Vegetation and/or Debris and Notice of Hearing of the Cupertino City Council

Dear Property Owner,

Your property has been placed on the Special Assessment Tax Roll for weeds, brush and/or combustible debris abatement services pursuant to Section 9.08 of the Cupertino Municipal Code. A Weed Abatement Program Assessment Report (assessment list) is enclosed.

If you have questions about being placed on the assessment list, please call (408) 282-3145 to speak with Moe Kumre, Santa Clara County Department of Agriculture and Resource Management Weed Abatement Program Manager. You may be directed to leave a voicemail however your call will be returned within three business days.

The Cupertino City Council will conduct a hearing on July 20, 2021 to hear any objections by persons having their names added to the assessment list. Council meets at 6:45 p.m. In accordance with Governor Newsom's Executive Order No-29-20, this will be a teleconference meeting without a physical location. Members of the public will be able to observe and address the meeting telephonically or otherwise electronically from the City's website through procedures that will be detailed in the published meeting agenda. (see reverse side).

Thank you,

Lauren Sapudar
Deputy City Clerk

cc: Santa Clara County Department of Agriculture and Resource Management

Enclosure: Assessment Report

**NOTICE OF HEARING ON REPORT AND ASSESSMENT
FOR WEEDS, BRUSH AND/OR COMBUSTIBLE DEBRIS**

NOTICE IS HEREBY GIVEN that that on July 2, 2021 the County Agricultural Commissioner filed with the City Clerk a report and assessment of abatement of weeds, brush and/or combustible debris within the City, copies of which are posted near the main door of the City Council Chambers and City Hall, 10300 Torre Avenue, Cupertino, CA 95014.

NOTICE IS FURTHER GIVEN that on July 20, 2021 at the hour of 6:45 p.m., or as soon as the item can be heard, via a teleconference meeting without a physical location, said report and assessment list will be presented for consideration and confirmation, and that any and all persons interested having any objections to said report and assessment list, or to any matter or thing contained therein, may appear at said time and place and be heard.

Dated this 6th day of July, 2021.



Lauren Sapudar
Deputy City Clerk

2021 WEED ABATEMENT PROGRAM
ASSESSMENT REPORT ROLLOVER REPORT
CITY OF CUPERTINO

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
10175	MC LAREN	316-21-049	CHAO, LIANG FANG	10175 MC LAREN PL	CUPERTINO	95014-2335	\$84.00	13-013
10531	PORTAL	316-30-102	TANG, GEORGE AND TSAO, JUNG WEI	10531 PORTAL AV N	CUPERTINO	95014-2447	\$84.00	13-013
19641	DRAKE	316-32-028	EDBERG, JEREMY AND YOUNG, KATHY	19641 DRAKE DR	CUPERTINO	95014-2433	\$550.00	13-013
10675	FLORA VISTA	326-08-013	MAHAMONGKOL, HATTHAYA AND AMPON	10675 FLORA VISTA AV	CUPERTINO	95014-1610	\$84.00	13-013
10047	CRESCENT	326-16-027	Grand Success LLC	10047 CRESCENT RD	CUPERTINO	95014-1050	\$1,473.00	13-009
10036	CRESCENT	326-17-065	HENGYE LLC	10559 FELTON WY	CUPERTINO	95014-4305	\$84.00	13-013
10395	STELLING	326-28-094	CHEN, ZHIFENG TRUSTEE & ET AL	10395 N STELLING RD	CUPERTINO	95014-1613	\$84.00	13-013
20860	GARDEN GATE	326-30-034	ELLIOTT, JULIE TRUSTEE	204 EAGLE LN	BRENTWOOD	94513	\$550.00	13-013
20985	GARDEN GATE	326-30-087	WU, RICHARD W ET AL	12181 COUNTRY SQUIRE LN	SARATOGA	95070-3467	\$84.00	13-013
10467	GLENCOE	326-30-106	DAMASK ROBERT T	PO BOX 2421	CUPERTINO	95015	\$2,074.00	13-003
20710	GARDEN GATE	326-33-015	LO, ANGELINE TRUSTEE	PO BOX 2935	CUPERTINO	95015	\$84.00	13-013
10692	PEBBLE	326-43-042	CHEN, SHUO-HAO AND LIOU, SU-LING	10692 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
10712	PEBBLE	326-43-044	WINGET, CHARLES M AND KATHERINE B	10712 PEBBLE PL	CUPERTINO	95014-1333	\$84.00	13-013
	STEVENS CREEK	342-13-012	DEANE AND DEANE INC	4040 MOORPARK #116	SAN JOSE	95117-1851	\$3,000.00	13-013
10744	SANTA LUCIA	342-16-073	BANGALORE, MANJUNATH S AND DIXIT, SHALINI S TRUSTEE	10744 SANTA LUCIA RD	CUPERTINO	95014-3940	\$84.00	13-013
22645	SAN JUAN	342-17-067	MULLEN, EVA JO TRUSTEE	PO BOX 835	CUPERTINO	95015-0835	\$84.00	13-013
10690	CORDOVA	342-17-083	WONG, KEITH TAI	10690 CORDOVA RD	CUPERTINO	95014-3912	\$84.00	13-013
22577	SAN JUAN	342-17-084	DHUEY, MICHAEL J	22577 SAN JUAN RD	CUPERTINO	95014-3932	\$84.00	13-013
22661	SAN JUAN	342-17-110	TURNER, PAUL J TRUSTEE & ET AL	10550 MIRA VISTA RD	CUPERTINO	95014	\$84.00	13-013
0	EL CERRITO	342-21-004	ITEM, WERNER AND GLORIA E TRUSTEE	22670 SAN JUAN RD	CUPERTINO	95014-3933	\$550.00	13-013
22765	SAN JUAN	342-22-031	NEHAWANDIAN, NASIM	22765 SAN JUAN RD	CUPERTINO	95014-3934	\$84.00	13-013
10625	CORDOVA	342-22-103	BREINBERG, STEVEN A AND DANNA S	10625 CORDOVA RD	CUPERTINO	95014-3911	\$84.00	13-013
23026	VOSS	342-50-016	TSAI, VICKY TSAY-HSAI TRUSTEE & ET AL	PO BOX 977	CUPERTINO	95015-0977	\$84.00	13-013
0	(LAND ONLY)	342-50-019	CHAMBERLAIN, JACK T TRUSTEE	655 SKYWAY 230	SAN CARLOS	94070	\$84.00	13-013
0	STEVENS CANYON	351-10-043	PARKSIDE TRAIL LLC	P.O BOX 320667	LOS GATOS	95032	\$84.00	13-013
10750	RAE	356-07-076	CHANG, CHRIS ET AL	580 ALBERTA AV	SUNNYVALE	94087-0000	\$84.00	13-013
21885	HYANNISPORT	356-13-050	Jacqueline Bergman	1660 GATON DR APT MO3	SAN JOSE	95125-4514	\$1,203.00	13-013
21906	HYANNISPORT	356-14-057	XU, HAO AND WANG, XUE	21906 HYANNISPORT DR	CUPERTINO	95014-4016	\$84.00	13-013
21662	COLUMBUS	356-18-049	CHANG, ERIC AND CECILIA KAN	21662 COLUMBUS AV	CUPERTINO	95014-4711	\$84.00	13-013
11235	BUBB	356-21-054	KARP, STEPHANIE J	11235 BUBB RD	CUPERTINO	95014-4940	\$84.00	13-013
21576	LA PLAYA	356-23-015	SAHA, ANGSHUMAN AND MADHUMITA TRUSTEE	PO BOX 2918	CUPERTINO	95015-2918	\$84.00	13-013
21987	LINDY	356-25-031	KANG, PING QI AND LIANG, YU JUAN	2408 CLEMENT ST	SAN FRANCISCO	94121	\$84.00	13-013
	NO SITUS	356-25-033	KANG, PINGQI ET AL	2793 RANDERS CT	PALO ALTO	94303-0000	\$84.00	13-013
22041	LINDY	356-27-012	ARAMOONIE, PHILIP	6353 BAY CLUB DR APT 1	FT LAUDERDALE	33308-1613	\$84.00	13-013
11395	CANYON VIEW	356-27-022	HOPKINS, JOHN N AND CAROLYN S TRUSTEE	11395 CANYON VIEW CL	CUPERTINO	95014-0000	\$84.00	13-013
11450	CANYON VIEW	356-27-023	CHANG, CHIAO-FU AND SUE-FAY	20832 HANFORD DR	CUPERTINO	95014-1824	\$84.00	13-013
22032	LINDY	356-27-025	DE, KALPAJIT AND MAJUMDER, PARAMA	22032 LINDY LN	CUPERTINO	95014-4811	\$84.00	13-013
22310	PALM	357-04-023	VAN BLOMMESTEIN, ROBERT AND STEPHANIE	1144 BRACE AV	SAN JOSE	95125-3200	\$84.00	13-013
840	ROSE BLOSSOM	359-04-019	LIAN, HAO AND WANG, JING	840 ROSE BLOSSOM DR	CUPERTINO	95014-4214	\$84.00	13-013
10040	BIANCHI	359-07-021	LIN, JASON C AND FANG, YING HO	10228 STELLING RD N	CUPERTINO	95014-1643	\$550.00	13-013
20940	STEVENS CREEK	359-07-022	LIN, CHING-CHEN	10228 STELLINGRDN	CUPERTINO	95014	\$84.00	13-013
20592	MC CLELLAN	359-18-010	CHANG, LANCE C AND MELODY F	20592 MC CLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013

20616	MC CLELLAN	359-18-048	HARDEMAN, MELODY F ET AL	20616 MCCLELLAN RD	CUPERTINO	95014-2955	\$550.00	13-013
0	BUBB	362-01-025	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$84.00	13-013
	Bubb	362-02-048	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,830.00	13-013
	Bubb	362-04-058	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,290.00	13-013
	Rainbow	362-09-026	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,344.00	13-002
		362-16-037	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$5,216.00	13-013
	Rainbow	362-19-033	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$3,088.00	13-013
1103	STELLING	362-22-006	KABRA, GOVIND AND ZAWAR, ROSHNI TRUSTEE	1103 STELLING RD S	CUPERTINO	95014-5020	\$84.00	13-013
1161	STELLING	362-22-018	LEPAGE-WOODIE, CASEY R TRUSTEE	1504 GUIZOT ST	SAN DIEGO	92107	\$1,652.80	13-013
7585	RAINBOW	362-24-003	WANG, TAO AND LI, WEI	7585 RAINBOW DR	CUPERTINO	95014-5235	\$84.00	13-013
20666	CLEO	362-31-001	XU, BIN ET AL	20666 CLEO AV	CUPERTINO	95014-5033	\$84.00	13-013
20652	CLEO	362-31-002	BURROW, BRADLEY J AND JUANITA S	20652 CLEO AV	CUPERTINO	95014-5033	\$550.00	13-013
	NO SITUS	362-31-030	ALMASI, AZITA TRUSTEE & ET AL	965 LAUREL GLEN DR	PALO ALTO	94304-1323	\$84.00	13-013
11841	UPLAND	366-03-062	VEMPATY, NAGESHWARA R AND HYMA T	13304 GLEN BRAE DR	SARATOGA	95070-4431	\$84.00	13-013
0	STELLING	366-09-028	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$550.00	13-013
0	STAUFFER	366-09-053	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE	95747	\$2,967.60	13-013
7690	PEACH BLOSSOM	366-11-114	DOLL, CYNTHIA A TRUSTEE	4801 CAMERON RD	ELK	95432	\$550.00	13-013
21608	RAINBOW	366-38-031	LAU, PHYLLIS ANN CHOY TRUSTEE	P O BOX 2726	CUPERTINO	95015	\$550.00	13-013
22045	REGNART	366-46-005	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-006	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
	NO SITUS	366-46-007	BIGLER, ROBERT A AND PUNITA P TRUSTEE	11230 BUBB RD	CUPERTINO	95014-4979	\$550.00	13-013
10295	VICKSBURG	369-07-015	XU, GUANGJUN AND YANG, QI	10295 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10301	VICKSBURG	369-07-016	MUNTZ, DANIEL A AND KUNO, HARUMI A	10301 VICKSBURG DR	CUPERTINO	95014-3358	\$84.00	13-013
10140	RICHWOOD	369-08-033	ORTIZ, ALFREDO TRUSTEE	PO BOX 40	CUPERTINO	95015	\$84.00	13-013
10441	OAKVILLE	369-12-035	VRCELI, MICHAEL J	10441 OAKVILLE AV	CUPERTINO	95014-4520	\$84.00	13-013
10300	VICKSBURG	369-14-008	TANABE, THOMAS M TRUSTEE & ET AL	10300 VICKSBURG DR	CUPERTINO	95014-3320	\$84.00	13-013
879	BETTE	369-27-050	CHANG, JUI PO	1198 EAGLE RIDGE WAY	MILPITAS	95035	\$84.00	13-013
20011	PACIFICA	369-28-042	SWAMINATHAN, RAM AND RAJASREE	20011 PACIFICA DR	CUPERTINO	95014-3110	\$84.00	13-013
19397	PHIL	375-05-032	PONGURLEKAR, JITENDRA AND KODE, RUPALI TRUSTEE	19397 PHIL LN	CUPERTINO	95014-3429	\$84.00	13-013
10039	TANTAU	375-07-005	MEIER-LIM, FRANCES W AND ROBERT	1710 HOLT AV	LOS ALTOS	94024-6924	\$84.00	13-013
10067	TANTAU	375-07-007	WU, HUNGJEN HENRY	10067 TANTAU AV S	CUPERTINO	95014-3541	\$84.00	13-013
19131	LOREE	375-07-029	KONG, FAN PENG AND CHEN, MING JIAN	19131 LOREE AV	CUPERTINO	95014-3539	\$84.00	13-013
10251	TANTAU	375-08-004	TAO, BANG NHON AND WEN, WANLING	10251 TANTAU AV S	CUPERTINO	95014-0000	\$84.00	13-013
18930	TILSON	375-09-049	LIU, ZHENG AND CHEN, AIDONG	18930 TILSON AV	CUPERTINO	95014-3655	\$84.00	13-013
10200	STERN	375-12-002	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.00	13-013
10104	STERN	375-12-011	SUNG, ROBERTO	10683 STELLING RD N	CUPERTINO	95014-1647	\$84.00	13-013
18880	ARATA	375-13-005	YI, QINGHONG AND ZHOU, JIE	18880 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
18844	ARATA	375-13-008	DSOUZA, SANTHOSH A AND SABITHA TRUSTEE	18844 ARATA WY	CUPERTINO	95014-3634	\$84.00	13-013
10271	MENHART	375-15-028	YAMAMOTO, KEI AND KANG, KELLY Y	10271 MENHART LN	CUPERTINO	95014-3629	\$84.00	13-013
10337	MENHART	375-15-039	HORIO, LELAND S ET AL	5878 MACADAM CT	SAN JOSE	95123-4332	\$84.00	13-013
10391	MENHART	375-15-048	HU, YUGEN AND YINGHE	48236 ARCADIAN ST	FREMONT	94539	\$84.00	13-013
10272	MENHART	375-17-017	SF19G LLC	26880 ALISO VIEJO PKWY 100	ALISO VIEJO	92656	\$84.00	13-013
10335	CALVERT	375-17-022	SRINIVASAN, MAHESHWARAN AND SUNDARESAKUMAR, PREETHI	10335 CALVERT DR	CUPERTINO	95014-3807	\$84.00	13-013
10405	CALVERT	375-17-029	LUO, VINSON ET AL	45536 CHEROKEE LN	FREMONT	94539	\$84.00	13-013
10425	CALVERT	375-17-031	YEUNG, LORRAINE TRUSTEE	PO BOX 31	LOS GATOS	95031	\$84.00	13-013
10435	CALVERT	375-17-032	MCKEE, ELLEN D TRUSTEE	10435 CALVERT DR	CUPERTINO	95014-3835	\$84.00	13-013
10490	WUNDERLICH	375-17-055	LU, ANNE	10490 WUNDERLICH DR	CUPERTINO	95014-3648	\$84.00	13-013

10240	CALVERT	375-18-022	XING, PEI AND WANG, NADIA J	10240 CALVERT DR	CUPERTINO	95014-3808	\$550.00	13-013
10361	JOHNSON	375-18-039	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,793.20	13-013
10409	JOHNSON	375-18-044	RECUPERO, MARILYN A TRUSTEE	1190 BASCOM AVS 108	SAN JOSE	95128	\$84.00	13-013
18655	LOREE	375-19-008	LIANG, WAN HAR CINDY TRUSTEE	18655 LOREE AV	CUPERTINO	95014-3837	\$84.00	13-013
10424	STERLING	375-24-003	ATTIA, MAGED AND BEDAIR, GHADA TRUSTEE	10424 STERLING BL	CUPERTINO	95014-3832	\$84.00	13-013
10356	STERLING	375-24-011	DEE, JOSEFINA	395 KINCORA CT	SAN JOSE	95136-3916	\$84.00	13-013
10308	STERLING	375-24-017	HAO, STEVE MIN AND SUN, QING PING TRUSTEE	6962 BOLLINGER RD	SAN JOSE	95129-2847	\$84.00	13-013
18671	PRING	375-25-039	HUANG, CHANG-KAI AND TSENG, SHANG-LIN	18671 PRING CT	CUPERTINO	95014-3822	\$84.00	13-013
18661	CRABTREE	375-25-047	SUBAINATI, MOHAMAD K AND JULIE	18661 CRABTREE AV	CUPERTINO	95014-3864	\$84.00	13-013
18621	BARNHART	375-26-035	KOO, SANDRA S ET AL	18621 BARNHART AV	CUPERTINO	95014-3801	\$84.00	13-013
10456	JOHNSON	375-26-045	CHO, SUNGJU AND CHOI, IHNAEE	10456 JOHNSON AV	CUPERTINO	95014-3814	\$84.00	13-013
10610	WUNDERLICH	375-27-019	XIAOQIONG NIE	10610 WUNDERLICH DR	CUPERTINO	95014-3652	\$550.00	13-013
18781	TUGGLE	375-27-025	NULL	P O BOX 5345	SAN JOSE	95150-5345	\$84.00	13-013
10590	WUNDERLICH	375-27-026	CHOONG, PHILIP T AND HSIA S TRUSTEE	27769 EDGERTON RD	LOS ALTOS HILLS	94022-3235	\$84.00	13-013
10540	WUNDERLICH	375-27-037	OH, SEUNGSEOK AND RYU, SUNA	10540 WUNDERLICH DR	CUPERTINO	95014-3650	\$84.00	13-013
10840	JOHNSON	375-30-024	Fishel, Suzan	10840 Johnson Ave	CUPERTINO	95014-3820	\$550.00	13-013
10784	JOHNSON	375-31-003	WANG, YINAN	PO BOX 946	CUPERTINO	95014	\$84.00	13-013
10740	JOHNSON	375-31-007	CHA, CATHY Y TRUSTEE	10740 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10730	JOHNSON	375-31-008	LEE, MING-TZUNG AND YU-MING	10730 JOHNSON AV	CUPERTINO	95014-3818	\$84.00	13-013
10711	GASCOIGNE	375-31-018	TSAI, CHIH JUNG AND LAI, HUI WEN	10711 GASCOIGNE DR	CUPERTINO	95014-3845	\$84.00	13-013
10731	GASCOIGNE	375-31-020	NEJAT, FRANK F	PO BOX 700702	SAN JOSE	95170	\$84.00	13-013
10801	GASCOIGNE	375-31-027	AGARWAL, SANJAY TRUSTEE & ET AL	10801 GASCOIGNEDR	CUPERTINO	95014	\$84.00	13-013
10831	JOHNSON	375-31-065	HUO, XIPING AND SONG, YUANYUAN TRUSTEE	5023 CAPISTRANO AV	SAN JOSE	95129-1025	\$550.00	13-013
10841	JOHNSON	375-31-066	LI, YONGNA AND SONG, NING	10841 JOHNSON AV	CUPERTINO	95014-3819	\$550.00	13-013
10630	CARVER	375-32-020	MC GRATH, PATRICK W	PO BOX 2422	PALO ALTO	94309-2422	\$1,820.20	13-013
10616	CARVER	375-32-021	YETTAW, JACKIE A AND JERRI L	10616 CARVER DR	CUPERTINO	95014-3607	\$84.00	13-013
18870	TUGGLE	375-32-024	DELA CRUZ, SHERWIN PETER L	18870 TUGGLE AV	CUPERTINO	95014-3626	\$550.00	13-013
18850	TUGGLE	375-32-026	ZHU, XINGLEI AND YIN, WENYUAN	18850 TUGGLE AV	CUPERTINO	95014-3626	\$84.00	13-013
18871	PENDERGAST	375-33-027	LUI, DAVID K AND ANGIE E	18871 PENDERGAST AV	CUPERTINO	95014-3620	\$84.00	13-013
18881	PENDERGAST	375-33-028	CHENG, XINWU AND SHI, WEN	18881 PENDERGAST AV	CUPERTINO	95014-3620	\$550.00	13-013
18931	PENDERGAST	375-33-033	KAWASAKI, ELAINE T TRUSTEE	18931 PENDERGAST AV	CUPERTINO	95014-3622	\$84.00	13-013
18911	TUGGLE	375-33-064	FLAUGHER, LOU ANN	18911 TUGGLE AV	CUPERTINO	95014-3625	\$84.00	13-013
10657	MORENGO	375-34-013	ORTIZ, ROSA F ET AL	10657 MORENGO DR	CUPERTINO	95014-3513	\$550.00	13-013
10673	MORENGO	375-34-015	SHARMA, SUBHASH C AND MAMTA	10673 MORENGO DR	CUPERTINO	95014-3513	\$84.00	13-013
18930	TUGGLE	375-34-045	SHEN & TIAN LLC	16345 LOS GATOS BLVD UNIT 38	LOS GATOS	95032-4544	\$550.00	13-013
18940	NEWSOM	375-35-011	NGUYEN, CHINH MANH AND PHAM, THUY THI DIEP	18940 NEWSOM AV	CUPERTINO	95014-3618	\$84.00	13-013
10627	CULBERTSON	375-36-027	MC GRATH, PATRICK W	1184 VALELAKE CT	SUNNYVALE	94089-2032	\$1,802.20	13-013
899	TANTAU	375-38-045	ZWEIG, JONATHAN M AND GRACE YUAN TRUSTEE	899 TANTAU AVS	CUPERTINO	95014-4648	\$84.00	13-013
928	HYDE	375-39-004	SAIKUMAR, GURUPRASAD AND DHANAPAL, VIDYA	928 HYDE AV	CUPERTINO	95014-4663	\$84.00	13-013
19210	TILSON	375-40-060	SINGH, TAJINDER AND SANDHU, RAMNEET	19210 TILSON AV	CUPERTINO	95014-3529	\$84.00	13-013
698	MILLER	375-42-011	LIN, JOHN YAW HWA AND MICHELLE HWAN TI	698 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013
678	MILLER	375-42-012	JEN, KO-TA AND CHRISTINA N TRUSTEE	678 MILLER AV	CUPERTINO	95014-4640	\$84.00	13-013
						TOTAL	\$55,370.00	



CITY OF CUPERTINO

Agenda Item

21-9430

Agenda Date: 7/20/2021
Agenda #: 23.

Subject: Consideration of the Lease, Sale or City Operation of the Cupertino Municipal Water System and Provide Direction on These Options.

1. Conduct a Public Hearing to Consider Options for the Continued Operation of the Cupertino Municipal Water System; and
2. Adopt Resolution 21-069, Authorizing Initiation of the Public Utilities Code § 10061 Process to Approve a Future Long-term Lease of Real Property (Cupertino Municipal Water System) that May be Effective as Early as October 1, 2022 (Attachment A.)



PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Consideration of the Lease, Sale or City Operation of the Cupertino Municipal Water System and Provide Direction on These Options.

Recommended Action

1. Conduct a Public Hearing to Consider Options for the Continued Operation of the Cupertino Municipal Water System; and
2. Adopt Resolution 21-XXX, Authorizing Initiation of the Public Utilities Code § 10061 Process to Approve a Future Long-term Lease of Real Property, (Cupertino Municipal Water System) that May be Effective as Early as October 1, 2022 (Attachment A).

Background

Cupertino has three water service areas as shown on Attachment B.

- The orange area is served by a water system owned and operated by San Jose Water Company (SJWC).
- The green area is served by a water system owned and operated by California Water Service Company.
- The orange area is served by the Cupertino Municipal water system. This system is owned by the City of Cupertino and leased for operations by SJWC.

This report is focused on the orange area that is served by the Cupertino Municipal water system and leased to SJWC in October 1997 for a term of 25 years.

As the lessee of the System, SJWC is responsible for all operations of the system including repair, maintenance, operation, customer service/billing, emergency service and water quality testing. According to the terms of the 1997 lease, the City received an initial \$6.8M concession fee and an annual payment of \$1 per year from SJWC. On December 17, 2019, City Council adopted Resolution 19-145 (Attachment C), which approved an amended and restated lease (Lease) (Attachment D). This new Lease agreement required SJWC to deposit \$5 million of funds to the City for the purpose of completing capital improvements to the System before the end of the lease. These funds were received, and improvements are ongoing.

Discussion

There are three options to consider for the continued operation of the System when the current Lease ends in September 2022. These include:

1. A new long-term lease of the system
2. Sale of the system
3. City operation of the system

1. New Long-Term Lease – Recommended Option

Leasing the System has provided customers with comparable service to that provided to other Cupertino residents (who are served by SJWC or Cal Water's privately owned systems). These customers are charged rates that are consistent with SJWC's other customers.¹ Leasing the System has the advantage of allowing the City to continue to own a valuable asset and to receive a return on the investment the public made in creating the System. Further, the process for leasing the water system is simpler and less time consuming than a sale of the system. It provides a level of expertise in operations and economies of scale that could not be achieved if the City operated the System directly.

If the City Council decides to continue leasing the System to a third-party the City must initiate a new Request for Proposal (RFP) process in compliance with section 10061 of the Public Utilities Code (PUC § 10061).

Recommended lease provisions would be updated to current best practices for operation and maintenance. These provisions would ensure System customers receive quality and reliable water service, and that the System is operated and maintained to all applicable standards. Recommended provisions would include, but are not limited to, the following:

- Term of 20 years
- Specified dollar amount of annual System improvements to ensure reliable and efficient long-term operation and maintenance
- Setting of water rates and charges to be capped at the rates established by the California Public Utilities Commission for other water customers within Cupertino. (Requirement of current amended and restated lease)

Upon completion of draft new lease agreement the RFP would be publicly advertised. Lease proposals received would be evaluated on:

- Meeting required qualifications, experience, and history in operation of similar or larger water systems
- Concession amount proposed
- Annual payment amount proposed

¹ The current Lease caps the amount SJWC can charge customers of the leased System to an amount less than or equal to the amount SJWC charges its own customers within Cupertino, as determined by the California Public Utilities Commission and their Public Advocates Office.

Proposals determined to be “best qualified to continue to provide equal or better service to the customers of the system” as specified in PUC § 10061 would be presented for City Council award consideration at a public hearing. This process is expected to take up to 15 months to complete.

If the City Council provides direction to pursue a new lease, it will be necessary to start the process soon in order to ensure completion by the October 2022 expiration date of the current Lease. A proposed timeline is included below.

2. Sale

There are two potential options available to sell the System. One option is pursuant to PUC § 10061. The other option is to pursue a legislative amendment and sell pursuant to Government Code § 37420.5.

Selling the System pursuant to PUC § 10061 requires that the City first engage in an RFP process. Once the City has negotiated sale terms with the purchaser determined by City Council to be the “best qualified to continue to provide equal or better services to the customers” of the Water System, then approval of the proposed sale can move forward with the following additional steps:

- 1) A Council resolution determining that System customers “will be provided with equal or better service by the acquiring entity on terms that are just.”
- 2) A resolution adopted by the purchasing entity, concurring in the terms and conditions of the sale.
- 3) Approval of a majority of voters voting in a City-wide special or general election held for that purpose.

If the sale were approved, the California Public Utilities Commission (CPUC) would review the terms. The CPUC could potentially require the parties to renegotiate if the CPUC determined the terms were improper.² This process, including negotiations and CPUC review, is estimated to take up to 41 months. Therefore, the current Lease would need a short-term extension in order to bridge the time between the October 2022 expiration date and the sale of the system.

Alternatively, the City could pursue a sale pursuant to Government Code §37520.5, which allows the City to use a simplified process to sell the System to a bordering water system³ without voter approval. However, the City would first have to successfully obtain an amendment to GC § 37420.5. A legislative amendment to Government Code (GC) §37420.5 would be necessary in at least two respects:

² See for example, the CPUC’s Public Advocates Office opposition to the proposed purchase of the Bellflower Municipal Water System by California American Water Company despite city council and voters approving the sale. <https://www.publicadvocates.cpuc.ca.gov/general.aspx?id=4172>.

³ SJWC, Cal Water and the City of Sunnyvale have water systems that border the System.

- 1) GC § 37420.5 is currently limited to the cities of El Monte, Montebello, and Willows. Therefore, it would have to be amended to include the City of Cupertino; and
- 2) GC § 37420.5 is currently applicable only if “the potentially subsumed public water system is wholly within the boundaries of the city.” Since a small portion of the System is outside the boundaries of the City, GC § 37420.5 would probably have to be amended to eliminate or modify this restriction.

Currently GC § 37420.5 provides that if 10 percent of “interested persons” protest the proposed sale, an election must be called for voter approval. As defined, this means that an election would **not** be required unless 10 percent of Cupertino residents submit protests. In addition, it provides that if 50 percent of interested persons object, the sale process must be put on hold for a year. If the sale were approved, the CPUC would review the terms and could potentially require the parties to renegotiate if the agency determined the terms were improper. This process, including negotiations and CPUC review, is estimated to take up to 45 months and would require the current Lease to have a short-term extension.

A sale is not recommended because it is a time-consuming process with potentially uncertain results since the sale is contingent upon public and CPUC approval. Ultimately, it is not clear that the customers would receive a substantial benefit from the sale of the System, given the current structure of the Lease that ensures rates do not exceed those of SJWC’s private customers. While the City could receive a substantial one-time payment for the System’s assets, it would lose the ability to control this asset in the future.

3. City Operation

This option would involve the City operating the System using its own forces. Taking over operation of the System would transfer all risk and all costs for operation of the System to the City. This would include the costs of maintenance, and could result in increased costs to ratepayers, subject to constitutional limits. Similarly, when serving the approximately 4,500 customers connected to the System, the City would not be able to take advantage of the economies of scale that private purveyors have when serving over one million customers. Due to potentially complex logistics, including specialized staffing and organizational needs, this option is not recommended.

This option, including time to recruit and hire additional staffing, and obtain necessary equipment and regulatory approvals, will take up to 36 months and would require the current Lease to have a short-term extension.

Next Steps

The estimated timeline for a new long-term lease is as follows:

Activity	Date (Subject to Change)
Draft new lease completed	July 26, 2021 – October 1, 2021

RFP issued with draft new lease	October 5, 2021
RFP evaluated by potential proposers	October 5, 2021 – December 7, 2021
Proposals received by City	November 16, 2021
Proposal evaluated by staff	December 7, 2021 – February 15, 2022
Public hearing by Council	March 1, 2022
Transition of System to selected proposer	April 2022 – October 2022
Begin new long-term lease	November 2022

Public Notice

A legal notice ad was published in the Cupertino Currier on July 9, 2021 (prior to the July 20, 2021, public hearing date) No other written notices were sent. A webpage for this item was created and can be viewed [HERE](#). A Frequently Asked Questions page will also be prepared to help inform the public. Additionally, a “News” article was published on the City’s main webpage to provide information and to advise the community of the July 20, 2021 public hearing date.

Sustainability Impact

No sustainability impact.

Environmental Impact

Adoption of the proposed Resolution is not a project under the requirements of the California Quality Act of 1970, together with related State CEQA Guidelines (collectively, “CEQA”) because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Resolution is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. CEQA applies only to projects which have the potential of causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, initiating the Public Utilities Code section 10061 process does not commit the City to a definite course of action as all proposals could be rejected. Further, if an award is made to enter a long-term lease, doing so merely provides for the continued operation of an existing Water System without an expansion in the physical improvements or increase in the level of service, so this is not an activity subject to CEQA. Environmental review will be conducted as necessary for any changes to the Water System that may be agreed upon in the future.

Fiscal Impact

Authorization of the recommendation for a new long-term lease will not have a fiscal impact to the City. Funds needed to complete the RFP process are in the Fiscal Year (FY) 22 Budget and no additional funds are needed. However, there will be future fiscal impacts if a new long-term lease is authorized. The degree of these impacts will be affected

by the terms and conditions of the RFP and negotiations with the selected proposer. Additional staffing to administer a new long-term lease may be required.

Sale of the System would provide the City with significant funds. In 2018, the System was valued at \$55M.

Prepared by: Roger Lee, Director of Public Works

Reviewed and Approved for Submission by: Dianne Thompson, Acting City Manager

Attachments:

A – Draft Resolution

B - Water Service Map

C – Resolution 19-145

D – Amended & Restated Lease

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CUPERTINO CITY COUNCIL

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
AUTHORIZING INITIATION OF THE PUBLIC UTILITIES CODE § 10061
PROCESS TO ADOPT A FUTURE LONG-TERM LEASE OF REAL PROPERTY
(WATER SYSTEM) THAT MAY BE EFFECTIVE AS EARLY AS OCTOBER 1,
2022**

WHEREAS, from about 1960 until 1997 the City provided water service to approximately 4,200 metered customers using a water system constructed and operated by the City ("Water System"); and

WHEREAS, the production, treatment, and distribution of potable water within the Water System area is determined and declared to be a health, sanitary and safety measure necessary for the promotion, protection and preservation of the health, safety and general welfare of the people of the City of Cupertino; and

WHEREAS, the City Council of the City of Cupertino enacted provisions of the Municipal Code, in part, to satisfy applicable potable water safety and health requirements; and

WHEREAS, the City may lease property to private parties pursuant to California Constitution Article XI Section 9; Government Code Sections 37350, 37380 and 37395; and Public Utilities Code Sections 10003, 10004, and 10061; and

WHEREAS, pursuant to Public Utilities Code section 10061, the City Council adopted on September 2, 1997 by Council Resolution 9950 the original Agreement for Lease of Real Property (Water System) which leased the Water System to San Jose Water Company for a period of 25 years; and

WHEREAS, the City Council adopted on December 17, 2019 by Council Resolution 19-145 an Amended and Restated Agreement for Lease of Real Property (Water System) ("Amended Lease") to clarify various operational matters; and

WHEREAS, pursuant to Amended Lease all operations of the Cupertino Municipal Water System are provided by a private water utility operator collector pursuant to the terms of the Amended Lease and Cupertino Municipal Code; and

Resolution No. _____

Attachment A

WHEREAS, the City does not provide water system services, rather the private water utility has agreed to protect public health, safety and welfare and comply with applicable laws; and

WHEREAS, the Amended Lease will expire on September 30, 2022 and the City Council must consider how the customers of the Water System will receive service in the future including via a new long-term lease, sale of the Water System, or operation by the City itself; and

WHEREAS, a public hearing notice regarding the City Council's consideration of the continued operation of the Water System was posted on the City's website on July 9, 2021 and notices were published in the newspaper of the Cupertino Courier for general circulation; and

WHEREAS, all documentation to support consideration of the continued operation of the Water System as placed on file with the City Clerk for public inspection and review; and

WHEREAS, at its regular meeting on July 20, 2021, the City Council held a duly noticed public hearing to consider the lease, sale or City operation of the Water System; and

WHEREAS, at the public hearing, interested persons had the opportunity to testify regarding the potential lease, sale or City operation of the Water System; and

WHEREAS, the City Council of the City of Cupertino finds and determines as follows:

1. The above recitals are true and correct and material to the adoption of this Resolution.
2. In anticipation of the expiration of the Amended Lease on September 30, 2022, City staff should issue requests for proposals for a new long-term lease pursuant to the provisions of Public Utilities Code Section 10061.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino, does hereby:

Resolution No. _____

Attachment A

1. Authorize the Director of Public Works to draft a request for proposals for a new long-term lease of the Water System and engage professionals to assist with the preparation and negotiation of the request for proposal and new lease, including special legal counsel and other professionals as may be needed, and take all action as may be reasonably necessary to effectuate the purposes of this Resolution; and
2. Upon receipt and analysis of proposals received, return for City Council consideration for the authorization of a new long-term lease that may be effective as early as October 1, 2022.

BE IT FURTHER RESOLVED that this Resolution is not a project under the requirements of the California Quality Act of 1970, together with related State CEQA Guidelines (collectively, "CEQA") because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Resolution is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. CEQA applies only to projects which have the potential of causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, initiating the Public Utilities Code section 10061 process does not commit the City to a definite course of action as all proposals could be rejected. Further, if an award is made to enter a long-term lease, doing so merely provides for the continued operation of an existing Water System without an expansion in the physical improvements or increase in the level of service, so this is not an activity subject to CEQA. Environmental review will be conducted as necessary for any changes to the Water System that may be agreed upon in the future. The foregoing determination is made by the City Council in its independent judgment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July 2021, by the following vote:

Members of the City Council

AYES:

NOES:

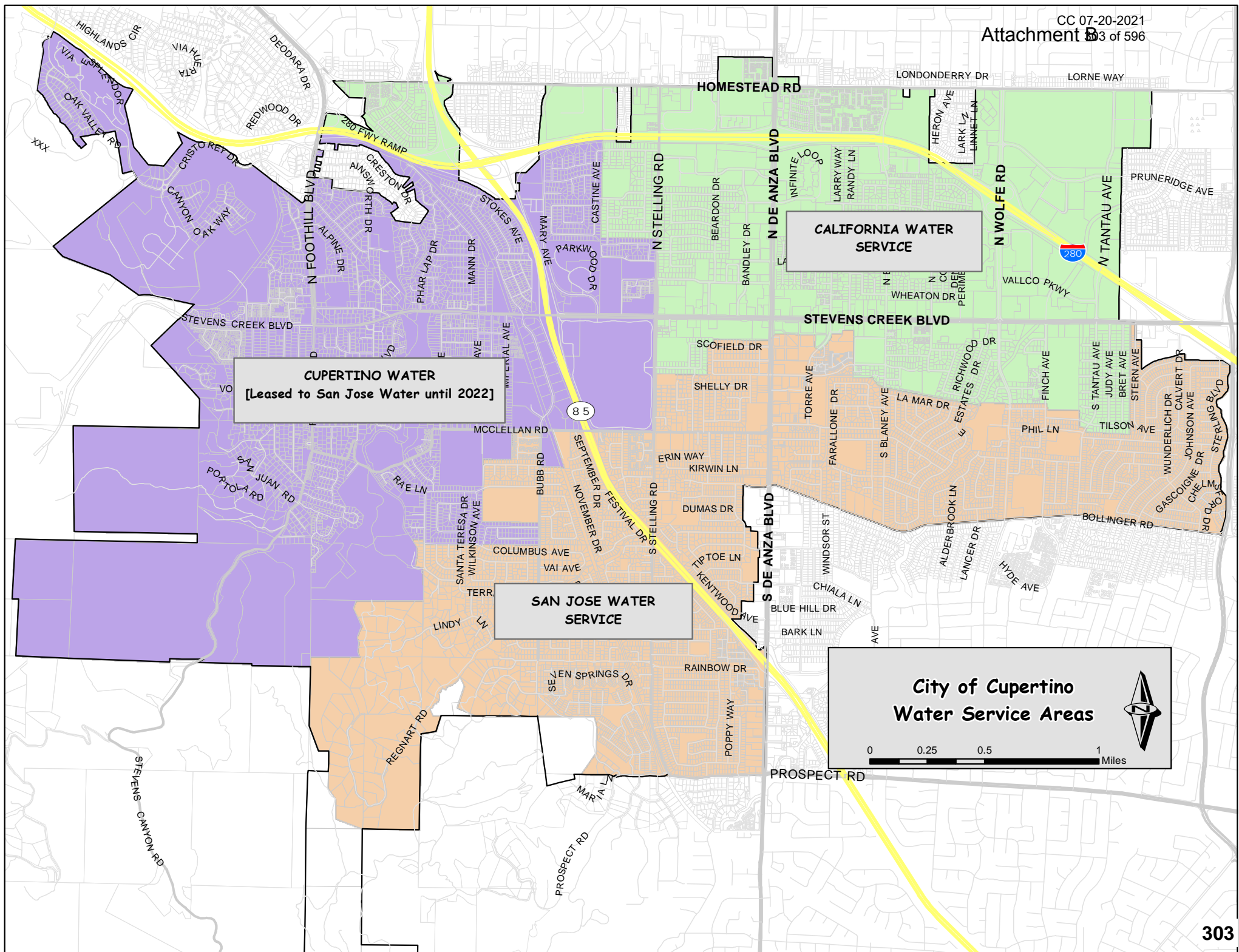
ABSENT:

ABSTAIN:

Resolution No. _____

Attachment A

<p>SIGNED:</p> <p>_____</p> <p>Darcy Paul, Mayor City of Cupertino</p>	<p>_____</p> <p>Date</p>
<p>ATTEST:</p> <p>_____</p> <p>Kirsten Squarcia, City Clerk</p>	<p>_____</p> <p>Date</p>



RESOLUTION NO. 19-145

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
APPROVING AN AMENDED AND RESTATED AGREEMENT FOR LEASE
OF REAL PROPERTY (WATER SYSTEM) WITH SAN JOSE WATER
COMPANY**

WHEREAS, the production, treatment, and distribution of potable water within the Cupertino Municipal Water System area is determined and declared to be a health, sanitary and safety measure necessary for the promotion, protection and preservation of the health, safety and general welfare of the people of the City of Cupertino; and

WHEREAS, the City Council of the City of Cupertino enacted provisions of the Municipal Code, in part, to satisfy applicable potable water safety and health requirements; and

WHEREAS, the City Council adopted on September 2, 1997 by Council Resolution 9950 the original Agreement for Lease of Real Property (Water System); and

WHEREAS, pursuant to the proposed Amended and Restated Agreement for Lease of Real Property (Water System), included as attachment C to the staff report for this Resolution and incorporated herein by this reference, ("Amended Lease") all operations of the Cupertino Municipal Water System are provided by a private water utility operator collector pursuant to the terms of the Amended Lease and Cupertino Municipal Code; and

WHEREAS, the City does not provide water system services, rather the private water utility has agreed to protect public health, safety and welfare and comply with applicable laws; and

WHEREAS, as the lessee of the Cupertino Municipal Water System, San Jose Water Company, is responsible for all operations of the system including repair, maintenance, operation, customer service, rate setting, billing, emergency service and water quality testing; and

WHEREAS, pursuant to the terms of the Amended Lease, San Jose Water Company has the responsibility to operate the Cupertino Municipal Water System

in a manner similar to that in which it operates in own systems and to maintain the leased system in accordance with specified operational standards; and

WHEREAS, pursuant to the terms of the Amended Lease, San Jose Water Company has the responsibility to make certain capital investments up to \$5 million in the Cupertino Municipal Water System before the Amended Lease expires in October 2022; and

WHEREAS, pursuant to the terms of the Amended Lease, when rate setting for customers of the Cupertino Municipal Water System, the private water utility is solely responsible for setting and collecting such rates and charges at a level at or below the authorized amount set by the California Public Utilities Commission in effect on SJWC's regulated water system located within Cupertino; and

WHEREAS, the City has determined that the Amended Lease is not a project under CEQA because it has no potential for resulting in a physical change in the environment, but even if it were, it would be exempt from environmental review pursuant to the exemption in 14 Cal. Code Regs. §15601(b)(3) in that it can be seen with certainty that there is no possibility that this action will have a significant effect on the environment because approval of the Amended Lease merely clarifies the standards of operation of the system and the procedures for establishing water rates, which are technical changes concerning the general administration of the lease of property and does not commit the City to a definite course of action, so this is not an activity subject to CEQA. Environmental review will be conducted as necessary for any changes to the water system that may be agreed upon in the future; and

WHEREAS, the City Council, using its independent judgment, before taking action on this Resolution, determines that the action is not a project and/or exempt from CEQA for the reasons stated above; and

WHEREAS, each and every customer and owner of real property within the Cupertino municipal water system was notified of a public hearing scheduled on the Amended Lease by U.S. mail prior to said public hearing; and

WHEREAS, a public hearing notice regarding the Amended Lease was posted on the City's website on November 5, 2019; and

WHEREAS, all documentation to support consideration of this Amended Lease was placed on file with the City Clerk for public inspection and review; and

WHEREAS, at its regular meeting on December 17, 2019, the City Council held a duly noticed public hearing to consider the Amended Lease; and

WHEREAS, at the public hearing, interested persons had the opportunity to testify regarding the Amended Lease; and

WHEREAS, the City Council of the City of Cupertino finds and determines as follows:

1. The above recitals are true and correct and material to the adoption of this Resolution.

2. Pursuant to the Amended Lease between the City and San Jose Water Company, the public's written comments and testimony received at this public hearing, and the staff report and information presented at the hearing, the City Council hereby determines that the Agreement for Lease of Real Property (Water System) adopted by Council Resolution 9950 on September 2, 1997 should be restated and amended.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino, does hereby:

1. Approve the Amended and Restated Agreement for Lease of Real Property (Water System) with San Jose Water Company.
2. Authorize the Mayor to execute the Amended Lease.
3. Authorize the City Manager or his/her designee to take all action as may be reasonably necessary to effectuate the Amended Lease.

BE IT FURTHER RESOLVED that this Resolution is not a project under the requirements of the California Quality Act of 1970, together with related State CEQA Guidelines (collectively, "CEQA") because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. CEQA applies only to projects which have the potential of causing a significant effect on the environment. Where it can be seen with certainty that there is no

Resolution No. 19-145

Page 4

possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the amendments to the City Code would have no or only a de minimis impact on the environment. The foregoing determination is made by the City Council in its independent judgment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 17th day of December, 2019, by the following vote:

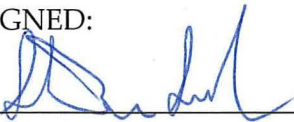

Vote Members of the City Council

AYES: Scharf, Paul, Chao, Sinks, Willey

NOES: None

ABSENT: None

ABSTAIN: None

<p>SIGNED:</p>  <p>Steven Scharf, Mayor City of Cupertino</p>	<p>12/19/19</p> <p>Date</p>
<p>ATTEST:</p>  <p>Grace Schmidt, City Clerk</p>	<p>12-19-19</p> <p>Date</p>

RECORDING REQUESTED BY

City of Cupertino

WHEN RECORDED MAIL TO

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AMENDED AND RESTATED AGREEMENT
FOR LEASE OF REAL PROPERTY (WATER SYSTEM)

SEPARATE PAGE PURSUANT TO GOVT. CODE 27316.6

**AMENDED AND RESTATED AGREEMENT
FOR LEASE OF REAL PROPERTY (WATER SYSTEM)**

THIS AMENDED AND RESTATED AGREEMENT FOR LEASE OF REAL PROPERTY (WATER SYSTEM) ("Lease") is entered into as of 12/17/19, between the CITY OF CUPERTINO (hereinafter referred to as "City"), and SAN JOSE WATER COMPANY, a California corporation ("Lessee") (collectively "**Parties**") with reference to the following facts and intentions:

RECITALS:

WHEREAS, prior to City's incorporation in 1955, and continuing thereafter, the Cupertino area was provided with water service by investor-owned private utility companies including San Jose Water Works, the predecessor to Lessee; and

WHEREAS, in 1958, City granted San Jose Water Works (the former name of Lessee) a franchise to construct, operate, maintain, and improve a portion of the water system within the City of Cupertino, which Lessee privately owns and operates in exchange for payment of a franchise fee set by Chapters 6.16 and 6.20, respectively, of the Cupertino Municipal Code; and

WHEREAS, from about 1960 until October 1, 1997, in the areas not already served by the private water companies, City provided water service to approximately 4,200 (currently approximately 4,400) metered customers in the service area described in **Exhibit A** attached hereto (as such service area may change from time to time in accordance with this Lease, the "**Service Area**"); and

WHEREAS, as a result, Cupertino was served by three roughly equal-size water systems: a city-owned system within the Service Area and two others owned and operated by investor-owned utilities; and

WHEREAS, within the Service Area, City is the owner of certain real property, easements and rights of way and those certain pipes, mains, pumps and appurtenant facilities (including without limitation buildings, pump houses, sheds and other structures) constituting all of City's water system (the "**Water System**") as generally depicted in **Exhibit B** attached hereto and may be updated from time to time; and

WHEREAS, City has no legal obligation to provide public water service to its residents and desired to terminate its role in the provision of water service and allow those services to be provided city-wide exclusively by investor-owned utilities; and

WHEREAS, City may lease property to private parties pursuant to California Constitution Article XI Section 9; Government Code Sections 37350, 37380 and 37395; and Public Utilities Code Sections 10003, 10004, and 10061; and

WHEREAS, pursuant to the requirements of Public Utilities Code Section 10061, in 1997 City considered two lease proposals from existing investor-owned utilities operating in Cupertino to operate the Water System. As a result, the City Council found that Lessee was the best qualified operator that could continue to provide equal or better service to the customers of the Water System for just compensation; and on that basis granted a concession to Lessee; and

WHEREAS, the Parties entered into an Agreement for Lease of Real Property (Water System) dated October 1, 1997 ("**Original Lease**"), which provided for a twenty-five (25) year term, a concession fee of \$6,800,000, and other terms and conditions as contained in the Original Lease; and

WHEREAS, City and Lessee mutually desire to amend and restate the Original Lease in its entirety to reflect updated terms and conditions agreed to by the Parties; and

WHEREAS, the amendments are intended, among other things, to clarify the intent of the Parties in providing compensation, provide for capital investments in the Water System, and simplify SJWC's rate setting procedure with regard to the Lease; and

WHEREAS, City has determined that these revised terms and conditions of the Lease assure that the Water System will continue to be operated and maintained, and that water service will be provided within the Service Area in a manner that benefits the public and fulfills the public purposes of the Water System; and

WHEREAS, such public benefits and public purposes will be preserved by, among others, requirements that the Water System be operated and maintained, and the utility services be performed, in accordance with this Lease, and in a manner consistent with the operational and maintenance standards applicable to Lessee's own regulated water system, such as General Order 103 A and Lessee's existing tariffs as approved by the California Public Utilities Commission ("**CPUC**") for domestic water and fire flow service, as may be amended from time to time (the "**Operational Standards**"); and

WHEREAS, City and Lessee met and conferred about amending the Original Lease, shared relevant information and, with the aid of competent counsel and advisors, mutually negotiated the amendments in an arm's length transaction, taking into account what constitutes fair and reasonable compensation for the value of the governmental property, rights, and privileges being conveyed to a private party; and

WHEREAS, this Lease supersedes and replaces the Original Lease in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, City and Lessee hereby agree as follows:

Section 1. Lease of Water System and Grant of Concession.

City hereby leases to Lessee, and Lessee hereby leases from City, the Water System as described on Exhibit B. The Water System is leased in an "as is" condition. City also grants a concession to Lessee to provide water service within the Service Area, and in connection therewith, to use, possess, operate, manage, maintain, rehabilitate, expand, and improve the Water System in exchange for those rates and charges Lessee establishes in accordance with and pursuant to this Lease. In conveying this interest in governmental property to a private party, neither City nor any of its agents has made any representation or warranties with respect to the Water System except as specifically set forth in this Lease. City provided Lessee with copies of maps, drawings, plans and specifications of the 1997 system, along with customer service and account records prior to the Closing Date (defined below). Lessee agrees to use its best efforts keep all customer information confidential, whether received from City or developed during the Term of the Lease.

Section 2. Term of Lease.

The term of the Lease of the Water System shall be twenty-five (25) years unless terminated earlier as provided in this Lease (the "**Term**"), beginning on October 1, 1997 (the "**Closing Date**").

Section 3. Use of Water System.

Subject to the provisions of this Lease, Lessee agrees to use the Water System for the purpose of furnishing potable water service to customers connected to the Water System. Lessee agrees to furnish water, including water service for fire protection, to all customers in the Service Area in accordance with the applicable Operational Standards relating to service at all times during the Term of the Lease.

Lessee has no authority to and shall not retire, sell, transfer, convey, or encumber any real property of the Water System without prior written permission of the City. Lessee has no authority to retire, sell or otherwise dispose of any personal property of the Water System without prior written permission of the City.

City retains the right to utilize or continue to utilize any portion or portions of the Water System, including easements, tanks, buildings, and appurtenances for any legal purpose which does not interfere with Lessee's use of the Water System to furnish potable domestic water service to customers connected to the Water System.

Section 4. Title.

All existing and future capital improvements shall be deemed part of the Water System and title to such Capital Improvements shall vest in City following inspection and written approval by the City Engineer and formal acceptance by the City. Any other installed water utility infrastructure added to or incorporated into the Water System by Lessee pursuant to its obligations under this Lease or which are added by new developments shall be deemed part of the Water System and title to such property shall vest in City following inspection and written approval by the City Engineer and formal acceptance by the City. Lessee shall not own the Water System or any part thereof or any interest therein during the Term of this Lease.

Section 5. Concession Fee.

This Lease sets forth that the Water System be leased and the potable domestic water service be supplied exclusively by Lessee, a regulated utility, as a concession. As partial consideration for the property, rights, and privileges granted under this Lease (along with the consideration provided for in Section 6 and Section 28), Lessee and City met and conferred about this matter in good faith and mutually negotiated a concession fee, taking into account the fair market value of the Water System being leased and the service accounts, among other relevant factors in determining what constitutes fair and reasonable compensation under the terms and conditions of this Lease. Lessee agreed to pay and did pay the City a one-time concession fee (the “**Concession Fee**”) of 6.8 million dollars (\$6,800,000.00) upon the execution of this Lease. The Parties understand and acknowledge that the Concession Fee was not a levy imposed by City on Lessee in its governmental capacity; it was voluntarily paid, negotiated compensation resulting in a fair and reasonable payment for a valuable interest in the Water System and water service. The Concession Fee is not a security deposit and is not refundable. The Concession Fee was legally incident on Lessee and the legal duty to pay remained with Lessee regardless of how Lessee opted, in its sole discretion, to fund the Concession Fee.

Section 6. Base Rent.

As additional consideration (along with the consideration provided for in Section 5 and Section 28), for the property, rights, and privileges granted under this Lease, Lessee agrees to pay to City as annual rental (hereinafter called the “**Base Rental**”) for the use of the Water System, the sum of one dollar per year (\$1.00/year). The Base Rental shall be paid to City on the basis of City’s fiscal year which commences July 1 and ends on June 30. City and Lessee agree that this rent provides sufficient consideration considering the benefits and burdens placed upon the Parties under the terms and conditions of this Lease. The Parties understand and acknowledge that the Base Rental is not a levy imposed by City on Lessee in its governmental capacity; it is voluntarily paid, negotiated compensation resulting in a fair and reasonable payment for a valuable interest in the Water System. The Base Rental shall be legally incident on Lessee and the legal duty to pay shall remain with Lessee regardless of how Lessee opts, in its sole discretion, to fund the Base Rental.

Section 7. Operation of Water System.

A. Repair, Maintenance, Operation and Capital Improvement.

(1) Repair, Maintenance, and Operation. Lessee shall at its own expense throughout the Term of this Lease, undertake any utility plant addition, betterment, replacement, improvement, and repair and also perform routine and emergency maintenance of the Water System in accordance with all applicable Operational Standards and any federal, state or local law, rule, regulation, code, or ordinance (collectively "**System Maintenance**"), and shall manage and operate the Water System and pay all costs and expenses of operating the same (including the costs of all utilities, plant improvements, water and all public charges, taxes and assessments of any nature whatsoever) (collectively "**System Operation**"), it being understood and agreed that City shall be under no obligation to pay any cost or expense of any kind or character in connection with or related to the System Maintenance or System Operation during the Term of this Lease.

(2) Lessee's Capital Improvements. In addition to the foregoing System Maintenance and System Operation obligations, Lessee shall be responsible for all capital improvements with respect to the Water System required to be designed, constructed and completed during the Term in accordance with the terms of this Lease, including those Capital Improvements as required by the applicable Operational Standards, and as required by any federal, state or local law, rule, regulation, code, or ordinance. For the purposes of this Lease, "**Capital Improvement**" is defined as any project having an estimated cost in excess of one thousand dollars (\$1,000), which constitutes an expansion to or addition, betterment, replacement, improvement and/or repair of the Water System that will either enhance the Water System's overall value, increase its useful life or adapt it to new uses, and has a useful life of ten (10) years for pumps, mechanical and electrical equipment, forty (40) years for above-ground buildings and structures, and fifty (50) years for underground pipes and lines.

Further, to amicably resolve a dispute between the Parties regarding the adequacy of Lessee's investment in the Capital Improvement of the Water System during the time period prior to the amendment and restatement of this Lease, and subject to the terms and conditions below, Lessee shall also be exclusively responsible for expending up to five million dollars (\$5,000,000) of Lessee's funds ("**Capital Improvements Funds**") prior to September 30, 2022 to remove and legally dispose of existing facilities, and to design, construct and complete Water System Capital Improvement projects approved by the City, in the City's sole discretion, and reasonably necessary as determined by the City for System Maintenance and System Operation (each a "**Capital Improvement Project**"). To facilitate the timely initiation of Capital Improvement Projects, during the Term of this Lease, City and Lessee shall meet and confer from time to time in good faith to make reasonable efforts to coordinate on the Capital Improvement Projects that shall be initiated pursuant to this Section..

Lessee's cost to design, bid and manage a Capital Improvement Project paid for with the Capital Improvement Funds shall be consistent with other capital projects constructed in Lessee's regulated water system.

The design and construction of a Capital Improvement Project paid for with Capital Improvement Funds shall be based upon and incorporate the applicable Operational Standards, and any federal, state or local law, rule, regulation, code, or ordinance, and shall provide a minimum design life of ten (10) years for pumps, mechanical and electrical equipment, forty (40) years for above-ground buildings and structures, and fifty (50) years for underground pipes and lines.

(3) True-Up of Capital Improvement Funds. Following the completion of each Capital Improvement Project paid for with the Capital Improvement Funds, the Lessee and the City shall confer in good faith regarding any true-up of the Capital Improvement Fund that may be necessary or appropriate based on the total costs, fees and expenses incurred by the Lessee on such project. Once an individual Capital Improvement Project paid for with the Capital Improvement Funds is complete, any unused or unapproved amounts shall be returned to the Capital Improvement Funds defined in Paragraph (10) below. The Parties shall proceed in good faith to negotiate and agree upon the true-up of the Capital Improvement Funds.

(4) Contractors. The City acknowledges and agrees that Lessee may engage contractors to perform some or all of the services associated with the design and construction of Capital Improvements to the Water System. The Lessee may, at its sole discretion, subcontract to contractors all or portions of the services to be provided regarding the design and construction of the Capital Improvements, provided, however, that Lessee shall remain liable for any work so subcontracted. If any contractor defaults on its contract, the Lessee shall make all reasonable efforts to enforce its rights under such contract, but such default shall not relieve the Lessee of its obligation to complete the Capital Improvements in accordance with this Lease.

(5) Progress Schedule. City and Lessee shall meet and confer from time to time in good faith to negotiate and mutually agree upon schedules to execute the Capital Improvement Projects.

(6) Project Cost. A minimum of thirty (30) days prior to beginning any work on a Capital Improvement Project paid for with Capital Improvement Funds, Lessee shall submit to the City a written schedule of anticipated costs for all Lessee design, labor, material, overhead and sub-contractor costs for each Capital Improvement Project identified in paragraph (2) above.

(7) Design Plans/As Built Plans. The Lessee shall provide a set of "as-built" plans for each of the Capital Improvement Projects completed, all manuals required for operation and maintenance of the Capital Improvement, and copies of warranties issued by the manufacturer of the equipment and materials installed as part of the Capital Improvement. A copy of the "as-built" plans for each of the Capital Improvement Project shall be provided to the City by Lessee in electronic form. The Lessee shall make available for review by the City, a paper copy of the "as-built" plans and specifications for each of the Capital Improvements, all manuals required for operation and maintenance of the Capital Improvement, and copies of warranties issued by the manufacturer of the equipment and materials installed as part of the Capital Improvements.

(8) Capital Improvement Startup. The Lessee shall provide all necessary services in connection with planning, direction and supervision, and shall provide all materials, supplies and

equipment required for the start-up, testing, commissioning and performance of the Capital Improvements.

(8) Cooperation. The Lessee and City shall, in good faith, cooperate in any and all actions necessary or appropriate for the completion of the design, construction, start up, testing, commissioning and performance of the services relating to Capital Improvements.

(9) Reports. The Lessee shall prepare quarterly reports describing the progress with respect to the design, construction and cost of each Capital Improvement Project paid for with Capital Improvement Funds. In addition, the Lessee shall keep, and furnish to the City, at the City's request, such information on the design, construction and cost of Capital Improvement Projects as the City may reasonably request. Upon the commencement of construction of a Capital Improvement Project paid for with Capital Improvement Funds, the Lessee and the City shall hold regularly scheduled construction progress meetings. The frequency of the regularly scheduled construction progress meetings shall not be more than once per quarter unless otherwise agreed upon between the Parties. The Lessee shall prepare and submit information regarding progress of construction, dollars expended to date as a percentage of the total project, and percent project is complete to the City at least five (5) days prior to the regularly scheduled construction progress meetings. The information to be prepared by the Lessee shall generally include the following: (i) updates regarding the costs and expenses incurred with respect to the design and construction of each Capital Improvement Project, and any updates of the cost estimate for each Capital Improvement Project; (ii) update and narrative with respect to progress schedules; (iii) overview of the work performed on each Capital Improvement Project currently being constructed; (iv) narrative of any expected upcoming issues or changes in the design of a Capital Improvement Project; and (v) updated list of any outstanding issues and action items.

(10) Capital Improvement Funds. No later than thirty (30) days after the execution of this Amended and Restated Lease, Lessee shall remit to the City the sum of five million dollars (\$5,000,000) which shall be used by the City to reimburse Lessee for fees and costs to be incurred for the Capital Improvement Projects to be undertaken after the effective date of this Lease. The five million dollars in Capital Improvement Funds are to be maintained by the City solely for the benefit of City and the Lessee, free from any lien or claim of any creditor of City or the Lessee. Lessee shall invoice City monthly for reimbursement from the Capital Improvement Fund for costs incurred with respect to a Capital Improvement Project meeting the requirements under this Lease. Provided that the invoices reflect costs that are consistent with other capital projects constructed in Lessee's regulated water system, such invoices shall be due and payable by City after thirty (30) days of receipt by City. Invoices that are disputed shall be addressed as part of the true-up procedure described in subsection (3) above. Lessee shall not be obligated to expend any amounts in excess of the \$5,000,000 Capital Improvement Funds on Capital Improvement Projects. If monies remain in the Capital Improvement Funds upon the termination or expiration of the Lease, the money shall vest with the City and be used for Water System expenditures which may include, but are not limited to, costs to complete any Capital Improvement Project that is incomplete.

B. Customer Services Obligations.

Except in the case of developer projects, Lessee shall at its own expense throughout the

Term of this Lease be exclusively responsible for satisfying any and all customer service obligations pursuant to the Operating Standards, associated with Lessee's provision of water service in the Service Area. Pursuant to the Operating Standards, these customer service obligations include, but are not limited to: rendering periodic bills to all customers receiving water service in the Service Area; payment processing; responding to customer inquiries on water service, bills, leaks or other concerns; collecting bills; processing applications for new or transfer of service; collection of customer deposits for new service; collection of construction meter deposits; and investigation of customer complaints.

C. Emergency Service Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for maintaining twenty-four (24) hour on-call response to emergency calls or customer inquiries; providing an emergency or natural disaster operations plan; maintaining an emergency communications system; providing or having access to equipment required to perform emergency repair work to vital system equipment and water mains; including evaluating and if necessary providing emergency diesel powered backup generator at critical pumping stations.

D. Water Quality Testing Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for performing, or causing to be performed, by a State of California certified laboratory, any and all water sampling, analysis, testing and reporting as required for water sources, distribution mains or customer premises, testing and reporting as required for water sources, distribution mains or customer premises, by the U.S. Environmental Protection Agency, State of California Department of Health Services and Office of Drinking Water and the County Environmental Health Department or acts of the U.S. Congress or California Legislature; scheduling and collecting water samples to test for microbiological, inorganic and organic constituents; transportation to certified lab; preparation of monitoring plans; sample collection training; reporting to appropriate regulator(s); record keeping; analysis interpretation; special or emergency sample collection and analysis emergency notification to affected customers, if required; preparation and distribution of any and all published and distributed customer reports on water quality; management of a cross-control program; new well or water source sampling and analysis; response to customer inquiries on water quality issues; conducting annual system survey with California State Department of Health Services; obtaining permits and compliance with appropriate air district; providing hazardous materials control program, and ensuring all operator certification is in compliance with State and Federal requirements.

E. Other Service Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for implementing any City, County, Valley Water, State or Federal water conservation program; maintaining distribution system maps and plat maps; preparing any required urban water management plans; and in general, doing all such acts and performing all such services as required to operate the Water System in a manner similar to that in which it operates its own district systems, subject; however, to the provisions of this Lease. All maps, plans and records required by this

section and/or through the operation, maintenance and improvement of the Water System shall be transmitted to City at a minimum frequency as specified in the following subsection regarding reports.

F. Reports: Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for providing City written reports, in a form suitable to both Parties, related to Lessee's operation and maintenance of the Water System, as described herein. The frequency and contents of the reports shall be as follows:

(1) Annually. Summary of extraordinary maintenance, capital improvements completed and in design, developer installations with job description, percentage of completion and pertinent comments relative to the project; service and complaint report with listing of customer complaints and inquiries, reason for customer contact and resolution of the matter; water quality analysis of microbiological testing; and status of operation and maintenance activities.

(2) Periodically. Any other report or information that is reasonably requested by City in connection with the operation, maintenance and betterment of the Water System as contemplated under the terms of this Lease.

(3) Confidential Information. The Parties acknowledge and agree that the Non-Disclosure, Limited Use, and Confidentiality Agreement by and between the Parties dated June 13, 2016, as amended (the "**Confidentiality Agreement**") shall determine the rights and obligations with respect to "Information" as such term is defined in the Confidentiality Agreement.

G. General Operation.

Unless inconsistent with the specific terms of this Lease, Lessee shall operate the Water System according to the procedures and administrative rules by which it operates its other water systems in the City of Cupertino.

H. Transition Period.

Lessee shall fully cooperate and not hinder in any way with City's efforts to operate, lease, and/or sell the Water System to a party other than the Lessee. All records required under this Lease shall be made current by the Lessee at the frequency previously defined or as reasonably requested by City and without undue burden or cost to Lessee. All customer billing information shall be kept current and coordinated with City during the last twelve (12) months of the Lease Term.

Section 8. Rates and Charges.

Lessee shall, in its sole and exclusive discretion, be responsible for setting, levying, and providing notice of any and all of the rates, surcharges, surcredits and other service charges and/or fees and penalties that Lessee will apply to water service to be delivered to the customers served by the Water System.

To ensure that the property interests, rights, and privileges granted by City to Lessee hereunder are not abused, the rates, surcharges and other service charges and/or fees and penalties levied by Lessee on Water System customers shall not exceed the rates, surcharges, surcredits and other service charges and/or fees and penalties approved and/or authorized by the CPUC and in effect on Lessee's CPUC regulated water system located in areas of City (hereinafter "**Regulatory Cap**"). City and Lessee agree that this Regulatory Cap affords Lessee with sufficient flexibility to establish rates and charges while ensuring Lessee's customers are subject to just, reasonable, and nondiscriminatory rates and charges regardless of whether they are receiving water service from the leased Water System or Lessee's CPUC regulated water system. The Regulatory Cap applicable to Water System customers shall not include the "Surcharge to Fund Public Utilities Commission Reimbursement Fee" an administrative fee imposed by the CPUC on the tarified system.

Provided that Lessee is in material compliance with this Section 8, City shall have no authority or obligation to impose, set, modify, approve, or provide notice of the rates and charges levied by Lessee on Water System customers. Lessee shall notify City of any proposed modifications to Lessee's rates, surcharges and other service charges and/or fees and penalties at least thirty (30) days prior to their effective date and provide documentation to demonstrate that the proposed rates, surcharges and other service charges and/or fees and penalties will be at or below the Regulatory Cap as described above. City, acting in its regulatory capacity, may confirm that Lessee is in compliance with this substantive requirement. In the event of a discrepancy, City may request additional information for clarification, which Lessee shall provide within fifteen (15) business days. If, in City's reasonable determination, Lessee's rates, surcharges and other service charges and/or fees and penalties exceed the Regulatory Cap and Lessee cannot demonstrate that its rates are in compliance, City may order Lessee to revise its rates to achieve compliance with this Section 8. Such a revision may require that Lessee provide a refund and/or credit to the customers to make them whole, as applicable.

Notwithstanding the foregoing, the City reserves the right to impose and collect fees for new or expanded water service connections on the Water System such as connection fees and development impact fees.

In the event, that rates, surcharges and other service charges and/or fees and penalties are reduced by order of the CPUC, including any determinations necessitating a refund or credit, or voluntarily by Lessee on Lessee's CPUC regulated water system located in areas of the City, Lessee shall forthwith reduce its rates, surcharges and other service charges and/or fees and penalties within the Service Area of the Lease consistent with such reductions, refunds or credits.

No charge will be made for water delivered to Cupertino fire department facilities. No charge will be made for firefighting activities. All municipal properties using water service will be charged generally applicable rates as described herein.

In the event of mandatory water rationing imposed by Valley Water, State of California, or any other authorized public utility and other authorized public authority and to the extent allowed by law, Lessee may impose water conservation, mandatory water rationing, and applicable penalties on Water System customers that violate duly authorized restrictions.

Section 9. Evaluation of System/Arbitration.

Lessee, upon written request of City or City's agent, shall permit City or City's agent to conduct a comprehensive inspection of the Water System, including, but not limited to, field inspections, maintenance records and reports, customer complaints, capital improvement installations, schedules, and plans, in order to assess the condition of the Water System.

In the event that City determines that all or part of the Water System is not being operated or maintained in accordance with applicable Operational Standards, or other applicable requirements of this Lease, City shall provide written notice to Lessee describing the deficiencies which City wishes to be corrected. Lessee shall, within sixty (60) days thereafter, file with City its written response describing which deficiencies Lessee agrees are valid together with a plan to correct said deficiencies. Failure of Lessee to provide said written response within said period shall be deemed by City as an admission that said deficiencies exist and City may through an action for specific performance or other legal action compel Lessee to perform the work necessary to correct said deficiencies.

In the event that Lessee, in its written response to City disagrees with any or all of the deficiencies described in City's notice or in the event that City does not agree to the plan for deficiency corrections, then, in that event, the parties shall meet in good faith, in an attempt to resolve all issues.

In the further event that agreement cannot be reached between the parties or any or all issues, then the parties agree to submit the unsolved issues to arbitration under the rules of the American Arbitration Association or such other association as selected by the Presiding Judge of the Santa Clara County Superior Court, State of California.

Section 10. Water Supply.

Lessee shall not modify or take water supply wells out of permanent service without the express written permission of the City's Director of Public Works.

Section 11. Customer Billing and Collections.

A. Lessee's Obligation.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for rendering periodic bills to and collecting all rates and fees from all customers receiving water through the Water System. Lessee shall own, keep and retain all proceeds from such collections as the sole property of Lessee. Lessee may propose payment and credit rules substantially similar to those imposed by Lessee in similar adjacent localities, and more particularly to customers served by Lessee in other parts of the City, City shall have no role in the rendering of periodic bills or collection of rates and fees, or the frequency thereof.

B. Utility User's Tax.

To the extent required by law, Lessee shall bill and collect on behalf of City from customers receiving water through the Water System any additional amounts which City may assess as a utility user's tax on such customers and shall promptly pay all such amounts to City.

C. Unpaid / Delinquent Accounts.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for the collection of unpaid and/or delinquent accounts. City shall have no role in collection of unpaid/delinquent accounts. City shall not be obligated to pursue collection on behalf of the Lessee of any such amounts unpaid by customers.

D. Transition Periods.

City and Lessee jointly read the meters of all customers in the Service Area within fifteen (15) business days preceding the Closing Date and allocated all monies for services rendered and water sold prior to the Closing Date as property of City. All monies for services rendered and water sold after the Closing Date meter readings through the expiration or termination of the Lease shall be and remain the property of Lessee. Accrued expenses will be allocated in a similar manner. All monies for services rendered after the expiration or termination of the Lease shall be the property of City.

Section 12. Insurance.

A. Obligations of Lessee. During the term of this Lease, Lessee at its own cost and expense shall maintain insurance, issued by a carrier or carriers acceptable to City, as follows:

(1) Commercial general liability insurance in the single limit amount of not less than \$5,000,000 which amount may be satisfied by any excess liability insurance carried by Lessee, written on an occurrence basis. Such insurance shall include coverage for injury (including death) or damage to persons and/or property arising out of the operations of Lessee pursuant to this Lease. The policy shall include coverage for liability assumed under this Lease for personal injury, property damage and all other insurable claims as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease.

(2) Workers' compensation insurance, or a certificate of self-insurance, insuring against liability under the Workers' Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such insurance shall fully cover all persons employed by Lessee in connection with its operations under this Lease for claims of death or bodily injury arising in connection with their employment by Lessee pursuant to its operations under this Lease.

(3) Automobile (vehicle) liability insurance on an occurrence basis for bodily injury and/or property damage in a single limit amount of not less than one million dollars (\$1,000,000).

B. Lessee's commercial general liability policy of insurance shall contain an endorsement in favor of City and its officers, agents and employees listing them as additional insureds.

C. The parties shall periodically review the insurance required hereby for the purpose of agreeing on increases in the minimum limits of such insurance, from time to time, to amounts which may be reasonable and customary for similar facilities of like size and operation.

D. All insurance shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California and reasonably acceptable to City.

E. All policies of insurance issued by the respective insurers shall provide that such policies shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Lessee and to City. Evidence of all renewed or new policies, together with evidence of payment, shall likewise be deposited with City prior to expiration dates of expiring or non-renewed policies.

F. The limits of insurance required by this Lease or as carried by Lessee shall not limit the liability of Lessee nor relieve Lessee of any obligation hereunder.

G. Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against City in connection with any damage covered by any policy.

Section 13. Liens and Encumbrances.

City agrees to keep the Water System free and clear of all liens, security interests and encumbrances except for those consented to by Lessee. Lessee agrees to keep the Water System free and clear of all liens, security interests and encumbrances, except for those consented to by the City.

Section 14. Surrender Upon Expiration or Termination.

Upon expiration or termination of the Lease, Lessee agrees that it shall surrender to City the Water System in good order and condition and in a state of repair that is consistent with the applicable Operational Standards. After expiration or termination of the Lease, Lessee shall provide City with an updated Water System map (ArcGIS or equivalent), the accuracy of which Lessee cannot provide verification to the extent information was or is provided by City or third parties or to the extent of changes of such information with the passage of time, showing spatial location of all surface and subsurface assets including all asset types, age, diameter and to the extent known by Lessee. Notwithstanding the foregoing, City acknowledges and agrees that Lessee shall not be liable to City or any third party based upon the information provided hereunder nor shall City rely on any information provided to City under in this Section.

Section 15. Default and Remedies.

A. Default.

The occurrence of any of the following shall constitute a default by Lessee:

(1) If Lessee fails to make any payment to City or to any third party required by this Lease as and when due, or to obtain and maintain any insurance required by this Lease, where such failure continues for ten (10) days following receipt of written notice from City specifying the failure;

(2) If Lessee fails to perform any of its other covenants or agreements herein contained, where such failure continues for thirty days following receipt of written notice from City specifying the failure;

(3) Notwithstanding subsection (2) above, if a failure to perform cannot feasibly be cured within thirty (30) days, for example, a major repair, if then Lessee fails to commence and diligently proceed toward full performance of the cure within thirty (30) days following receipt of written notice from City specifying the failure, or if Lessee fails to complete such performance within a reasonable time; or

(4) (a) If Lessee is or becomes bankrupt or insolvent or makes any general arrangement or assignment for the benefit of creditors; (b) if Lessee becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (c) if a trustee or receiver is appointed to take possession of substantially all of Lessee's assets or of Lessee's interest in this Lease and possession is not restored to Lessee within sixty (60) days; or (d) if a writ of attachment or execution is levied on, or there is a judicial seizure of, substantially all of Lessee's assets or of Lessee's interest in this Lease and such seizure is not discharged within sixty (60) days.

B. Notice and Cure.

If City shall default in the performance of any of its covenants or agreements contained herein and such default shall continue for a period of thirty (30) days after receipt by City from Lessee of written notice specifying the nature of the default, then Lessee may at its option, upon thirty (30) days written notice, cancel and terminate this Lease. In the case of a default which cannot reasonably be cured within thirty (30) days, if City fails to commence performance and diligently proceed toward full performance within thirty (30) days after receipt of notice by Lessee of City's failure to perform or fails to complete performance within a reasonable time thereafter, Lessee may, upon fifteen (15) days' notice, terminate this Lease.

C. Remedies.

City shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or provided for elsewhere in this Lease.

(1) Lessee's Right to Possession Not Terminated. In the event of a default by Lessee, during the continuance of the default and for so long thereafter as any damages or other sums payable by Lessee in connection with such default remain unpaid, City may continue this Lease in full force and effect, and the Lease will continue in effect as long as City does not terminate Lessee's right to possession, and City shall have the right to collect the rent when due. In the event that Lessee ceases to operate the Water System, City can enter the Water System and relet the Water System and the groundwater, or any part of it, to third parties for Lessee's account. Lessee shall be liable immediately to City for all costs City incurs in reletting the Water System and the groundwater. Reletting may be for a period shorter or longer than the remaining Term of this Lease. Lessee shall pay to City the rent due under this Lease on the dates the rent is due, less the rent City receives from any reletting. No act by City allowed by this section shall terminate this Lease unless City notifies Lessee that City elects to terminate this Lease.

(2) Termination of Lessee's Right to Possession. In the event of a default by Lessee, during the continuance of the default and for so long thereafter as any damages or other sums payable by Lessee in connection with such default remain unpaid, if Lessee is not taking prompt and reasonable efforts to cure the default in City's reasonable discretion, City may terminate Lessee's right to possession of the Water System and the groundwater upon fifteen (15) days' notice. No act by City other than giving formal written notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Water System and the groundwater or the appointment of a receiver on City's initiative to protect City's interest under this Lease (other than the appointment of a receiver to perform all of Lessee's obligations hereunder) shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover from Lessee any amount necessary to compensate City for all detriment proximately caused by Lessee's default.

(3) City's Right to Cure Lessee's Default. City, at any time after Lessee commits a default, may cure the default at Lessee's cost, provided that Lessee has not provided City notice that it will need additional time to cure the default and Lessee is not using reasonable efforts to cure the default in City's reasonable discretion, unless immediate action is necessary to ensure uninterrupted operation of the Water System. If City, at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City at the time the sum is paid, and if not paid within fifteen (15) days of notice shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until City is reimbursed by Lessee.

D. Corrective Action. Notwithstanding any provision of this Section 15 to the contrary, if a default or failure to perform by Lessee poses a threat to public health or safety, City shall so notify Lessee, and if Lessee fails to take corrective action within the time specified in such notice, City may enter the Water System and take all necessary action at Lessee's expense. Lessee shall promptly reimburse City for its costs.

Section 16. Force Majeure.

Each Party's respective obligations under this Lease shall be suspended only to the extent that and only for the duration in which the performance of its obligations hereunder is precluded

by acts of nature; war; riots; civil insurrection; acts of civil or military authority taken to protect public health and safety; fires; floods; earthquakes or other natural phenomena; labor strikes, accidents or incidents; laws; rules and regulations of any federal, state, or other governmental agency; changes in law, rules, or regulations of any federal, state or other governmental agency; or other cause of the same or other character, any of which are beyond the reasonable control of such Party (collectively, a "**Force Majeure**"). In the event of a suspension due to the foregoing, the Party whose obligations are suspended shall promptly notify the other Party in writing of such suspension and the cause and estimated duration of such suspension.

The Party providing such notice shall be excused from fulfilling its obligations under this Lease only until such time and only to the extent that the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party(s) in writing of the resumption of its obligations under this Lease. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure.

Section 17. Assignment.

Lessee agrees not to assign this Lease or sublet the Water System or any portion thereof without the consent of City, which consent shall not be unreasonably withheld; provided, however, that City's consent shall not be required in connection with any assignment by Lessee of all of its rights and obligations hereunder to an affiliated company which is controlled by, controls, or under common control with Lessee.

Section 18. Discharge of Liens.

Lessee agrees to pay and discharge all claims for materials, parts, labor, water, power and other consumables and supplies furnished at Lessee's instance or request upon or to the Water System and to keep the Water System free and clear of all liens resulting from such claims. City agrees to pay and discharge all claims and obligations for materials, parts, labor, water, power and other consumables and supplies furnished at City's instance or request upon or to the Water System prior to the commencement of the Term of this Agreement.

Section 19. Indemnity.

Lessee agrees to hold City, and its officers, agents and employees, free and harmless of and from, and to defend, indemnify, and protect City, and its officers, agents and employees, against all liability, loss, claims, demands, damage, expense, costs (including, without limitation, reasonable attorneys' fees and all costs and fees of litigation and its threat) of any kind or nature arising out of or in any way connected with the Lease or Lessee's performance or obligations under this Lease to the maximum extent permitted by Law. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Lessee's occupancy of the Water System. Without in any way limiting the

foregoing, Lessee shall be solely responsible for, and agrees to defend and indemnify City and hold City harmless for any third party claim or action challenging the validity of this Lease. In the event this Lease is declared invalid, Lessee waives any claim it may have against City in connection therewith.

City agrees to hold Lessee, and its officers, agents and employees, free and harmless of and from, and to defend and indemnify Lessee, and its officers, agents and employees, against all liability, loss, claims, demands, damage, expense, costs (including, without limitation, all costs and fees of litigation and its threat) of any kind or nature arising from claims by third parties or governmental agencies and resulting from negligence, gross negligence, recklessness or willful misconduct by City in connection with City's ownership or operation of the Water System occurring or accruing prior to the Closing Date.

Section 20. California Law.

This Lease shall be governed by the laws of the State of California and the Santa Clara County Superior Court shall have exclusive and mandatory jurisdiction over any and all controversies arising from, related to or connected with this Lease and all Parties hereby submit to such jurisdiction and any and all proceedings involving such a controversy shall be brought in these courts, and not elsewhere.

Section 21. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party; if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City: City of Cupertino, City Clerk
10300 Torre Avenue
Cupertino, CA 95014

Lessee: San Jose Water Company
Attention: Legal Department
110 W. Taylor Street
San Jose, CA 95110-2131

or at such other address as either party shall later designate for such purpose by written notice to the other party. Mailed notice shall be deemed given on the date of delivery shown on the receipt card.

Section 22. Waiver.

The waiver by City of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by Lessee of any breach by City of any term, covenant or condition

hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 23. Representation.

City hereby represents and warrants to Lessee that the City owns the Water System free and clear of any and all liens, security interests and encumbrances.

Section 24. Nondiscrimination.

Lessee covenants by and for itself, its officers and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of sex, race, color, creed, national origin, ancestry, religion, citizenship status, age, marital status, medical condition, mental or physical disability, sexual orientation, veteran status or any other characteristic protected by federal or state law or local ordinance in the leasing, transferring, use, or enjoyment of the Water System nor shall Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation.

Section 25. Counterparts.

This Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease.

Section 26. Merger and Modification.

This Lease, including the recitals and attachments thereto, which are incorporated by this reference, set forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written provisions. This Lease may be modified or terminated only in a writing signed by all Parties.

Section 27. Taxes and Assessments: Possessory Interest.

Lessee shall pay all taxes, assessments, fees, levies, charges, license or permit fees and other governmental charges of any kind or nature which are or may be at any time or from time to time during the Term of this Lease levied, charged, assessed or imposed upon or against the Water System or the groundwater or the leasehold estate created hereby or which may be imposed upon any taxable interest of Lessee acquired pursuant to the Lease. Without limiting the generality of the foregoing, Lessee acknowledges that this Lease may create a possessory interest which may be subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Any such tax shall be the sole responsibility of Lessee.

Section 28. Franchise Fees

As partial consideration for the property, rights, and privileges granted under this Lease (along with the consideration provided for in Section 5 and Section 6), Lessee shall pay City during the term of this Lease a franchise fee similar to the franchise fee charged to Lessee by the City for its other water system existing within the City (and which is not part of this Lease) as prescribed by Chapter 6.20 of the City's Municipal Code. City and Lessee considered various methods of compensating City for the value of the Water System concession and determined a certain formula for computing complementary franchise fees based on receipts attributable to the use, operation and possession of the franchise is equally applicable to the concession granted here and represents a fair and reasonable form of compensation that provides for practical and accountable administration. The franchise fee is not a levy imposed by City on Lessee in its governmental capacity; it is voluntarily paid as fair and reasonable compensation for the use of City's property and resources related to the Water System. The franchise fee shall be legally incident on Lessee and the legal duty to pay shall remain with Lessee regardless of how Lessee opts, in its sole discretion, to fund the franchise fee.

Section 29. Attorneys' Fees.

If any party to this Lease commences legal proceedings or arbitration to interpret this Lease, to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 30. Net Lease.

This Lease shall be deemed and construed to be a "net lease" and Lessee hereby agrees that the rental provided for herein shall be an absolute net return to City free and clear of any expenses, charges or setoffs.

Section 31. Lessee's Compliance with Law.

Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole cost and expense, diligently and in a timely manner, comply in all material respects with all "**Applicable Law**," which term is used in this Lease to include all laws, rules, regulations, ordinance, directives, covenants, easements and restrictions of record, permits, and requirements of any applicable fire insurance underwriter or rating bureau, relating in any manner to the Water System or the groundwater (including but not limited to matters pertaining to: (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Water System or the groundwater, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance (as defined below) or storage tank, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Lessee shall notify City in writing (with copies of any documents involved) of any threatened or actual claim, notice, inquiry, citation, warning, complaint or report pertaining to or involving failure by Lessee, the Water System or the groundwater to comply with any Applicable Law.

Section 32. Hazardous Substances.

A Lessee will not cause or permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Substance (defined below) on, in, under, or from the Water System or the groundwater or any portion of it in violation of Applicable Law. If Lessee does cause or permit any release or disposal of any Hazardous Substance on, in, or under the Water System or any portion of it, Lessee, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the Hazardous Substance to the complete satisfaction of City and other appropriate governmental authorities. Lessee shall promptly notify City of any release or disposal (of which Lessee has knowledge or becomes aware) of any Hazardous Substance on, in, under or from the Water System or the groundwater.

B. Lessee agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold City and City's officers, agents and employees free and harmless from and against, all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claims, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against City in connection with or arising from or out of:

(1) any Hazardous Substance, on, in, under, or affecting all or any portion of the Water System or the groundwater, excluding any Hazardous Substance released, generated or disposed by City;

(2) any breach of any covenant or agreement of Lessee contained or referred to in this section;

(3) any violation or claim of violation by Lessee of any Applicable Law; or

(4) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Substance, excluding any Hazardous Substance released, generated or disposed by City.

The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Lessee's occupancy of the Water System and the groundwater.

C. For purposes of this Lease, "**Hazardous Substance**" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance, material or waste which is defined as contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, restricted hazardous waste, residual waste, solid waste or similar term which is or becomes regulated by applicable Environmental Laws (as defined herein) or which is classified as hazardous or toxic under applicable Environmental Laws (including, without limitation, hydrocarbons, petroleum, gasoline, diesel

fuel, crude oil or any products, other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, and urea formaldehyde foam insulation, or their by-products or fractions thereof). "Environmental Laws" means any Federal, state or local laws or any regulations promulgated pursuant to such laws, as such laws or regulations may from time to time be amended, applicable to the Water System, groundwater or the utility services regulating or imposing liability or standards of conduct concerning or relating to (i) the protection of human health or the environment, (ii) the regulation, use or exposure to Hazardous Substances or (iii) the operation, maintenance, construction, repair or rehabilitation of the Water System.

Section 33. City's Access.

City and City's agents shall have the right to enter the Water System at any time in the case of an emergency, and otherwise at reasonable times and on reasonable prior notice for the following purposes: (i) to determine whether the Water System is in good condition as required by this Lease and whether Lessee is complying with its obligations under this Lease, (ii) to serve, post or keep posted any notices required or allowed by law or under this Lease, and (iii) as City may otherwise reasonably deem necessary.

Section 34. Execution.

This Lease is effective upon full execution. It is the product of negotiation and therefore shall not be construed against any Party.

Section 35. General Provisions.

A. Recitals.

The recitals to this Lease are true and correct and are hereby made part of this Lease as if fully set forth in their entirety.

B. Integration.

This Lease, including the exhibits incorporated herein, constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the terms discussed in this Lease.

C. Interpretation and Severability.

The terms of this Lease have been negotiated by the Parties hereto and the language used in this Lease shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Lease shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Lease. If one or more provisions of this Lease are held to be unenforceable or invalid under any laws, rules, or regulations applicable to this Lease, such provision, or such portion of such provision as may be necessary, shall be excluded from

this Lease and the balance of the Lease shall be interpreted as if such provision were so excluded and shall be thereafter enforceable in accordance with its terms.

D. General Compliance with Law.

Each Party hereto shall comply with all laws, rules, and regulations applicable to this Lease including, but not limited to, prevailing wage payments, payroll records, working hours and workers compensation insurance, unemployment insurance benefits, FICA laws, and City's ordinances, including business license requirements.

E. Effective Date.

Upon approval by the City Council and full execution by the Parties, this Lease shall govern the rights and obligations of the Parties from and after the date of this Lease, and the Original Lease shall govern such rights and obligations prior to the date of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

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[Signature page follows]

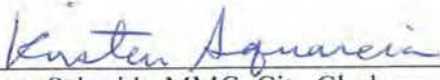
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CITY OF CUPERTINO

By: 
Steven Scharf, Mayor

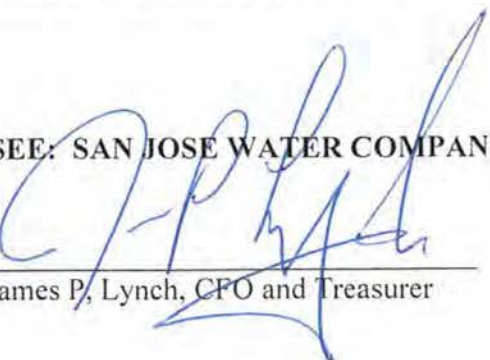
ATTEST:

By: 
Grace Schmidt, MMC, City Clerk
Acting

APPROVED AS TO FORM:

By: 
Heather M. Minner, City Attorney

LESSEE: SAN JOSE WATER COMPANY

By: 
James P. Lynch, CFO and Treasurer

List of Exhibits:

Exhibit A – Service Area
Exhibit B – Water System

EXHIBIT A Service Area

This document certifies that a true and complete map detailing the boundaries of the service area for Cupertino Water, California Water, and San Jose Water (Revised June 1991 and September 1997) and listed as Exhibit A in this *Agreement for Lease of Real Property* is on file in the Office of the City Clerk.

Date: 8 Jan 2020

Kristen Squarria
Deputy City Clerk
Acting

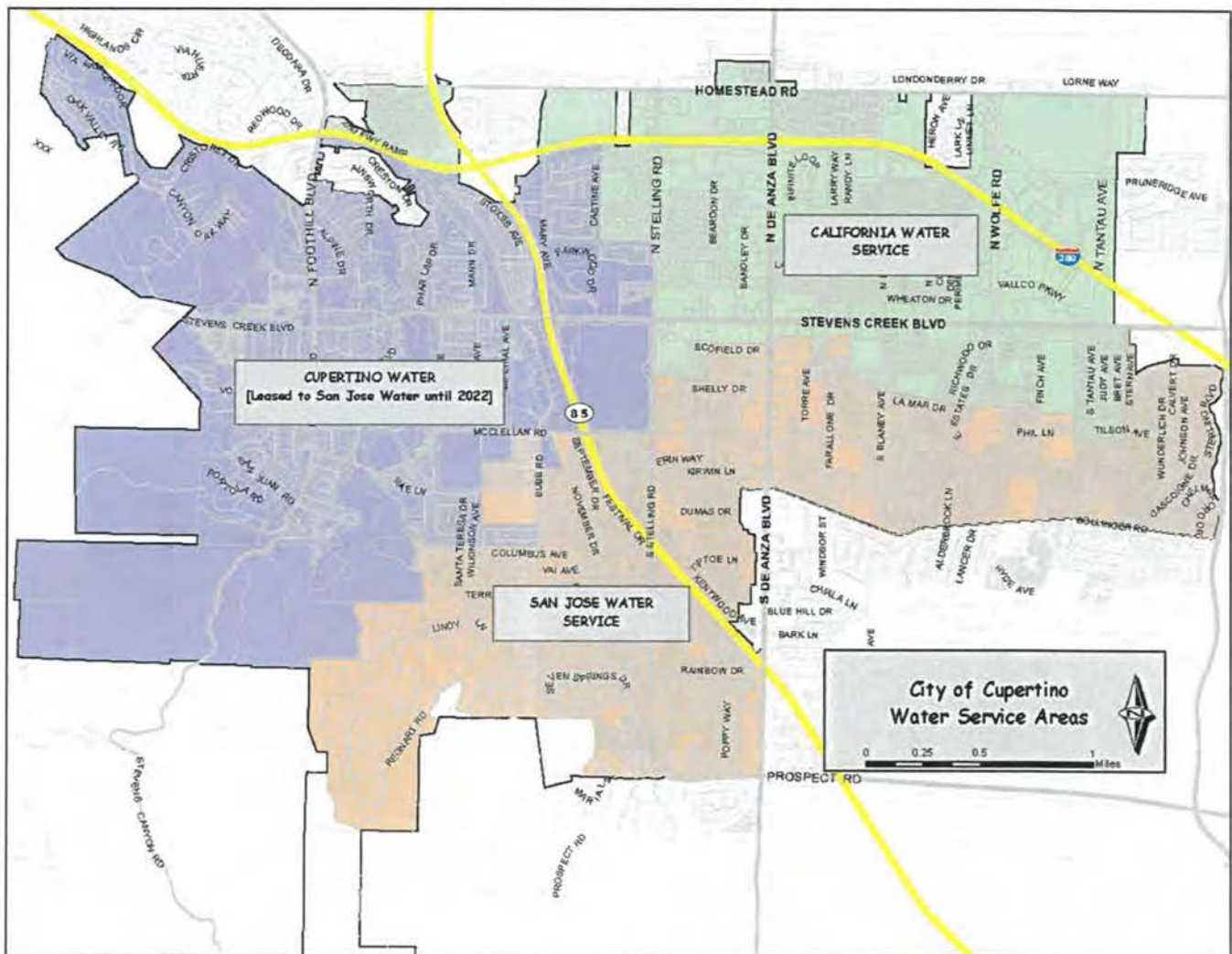
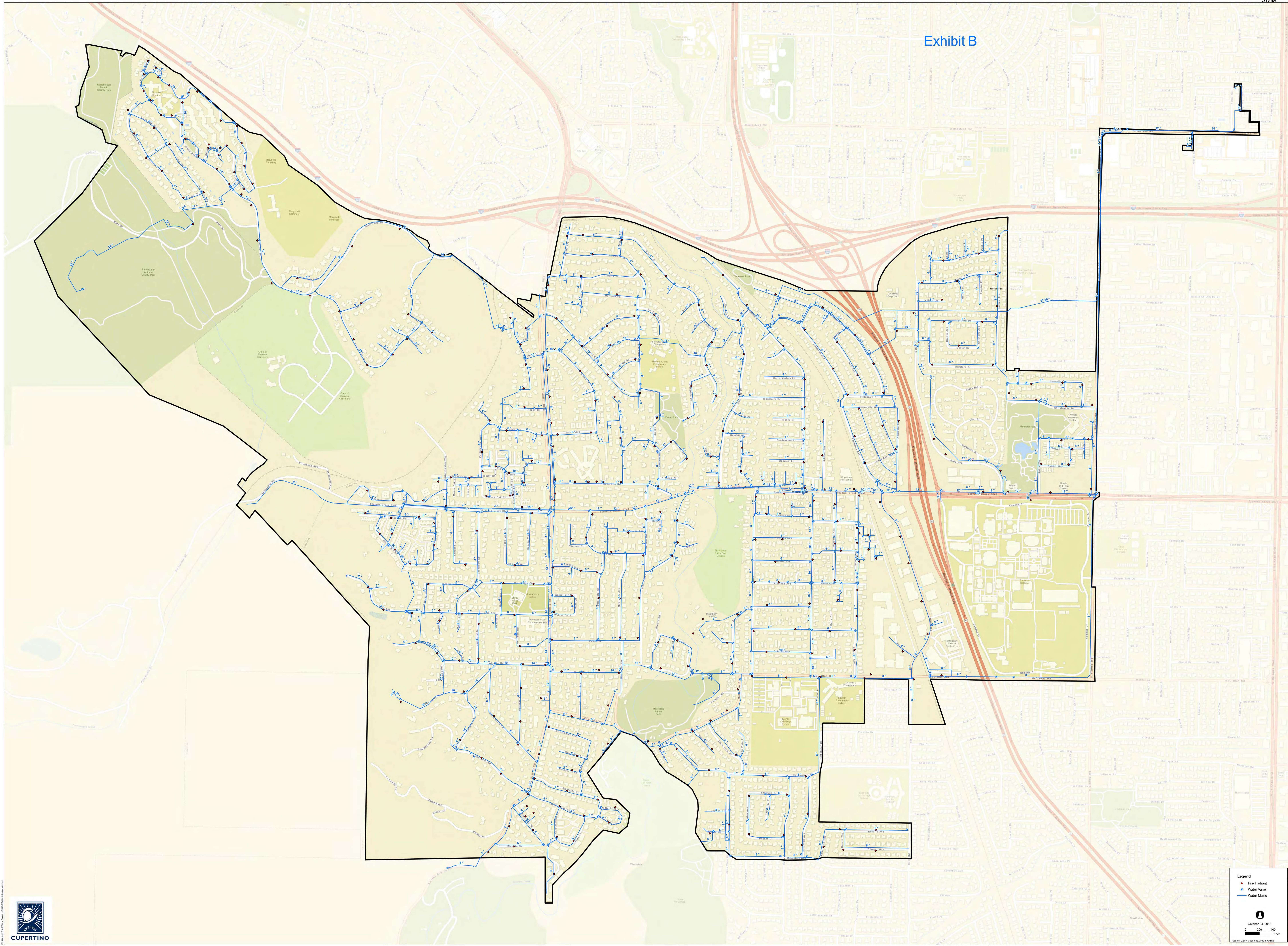


Exhibit B



**AMENDED AND RESTATED AGREEMENT
FOR LEASE OF REAL PROPERTY (WATER SYSTEM)**

THIS AMENDED AND RESTATED AGREEMENT FOR LEASE OF REAL PROPERTY (WATER SYSTEM) ("Lease") is entered into as of 12/17/19, between the CITY OF CUPERTINO (hereinafter referred to as "City"), and SAN JOSE WATER COMPANY, a California corporation ("Lessee") (collectively "Parties") with reference to the following facts and intentions:

RECITALS:

WHEREAS, prior to City's incorporation in 1955, and continuing thereafter, the Cupertino area was provided with water service by investor-owned private utility companies including San Jose Water Works, the predecessor to Lessee; and

WHEREAS, in 1958, City granted San Jose Water Works (the former name of Lessee) a franchise to construct, operate, maintain, and improve a portion of the water system within the City of Cupertino, which Lessee privately owns and operates in exchange for payment of a franchise fee set by Chapters 6.16 and 6.20, respectively, of the Cupertino Municipal Code; and

WHEREAS, from about 1960 until October 1, 1997, in the areas not already served by the private water companies, City provided water service to approximately 4,200 (currently approximately 4,400) metered customers in the service area described in **Exhibit A** attached hereto (as such service area may change from time to time in accordance with this Lease, the "Service Area"); and

WHEREAS, as a result, Cupertino was served by three roughly equal-size water systems: a city-owned system within the Service Area and two others owned and operated by investor-owned utilities; and

WHEREAS, within the Service Area, City is the owner of certain real property, easements and rights of way and those certain pipes, mains, pumps and appurtenant facilities (including without limitation buildings, pump houses, sheds and other structures) constituting all of City's water system (the "Water System") as generally depicted in **Exhibit B** attached hereto and may be updated from time to time; and

WHEREAS, City has no legal obligation to provide public water service to its residents and desired to terminate its role in the provision of water service and allow those services to be provided city-wide exclusively by investor-owned utilities; and

WHEREAS, City may lease property to private parties pursuant to California Constitution Article XI Section 9; Government Code Sections 37350, 37380 and 37395; and Public Utilities Code Sections 10003, 10004, and 10061; and

WHEREAS, pursuant to the requirements of Public Utilities Code Section 10061, in 1997 City considered two lease proposals from existing investor-owned utilities operating in Cupertino to operate the Water System. As a result, the City Council found that Lessee was the best qualified operator that could continue to provide equal or better service to the customers of the Water System for just compensation; and on that basis granted a concession to Lessee; and

WHEREAS, the Parties entered into an Agreement for Lease of Real Property (Water System) dated October 1, 1997 ("**Original Lease**"), which provided for a twenty-five (25) year term, a concession fee of \$6,800,000, and other terms and conditions as contained in the Original Lease; and

WHEREAS, City and Lessee mutually desire to amend and restate the Original Lease in its entirety to reflect updated terms and conditions agreed to by the Parties; and

WHEREAS, the amendments are intended, among other things, to clarify the intent of the Parties in providing compensation, provide for capital investments in the Water System, and simplify SJWC's rate setting procedure with regard to the Lease; and

WHEREAS, City has determined that these revised terms and conditions of the Lease assure that the Water System will continue to be operated and maintained, and that water service will be provided within the Service Area in a manner that benefits the public and fulfills the public purposes of the Water System; and

WHEREAS, such public benefits and public purposes will be preserved by, among others, requirements that the Water System be operated and maintained, and the utility services be performed, in accordance with this Lease, and in a manner consistent with the operational and maintenance standards applicable to Lessee's own regulated water system, such as General Order 103 A and Lessee's existing tariffs as approved by the California Public Utilities Commission ("**CPUC**") for domestic water and fire flow service, as may be amended from time to time (the "**Operational Standards**"); and

WHEREAS, City and Lessee met and conferred about amending the Original Lease, shared relevant information and, with the aid of competent counsel and advisors, mutually negotiated the amendments in an arm's length transaction, taking into account what constitutes fair and reasonable compensation for the value of the governmental property, rights, and privileges being conveyed to a private party; and

WHEREAS, this Lease supersedes and replaces the Original Lease in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, City and Lessee hereby agree as follows:

Section 1. Lease of Water System and Grant of Concession.

City hereby leases to Lessee, and Lessee hereby leases from City, the Water System as described on Exhibit B. The Water System is leased in an "as is" condition. City also grants a concession to Lessee to provide water service within the Service Area, and in connection therewith, to use, possess, operate, manage, maintain, rehabilitate, expand, and improve the Water System in exchange for those rates and charges Lessee establishes in accordance with and pursuant to this Lease. In conveying this interest in governmental property to a private party, neither City nor any of its agents has made any representation or warranties with respect to the Water System except as specifically set forth in this Lease. City provided Lessee with copies of maps, drawings, plans and specifications of the 1997 system, along with customer service and account records prior to the Closing Date (defined below). Lessee agrees to use its best efforts keep all customer information confidential, whether received from City or developed during the Term of the Lease.

Section 2. Term of Lease.

The term of the Lease of the Water System shall be twenty-five (25) years unless terminated earlier as provided in this Lease (the "Term"), beginning on October 1, 1997 (the "Closing Date").

Section 3. Use of Water System.

Subject to the provisions of this Lease, Lessee agrees to use the Water System for the purpose of furnishing potable water service to customers connected to the Water System. Lessee agrees to furnish water, including water service for fire protection, to all customers in the Service Area in accordance with the applicable Operational Standards relating to service at all times during the Term of the Lease.

Lessee has no authority to and shall not retire, sell, transfer, convey, or encumber any real property of the Water System without prior written permission of the City. Lessee has no authority to retire, sell or otherwise dispose of any personal property of the Water System without prior written permission of the City.

City retains the right to utilize or continue to utilize any portion or portions of the Water System, including easements, tanks, buildings, and appurtenances for any legal purpose which does not interfere with Lessee's use of the Water System to furnish potable domestic water service to customers connected to the Water System.

Section 4. Title.

All existing and future capital improvements shall be deemed part of the Water System and title to such Capital Improvements shall vest in City following inspection and written approval by the City Engineer and formal acceptance by the City. Any other installed water utility infrastructure added to or incorporated into the Water System by Lessee pursuant to its obligations under this Lease or which are added by new developments shall be deemed part of the Water System and title to such property shall vest in City following inspection and written approval by the City Engineer and formal acceptance by the City. Lessee shall not own the Water System or any part thereof or any interest therein during the Term of this Lease.

Section 5. Concession Fee.

This Lease sets forth that the Water System be leased and the potable domestic water service be supplied exclusively by Lessee, a regulated utility, as a concession. As partial consideration for the property, rights, and privileges granted under this Lease (along with the consideration provided for in Section 6 and Section 28), Lessee and City met and conferred about this matter in good faith and mutually negotiated a concession fee, taking into account the fair market value of the Water System being leased and the service accounts, among other relevant factors in determining what constitutes fair and reasonable compensation under the terms and conditions of this Lease. Lessee agreed to pay and did pay the City a one-time concession fee (the "**Concession Fee**") of 6.8 million dollars (\$6,800,000.00) upon the execution of this Lease. The Parties understand and acknowledge that the Concession Fee was not a levy imposed by City on Lessee in its governmental capacity; it was voluntarily paid, negotiated compensation resulting in a fair and reasonable payment for a valuable interest in the Water System and water service. The Concession Fee is not a security deposit and is not refundable. The Concession Fee was legally incident on Lessee and the legal duty to pay remained with Lessee regardless of how Lessee opted, in its sole discretion, to fund the Concession Fee.

Section 6. Base Rent.

As additional consideration (along with the consideration provided for in Section 5 and Section 28), for the property, rights, and privileges granted under this Lease, Lessee agrees to pay to City as annual rental (hereinafter called the "**Base Rental**") for the use of the Water System, the sum of one dollar per year (\$1.00/year). The Base Rental shall be paid to City on the basis of City's fiscal year which commences July 1 and ends on June 30. City and Lessee agree that this rent provides sufficient consideration considering the benefits and burdens placed upon the Parties under the terms and conditions of this Lease. The Parties understand and acknowledge that the Base Rental is not a levy imposed by City on Lessee in its governmental capacity; it is voluntarily paid, negotiated compensation resulting in a fair and reasonable payment for a valuable interest in the Water System. The Base Rental shall be legally incident on Lessee and the legal duty to pay shall remain with Lessee regardless of how Lessee opts, in its sole discretion, to fund the Base Rental.

Section 7. Operation of Water System.

A. Repair, Maintenance, Operation and Capital Improvement.

(1) Repair, Maintenance, and Operation. Lessee shall at its own expense throughout the Term of this Lease, undertake any utility plant addition, betterment, replacement, improvement, and repair and also perform routine and emergency maintenance of the Water System in accordance with all applicable Operational Standards and any federal, state or local law, rule, regulation, code, or ordinance (collectively "**System Maintenance**"), and shall manage and operate the Water System and pay all costs and expenses of operating the same (including the costs of all utilities, plant improvements, water and all public charges, taxes and assessments of any nature whatsoever) (collectively "**System Operation**"), it being understood and agreed that City shall be under no obligation to pay any cost or expense of any kind or character in connection with or related to the System Maintenance or System Operation during the Term of this Lease.

(2) Lessee's Capital Improvements. In addition to the foregoing System Maintenance and System Operation obligations, Lessee shall be responsible for all capital improvements with respect to the Water System required to be designed, constructed and completed during the Term in accordance with the terms of this Lease, including those Capital Improvements as required by the applicable Operational Standards, and as required by any federal, state or local law, rule, regulation, code, or ordinance. For the purposes of this Lease, "**Capital Improvement**" is defined as any project having an estimated cost in excess of one thousand dollars (\$1,000), which constitutes an expansion to or addition, betterment, replacement, improvement and/or repair of the Water System that will either enhance the Water System's overall value, increase its useful life or adapt it to new uses, and has a useful life of ten (10) years for pumps, mechanical and electrical equipment, forty (40) years for above-ground buildings and structures, and fifty (50) years for underground pipes and lines.

Further, to amicably resolve a dispute between the Parties regarding the adequacy of Lessee's investment in the Capital Improvement of the Water System during the time period prior to the amendment and restatement of this Lease, and subject to the terms and conditions below, Lessee shall also be exclusively responsible for expending up to five million dollars (\$5,000,000) of Lessee's funds ("**Capital Improvements Funds**") prior to September 30, 2022 to remove and legally dispose of existing facilities, and to design, construct and complete Water System Capital Improvement projects approved by the City, in the City's sole discretion, and reasonably necessary as determined by the City for System Maintenance and System Operation (each a "**Capital Improvement Project**"). To facilitate the timely initiation of Capital Improvement Projects, during the Term of this Lease, City and Lessee shall meet and confer from time to time in good faith to make reasonable efforts to coordinate on the Capital Improvement Projects that shall be initiated pursuant to this Section..

Lessee's cost to design, bid and manage a Capital Improvement Project paid for with the Capital Improvement Funds shall be consistent with other capital projects constructed in Lessee's regulated water system.

The design and construction of a Capital Improvement Project paid for with Capital Improvement Funds shall be based upon and incorporate the applicable Operational Standards, and any federal, state or local law, rule, regulation, code, or ordinance, and shall provide a minimum design life of ten (10) years for pumps, mechanical and electrical equipment, forty (40) years for above-ground buildings and structures, and fifty (50) years for underground pipes and lines.

(3) True-Up of Capital Improvement Funds. Following the completion of each Capital Improvement Project paid for with the Capital Improvement Funds, the Lessee and the City shall confer in good faith regarding any true-up of the Capital Improvement Fund that may be necessary or appropriate based on the total costs, fees and expenses incurred by the Lessee on such project. Once an individual Capital Improvement Project paid for with the Capital Improvement Funds is complete, any unused or unapproved amounts shall be returned to the Capital Improvement Funds defined in Paragraph (10) below. The Parties shall proceed in good faith to negotiate and agree upon the true-up of the Capital Improvement Funds.

(4) Contractors. The City acknowledges and agrees that Lessee may engage contractors to perform some or all of the services associated with the design and construction of Capital Improvements to the Water System. The Lessee may, at its sole discretion, subcontract to contractors all or portions of the services to be provided regarding the design and construction of the Capital Improvements, provided, however, that Lessee shall remain liable for any work so subcontracted. If any contractor defaults on its contract, the Lessee shall make all reasonable efforts to enforce its rights under such contract, but such default shall not relieve the Lessee of its obligation to complete the Capital Improvements in accordance with this Lease.

(5) Progress Schedule. City and Lessee shall meet and confer from time to time in good faith to negotiate and mutually agree upon schedules to execute the Capital Improvement Projects.

(6) Project Cost. A minimum of thirty (30) days prior to beginning any work on a Capital Improvement Project paid for with Capital Improvement Funds, Lessee shall submit to the City a written schedule of anticipated costs for all Lessee design, labor, material, overhead and sub-contractor costs for each Capital Improvement Project identified in paragraph (2) above.

(7) Design Plans/As Built Plans. The Lessee shall provide a set of "as-built" plans for each of the Capital Improvement Projects completed, all manuals required for operation and maintenance of the Capital Improvement, and copies of warranties issued by the manufacturer of the equipment and materials installed as part of the Capital Improvement. A copy of the "as-built" plans for each of the Capital Improvement Project shall be provided to the City by Lessee in electronic form. The Lessee shall make available for review by the City, a paper copy of the "as-built" plans and specifications for each of the Capital Improvements, all manuals required for operation and maintenance of the Capital Improvement, and copies of warranties issued by the manufacturer of the equipment and materials installed as part of the Capital Improvements.

(8) Capital Improvement Startup. The Lessee shall provide all necessary services in connection with planning, direction and supervision, and shall provide all materials, supplies and

equipment required for the start-up, testing, commissioning and performance of the Capital Improvements.

(8) Cooperation. The Lessee and City shall, in good faith, cooperate in any and all actions necessary or appropriate for the completion of the design, construction, start up, testing, commissioning and performance of the services relating to Capital Improvements.

(9) Reports. The Lessee shall prepare quarterly reports describing the progress with respect to the design, construction and cost of each Capital Improvement Project paid for with Capital Improvement Funds. In addition, the Lessee shall keep, and furnish to the City, at the City's request, such information on the design, construction and cost of Capital Improvement Projects as the City may reasonably request. Upon the commencement of construction of a Capital Improvement Project paid for with Capital Improvement Funds, the Lessee and the City shall hold regularly scheduled construction progress meetings. The frequency of the regularly scheduled construction progress meetings shall not be more than once per quarter unless otherwise agreed upon between the Parties. The Lessee shall prepare and submit information regarding progress of construction, dollars expended to date as a percentage of the total project, and percent project is complete to the City at least five (5) days prior to the regularly scheduled construction progress meetings. The information to be prepared by the Lessee shall generally include the following: (i) updates regarding the costs and expenses incurred with respect to the design and construction of each Capital Improvement Project, and any updates of the cost estimate for each Capital Improvement Project; (ii) update and narrative with respect to progress schedules; (iii) overview of the work performed on each Capital Improvement Project currently being constructed; (iv) narrative of any expected upcoming issues or changes in the design of a Capital Improvement Project; and (v) updated list of any outstanding issues and action items.

(10) Capital Improvement Funds. No later than thirty (30) days after the execution of this Amended and Restated Lease, Lessee shall remit to the City the sum of five million dollars (\$5,000,000) which shall be used by the City to reimburse Lessee for fees and costs to be incurred for the Capital Improvement Projects to be undertaken after the effective date of this Lease. The five million dollars in Capital Improvement Funds are to be maintained by the City solely for the benefit of City and the Lessee, free from any lien or claim of any creditor of City or the Lessee. Lessee shall invoice City monthly for reimbursement from the Capital Improvement Fund for costs incurred with respect to a Capital Improvement Project meeting the requirements under this Lease. Provided that the invoices reflect costs that are consistent with other capital projects constructed in Lessee's regulated water system, such invoices shall be due and payable by City after thirty (30) days of receipt by City. Invoices that are disputed shall be addressed as part of the true-up procedure described in subsection (3) above. Lessee shall not be obligated to expend any amounts in excess of the \$5,000,000 Capital Improvement Funds on Capital Improvement Projects. If monies remain in the Capital Improvement Funds upon the termination or expiration of the Lease, the money shall vest with the City and be used for Water System expenditures which may include, but are not limited to, costs to complete any Capital Improvement Project that is incomplete.

B. Customer Services Obligations.

Except in the case of developer projects, Lessee shall at its own expense throughout the

Term of this Lease be exclusively responsible for satisfying any and all customer service obligations pursuant to the Operating Standards, associated with Lessee's provision of water service in the Service Area. Pursuant to the Operating Standards, these customer service obligations include, but are not limited to: rendering periodic bills to all customers receiving water service in the Service Area; payment processing; responding to customer inquiries on water service, bills, leaks or other concerns; collecting bills; processing applications for new or transfer of service; collection of customer deposits for new service; collection of construction meter deposits; and investigation of customer complaints.

C. Emergency Service Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for maintaining twenty-four (24) hour on-call response to emergency calls or customer inquiries; providing an emergency or natural disaster operations plan; maintaining an emergency communications system; providing or having access to equipment required to perform emergency repair work to vital system equipment and water mains; including evaluating and if necessary providing emergency diesel powered backup generator at critical pumping stations.

D. Water Quality Testing Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for performing, or causing to be performed, by a State of California certified laboratory, any and all water sampling, analysis, testing and reporting as required for water sources, distribution mains or customer premises, testing and reporting as required for water sources, distribution mains or customer premises, by the U.S. Environmental Protection Agency, State of California Department of Health Services and Office of Drinking Water and the County Environmental Health Department or acts of the U.S. Congress or California Legislature; scheduling and collecting water samples to test for microbiological, inorganic and organic constituents; transportation to certified lab; preparation of monitoring plans; sample collection training; reporting to appropriate regulator(s); record keeping; analysis interpretation; special or emergency sample collection and analysis emergency notification to affected customers, if required; preparation and distribution of any and all published and distributed customer reports on water quality; management of a cross-control program; new well or water source sampling and analysis; response to customer inquiries on water quality issues; conducting annual system survey with California State Department of Health Services; obtaining permits and compliance with appropriate air district; providing hazardous materials control program, and ensuring all operator certification is in compliance with State and Federal requirements.

E. Other Service Obligations.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for implementing any City, County, Valley Water, State or Federal water conservation program; maintaining distribution system maps and plat maps; preparing any required urban water management plans; and in general, doing all such acts and performing all such services as required to operate the Water System in a manner similar to that in which it operates its own district systems, subject; however, to the provisions of this Lease. All maps, plans and records required by this

section and/or through the operation, maintenance and improvement of the Water System shall be transmitted to City at a minimum frequency as specified in the following subsection regarding reports.

F. Reports. Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for providing City written reports, in a form suitable to both Parties, related to Lessee's operation and maintenance of the Water System, as described herein. The frequency and contents of the reports shall be as follows:

(1) Annually. Summary of extraordinary maintenance, capital improvements completed and in design, developer installations with job description, percentage of completion and pertinent comments relative to the project; service and complaint report with listing of customer complaints and inquiries, reason for customer contact and resolution of the matter; water quality analysis of microbiological testing; and status of operation and maintenance activities.

(2) Periodically. Any other report or information that is reasonably requested by City in connection with the operation, maintenance and betterment of the Water System as contemplated under the terms of this Lease.

(3) Confidential Information. The Parties acknowledge and agree that the Non-Disclosure, Limited Use, and Confidentiality Agreement by and between the Parties dated June 13, 2016, as amended (the "Confidentiality Agreement") shall determine the rights and obligations with respect to "Information" as such term is defined in the Confidentiality Agreement.

G. General Operation.

Unless inconsistent with the specific terms of this Lease, Lessee shall operate the Water System according to the procedures and administrative rules by which it operates its other water systems in the City of Cupertino.

H. Transition Period.

Lessee shall fully cooperate and not hinder in any way with City's efforts to operate, lease, and/or sell the Water System to a party other than the Lessee. All records required under this Lease shall be made current by the Lessee at the frequency previously defined or as reasonably requested by City and without undue burden or cost to Lessee. All customer billing information shall be kept current and coordinated with City during the last twelve (12) months of the Lease Term.

Section 8. Rates and Charges.

Lessee shall, in its sole and exclusive discretion, be responsible for setting, levying, and providing notice of any and all of the rates, surcharges, surcredits and other service charges and/or fees and penalties that Lessee will apply to water service to be delivered to the customers served by the Water System.

To ensure that the property interests, rights, and privileges granted by City to Lessee hereunder are not abused, the rates, surcharges and other service charges and/or fees and penalties levied by Lessee on Water System customers shall not exceed the rates, surcharges, surcredits and other service charges and/or fees and penalties approved and/or authorized by the CPUC and in effect on Lessee's CPUC regulated water system located in areas of City (hereinafter "**Regulatory Cap**"). City and Lessee agree that this Regulatory Cap affords Lessee with sufficient flexibility to establish rates and charges while ensuring Lessee's customers are subject to just, reasonable, and nondiscriminatory rates and charges regardless of whether they are receiving water service from the leased Water System or Lessee's CPUC regulated water system. The Regulatory Cap applicable to Water System customers shall not include the "Surcharge to Fund Public Utilities Commission Reimbursement Fee" an administrative fee imposed by the CPUC on the tariffed system.

Provided that Lessee is in material compliance with this Section 8, City shall have no authority or obligation to impose, set, modify, approve, or provide notice of the rates and charges levied by Lessee on Water System customers. Lessee shall notify City of any proposed modifications to Lessee's rates, surcharges and other service charges and/or fees and penalties at least thirty (30) days prior to their effective date and provide documentation to demonstrate that the proposed rates, surcharges and other service charges and/or fees and penalties will be at or below the Regulatory Cap as described above. City, acting in its regulatory capacity, may confirm that Lessee is in compliance with this substantive requirement. In the event of a discrepancy, City may request additional information for clarification, which Lessee shall provide within fifteen (15) business days. If, in City's reasonable determination, Lessee's rates, surcharges and other service charges and/or fees and penalties exceed the Regulatory Cap and Lessee cannot demonstrate that its rates are in compliance, City may order Lessee to revise its rates to achieve compliance with this Section 8. Such a revision may require that Lessee provide a refund and/or credit to the customers to make them whole, as applicable.

Notwithstanding the foregoing, the City reserves the right to impose and collect fees for new or expanded water service connections on the Water System such as connection fees and development impact fees.

In the event, that rates, surcharges and other service charges and/or fees and penalties are reduced by order of the CPUC, including any determinations necessitating a refund or credit, or voluntarily by Lessee on Lessee's CPUC regulated water system located in areas of the City, Lessee shall forthwith reduce its rates, surcharges and other service charges and/or fees and penalties within the Service Area of the Lease consistent with such reductions, refunds or credits.

No charge will be made for water delivered to Cupertino fire department facilities. No charge will be made for firefighting activities. All municipal properties using water service will be charged generally applicable rates as described herein.

In the event of mandatory water rationing imposed by Valley Water, State of California, or any other authorized public utility and other authorized public authority and to the extent allowed by law, Lessee may impose water conservation, mandatory water rationing, and applicable penalties on Water System customers that violate duly authorized restrictions.

Section 9. Evaluation of System/Arbitration.

Lessee, upon written request of City or City's agent, shall permit City or City's agent to conduct a comprehensive inspection of the Water System, including, but not limited to, field inspections, maintenance records and reports, customer complaints, capital improvement installations, schedules, and plans, in order to assess the condition of the Water System.

In the event that City determines that all or part of the Water System is not being operated or maintained in accordance with applicable Operational Standards, or other applicable requirements of this Lease, City shall provide written notice to Lessee describing the deficiencies which City wishes to be corrected. Lessee shall, within sixty (60) days thereafter, file with City its written response describing which deficiencies Lessee agrees are valid together with a plan to correct said deficiencies. Failure of Lessee to provide said written response within said period shall be deemed by City as an admission that said deficiencies exist and City may through an action for specific performance or other legal action compel Lessee to perform the work necessary to correct said deficiencies.

In the event that Lessee, in its written response to City disagrees with any or all of the deficiencies described in City's notice or in the event that City does not agree to the plan for deficiency corrections, then, in that event, the parties shall meet in good faith, in an attempt to resolve all issues.

In the further event that agreement cannot be reached between the parties or any or all issues, then the parties agree to submit the unsolved issues to arbitration under the rules of the American Arbitration Association or such other association as selected by the Presiding Judge of the Santa Clara County Superior Court, State of California.

Section 10. Water Supply.

Lessee shall not modify or take water supply wells out of permanent service without the express written permission of the City's Director of Public Works.

Section 11. Customer Billing and Collections.

A. Lessee's Obligation.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for rendering periodic bills to and collecting all rates and fees from all customers receiving water through the Water System. Lessee shall own, keep and retain all proceeds from such collections as the sole property of Lessee. Lessee may propose payment and credit rules substantially similar to those imposed by Lessee in similar adjacent localities, and more particularly to customers served by Lessee in other parts of the City. City shall have no role in the rendering of periodic bills or collection of rates and fees, or the frequency thereof.

B. Utility User's Tax.

To the extent required by law, Lessee shall bill and collect on behalf of City from customers receiving water through the Water System any additional amounts which City may assess as a utility user's tax on such customers and shall promptly pay all such amounts to City.

C. Unpaid / Delinquent Accounts.

Lessee shall at its own expense throughout the Term of this Lease be exclusively responsible for the collection of unpaid and/or delinquent accounts. City shall have no role in collection of unpaid/delinquent accounts. City shall not be obligated to pursue collection on behalf of the Lessee of any such amounts unpaid by customers.

D. Transition Periods.

City and Lessee jointly read the meters of all customers in the Service Area within fifteen (15) business days preceding the Closing Date and allocated all monies for services rendered and water sold prior to the Closing Date as property of City. All monies for services rendered and water sold after the Closing Date meter readings through the expiration or termination of the Lease shall be and remain the property of Lessee. Accrued expenses will be allocated in a similar manner. All monies for services rendered after the expiration or termination of the Lease shall be the property of City.

Section 12. Insurance.

A. Obligations of Lessee. During the term of this Lease, Lessee at its own cost and expense shall maintain insurance, issued by a carrier or carriers acceptable to City, as follows:

(1) Commercial general liability insurance in the single limit amount of not less than \$5,000,000 which amount may be satisfied by any excess liability insurance carried by Lessee, written on an occurrence basis. Such insurance shall include coverage for injury (including death) or damage to persons and/or property arising out of the operations of Lessee pursuant to this Lease. The policy shall include coverage for liability assumed under this Lease for personal injury, property damage and all other insurable claims as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease.

(2) Workers' compensation insurance, or a certificate of self-insurance, insuring against liability under the Workers' Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such insurance shall fully cover all persons employed by Lessee in connection with its operations under this Lease for claims of death or bodily injury arising in connection with their employment by Lessee pursuant to its operations under this Lease.

(3) Automobile (vehicle) liability insurance on an occurrence basis for bodily injury and/or property damage in a single limit amount of not less than one million dollars (\$1,000,000).

B. Lessee's commercial general liability policy of insurance shall contain an endorsement in favor of City and its officers, agents and employees listing them as additional insureds.

C. The parties shall periodically review the insurance required hereby for the purpose of agreeing on increases in the minimum limits of such insurance, from time to time, to amounts which may be reasonable and customary for similar facilities of like size and operation.

D. All insurance shall be affected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California and reasonably acceptable to City.

E. All policies of insurance issued by the respective insurers shall provide that such policies shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Lessee and to City. Evidence of all renewed or new policies, together with evidence of payment, shall likewise be deposited with City prior to expiration dates of expiring or non-renewed policies.

F. The limits of insurance required by this Lease or as carried by Lessee shall not limit the liability of Lessee nor relieve Lessee of any obligation hereunder.

G. Lessee shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against City in connection with any damage covered by any policy.

Section 13. Liens and Encumbrances.

City agrees to keep the Water System free and clear of all liens, security interests and encumbrances except for those consented to by Lessee. Lessee agrees to keep the Water System free and clear of all liens, security interests and encumbrances, except for those consented to by the City.

Section 14. Surrender Upon Expiration or Termination.

Upon expiration or termination of the Lease, Lessee agrees that it shall surrender to City the Water System in good order and condition and in a state of repair that is consistent with the applicable Operational Standards. After expiration or termination of the Lease, Lessee shall provide City with an updated Water System map (ArcGIS or equivalent), the accuracy of which Lessee cannot provide verification to the extent information was or is provided by City or third parties or to the extent of changes of such information with the passage of time, showing spatial location of all surface and subsurface assets including all asset types, age, diameter and to the extent known by Lessee. Notwithstanding the foregoing, City acknowledges and agrees that Lessee shall not be liable to City or any third party based upon the information provided hereunder nor shall City rely on any information provided to City under in this Section.

Section 15. Default and Remedies.

A. Default.

The occurrence of any of the following shall constitute a default by Lessee:

(1) If Lessee fails to make any payment to City or to any third party required by this Lease as and when due, or to obtain and maintain any insurance required by this Lease, where such failure continues for ten (10) days following receipt of written notice from City specifying the failure;

(2) If Lessee fails to perform any of its other covenants or agreements herein contained, where such failure continues for thirty days following receipt of written notice from City specifying the failure;

(3) Notwithstanding subsection (2) above, if a failure to perform cannot feasibly be cured within thirty (30) days, for example, a major repair, if then Lessee fails to commence and diligently proceed toward full performance of the cure within thirty (30) days following receipt of written notice from City specifying the failure, or if Lessee fails to complete such performance within a reasonable time; or

(4) (a) If Lessee is or becomes bankrupt or insolvent or makes any general arrangement or assignment for the benefit of creditors; (b) if Lessee becomes a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (c) if a trustee or receiver is appointed to take possession of substantially all of Lessee's assets or of Lessee's interest in this Lease and possession is not restored to Lessee within sixty (60) days; or (d) if a writ of attachment or execution is levied on, or there is a judicial seizure of, substantially all of Lessee's assets or of Lessee's interest in this Lease and such seizure is not discharged within sixty (60) days.

B. Notice and Cure.

If City shall default in the performance of any of its covenants or agreements contained herein and such default shall continue for a period of thirty (30) days after receipt by City from Lessee of written notice specifying the nature of the default, then Lessee may at its option, upon thirty (30) days written notice, cancel and terminate this Lease. In the case of a default which cannot reasonably be cured within thirty (30) days, if City fails to commence performance and diligently proceed toward full performance within thirty (30) days after receipt of notice by Lessee of City's failure to perform or fails to complete performance within a reasonable time thereafter, Lessee may, upon fifteen (15) days' notice, terminate this Lease.

C. Remedies.

City shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or provided for elsewhere in this Lease.

(1) Lessee's Right to Possession Not Terminated. In the event of a default by Lessee, during the continuance of the default and for so long thereafter as any damages or other sums payable by Lessee in connection with such default remain unpaid, City may continue this Lease in full force and effect, and the Lease will continue in effect as long as City does not terminate Lessee's right to possession, and City shall have the right to collect the rent when due. In the event that Lessee ceases to operate the Water System, City can enter the Water System and relet the Water System and the groundwater, or any part of it, to third parties for Lessee's account. Lessee shall be liable immediately to City for all costs City incurs in reletting the Water System and the groundwater. Reletting may be for a period shorter or longer than the remaining Term of this Lease. Lessee shall pay to City the rent due under this Lease on the dates the rent is due, less the rent City receives from any reletting. No act by City allowed by this section shall terminate this Lease unless City notifies Lessee that City elects to terminate this Lease.

(2) Termination of Lessee's Right to Possession. In the event of a default by Lessee, during the continuance of the default and for so long thereafter as any damages or other sums payable by Lessee in connection with such default remain unpaid, if Lessee is not taking prompt and reasonable efforts to cure the default in City's reasonable discretion, City may terminate Lessee's right to possession of the Water System and the groundwater upon fifteen (15) days' notice. No act by City other than giving formal written notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Water System and the groundwater or the appointment of a receiver on City's initiative to protect City's interest under this Lease (other than the appointment of a receiver to perform all of Lessee's obligations hereunder) shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover from Lessee any amount necessary to compensate City for all detriment proximately caused by Lessee's default.

(3) City's Right to Cure Lessee's Default. City, at any time after Lessee commits a default, may cure the default at Lessee's cost, provided that Lessee has not provided City notice that it will need additional time to cure the default and Lessee is not using reasonable efforts to cure the default in City's reasonable discretion, unless immediate action is necessary to ensure uninterrupted operation of the Water System. If City, at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by City shall be due immediately from Lessee to City at the time the sum is paid, and if not paid within fifteen (15) days of notice shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until City is reimbursed by Lessee.

D. Corrective Action. Notwithstanding any provision of this Section 15 to the contrary, if a default or failure to perform by Lessee poses a threat to public health or safety, City shall so notify Lessee, and if Lessee fails to take corrective action within the time specified in such notice, City may enter the Water System and take all necessary action at Lessee's expense. Lessee shall promptly reimburse City for its costs.

Section 16. Force Majeure.

Each Party's respective obligations under this Lease shall be suspended only to the extent that and only for the duration in which the performance of its obligations hereunder is precluded

by acts of nature; war; riots; civil insurrection; acts of civil or military authority taken to protect public health and safety; fires; floods; earthquakes or other natural phenomena; labor strikes, accidents or incidents; laws; rules and regulations of any federal, state, or other governmental agency; changes in law, rules, or regulations of any federal, state or other governmental agency; or other cause of the same or other character, any of which are beyond the reasonable control of such Party (collectively, a "**Force Majeure**"). In the event of a suspension due to the foregoing, the Party whose obligations are suspended shall promptly notify the other Party in writing of such suspension and the cause and estimated duration of such suspension.

The Party providing such notice shall be excused from fulfilling its obligations under this Lease only until such time and only to the extent that the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party(s) in writing of the resumption of its obligations under this Lease. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure.

Section 17. Assignment.

Lessee agrees not to assign this Lease or sublet the Water System or any portion thereof without the consent of City, which consent shall not be unreasonably withheld; provided, however, that City's consent shall not be required in connection with any assignment by Lessee of all of its rights and obligations hereunder to an affiliated company which is controlled by, controls, or under common control with Lessee.

Section 18. Discharge of Liens.

Lessee agrees to pay and discharge all claims for materials, parts, labor, water, power and other consumables and supplies furnished at Lessee's instance or request upon or to the Water System and to keep the Water System free and clear of all liens resulting from such claims. City agrees to pay and discharge all claims and obligations for materials, parts, labor, water, power and other consumables and supplies furnished at City's instance or request upon or to the Water System prior to the commencement of the Term of this Agreement.

Section 19. Indemnity.

Lessee agrees to hold City, and its officers, agents and employees, free and harmless of and from, and to defend, indemnify, and protect City, and its officers, agents and employees, against all liability, loss, claims, demands, damage, expense, costs (including, without limitation, reasonable attorneys' fees and all costs and fees of litigation and its threat) of any kind or nature arising out of or in any way connected with the Lease or Lessee's performance or obligations under this Lease to the maximum extent permitted by Law. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Lessee's occupancy of the Water System. Without in any way limiting the

foregoing, Lessee shall be solely responsible for, and agrees to defend and indemnify City and hold City harmless for any third party claim or action challenging the validity of this Lease. In the event this Lease is declared invalid, Lessee waives any claim it may have against City in connection therewith.

City agrees to hold Lessee, and its officers, agents and employees, free and harmless of and from, and to defend and indemnify Lessee, and its officers, agents and employees, against all liability, loss, claims, demands, damage, expense, costs (including, without limitation, all costs and fees of litigation and its threat) of any kind or nature arising from claims by third parties or governmental agencies and resulting from negligence, gross negligence, recklessness or willful misconduct by City in connection with City's ownership or operation of the Water System occurring or accruing prior to the Closing Date.

Section 20. California Law.

This Lease shall be governed by the laws of the State of California and the Santa Clara County Superior Court shall have exclusive and mandatory jurisdiction over any and all controversies arising from, related to or connected with this Lease and all Parties hereby submit to such jurisdiction and any and all proceedings involving such a controversy shall be brought in these courts, and not elsewhere.

Section 21. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party; if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City: City of Cupertino, City Clerk
10300 Torre Avenue
Cupertino, CA 95014

Lessee: San Jose Water Company
Attention: Legal Department
110 W. Taylor Street
San Jose, CA 95110-2131

or at such other address as either party shall later designate for such purpose by written notice to the other party. Mailed notice shall be deemed given on the date of delivery shown on the receipt card.

Section 22. Waiver.

The waiver by City of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof. The waiver by Lessee of any breach by City of any term, covenant or condition

hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 23. Representation.

City hereby represents and warrants to Lessee that the City owns the Water System free and clear of any and all liens, security interests and encumbrances.

Section 24. Nondiscrimination.

Lessee covenants by and for itself, its officers and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of sex, race, color, creed, national origin, ancestry, religion, citizenship status, age, marital status, medical condition, mental or physical disability, sexual orientation, veteran status or any other characteristic protected by federal or state law or local ordinance in the leasing, transferring, use, or enjoyment of the Water System nor shall Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation.

Section 25. Counterparts.

This Lease may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease.

Section 26. Merger and Modification.

This Lease, including the recitals and attachments thereto, which are incorporated by this reference, set forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written provisions. This Lease may be modified or terminated only in a writing signed by all Parties.

Section 27. Taxes and Assessments: Possessory Interest.

Lessee shall pay all taxes, assessments, fees, levies, charges, license or permit fees and other governmental charges of any kind or nature which are or may be at any time or from time to time during the Term of this Lease levied, charged, assessed or imposed upon or against the Water System or the groundwater or the leasehold estate created hereby or which may be imposed upon any taxable interest of Lessee acquired pursuant to the Lease. Without limiting the generality of the foregoing, Lessee acknowledges that this Lease may create a possessory interest which may be subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest. Any such tax shall be the sole responsibility of Lessee.

Section 28. Franchise Fees

As partial consideration for the property, rights, and privileges granted under this Lease (along with the consideration provided for in Section 5 and Section 6), Lessee shall pay City during the term of this Lease a franchise fee similar to the franchise fee charged to Lessee by the City for its other water system existing within the City (and which is not part of this Lease) as prescribed by Chapter 6.20 of the City's Municipal Code. City and Lessee considered various methods of compensating City for the value of the Water System concession and determined a certain formula for computing complementary franchise fees based on receipts attributable to the use, operation and possession of the franchise is equally applicable to the concession granted here and represents a fair and reasonable form of compensation that provides for practical and accountable administration. The franchise fee is not a levy imposed by City on Lessee in its governmental capacity; it is voluntarily paid as fair and reasonable compensation for the use of City's property and resources related to the Water System. The franchise fee shall be legally incident on Lessee and the legal duty to pay shall remain with Lessee regardless of how Lessee opts, in its sole discretion, to fund the franchise fee.

Section 29. Attorneys' Fees.

If any party to this Lease commences legal proceedings or arbitration to interpret this Lease, to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorneys' fees.

Section 30. Net Lease.

This Lease shall be deemed and construed to be a "net lease" and Lessee hereby agrees that the rental provided for herein shall be an absolute net return to City free and clear of any expenses, charges or setoffs.

Section 31. Lessee's Compliance with Law.

Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole cost and expense, diligently and in a timely manner, comply in all material respects with all "**Applicable Law**," which term is used in this Lease to include all laws, rules, regulations, ordinance, directives, covenants, easements and restrictions of record, permits, and requirements of any applicable fire insurance underwriter or rating bureau, relating in any manner to the Water System or the groundwater (including but not limited to matters pertaining to: (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Water System or the groundwater, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance (as defined below) or storage tank, now in effect or which may hereafter come into effect, and whether or not reflecting a change in policy from any previously existing policy. Lessee shall notify City in writing (with copies of any documents involved) of any threatened or actual claim, notice, inquiry, citation, warning, complaint or report pertaining to or involving failure by Lessee, the Water System or the groundwater to comply with any Applicable Law.

Section 32. Hazardous Substances.

A Lessee will not cause or permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Substance (defined below) on, in, under, or from the Water System or the groundwater or any portion of it in violation of Applicable Law. If Lessee does cause or permit any release or disposal of any Hazardous Substance on, in, or under the Water System or any portion of it, Lessee, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the Hazardous Substance to the complete satisfaction of City and other appropriate governmental authorities. Lessee shall promptly notify City of any release or disposal (of which Lessee has knowledge or becomes aware) of any Hazardous Substance on, in, under or from the Water System or the groundwater.

B. Lessee agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold City and City's officers, agents and employees free and harmless from and against, all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claims, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against City in connection with or arising from or out of:

(1) any Hazardous Substance, on, in, under, or affecting all or any portion of the Water System or the groundwater, excluding any Hazardous Substance released, generated or disposed by City;

(2) any breach of any covenant or agreement of Lessee contained or referred to in this section;

(3) any violation or claim of violation by Lessee of any Applicable Law; or

(4) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Substance, excluding any Hazardous Substance released, generated or disposed by City.

The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Lessee's occupancy of the Water System and the groundwater.

C. For purposes of this Lease, "**Hazardous Substance**" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance, material or waste which is defined as contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, restricted hazardous waste, residual waste, solid waste or similar term which is or becomes regulated by applicable Environmental Laws (as defined herein) or which is classified as hazardous or toxic under applicable Environmental Laws (including, without limitation, hydrocarbons, petroleum, gasoline, diesel

fuel, crude oil or any products, other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, and urea formaldehyde foam insulation, or their by-products or fractions thereof). "Environmental Laws" means any Federal, state or local laws or any regulations promulgated pursuant to such laws, as such laws or regulations may from time to time be amended, applicable to the Water System, groundwater or the utility services regulating or imposing liability or standards of conduct concerning or relating to (i) the protection of human health or the environment, (ii) the regulation, use or exposure to Hazardous Substances or (iii) the operation, maintenance, construction, repair or rehabilitation of the Water System.

Section 33. City's Access.

City and City's agents shall have the right to enter the Water System at any time in the case of an emergency, and otherwise at reasonable times and on reasonable prior notice for the following purposes: (i) to determine whether the Water System is in good condition as required by this Lease and whether Lessee is complying with its obligations under this Lease, (ii) to serve, post or keep posted any notices required or allowed by law or under this Lease, and (iii) as City may otherwise reasonably deem necessary.

Section 34. Execution.

This Lease is effective upon full execution. It is the product of negotiation and therefore shall not be construed against any Party.

Section 35. General Provisions.

A. Recitals.

The recitals to this Lease are true and correct and are hereby made part of this Lease as if fully set forth in their entirety.

B. Integration

This Lease, including the exhibits incorporated herein, constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the terms discussed in this Lease.

C. Interpretation and Severability.

The terms of this Lease have been negotiated by the Parties hereto and the language used in this Lease shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Lease shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under this Lease. If one or more provisions of this Lease are held to be unenforceable or invalid under any laws, rules, or regulations applicable to this Lease, such provision, or such portion of such provision as may be necessary, shall be excluded from

this Lease and the balance of the Lease shall be interpreted as if such provision were so excluded and shall be thereafter enforceable in accordance with its terms.

D. General Compliance with Law.

Each Party hereto shall comply with all laws, rules, and regulations applicable to this Lease including, but not limited to, prevailing wage payments, payroll records, working hours and workers compensation insurance, unemployment insurance benefits, FICA laws, and City's ordinances, including business license requirements.

E. Effective Date.

Upon approval by the City Council and full execution by the Parties, this Lease shall govern the rights and obligations of the Parties from and after the date of this Lease, and the Original Lease shall govern such rights and obligations prior to the date of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

//

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[Signature page follows]

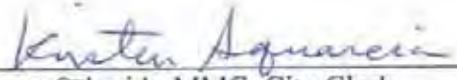
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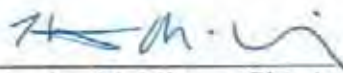
CITY OF CUPERTINO

By: 
Steven Scharf, Mayor

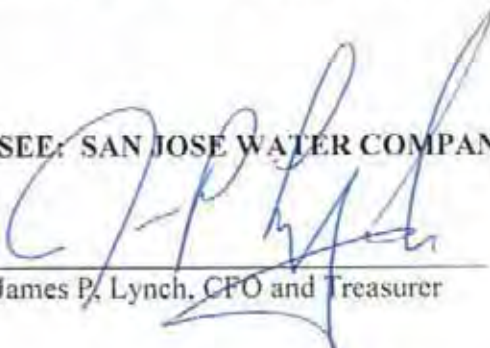
ATTEST:

By: 
Grace Schmidt, MMC, City Clerk
Acting

APPROVED AS TO FORM:

By: 
Heather M. Minner, City Attorney

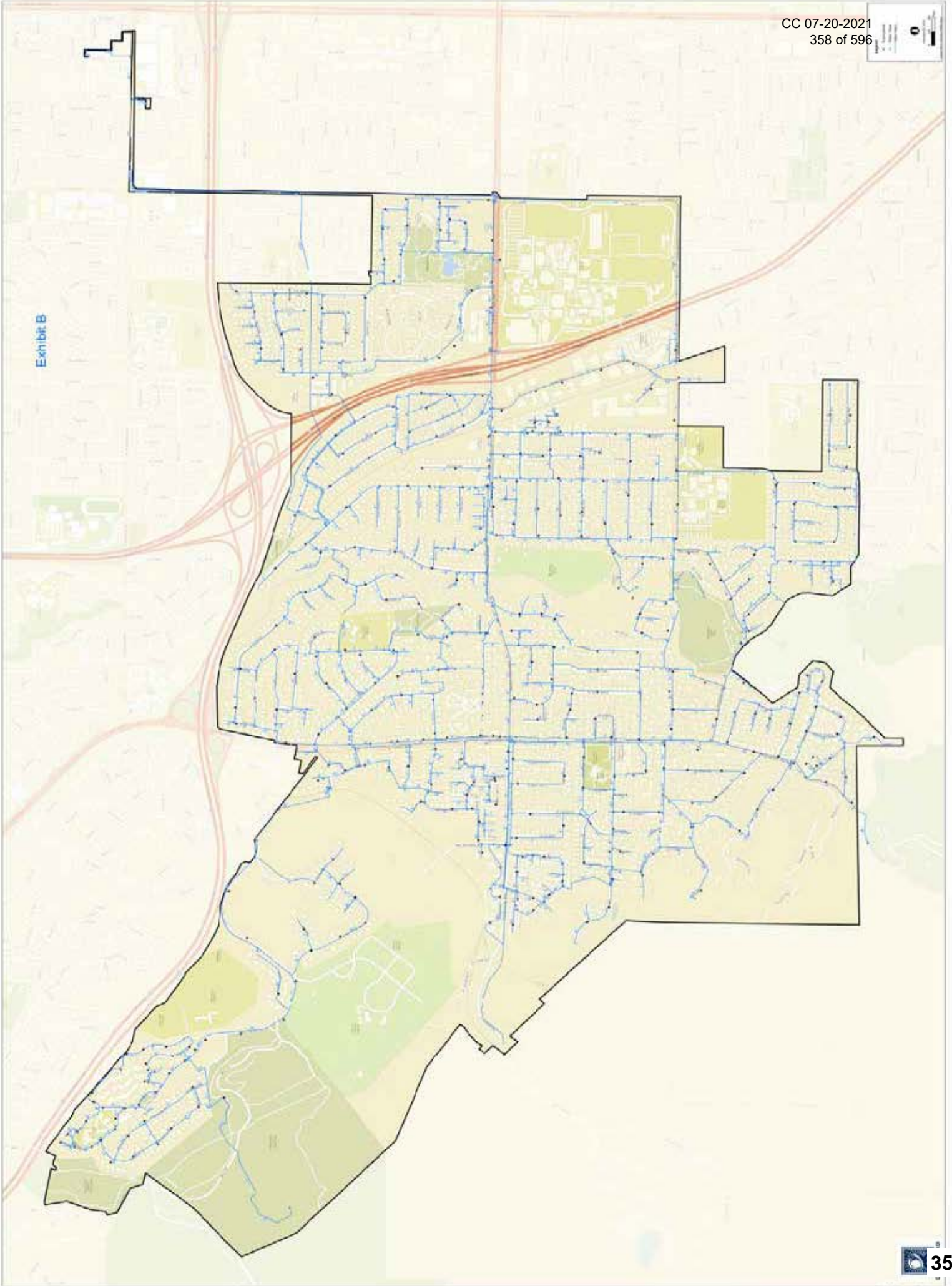
LESSEE: SAN JOSE WATER COMPANY

By: 
James P. Lynch, CFO and Treasurer

List of Exhibits:

Exhibit A – Service Area
Exhibit B – Water System

Exhibit B





CITY OF CUPERTINO

Agenda Item

21-9617

Agenda Date: 7/20/2021
Agenda #: 24.

Subject: Consider Proposed Amendments to Appointed Employees Compensation Program to include City Attorney Classification and to Reflect Annual Salary Amount, and Consider Proposed First Amendment to Employment Agreement for the City Attorney Changing Appointment Date to July 20, 2021.

1. Adopt Resolution No. 21-070 amending the Appointed Employees' Compensation Program (Attachment B), and
2. Adopt Resolution No. 21-071 approving the First Amendment to City Attorney Employment Agreement (Attachment C); Authorize the Mayor to execute the First Amendment to Employment Agreement with the new City Attorney for the City of Cupertino (Attachment D).



ADMINISTRATIVE SERVICES DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3220 • FAX: (408) 777-3109
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: JULY 20, 2021

Subject

Consider Proposed Amendments to Appointed Employees Compensation Program to include City Attorney Classification and to Reflect Annual Salary Amount, and Consider Proposed First Amendment to Employment Agreement for the City Attorney Changing Appointment Date to July 20, 2021.

Recommended Action

1. Adopt Resolution No. 21- ~~XXX~~ amending the Appointed Employees' Compensation Program (Attachment B), and
2. Adopt Resolution No. 21 -XXX approving the First Amendment to City Attorney Employment Agreement (Attachment C); Authorize the Mayor to execute the First Amendment to Employment Agreement with the new City Attorney for the City of Cupertino (Attachment D).

Discussion

On June 15, 2021, the City Council approved an Employment Agreement for a full-time, in-house City Attorney. The City Council of the City of Cupertino desires to change the appointment date of the new City Attorney from July 27, 2021, to July 20, 2021.

To accomplish that, a First Amendment to Employment Agreement has been drafted and reviewed by outside special counsel on behalf of the City. The term of shall be as set forth in the amended Employment Agreement unless terminated earlier by the City or the City Attorney.

Staff also proposes to amend the Appointed Employees' Compensation Program to include the City Attorney classification and to reflect the annual salary amount contained in the Employment Agreement, with an effective date of July 1, 2021.

Sustainability Impact

There is no sustainability impact.

Fiscal Impact

There is no fiscal impact.

Prepared by: Kristina Alfaro, Director of Administrative Services
Approved for Submission by: Dianne Thompson, Acting City
Manager

Attachments:

- A – Draft Resolution amending the Appointed Employees’ Compensation Program (Redline)
- B – Draft Resolution amending the Appointed Employees’ Compensation Program (Clean)
- C – Draft Resolution approving the First Amendment to City Attorney Employment Agreement
- D - Draft First Amendment City Attorney Employment Agreement

RESOLUTION NO. 21-

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 15th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Kirsten Squarcia, City Clerk

Darcy Paul, Mayor,
City of Cupertino

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

PROGRAM PURPOSE AND DEFINITIONS FOR ELIGIBILITY

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

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

Although subject to change in accordance with the Personnel Code, the position in the following classification has been designated as an appointed employee.

MANAGEMENT CLASSIFICATIONS:

Classification Title

City Manager

City Attorney

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

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012; July 2019, August 18, 2020, June 15, 2021

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

SALARY SCHEDULE
AND OTHER SALARY RATES

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

Effective June 3, 2019, a salary decrease of 9.811% or \$19,916.66 base pay will be reflected in the City Manager classification. Effective June 3, 2020, a salary increase of 15.06% or \$22,916.66 base pay will be reflected in the City Manager classification.

Adopted by Action of the City Council July 1, 2010

Revised October 2, 2012

Revised December 18, 2012, October 2016, September 6, 2017, November 6, 2017, January 7, 2019, July 16, 2019, August 18, 2020

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

TRAINING AND CONFERENCES

I. POLICY

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

II DEFINITIONS

A. Conferences

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

B. Local Area

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

C. Meetings

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

D. Training Session

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

III REIMBURSEMENT AND ADVANCE PAYMENT SCHEDULE

A. Intent

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

B. Registration

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

C. Transportation

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

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

D. Lodging

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

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

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

E. Meals

1. With No Conference

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

2. As Part of a Conference

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

F. Other Expenses

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

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

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

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

G. Non-Reimbursable Expenses

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

1. The personal portion of any trip;

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

IV ATTENDANCE

A. Budgetary Limitations

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

V. FUNDING

A. Appropriation Policy

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

B. Training Sessions

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

VI. DIRECT CASH ADVANCE POLICY

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

VII. EXPENSE REPORT REQUIREMENTS

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

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, August 18, 2020

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

AUTOMOBILE ALLOWANCES AND
MILEAGE REIMBURSEMENTS

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

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

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

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

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012

Revised October 20, 2015

Revised November 6, 2017

Revised August, 18, 2020

Revised June 15, 2021

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

ASSOCIATION MEMBERSHIPS AND
PROFESSIONAL PUBLICATIONS

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

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

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

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

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

OVERTIME WORKED

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

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

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

HEALTH BENEFITS PLAN - EMPLOYER CONTRIBUTION

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

Although the premium cost for the insurance provided remains the ultimate responsibility of the employee in these positions, the City shall contribute the amounts listed below towards the premium or pay the full cost of the premium if less than the stated amounts. If the premium amounts for any employee covered by this policy are less than the amounts listed below per month, the difference between the premium amount and the stated amounts will be included in the employee's gross pay.

Effective January 1, 2020	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	848.87	126.78	975.65
Employee +1	1,443.09	126.78	1,569.87
Employee +2	1,876.01	126.78	2,002.79

January 1, 2021	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	891.32	126.78	1,018.10
Employee +1	1,515.24	126.78	1,642.02
Employee +2	1,969.81	126.78	2,096.59

January 1, 2022	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	935.88	126.78	1,062.66
Employee +1	1,591.01	126.78	1,717.79
Employee +2	2,068.31	126.78	2,195.09

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

City agrees to pay a monthly amount of three hundred seventy-five (\$375.00) per month to the employee who can demonstrate that they have equivalent health coverage through their spouse, parent, or other group coverage and who request this cash payment in lieu of health insurance coverage.

Adopted by Action of the City Council
July 1, 2010

Revised December 18, 2012, July 2013, October 2016, July 2019; December 2019, June 15, 2021

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

FIXED HOLIDAYS

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

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

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day Following Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

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

FLOATING HOLIDAY

In addition to the paid holidays, employees occupying these positions shall be provided 20 floating hours per calendar year as non-work time with full pay and benefits. Employees may accumulate floating holiday hours up to two times their annual accrual.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, July 2013

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

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

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

The City Manager and City Attorney will participate in California State Disability Insurance (SDI). SDI weekly benefits are determined by the State of California and information is available on the State of California Employment Development Department website. Employee may use leave banks to supplement lost salary during the ~~7-day~~7-day elimination period. City Manager and City Attorney shall pay the ~~10% cost~~employee contribution rate of CA SDI, which will be deducted from their biweekly paychecks. ~~Until full enrollment in CA SDI becomes effective, City Manager will continue to be covered by the current Short Term Disability plan during the transition. Integration of SDI with the City's current Short Term Disability plan will be in accordance with SDI rules and regulations.~~

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

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

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

DEFERRED COMPENSATION

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

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

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

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

PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION

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

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

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

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

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

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

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

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

Adopted by Action of the City Council
July 1, 2010

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

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

DENTAL INSURANCE - EMPLOYER CONTRIBUTION

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

The premium cost for the insurance provided by the City shall not exceed \$126.78* per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with Personnel Rules of the City and the provisions of the contract for such insurance between the City and carrier or carriers.*Dental Coverage: Effective the first month after Council adoption of agreement, dental coverage is capped at \$2,500.00 per dependent per annual plan year for the term of this contract.

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

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

ADMINISTRATIVE LEAVE

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

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

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

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

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

EMPLOYEE ASSISTANCE PROGRAM

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

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 201

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

HOUSING ASSISTANCE PROGRAM

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

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

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

VISION INSURANCE — EMPLOYER CONTRIBUTION

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

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

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

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 17

EDUCATION REIMBURSEMENT PROGRAM

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

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

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

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

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

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 18

CITY SPONSORED RECREATION AND WELLNESS PROGRAMS

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

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

Adopted by Action of the City Council July 16, 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
EXEMPT POSITIONS

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

Monthly Salary Effective June 3, 2019

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

Monthly Salary Effective June 3, 2020

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

Monthly Salary Effective June 15, 2021

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

RESOLUTION NO. 21-

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 15th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Kirsten Squarcia, City Clerk

Darcy Paul, Mayor,
City of Cupertino

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

PROGRAM PURPOSE AND DEFINITIONS FOR ELIGIBILITY

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

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

Although subject to change in accordance with the Personnel Code, the position in the following classification has been designated as an appointed employee.

MANAGEMENT CLASSIFICATIONS:

Classification Title

City Manager

City Attorney

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

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012; July 2019, August 18, 2020, June 15, 2021

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

SALARY SCHEDULE
AND OTHER SALARY RATES

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

Effective June 3, 2019, a salary decrease of 9.811% or \$19,916.66 base pay will be reflected in the City Manager classification. Effective June 3, 2020, a salary increase of 15.06% or \$22,916.66 base pay will be reflected in the City Manager classification.

Adopted by Action of the City Council July 1, 2010

Revised October 2, 2012

Revised December 18, 2012, October 2016, September 6, 2017, November 6, 2017, January 7, 2019, July 16, 2019, August 18, 2020

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

TRAINING AND CONFERENCES

I. POLICY

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

II DEFINITIONS

A. Conferences

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

B. Local Area

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

C. Meetings

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

D. Training Session

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

III REIMBURSEMENT AND ADVANCE PAYMENT SCHEDULE

A. Intent

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

B. Registration

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

C. Transportation

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

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

D. Lodging

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

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

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

E. Meals

1. With No Conference

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

2. As Part of a Conference

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

F. Other Expenses

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

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

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

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

G. Non-Reimbursable Expenses

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

1. The personal portion of any trip;

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

IV ATTENDANCE

A. Budgetary Limitations

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

V. FUNDING

A. Appropriation Policy

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

B. Training Sessions

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

VI. DIRECT CASH ADVANCE POLICY

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

VII. EXPENSE REPORT REQUIREMENTS

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

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, August 18, 2020

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

AUTOMOBILE ALLOWANCES AND
MILEAGE REIMBURSEMENTS

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

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

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

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

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012
Revised October 20, 2015
Revised November 6, 2017
Revised August, 18, 2020

Revised June 15, 2021

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

ASSOCIATION MEMBERSHIPS AND
PROFESSIONAL PUBLICATIONS

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

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

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

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

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

OVERTIME WORKED

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

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

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

HEALTH BENEFITS PLAN - EMPLOYER CONTRIBUTION

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

Although the premium cost for the insurance provided remains the ultimate responsibility of the employee in these positions, the City shall contribute the amounts listed below towards the premium or pay the full cost of the premium if less than the stated amounts. If the premium amounts for any employee covered by this policy are less than the amounts listed below per month, the difference between the premium amount and the stated amounts will be included in the employee's gross pay.

Effective January 1, 2020	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	848.87	126.78	975.65
Employee +1	1,443.09	126.78	1,569.87
Employee +2	1,876.01	126.78	2,002.79

January 1, 2021	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	891.32	126.78	1,018.10
Employee +1	1,515.24	126.78	1,642.02
Employee +2	1,969.81	126.78	2,096.59

January 1, 2022	City Max Health Contribution	City Max *Dental Contribution	City Total Max Contribution
Employee	935.88	126.78	1,062.66
Employee +1	1,591.01	126.78	1,717.79
Employee +2	2,068.31	126.78	2,195.09

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

City agrees to pay a monthly amount of three hundred seventy-five (\$375.00) per month to the employee who can demonstrate that they have equivalent health coverage through their spouse, parent, or other group coverage and who request this cash payment in lieu of health insurance coverage.

Adopted by Action of the City Council

July 1, 2010

Revised December 18, 2012, July 2013, October 2016, July 2019; December 2019, June 15, 2021

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

FIXED HOLIDAYS

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

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

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day Following Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

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

FLOATING HOLIDAY

In addition to the paid holidays, employees occupying these positions shall be provided 20 floating hours per calendar year as non-work time with full pay and benefits. Employees may accumulate floating holiday hours up to two times their annual accrual.

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012, July 2013

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

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

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

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

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

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

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

DEFERRED COMPENSATION

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

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

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

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

PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION

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

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

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

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

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

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

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

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

Adopted by Action of the City Council
July 1, 2010

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

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

DENTAL INSURANCE - EMPLOYER CONTRIBUTION

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

The premium cost for the insurance provided by the City shall not exceed \$126.78* per month per employee. Enrollment in the plan or plans made available pursuant to this policy shall be in accordance with Personnel Rules of the City and the provisions of the contract for such insurance between the City and carrier or carriers.*Dental Coverage: Effective the first month after Council adoption of agreement, dental coverage is capped at \$2,500.00 per dependent per annual plan year for the term of this contract.

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

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

ADMINISTRATIVE LEAVE

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

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

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

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

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

EMPLOYEE ASSISTANCE PROGRAM

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

Adopted by Action of the City Council
July 1, 2010
Revised December 18, 2012; July 201

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

HOUSING ASSISTANCE PROGRAM

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

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

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

VISION INSURANCE — EMPLOYER CONTRIBUTION

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

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

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

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 17

EDUCATION REIMBURSEMENT PROGRAM

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

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

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

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

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

Adopted by Action of the City Council July 16, 2019

City of Cupertino

APPOINTED EMPLOYEES' COMPENSATION PROGRAM

Policy No. 18

CITY SPONSORED RECREATION AND WELLNESS PROGRAMS

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

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

Adopted by Action of the City Council July 16, 2019

City of Cupertino
APPOINTED EMPLOYEES' COMPENSATION PROGRAM
EXEMPT POSITIONS

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

Monthly Salary Effective June 3, 2019

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

Monthly Salary Effective June 3, 2020

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

Monthly Salary Effective June 15, 2021

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

RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
APPROVING THE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF CUPERTINO AND
CHRISTOPHER D. JENSEN, CITY ATTORNEY, AND AUTHORIZING
THE MAYOR TO EXECUTE THE CONTRACT**

WHEREAS, THE City Council has hired an executive search firm which conducted an open recruitment to permanently fill the position of City Attorney; and

WHEREAS, the City Council desires to pay the City Attorney an annual base salary of \$255,000 effective July 20, 2021, deferred compensation of nineteen thousand five hundred dollars (\$19,5000) to be paid in bi-weekly installments; and an automobile allowance of three-hundred fifty dollars (\$350) per month. All other terms and conditions of the Agreement shall be unchanged and in full force and effect.

WHEREAS, the terms, conditions and provisions of the First Amendment to Employment Agreement have been reviewed and approved by the Director of Administrative Services;

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

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

Resolution No. _____

Page 2

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 20th day of July 2021, by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

<p>SIGNED:</p> <p>_____</p> <p>Darcy Paul, Mayor City of Cupertino</p>	<p>_____</p> <p>Date</p>
<p>ATTEST:</p> <p>_____</p> <p>Kirsten Squarcia, City Clerk</p>	<p>_____</p> <p>Date</p>

FIRST AMMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY ATTORNEY

This First Amendment to Employment Agreement (the “Agreement”) is made and entered into this 20th day of July, 2021, by and between the CITY OF CUPERTINO, STATE OF CALIFORNIA, A Municipal Corporation, by and through its City Council (“EMPLOYER”), and Christopher D. Jensen (“EMPLOYEE” and, together with EMPLOYER, the “PARTIES”).

RECITALS:

- A. EMPLOYER is a Municipal Corporation of the State of California.
- B. The City Council of the City of Cupertino, in accordance with the provisions of its Municipal Code, desires to employ the services of EMPLOYEE as City Attorney.
- C. EMPLOYEE desires to accept employment as Cupertino City Attorney.
- D. It is the desire of both EMPLOYER and EMPLOYEE to set forth the terms and conditions of said employment.
- E. The PARTIES now wish to amend the Agreement with this First Amendment to Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I: TERM OF EMPLOYMENT

Section 1.01. Term of the Contract:

- 1. This Contract begins on July 20, 2021, and will automatically expire on July 20, 2026, unless extended in writing by the Parties.
- 2. All other terms and conditions of the Agreement, including all other terms as currently specified under Section 1.01, shall be unchanged and in full force and effect.

IN WITNESS WHEREOF, EMPLOYER has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Contract, both in duplicate, the day and year first above written.

ATTEST:

CITY OF CUPERTINO

Date: _____

Date: _____

“EMPLOYEE”

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF CUPERTINO

Agenda Item

21-9549

Agenda Date: 7/20/2021
Agenda #: 25.

Subject: Consider increasing the current 0.75 Full-time Equivalent (FTE) Community Relations Coordinator (Block Leader Program) by 0.25 to make 1.0 Full-time Position

Approve increasing the current 0.75 FTE Community Relations Coordinator (Block Leader Program) position by 0.25 and approve Budget Modification Number 2122-153 to appropriate \$38,352 for the 0.25 FTE addition.



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: July 20, 2021

Subject

Consider increasing the current 0.75 Full-time Equivalent (FTE) Community Relations Coordinator (Block Leader Program) by 0.25 to make 1.0 Full-time Position

Recommended Action

Approve increasing the current 0.75 FTE Community Relations Coordinator (Block Leader Program) position by 0.25 and approve Budget Modification Number 2122-153 to appropriate \$38,352 for the 0.25 FTE addition.

Background

The City's award-winning Block Leader Program was introduced after September 11, 2001 to connect neighbors and build community, resulting in safer, healthier, and happier neighborhoods. Block Leaders connect with neighbors, share resources from the City, and build community engagement; increasing public safety and communication.

Discussion

The Community Relations Coordinator position that administers the Block Leader Program was originally established as a 0.75 FTE with benefits in 1998. This is not a recommended practice since benefited positions are generally required to be full-time in order to maximize cost efficiency for the City. The incumbent Community Relations Coordinator retired from the City at the end of June. This is the only position in the City structure under 0.75 benefitted status, and it is recommended that the position be increased to a full-time position in order to be in alignment with current City practices.

The additional 0.25 FTE will ensure that the program is fully staffed and will bring the position into a consistent status with other positions. Additionally, the Neighborhood Watch Program has been realigned to be administered by this position as well, reducing the need for another part-time position. This will increase efficiency as many of the participants overlap in both programs and the programs will only require 1.0 FTE instead of 1.25 FTEs to operate.

The additional 0.25 FTE will support the revamp and administration of the Block Leader and Neighborhood Watch programs as well as provide the City with the best

recruitment opportunity. Hiring at the current 0.75 FTE level could prove challenging in this area and may not provide the resource hours needed for quality programs.

Sustainability Impact

No sustainability impact.

Fiscal Impact

Approving the additional 0.25 FTE for the Community Relations Coordinator would cost an estimated additional \$38,352 annually. The total cost for a full-time (1.0 FTE) Community Relations Coordinator would be \$153,407 annually at Step 3 of the current salary range.

Prepared by: Thomas Chin, Emergency Manager

Reviewed by: Katy Nomura, Assistant to the City Manager

Approved for Submission by: Dianne Thompson, Acting City Manager



CITY OF CUPERTINO

Agenda Item

21-9431

Agenda Date: 7/20/2021
Agenda #: 26.

Subject: Receive Internal Audit Enterprise Risk Assessment and Consider Approving Internal Audit Plan for FY 2021-22

1. Receive Internal Audit Enterprise Risk Assessment
2. Approve the Internal Audit Plan for FY 2021-22



ADMINISTRATIVE SERVICES DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3220 • FAX: (408) 777-3109
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July, 20, 2021

Subject

Receive Internal Audit Enterprise Risk Assessment and Consider Approving Internal Audit Plan for FY 2021-22

Recommended Action

1. Receive Internal Audit Enterprise Risk Assessment
2. Approve the Internal Audit Plan for FY 2021-22

Discussion

An internal audit function was introduced as part of the City Council's FY 2019-20 Work Program. The project's objective was to assist the City in accomplishing its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. As part of the Fiscal Year 2019-20 Adopted Budget, City Council approved a \$50,000 appropriation for said services.

The City issued a Request for Proposal (RFP) on September 3, 2019 and received proposals from multiple qualified firms. A sub-committee, consisting of the City Manager, Director of Administrative Services, Finance Manager, and Audit Committee Chair, was established for purposes of evaluating and selecting an internal audit firm to provide said services. Moss Adams, LLP was selected and a contract was entered into on February 3, 2020.

In conjunction with the establishment of an internal audit function for the City, an internal audit charter and amendments to the City's Municipal Code were recommended in order to carry out the services and establish appropriate oversight.

On February 11, 2020, the City's Audit Committee recommended approval of the proposed amendment to the City's Municipal Code in accordance with the establishment of an internal audit function within the City. On July 7, 2020, the City Council adopted Ordinance No. 20-2208 as recommended, amending Section 2.88.100 (Audit Committee Duties-Powers-Responsibilities) to include two additional duties: "To recommend appointment of internal auditors" and "To review internal audit reports."

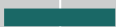

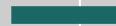


The Audit Committee also recommended approval of the proposed internal audit charter, which details the duties of the internal auditor, assigns authority and responsibility to the City's Audit Committee and City Council, and describes the various communications and reporting during a respective fiscal year.

On July 7, 2020, City Council approved the Internal Audit Charter and Moss Adams subsequently began conducting the enterprise risk assessment.

The enterprise risk assessment provides a way for the leadership of the City of Cupertino to measure uncertainty related to the City's ability to achieve defined strategic objectives and operate effectively. Risks are identified, analyzed, and measured by the level of inherent vulnerability, the level of preparedness to mitigate them, and the impact such negative events could have on the City should they occur.

Moss Adams reviewed various financial reports and policies and conducted surveys and interviews with City staff and members charged with governance and oversight. This information was used to formulate the findings in the enterprise risk assessment report. From the risk assessment results noted on page two of the report (see attachment A), Moss Adams prioritized and recommended an internal audit plan for FY 2021-22. This plan included the following audits, schedule, and budget as noted below:

1. Procurement Operational Review: Assess the City's procurement function, including structure, policies and procedures, processes, tools, oversight, and training
2. Policy Inventory and Plan: Perform an inventory of policies, compare to best practices, and establish a prioritized plan to develop/update priority policies
3. Capital Program Effectiveness Study: Assess processes, interdepartmental collaboration, and throughput for capital planning and execution, including contract management and reporting
4. Fraud, Waste, and Abuse (FWA) Program: Develop an FWA program, including program design, hotline implementation, ongoing hotline administration, and training
5. Ongoing Program Management: Provide status reports, attend Audit Committee and Council meetings, and prepare annual internal audit plan

#	Project	Budget	3-6/21	7-9/21	10-12/21	1-3/22	4-6/22
1	Procurement Operational Review	\$50,000					
2	Policy Inventory and Plan	\$35,000					
3	Capital Program Effectiveness Study	\$35,000					
4	FWA Program	\$25,000					
5	Ongoing Program Management	\$5,000					
	FY 20-21 Budget*	\$50,000					
	FY 21-22 Budget	\$100,000					

* FY 20-21 Total Budget \$100,000, \$50,000 remaining to carry forward after Enterprise Risk Assessment (\$50,000)

The Audit Committee received the Internal Audit Enterprise Risk Assessment Report over multiple Committee meetings dated January 27, 2021, February 22, 2021, and April 28, 2021 and expressed interest in adding additional projects to the FY 21-22 work plan (such as Sports Center Operational Review and Vendor Management Review). As noted in the enterprise risk assessment report, there are many potential internal audits across several risk areas; however, time and resources are important considerations when approving a work plan for a fiscal year. Adding additional projects to the proposed plan would impact the availability of budget as well as the timing of completion for the recommended priority projects noted in the table above. If a potential project identified by Moss Adams, Audit Committee, or City Council is not included in the FY 21-22 internal audit work plan, it does not mean it will not be completed, but rather it will be considered as part of the FY 22-23 internal audit work plan.

If the internal audit work plan is approved by City Council, the recommended audits would be completed by Moss Adams and the audit reports would be presented to Audit Committee for review and City Council for acceptance.

Sustainability Impact

No sustainability impact.

Fiscal Impact

No fiscal impact.

In FY 2020-21 the City appropriated \$100,000 for internal audit services in the base budget. A \$50,000 contract was entered into to conduct the enterprise risk assessment. As of FYE 2020-21, the City has \$50,000 remaining in appropriations that will be recommended for carryover into FY 2021-22 to assist in funding the project with a total value of \$150,000. Below is a schedule of past and proposed appropriations and expenditures pertaining to the City's internal audit services:

	Adopted	Amended	Actual	Remaining
FY 2020-21	\$100,000	\$100,000	\$50,000	\$50,000
FY 2021-22	\$100,000	\$150,000*	\$ -	\$150,000

* includes \$50,000 carryover from FY 2020-21 and \$100,000 from FY 2021-22 Adopted Budget

Prepared by: Zach Korach, Finance Manager

Reviewed by: Kristina Alfaro, Director of Administrative Services

Approved for Submission by: Dianne Thompson, Assistant City Manager

Attachments:

A – Internal Audit Enterprise Risk Assessment



FINAL REPORT

City of Cupertino

ENTERPRISE RISK ASSESSMENT

December 10, 2020

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500



This report is intended for the internal use of the City of Cupertino, and may not be provided to, used, or relied upon by any third parties.

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I. EXECUTIVE SUMMARY

A. PROJECT SCOPE

This enterprise risk assessment provides a way for the leadership of the City of Cupertino (the City) to measure uncertainty related to the City's ability to achieve defined strategic objectives and operate effectively. Risks are identified, analyzed, and measured by the level of inherent vulnerability, the level of preparedness to mitigate them, and the impact such negative events could have on Cupertino should they occur.

B. RISK ASSESSMENT FRAMEWORK

For each of the risk categories assessed, our risk assessment includes an overview of the risk condition at the City of Cupertino, including the current risk level, likelihood, impact, preparedness, and trajectory. Risk mitigation identifies potential strategies to reduce overall risk for each category. The residual risk level represents the probable risk exposure after risk mitigation efforts are implemented. The elements below make up the risk assessment framework, which are industry standards and guided by the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Enterprise Risk Management (ERM) methodology.

RISK LEVEL	Level of uncertainty that could impair functions and processes, in the absence of any actions taken to alter either the risk's likelihood or impact.
LIKELIHOOD	Qualitative assessment of the probability of a negative event occurring, given the current risk conditions.
IMPACT	Level of potential impact of a negative event on strategy, people, operations, systems, and resources.
PREPAREDNESS	Level of preparedness through activities and resources to manage risks and minimize and limit potential losses.
TRAJECTORY	Trajectory of the risk level, given the current risk conditions.
RISK MITIGATION	Potential strategies for reducing risk.
RESIDUAL RISK	Possible remaining exposure after known risks have been mitigated through specific actions.



C. RISK ASSESSMENT RESULTS

The risk assessment evaluates the organization's risks across the following categories, organized alphabetically for each risk level. The table below presents the summary results of the assessment.

RISK CATEGORY	IMPACT	LIKELIHOOD	PREPAREDNESS	TRAJECTORY
High Risk				
Procurement and Contracting	High	Moderate-to-High	Low-to-Moderate	Increasing
Moderate-to-High Risk				
Governance	Moderate-to-High	Moderate-to-High	Low-to-Moderate	Flat
External Environment	High	Moderate-to-High	Moderate	Increasing
Human Capital and Resources	Moderate-to-High	Moderate-to-High	Moderate	Increasing
Information Technology	Moderate-to-High	Moderate	Moderate-to-High	Increasing
Planning and Strategy	Moderate-to-High	Moderate-to-High	Low-to-Moderate	Flat
Policies and Procedures	Moderate-to-High	Moderate-to-High	Moderate	Flat
Moderate Risk				
Capital Improvement Program	Moderate-to-High	Moderate	Low-to-Moderate	Flat
Compliance and Financial Reporting	Moderate	Low-to-Moderate	Moderate	Increasing
Ethics and Fraud, Waste, Abuse	Moderate-to-High	Low-to-Moderate	Low-to-Moderate	Flat
Internal Controls	Moderate	Moderate	Moderate	Flat
Operations and Service Delivery	Moderate	Moderate	Moderate	Flat
Organization and Staffing	Moderate	Moderate-to-High	Moderate	Flat
Risk Programs	Moderate	Low-to-Moderate	Low-to-Moderate	Flat
Low-to-Moderate Risk				
Accounting and Finance	Moderate	Low-to-Moderate	Moderate	Decreasing
Asset Management	Moderate	Moderate	Moderate-to-High	Decreasing
Management and Leadership	Moderate	Low-to-Moderate	Moderate-to-High	Decreasing
Public Safety and Security	Moderate	Low-to-Moderate	Moderate-to-High	Increasing
Reputation and Public Perception	Moderate	Moderate	Moderate-to-High	Flat



II. INTRODUCTION

A. PROJECT SCOPE

The City of Cupertino (the City) engaged Moss Adams to conduct an independent enterprise risk assessment to analyze the City's overarching areas of risk. In order to assess the overall risk level of the City and its comprehensive risk categories, the enterprise risk assessment process followed conventional Enterprise Risk Management (ERM) methodology as defined by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and embraced by the Institute of Internal Auditors (IIA). This assessment was conducted under the oversight of the Audit Committee.

The Moss Adams team evaluated 20 categories of risk, and business processes within each category, that collectively comprise operations across the organization. Risk assessments include identifying the current levels of risk, likelihood of occurrence of a negative event, the impact of a negative event, and the level of preparedness in terms of mitigating negative events. Using this information, the City can identify the most important areas of risk and prioritize management of these risks. All City departments were included in the risk assessment process. This assessment includes information provided by City Council members, Audit Committee members, senior leadership, managers, supervisors, and staff.

The enterprise risk assessment process reflects a specific point in time: September 2020 to December 2020. Both the overall risk ratings and trajectory levels are directly connected to this timing.

B. METHODOLOGY

The enterprise risk assessment process consists of four phases: 1) planning, 2) fact finding, 3) analysis, and 4) reporting. Planning included requesting documents and identifying which individuals to interview and include in the survey process. Fact finding encompassed document review, analysis of existing data, interviews, and an online survey sent to City employees. Analysis included assessment of the level of uncertainty associated with each risk factor. Reporting entailed the development of draft and final deliverables, as well as follow-up discussions with management and presentation to key stakeholders.

The activities and goals for each phase are described in detail below.



PLANNING

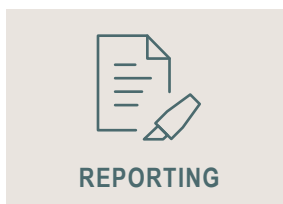
We began planning our assessment by requesting a standard set of documents from the City, including (but not limited to) prior risk assessments, audits, public website documents, and financial reports. We used these documents to identify the first round of individuals to interview and additional document needs based on business process/functional areas.



Fact finding encompassed analyzing received documents, interviewing employees and City Council members, and soliciting additional employee feedback via an online survey. During this phase, we gathered information in order to gain a clear understanding of the City and the way it operates to achieve its goals and purpose.



With the information collected and compiled, we performed a risk assessment that included a comprehensive review and analysis of the various categories of risks. This analysis included assessing current risk conditions and trajectory, the level of preparedness efforts to mitigate risks, and the probability and potential impact a negative event may have on the City's ability to achieve its mission, vision, and strategic goals.



During this phase, we developed a draft report to engage in review and discussion with senior leadership. Based on feedback, we finalized the report for delivery to the City Manager and presentation to the Audit Committee.

The enterprise risk assessment process relies heavily on evidence obtained from City employees. By design, the assessment process requires access to all senior leadership and many department and division managers. Full disclosure of information has been assumed in this process.

Risk Assessment Framework

The process to identify and assess risks considers both internal and external factors. As part of this risk assessment, Moss Adams used a variety of techniques, both qualitative and quantitative, to identify external and internal factors that contribute to risk. Risk assessments involve a dynamic and iterative process to identify and analyze risks to the City's ability to achieve its objectives, forming a basis for determining how risks should be managed.

For each of the risk categories assessed, our risk assessment includes an overview of the risk condition at the City, including the current risk level, likelihood, impact, preparedness, and trajectory. In addition, risk mitigation identifies potential strategies to reduce overall risk for each category, and residual risk represents the probable risk exposure after risk mitigation efforts have been implemented. The elements provided below make up the risk assessment framework, which are industry standard and defined by COSO's ERM methodology.

RISK LEVEL	<p>Level of uncertainty that could impair functions and processes, in the absence of any actions taken to alter either the risk's likelihood or impact.</p> <ul style="list-style-type: none"> • Low • Low-to-Moderate • Moderate • Moderate-to-High • High
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LIKELIHOOD 	Qualitative assessment of the probability of a negative event occurring, given the current risk conditions.	<ul style="list-style-type: none"> Low Low-to-Moderate Moderate Moderate-to-High High
IMPACT 	Level of potential impact of a negative event on strategy, people, operations, systems, and resources.	<ul style="list-style-type: none"> Low Low-to-Moderate Moderate Moderate-to-High High
PREPAREDNESS 	Level of preparedness through activities and resources to manage risks and minimize and limit potential losses.	<ul style="list-style-type: none"> Low Low-to-Moderate Moderate Moderate-to-High High
TRAJECTORY 	Trajectory of the risk level, given the current risk conditions.	<ul style="list-style-type: none"> Decreasing Flat Increasing
RISK MITIGATION 	Potential strategies for reducing risk.	
RESIDUAL RISK 	Possible remaining exposure after known risks have been mitigated through specific actions.	<ul style="list-style-type: none"> Low Low-to-Moderate Moderate Moderate-to-High High

The levels and corresponding color coding for each risk condition, including impact, likelihood, preparedness, and trajectory, are represented in the table below.

 Impact	 Likelihood	 Preparedness	 Trajectory
High	High	Low	Increasing
Moderate-to-High	Moderate-to-High	Low-to-Moderate	Flat
Moderate	Moderate	Moderate	Decreasing
Low-to-Moderate	Low-to-Moderate	Moderate-to-High	
Low	Low	High	



C. ENTITY OVERVIEW

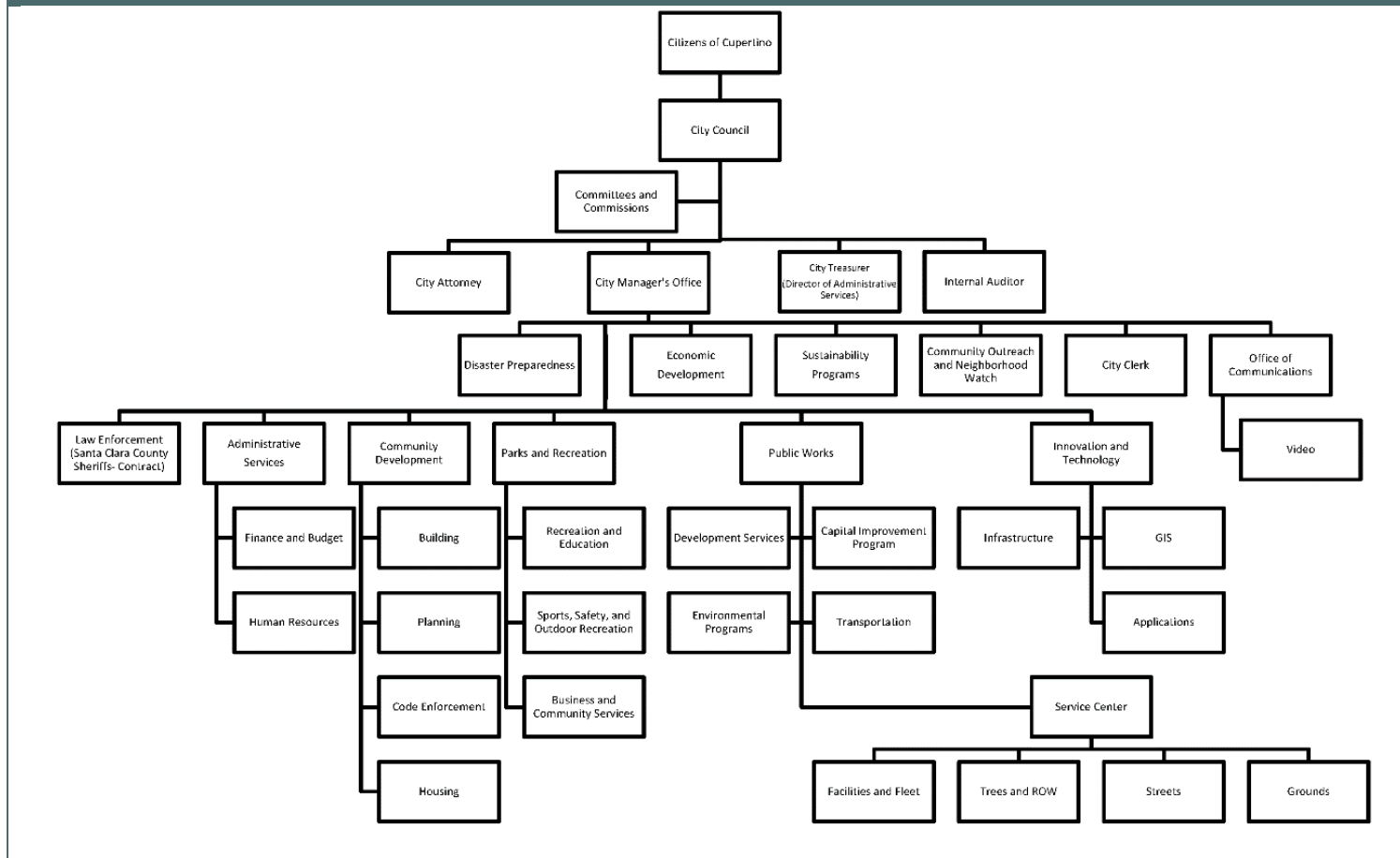
Cupertino is a U.S. city of 11.31 square miles in Santa Clara County, California, directly west of San Jose on the western edge of the Santa Clara Valley with portions extending into the foothills of the Santa Cruz Mountains. Cupertino is bordered to the north by Sunnyvale, to the east by Santa Clara and San Jose, to the south by San Jose and Saratoga, and to the west by unincorporated Santa Clara County.



City Government

The City of Cupertino operates as a general law city with a City Council-City Manager form of government. Five council members serve four- year, overlapping terms, with elections held every two years. The Council meets twice a month, and once a month during the summer, and is assisted by several citizen advisory commissions and the Audit Committee.

TABLE 1: CITY ORGANIZATIONAL CHART





The City outsources multiple functions, including City Attorney, Fire, Police, Sewer, and Water. For example, the San Jose Water Company and California Water Service deliver water utilities to the City, while Pacific Gas and Electric (PG&E) provides gas and electric utilities. Additionally, sewer service is provided by the Cupertino Sanitary District.

Community Characteristics

Over the past three years, City population, income, unemployment rate, and median age (41) have remained stable. Per capita income has risen slightly up to \$63,817 in 2018-19, with unemployment dropping to an all-time low of 2.3%. However, this data does not reflect recent impacts on employment and income as a result of the COVID-19 pandemic. The City's population is highly educated, with 97.1% of residents over age 25 having a high school degree and 77.2% having a bachelor's degree.

D. RISK ASSESSMENT EMPLOYEE SURVEY RESULTS

We administered a risk assessment survey to provide City staff the opportunity to identify perceived strengths and weaknesses of the City, which helped us assess potential opportunities for improvement and identify areas of specific vulnerability. The survey addressed a variety of topics and included rating scale questions and open-ended questions for each risk category. The confidential questionnaire was distributed to employees and was open for submission between September 23rd and October 1, 2020, via the research platform Qualtrics. Out of the 245 employees invited to take the survey, 112 individuals submitted responses to the survey, a strong participation rate of 45.7%.

In general, staff survey responses are lower than the risk assessment results, which may be partially attributable to the use of averages in the analysis of employee survey results.

RISK CATEGORY	RISK ASSESSMENT	EMPLOYEE SURVEY RESULTS
Procurement and Contracting	High	Low-to-Moderate
Governance	Moderate-to-High	Moderate
External Environment	Moderate-to-High	Moderate
Human Capital and Resources	Moderate-to-High	Moderate
Information Technology	Moderate-to-High	Low-to-Moderate
Planning and Strategy	Moderate-to-High	Moderate
Policies and Procedures	Moderate-to-High	Moderate
Capital Improvement Program	Moderate	Low-to-Moderate
Compliance and Financial Reporting	Moderate	Low-to-Moderate
Ethics and Fraud, Waste, Abuse	Moderate	Low-to-Moderate



RISK CATEGORY	RISK ASSESSMENT	EMPLOYEE SURVEY RESULTS
Internal Controls	Moderate	Low-to-Moderate
Operations and Service Delivery	Moderate	Moderate
Organization and Staffing	Moderate	Moderate
Risk Programs	Moderate	Moderate
Accounting and Finance	Low-to-Moderate	Low-to-Moderate
Asset Management	Low-to-Moderate	Low-to-Moderate
Management and Leadership	Low-to-Moderate	Moderate
Public Safety and Security	Low-to-Moderate	Low-to-Moderate
Reputation and Public Perception	Low-to-Moderate	Low-to-Moderate

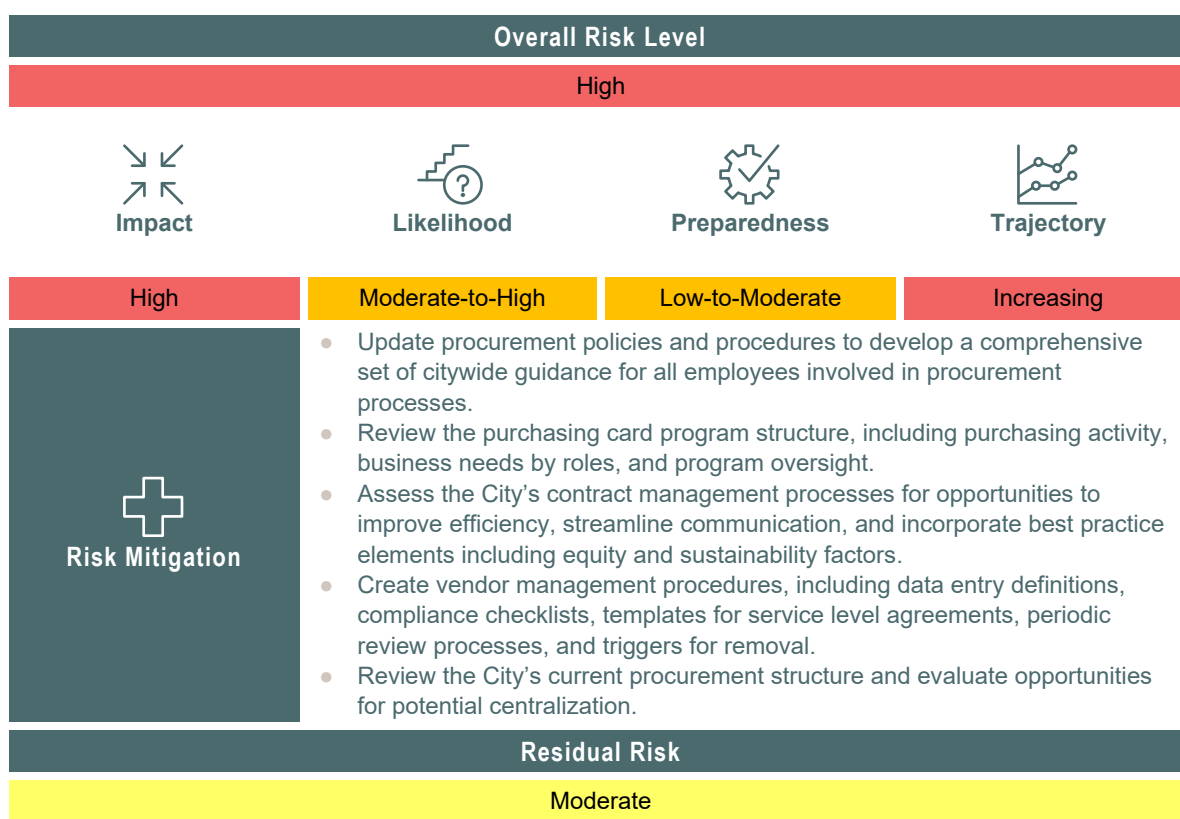


III. RISK ASSESSMENT RESULTS

For each of the risk categories assessed, our risk assessment includes an overview of the risk condition at the City, including the levels for overall risk, impact, likelihood, preparedness, and trajectory of the risk conditions. We identified potential risk mitigation strategies intended to reduce overall risk for each category. The residual risk level represents the probable risk exposure after risk mitigation efforts are implemented.

A. HIGH RISK CATEGORIES

Procurement and Contracting



Risk Areas: Risks associated with purchasing processes and contract administration for goods and services, including cost-savings, efficiencies and effectiveness, transparency, adherence to laws and regulations, monitoring costs and vendor payments, supply chain risks, and vendor performance and service delivery.

Scope: Procurement and contracting includes purchasing processes (e.g., purchase requisitions, due diligence, approvals, purchase orders, receiving) and contract administration (e.g., compliance with terms and conditions, payments, change orders) for goods and services.

In any public organization like the City, procurement processes are the means through which critical and strategic services, supplies, and construction are purchased to support essential City functions. The City's procurement model is highly decentralized, with departments primarily responsible for



conducting and managing purchasing and contracting activity with support from the Finance division and the City Attorney's Office (CAO). Currently, most departments delegate responsibility for procurement activities to their management analyst. A highly decentralized procurement model requires that central leadership provide strategic direction, clear accountability, and consistent guidance across procurement-related processes. To operate effectively and efficiently, this should include having up-to-date comprehensive policies and procedures, regular training of staff involved in purchasing, and transparency through reporting.

The City's procurement policy document was last formally updated in 2013; however, the Finance division drafted but did not finalize an updated version in 2018. When asked about policies and procedures needed at the City, multiple staff noted the need for expanding the documentation around the City's credit card program and procurement practices.

PURCHASING

Much of the purchasing activity within the City is conducted within the purchasing module of the City's enterprise resource planning (ERP) system, Logos. The City is also a participating member of the California Purchase Card (CAL-Card) Program, in which employees are given credit cards that are the equivalent of a petty cash fund with various dollar limits that can be used for work-related items.

Purchasing cards are intended to help expedite purchasing for urgent repairs and other items needed immediately, but they also come with increased risks. The Finance division currently administers the program and is responsible for ensuring only current employees have active cards. The division introduced additional checks and balances within the last year, but staff reported the program as one that the City should assess and review through the lens of internal controls.

Employees report limited training is available for purchasing-related activities (including CAL-Cards), which currently consists of requiring staff to review the user agreement and the policy. For more technical training on accessing accounts and reporting, the City may be able to leverage the CAL-Cards provider for additional resources. The City does not have clear policy requirements or an accountability mechanism to ensure that individuals in positions with purchasing-related responsibilities attend both initial training and ongoing refresher courses. Therefore, credit card use, including users and approvals of purchases, was noted as being not always clear for staff.

CONTRACTING

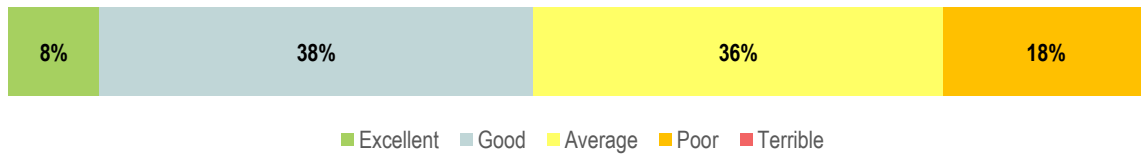
The City outsources many services, and staff are responsible for managing multiple types of contracts. The CAO has developed standardized templates that staff can choose from to support contracting activities. The City recently implemented the use of Cobblestone, an electronic contract processing software and document repository that is intended to house all City contracts eventually. The City's IT team also developed a Bid Management application for publishing City RFPs and providing capability for vendors to submit bids electronically.

Public procurement processes are complex, and regulation driven. Because the City outsources a variety of functions and activities, both large and small, it is essential that procurement practices adhere to public procurement code, well-defined City policies, and best practices. However, staff report minimal oversight of the contracting process, and limited compliance checks to ensure public procurement regulations are adhered to by staff. Staff have reportedly not initially chosen the correct type of contract for a project, and multiple employees reported a lack of citywide contract



management guidance. Employees identified the need for more contract management specific training, as well as a desire for more detailed guidance on the contracting processes.

Q: How would you rate the contracting process?



Additionally, the City's current procurement policy does not actively incorporate equity and environmental factors into procurement processes, a growing area of best practice in public procurement.

VENDOR MANAGEMENT

An effective risk management strategy for local government entities is to establish a process for assessing and monitoring vendor performance and compliance. The City does not have a formal vendor management program, although some vendor due diligence is conducted during the current contracting process. Without comprehensive guidance to staff on how to manage contracts and vendors, there can be inconsistency between different types of vendors or contracts. Ultimately, this can result in inadequate contract management oversight, resulting in elevated costs for compromised products or services.

Finally, a key element for vendor management is conducting a vendor risk assessment for major vendors. The outcome of a vendor risk assessment should allow the City to rank vendors based on their access to confidential or sensitive information, the criticality of the product/service they provide, and the complexity of the product/service they provide. For top-tier vendors, the City's procedures should include a request to review the vendor's disaster recovery and business continuity plans.



B. MODERATE-TO-HIGH RISK CATEGORIES

Governance



Risk Areas: Risks associated with ongoing oversight; ethics and values; control environment; policy management; risk management; accountability; performance management; coordination and communication; and defined roles, responsibilities, and authorities.

Scope: Governance is a process of overseeing an organization's management of risk and control processes and is ultimately the responsibility of the City Council. Management is responsible for identifying and managing risks.

City residents elect officials to provide community leadership and govern the administration of public services. The City operates under a Council-City Manager form of government, directed by a five-member City Council. Under this form of government, the City Council controls the administrative services of the City through the City Manager in order to balance technical staff input with the collective oversight of elected officials. Under the Council-City Manager form of government, neither the City Council nor individual Council members can direct any subordinates of the City Manager. Council elections take place every two years, with Council members serving staggered four-year terms. The Council has established a Council policy manual to define bylaws and procedures related to council operations in addition to Council-level policies.

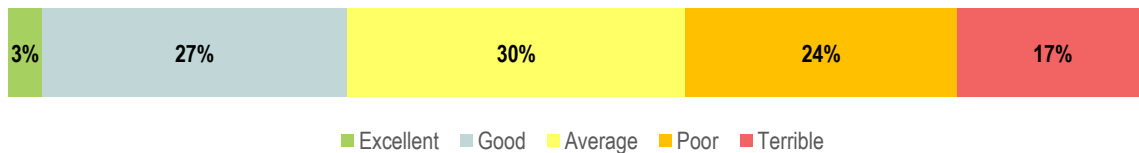
Based on a sample of the last 10 regular City Council meetings, meetings ranged in length from 1 hour and 35 minutes to 9 hours and 40 minutes with an average length of 5 hours and 28 minutes. Three meetings ended after 12 a.m. including one that ended at 4:25 a.m. Extended meetings impact the workloads of City staff, who attend meetings in addition to regular duties, and elected officials, who may also be employed in other capacities. The current Council has conveyed an intent to reduce the length of Council meetings.



Meeting Date	Duration	Meeting Date	Duration
9/15/2020	5 hours	6/2/2020	4 hours, 49 minutes
8/18/2020	9 hours, 40 minutes	5/19/2020	5 hours, 53 minutes
7/21/2020	6 hours, 50 minutes	5/5/2020	3 hours, 23 minutes
7/7/2020	5 hours, 8 minutes	4/21/2020	4 hours, 49 minutes
6/16/2020	7 hours, 33 minutes	4/7/2020	1 hour, 35 minutes

Staff and elected officials report potential role confusion related to directing operational matters. As noted in the Planning and Strategy section, the City does not have a strategic plan and the Council sometimes operates at more of an operational rather than strategic level, focusing on immediate action items and implementation details rather than setting long-term strategic goals. This contributes to a reactive environment where staff priorities can change depending on the Council's interests. As noted below, survey respondents reported a variety of experiences and perceptions of the City Council's strategic direction for the City. The responses below indicate opportunities for improvement to strengthen policy governance and prioritization of initiatives within available resources.

Q: How would you rate the quality of the strategic direction for the City overall provided by City Council?



The City has established one Board Committee (the Audit Committee) and multiple commissions to assist and advise the Council and staff on community issues. The purpose and membership of each committee and commission is detailed in the table below.

Committee/Commission	Purpose	Number of Members (#)
Audit Committee	<ul style="list-style-type: none"> Reviews the annual audit report and management letter Recommends appointment of auditors Reviews the monthly Treasurer's report Recommends a budget format Reviews City investment policies and internal controls of such policies 	4 to -5; 2 from City Council
Bicycle Pedestrian Commission	<ul style="list-style-type: none"> Reviews, monitors, and makes recommendations regarding City transportation matters including but not limited to bicycle and pedestrian traffic, parking, education, and recreation within Cupertino. 	5



Committee/ Commission	Purpose	Number of Members (#)
Fine Arts Commission	<ul style="list-style-type: none"> Fosters, encourages, and assists in the realization, preservation, and advancement of fine arts for the benefit of the citizens of Cupertino. 	5
Housing Commission	<ul style="list-style-type: none"> Assists the Housing Division in developing housing policies and strategies; recommends policies for implementation and monitoring of affordable housing projects; helps identify sources of funding for affordable housing; and performs other advisory functions authorized by the Council. 	5
Library Commission	<ul style="list-style-type: none"> Advises Council on the adequacy of library service within the community and such other matters relating to library service as specified by the City Council; and serves as liaison between the City and the Santa Clara County library system. 	5
Parks and Recreation Commission	<ul style="list-style-type: none"> Advises the City Council on municipal activities in relation to parks and recreation, including park site acquisition and development, recreation program policy, and expansion of the park program as development occurs. 	5
Planning Commission	<ul style="list-style-type: none"> Advises the Council on land use matters such as specific and general plans, zonings, and subdivisions. 	5
Public Safety Commission	<ul style="list-style-type: none"> Advises the Council on all areas relating to public safety, traffic, and policy, fire, and other matters. 	5
Sustainability Commission	<ul style="list-style-type: none"> Serves in an advisory capacity to the City Council and provide expertise and guidance on major policy and programmatic areas related to the environmental, economic, and societal goals noted within Cupertino's Climate Action Plan (CAP) and General Plan (GP) Environmental Resources/Sustainability Element. 	5; including 1 from a Cupertino-based educational institution and, 1 from a Cupertino-based business
Teen Commission	<ul style="list-style-type: none"> Advises the City Council and staff on issues and projects important to youth. 	9
Technology, Information, and Communication Commission	<ul style="list-style-type: none"> Advises the City Council on all matters relating to telecommunications within the City of Cupertino, including evaluating compliance with any agreement between the City and a telecommunications provider and conducting periodic reviews of providers, facilities, and products. Provides support for community access television, especially public and education access, and gives guidance when needed for development and implementation of access channels and programming. 	5

These commissions offer an opportunity for residents to engage with and have an impact on their local government. However, staff report that commissioners do not consistently have a good understanding of their role in advising, rather than directing, the Council and City staff. The role of the

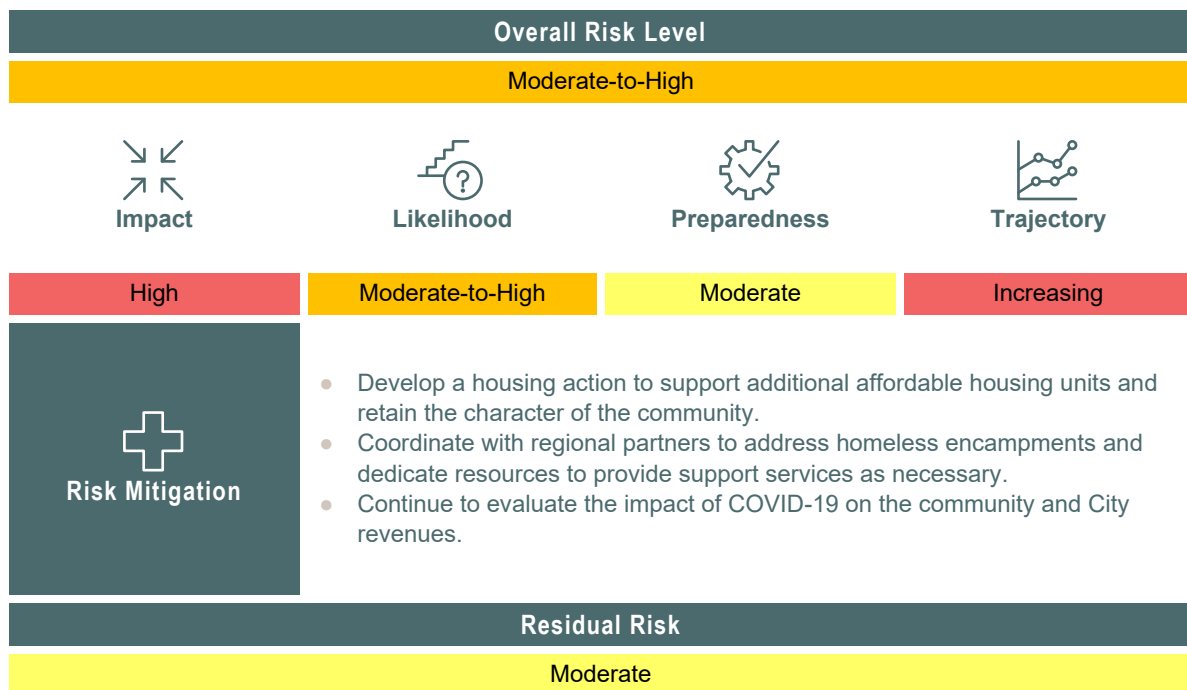


commissions could be better defined and articulated in the City's Commissioner Handbook, which may require revisions. Approximately half (47%) of survey respondents reported that the City's commissions and committees are either not effective at all or slightly effective. No respondents reported that these governance structures were extremely effective.

Q: How would you rate the effectiveness of the commissions and committees currently in place at the City?



External Environment



Risk Area: Risks associated with events outside of an organization's control.

Scope: External risks typically include economic trends, natural disasters, climate change, affordable housing, political lobbying and legislative changes, and interagency relations.

The City experiences multiple external risk factors that are largely outside of its control. Examples include natural disasters, climate change, and macroeconomic changes such as interest rates and industry shifts. Organizations typically cannot influence the likelihood of these events. Mitigating these risks requires a different approach from the other risk categories identified in this assessment. The approach for mitigating external risk factors should include risk identification and subsequent scenario



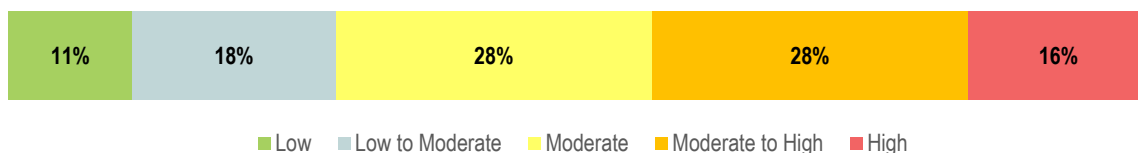
analysis/testing to determine if the City has the necessary resources to mitigate the impact of an external risk event.

LEGAL AND REGULATORY CHANGES

While the City is subject to many laws and regulations (see the Compliance and Financial Reporting section of this report), mandates from the State often have significant impacts on the City. For example, as a result of a housing shortage, California's housing costs have been rising consistently over the last few decades.

High housing costs make it difficult for many Californians to find housing that is affordable and meets their needs. As part of State activities to address this issue, the proposed Regional Housing Needs Assessment (RHNA) mandates that the City plan for 1,064 dwelling units between January 2014 through October 2022 period. Staff report that these requirements have provoked concerns from community members about how the City will retain the character of the community and manage the increased infrastructure needs to support these additional units. According to the California Department of Housing and Community Development, only 308 out of the required 756 dwelling units have been added to the City's housing stock, the majority of which apply to moderate or above-moderate income categories. Only 5% of the City's allocation of the very low-income unit quota was addressed, and no low-income units were added to the City's housing stock. As of December 2020, the City entitled 3,190 dwelling units, including 377 very-low income units; however, developers have not yet initiated construction on these units. This demonstrates risk of noncompliance with State regulations and the Association of Bay Area Governments agreed-upon housing need allocations. As noted in the Affordable Housing section below, the City reports that it has approved developer projects that would add additional affordable housing units, but developers have been slow to break ground.

Q: City risk from state and federal regulations



AFFORDABLE HOUSING

Aside from the challenges posed by RHNA, access to stable and affordable housing within the City and the greater region is an increasingly difficult challenge. Data from the U.S. Census shows that both owner and rental costs within the City are significantly higher than the surrounding County average and the U.S. national average. For example, the City's median monthly rental costs (rent plus cost of utilities) is 41.3% higher than the County average and over twice as much as the U.S. national average as shown in the table below. This lack of affordable housing increases risks to the City relative to recruiting and retaining employees.



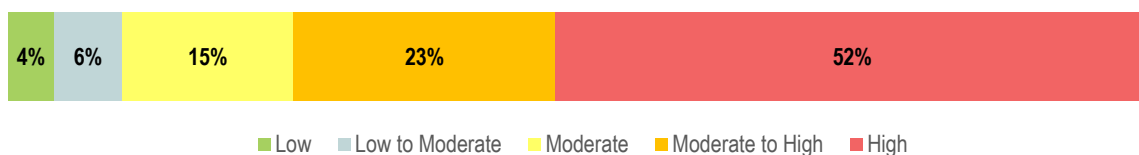
2018 HOUSING STATISTICS					
	Cupertino	Santa Clara County	U.S. Average	% diff. from County	% diff from U.S.
Value of owner-occupied housing	\$1,584,600	\$913,000	\$204,900	73.6%	673.4%
Monthly owner costs (with mortgage)	\$4,000+	\$3,229	\$1,558	--	--
Monthly owner costs (without mortgage)	\$850	\$755	\$490	12.6%	73.5%
Gross rent – median	\$3,005	\$2,126	\$1,023	41.3%	193.7%

Source: U.S. Census Bureau, 2020

The City requires 15% of all new construction to be affordable to households below 120% of the County median income. The City contracts with West Valley Community Services to screen and place qualified households in most of the City's below market rate units, and the vendor also maintains a waiting list due to a shortage of available units.

As noted previously, the City has rezoned and approved projects, as evidenced by the entitlement of 3,190 dwelling units, but City staff report that developers are not building due to the perception that there is no longer a market for the high-cost rental housing needed to make projects financially viable. Additionally, State housing bills take away the City's ability to choose projects that are right for the community and aligned with General Plan. In the employee survey, 52% of respondents characterized the risk from insufficient affordable housing as a high risk to the City.

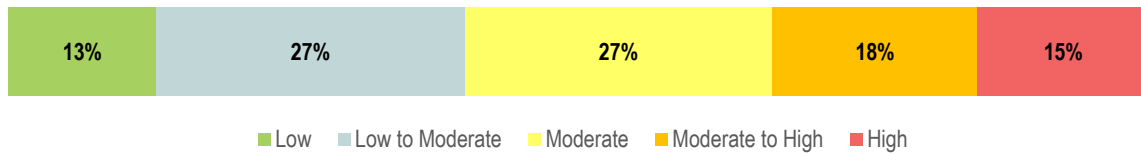
Q: Level of risk due to a lack of affordable housing



Insufficient levels of affordable housing across the State of California contributes to elevated levels of homelessness. According to the last homeless census, Cupertino's homeless population grew by 28%—from 127 to 159 people—between 2017 and 2019. The COVID-19 pandemic has resulted in a growing number of unsheltered persons, with several visible encampments in the City appearing since March 2020. In interviews and survey responses, City staff noted that the community expects the City to act on submitted concerns related to homelessness and remove unsheltered people from illegal encampments. Since both Police and Fire services are outsourced to the County, the only traditional resource for addressing homelessness within City government is the Code Enforcement function. There is concern that Code Enforcement lacks clear and consistent guidance on the roles, responsibilities, and resources necessary to address different complaints, which may vary depending on the location, owner, or type of property. As levels of homelessness in the region continue to increase, the City may need to evaluate its homeless response and resource dedication.



Q: Level of risk from homelessness in the community



COVID-19 UNCERTAINTY

The COVID-19 pandemic has impacted the City community in new, unprecedented ways. For example, many small businesses and restaurants in Cupertino have closed temporarily or potentially permanently as a result of the State-mandated shelter-in-place and subsequent operating requirements and restrictions. This has a significant impact on the Cupertino community and could impact the City's revenues going forward.

While the City has not yet been significantly impacted financially from the pandemic, reduced revenues are likely due to significantly decreased tourism, events, new development, and business activity in the community. Additionally, COVID-19 has required businesses, including Apple and the City itself, to rely heavily on employees working remotely. If continued, this trend could reduce traffic, housing prices, and commercial activity within City limits as employees that typically would live close to their offices can reside elsewhere. In the employee survey, responses reflected the uncertainty related to the COVID-19 pandemic's impact on the organization.

Q: Level of risk from industry changes and major employers

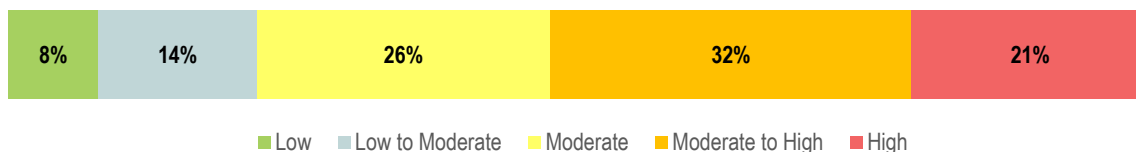


GROUND TRAFFIC

The Bay Area consistently ranks on national worst traffic lists, and the congestion the City experiences is reflective of this reality. Many people drive through the City of Cupertino in order to commute between work and home in the Bay Area, making some main thoroughfares particularly vulnerable to traffic congestion, especially those routes that help drivers avoid the highway. In 2019, the City launched Via, an on-demand micro-transit system to all of Cupertino and beyond that connects the City to regional rail service. This could mitigate traffic concerns; however, the COVID-19 pandemic temporarily shut down the service. The City's Transportation Manager is actively involved in regional traffic management, with a focus on implementing viable solutions. Despite the City's efforts, 53% of survey respondents reported risk levels from traffic and commuting as high or moderate-to-high.



Q: Level of risk from traffic and commuting



NATURAL DISASTERS

According to the City's General Plan, the City coordinates its emergency planning efforts with federal, state, and regional resources to ensure a consistent, integrated, and efficient approach to emergency planning. The City employs an Emergency Manager who coordinates with the Santa Clara County Sheriff's Office and Fire Department to plan and react to emergencies.

The City is susceptible to various natural hazards including drought, earthquakes, extreme heat, floods, wildfire, and other environmental shifts related to climate change. Due to Cupertino's geographical location, there are risks related to both urban and wildland fires. Three acres of the City are in the High and Very High Fire Hazard Severity Zone, which was adopted as a Wildland-Urban Interface Fire Area (WUIFA). Properties in a WUIFA are subject to additional standards intended to manage community safety through availability of access roads and water. Research suggests that wildfire prone regions can anticipate future extensions and increased severity of wildfire season, including power line shut offs to decrease the risk of fires starting during certain weather conditions.

Additionally, Cupertino is in the seismically active Bay Area, which has several active fault lines including the San Andreas fault, the Sargent-Berrocal, and Monta Vista-Shannon faults. Seismically induced ground shaking, surface fault rupture, and various forms of earthquake-triggered ground failure are anticipated within the City limits, which impacts property and public safety.

Finally, the City and Santa Clara Valley Water District are actively involved in programs to minimize the risk of flooding in the city, including developing a flood management program for the flood plain of Stevens Creek between Interstate 280 and Stevens Creek Boulevard. Structural improvement may eventually be necessary to protect properties from a significant flood event.

CLIMATE CHANGE

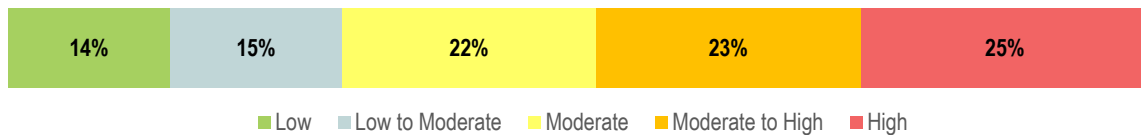
Climate change is a complex issue that imposes multiple challenges on public agencies, which include defining how climate change relates to existing scopes of work and how to develop a plan to address climate change. While climate change itself is not a distinct hazard, the effects of it can exacerbate hazards and risks. These include increasing average temperatures, more heat waves and extreme heat days, more extreme weather, rising sea levels, worsening air pollutions, and more vector-borne diseases. These changing conditions can have devastating effects on the regional economy, urban infrastructure, public health, recreation, agriculture, and the environment. As noted previously, given the city's proximity to waterways, issues related to sea level change may be highly impacted. Similarly, increasing levels of wildfires and hazardous smoke conditions present additional risk to the community as dry conditions persist longer.

In 2015, the City developed a Climate Action Plan designed to reduce greenhouse gas emissions. According to the 2018 Progress Report on the Climate Action Plan, the City successfully reduced

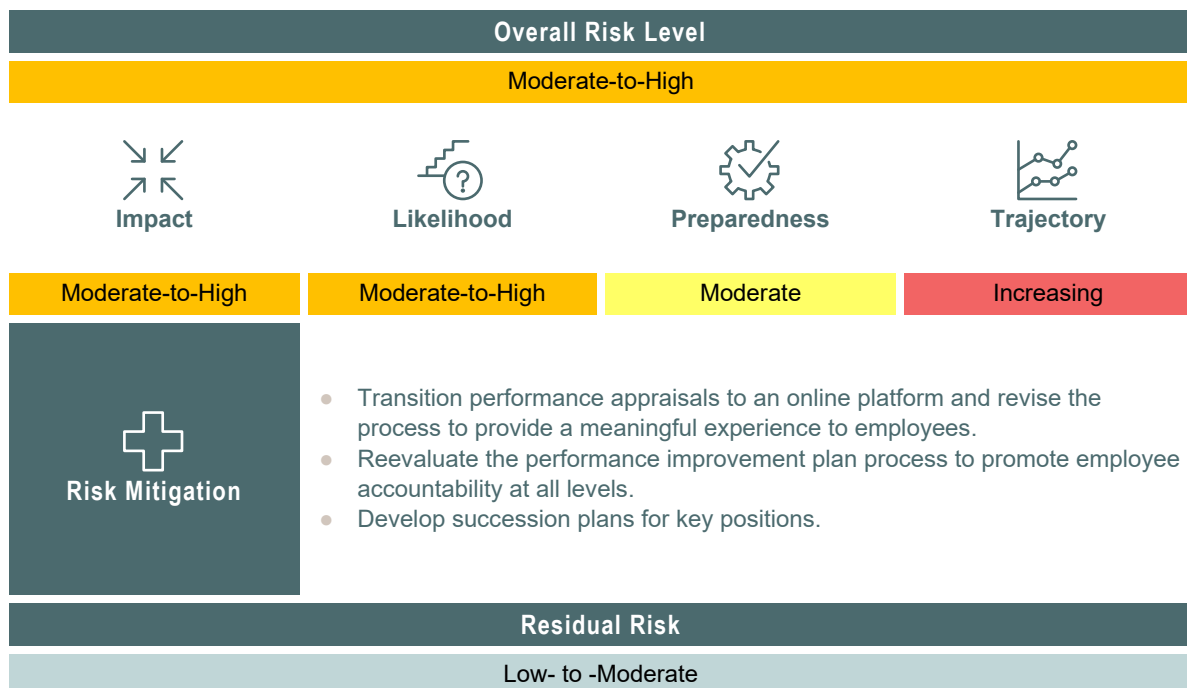


greenhouse gas emissions by 24% below 2010 levels, achieving its 2020 goal ahead of schedule despite an increase in people and jobs in the community. In September 2018, the City declared a climate emergency that called on government agencies to initiate emergency mobilization efforts to mitigate climate change. In the employee survey, nearly half (48%) of respondents noted climate change as a high or moderate-to-high risk to the City.

Q: Level of risk from impacts of climate change



Human Capital and Resources



Risk Areas: Risks associated with labor management/contracts, employee performance, training, compensation, benefits, turnover, grievances, overtime, resource availability, and communication.

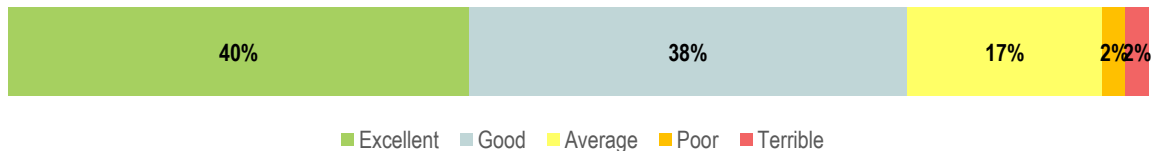
Scope: Human capital and resource practices can span functions including hiring, orientation, training, evaluating, counseling, career planning, compensation and benefits, and housing the policies that define an organization's expected levels of integrity, ethical behavior, and competence.

The Human Resources department at the City has 3.85 budgeted FTEs in the 2020-21 fiscal years. The positions consist of an HR Manager, two HR Analysts, an HR Technician, and a part-time HR Assistant. HR appears to be sufficiently staffed. However, recent COVID-19 related regulations have significantly impacted the workload of HR staff, as laws, regulations, risks, and guidance constantly



fluctuated from the state and federal government. This experience demonstrated the need to increase skills and staffing in the City's benefits function. The City collaborates with two bargaining units that represent 120 City employees; the remaining 70 employees are not represented. Overall, most survey respondents (78%) reported HR customer service as excellent or good, indicating high levels of satisfaction with the team.

Q: How would you rate the quality of internal customer service provided by staff in the HR Department?

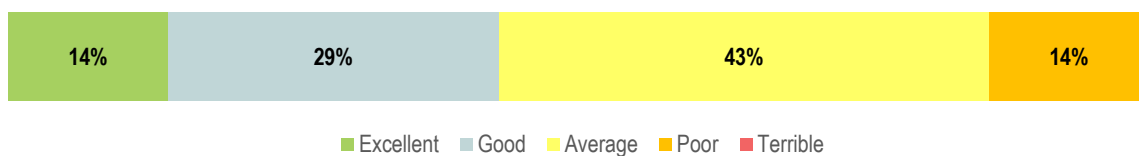


In FY 2020-2021, the City had 197.75 authorized positions in its budget. City staff report that leadership planned to bring new position requests to City Council over the next 3 years, but these were indefinitely postponed following the COVID-19 pandemic. Existing staff demographics tend to be moderately reflective of the local community, which consists of a large population from Asian countries. As of October 2020, two-thirds of staff were men and half of staff were white.

RECRUITING

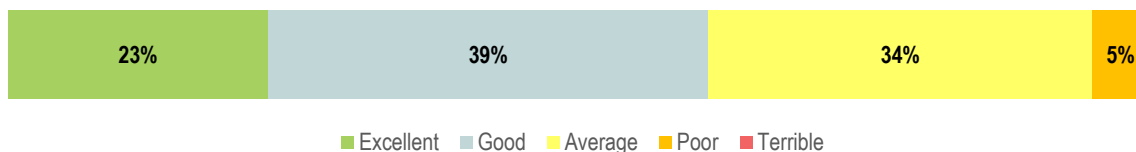
Unlike other public agencies, the City appears to be able to recruit high-quality talent relatively easily despite local traffic and high-cost conditions. The City does not have a civil service system, which helps expedite the overall recruiting process; 86% of survey respondents reported that they receive average, good, or excellent support during the City's recruitment process. Additionally, almost two-thirds (62%) of survey respondents reported that the City's compensation and benefits competitiveness was excellent or good. This suggests that the City's pay scale may help recruit and retain highly qualified candidate, which provides a cascading benefit to the community.

Q: How would you rate the City's recruitment process and support?





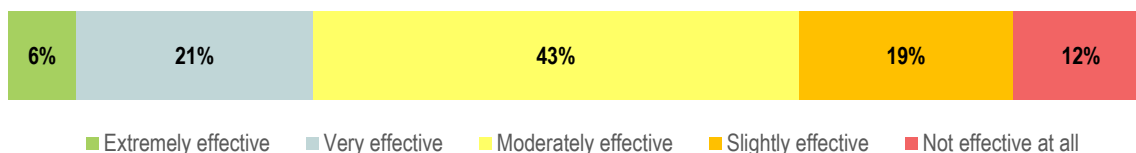
Q: How would you rate the competitiveness of the City's compensation and benefits?



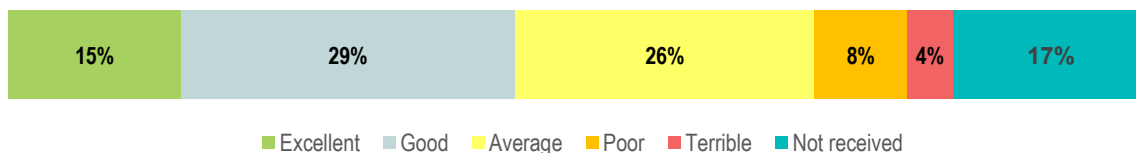
PERFORMANCE MANAGEMENT

The City currently conducts performance appraisals using a manual, paper-based Adobe system. This presents challenges in creating a seamless performance management environment that encompasses employee goals, trainings, and growth over time. Evaluations are conducted on a rolling basis, rather than on a regular annual calendar, which can decrease the likelihood that all staff receive appraisals on time. Currently, the content of performance appraisals is also standard for most municipalities and may not provide a meaningful process for employees and supervisors to set goals and support employee accountability and growth. Finally, there are no formal opportunities to provide upstream or 360 evaluations, so management may not receive feedback from the staff that they supervise. While many survey respondents reported the effectiveness of the performance evaluation process was at least moderately effective (69%), almost a third rated the process as only slightly effective or not effective at all. Additionally, 17% of survey respondents reported that they did not receive constructive guidance from their manager or supervisor.

Q: How would you rate the effectiveness of the current performance evaluation/appraisal process?



Q: How would you rate any constructive guidance you have been provided on how to improve any performance gaps (clear steps on what needs to be improved and what that improvement looks like)?

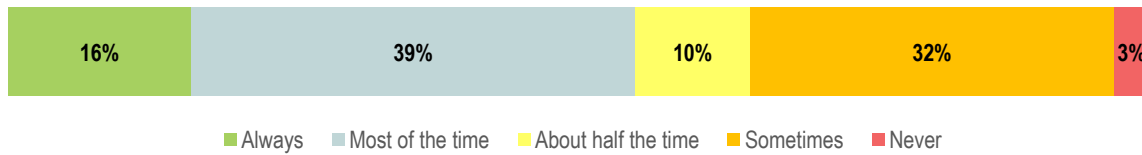


Accountability is also a commonly cited performance management challenge at the City. Approximately one-third of all respondents (35%) reported that non-supervisory staff are sometimes or never held accountable for their actions. This perception was approximately the same for management-level employees. One of the contributing factors to employee accountability is likely the



process for placing an employee on a performance improvement plan, which was rated as poor or terrible by almost half (44%) of survey respondents.

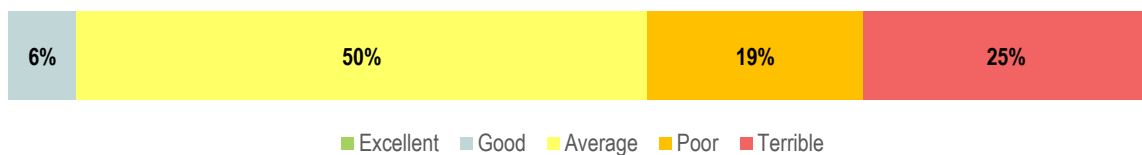
Q: How often are non-supervisory employees consistently held accountable for their actions?



Q: How often are management-level employees consistently held accountable for their actions?



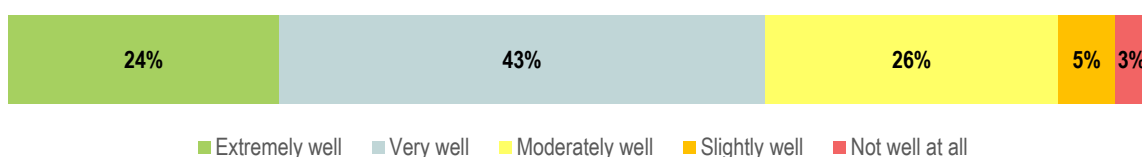
Q: How would you rate the process for placing low-performing employees on a performance improvement plan and take subsequent action if no improvements are made?



RETENTION

In general, the City has a strong track record of retaining employees. Within the past three years, the City's turnover rate for FTEs has ranged between 7% and 11%, which is well below the average turnover rate for local government agencies, which typically falls between 19% and 20%. While some variation exists between among specific departments and divisions, staff generally report that there is a positive work environment at the City. This is reflected in the responses to survey questions about the City efforts to establish a welcoming workplace culture.

Q: How well has the City established a welcoming workplace culture?





HR recently implemented its first citywide employee engagement initiative, which included an employee survey and cross-functional work groups to develop action plans. This effort builds on the City's strength in creating a high-performing and welcoming workplace culture.

SUCCESSION PLANNING

In general, the public sector is experiencing significant challenges associated with an aging workforce reaching retirement eligibility. As of October 2020, 42.6% of the FTEs at the City were eligible for retirement in five years, based on the CalPERS requirement of five years in the California retirement system and age 50 years. The table below presents the number and percentage of FTEs by department who are eligible for retirement, which shows elevated risk among Public Works, the City Manager's Office, and department heads. Of those eligible employees, 48.8% are in operational or technical positions; 16.7% are in professional positions; and 34.5% are in supervisory & management positions.

Department	Retirement Eligible Employees	Budgeted FTE Count	% of Employees	% of Retirement Eligible Employees by Position Types		
				Operations & Technical	Professional	Supervisors & Managers
Administrative Services	5	14.9	33.6%	60%	20%	20%
City Manager's Office	7	16.85	41.5%	14%	43%	43%
Community Development	11	27.49	40.0%	45%	36%	18%
Innovation and Technology	3	11.93	25.1%	0%	33%	67%
Parks and Recreation	11	30.9	35.6%	64%	0%	36%
Public Works	44	89.15	49.4%	57%	11%	32%
Department Heads	3	6	50.0%	0%	0%	100%
Total	84	197.22	42.6%	49%	17%	35%

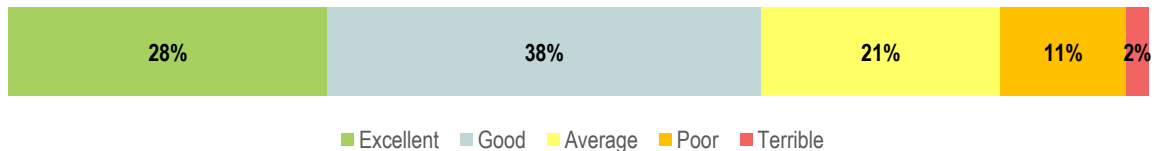
The City has not yet institutionalized succession planning efforts across departments. The HR department has identified the need to perform additional collaborative work to ensure that there are strong career paths and cross-training opportunities within all departments. However, without a deliberate, institutionalized program for effective knowledge management and transfer, a significant amount of institutional knowledge and technical expertise citywide is at increased risk of being lost.

When staff leave positions, it can create gaps in institutional knowledge, increase stress, and slow operations. This is particularly true if several members of a team leave the organization within a close timeframe or team members are not cross-trained. Staff departures also increases the risk of losing institutional knowledge without strong document management practices in place.

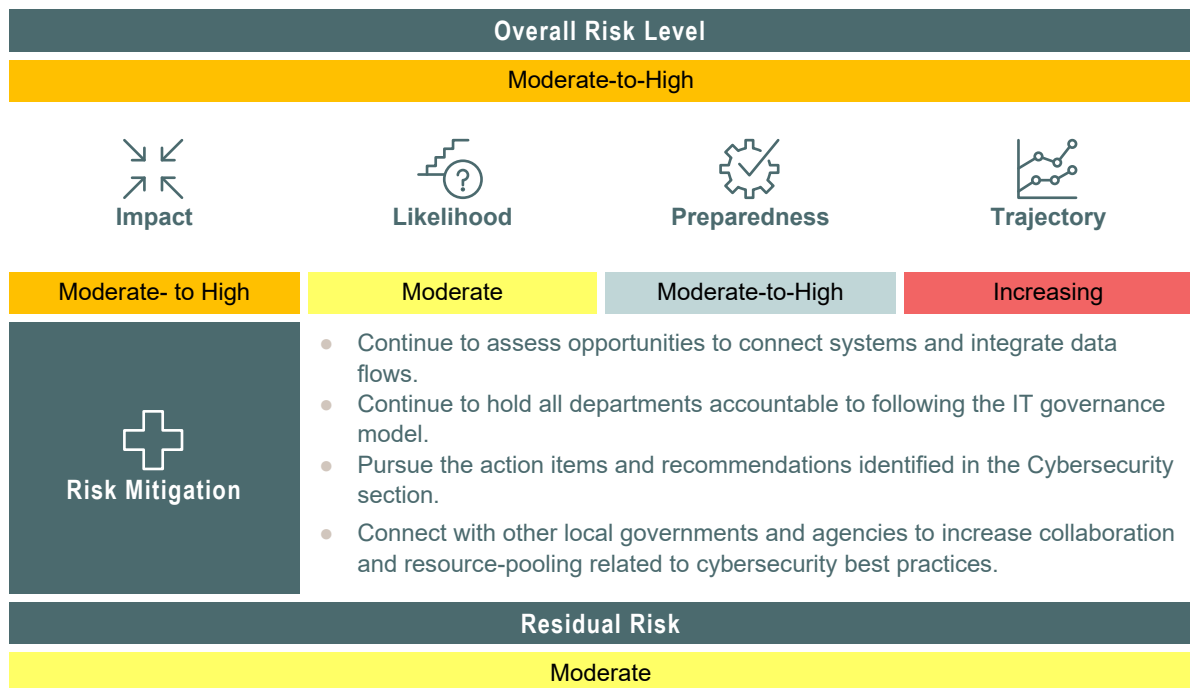


In order to support both succession planning and employee retention, the City developed a new program called Building Employee Skills through Training (“BEST”) in the FY 2020-21 budget. In the employee survey, most respondents (66%) reported that access to training and professional development opportunities were either good or excellent. While training is a vital component to a comprehensive succession planning initiative, it will not address all City needs.

Q: How would you rate your access to the training and professional development resources you need to grow your career?



Information Technology



Risk Areas: Risks associated with the design, development, implementation, administration, operations, and maintenance of information systems including change management and system development life cycle. Also includes risks to infrastructure, system performance, data architecture and management, integration, back-up, security, and controls.

Scope: The importance and pervasiveness of information technology and information systems continues to rapidly expand, regardless of organization.

Cities rely heavily on hardware, software, and technology equipment to run their operations, and technology has become part of the backbone of local government operations, as the integration of

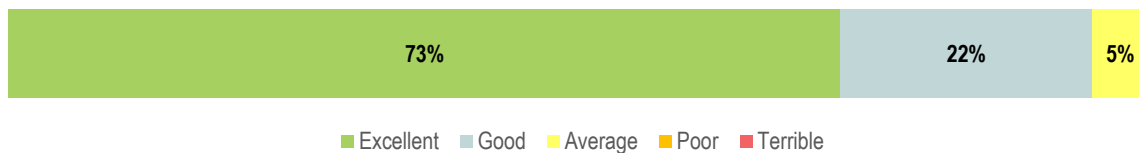


systems evolves and reliance on technology continues to increase. The City's Innovation and Technology (IT) department consists of 12 full-time positions and three part-time positions. There are three major teams within the department: Applications, GIS, and Infrastructure.

The Applications division supports the City's enterprise applications like ERP, Land Management System, Recreation System, Laserfiche, as well as the many e-services custom applications like bid management, permit parking, business licenses, and the city's mobile apps. The GIS Division builds web applications for staff and the public to use as a tool in their daily workflows. The Infrastructure team is responsible for the acquisition, maintenance, and support of all computer hardware necessary for the City's network (server, storage, switch, security, appliance) and end user services (PC, tablet, VoIP devices, smartphones).

Employees across the City consistently rated the IT department highly, and consistently highlighted how the talented individuals who staff the department have been responsible for the IT-related success stories, including the relatively smooth transition to remote work in response to the COVID-19 pandemic.

Q: How would you rate the quality of the internal customer service provided to staff by the IT support team?



IT GOVERNANCE

IT governance plays an important role in local governments to optimize technology purchases, systems integration, and access to information to support decision making. The City has created the Innovation & Technology Administration program, which is responsible for the strategic planning, governance, and policy setting related to the use of digital services for the City.

Some staff report instances of departments not including the IT department early enough in the procurement process when acquiring new systems or applications, resulting in increased risks to data security, successful implementation, and other technical challenges. Additionally, staff report that when IT is not sufficiently involved, the subject matter expert on the new system tends to reside within a department. This practice can result in conflicting guidance or inefficient use of the system since other employees may not be equipped with the appropriate skills or expertise to troubleshoot system issues.

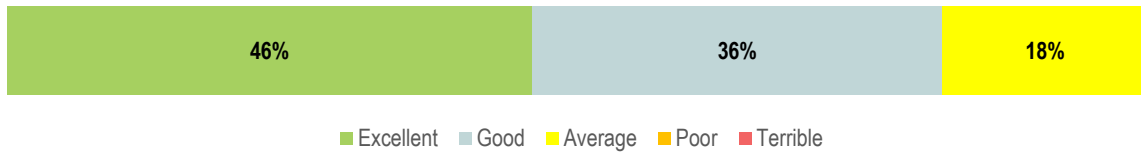
SYSTEMS AND HARDWARE

Employees report a high quality in the hardware and software systems currently in use at the City. One of the needs employees identified related to IT was a desire for IT to continue to strengthen system integration and data flow automation to reduce manual processes. According to information gathered from interviews, surveys, and document review, the City does lack some key systems that would increase efficiency and effectiveness. Examples of missing systems include a comprehensive

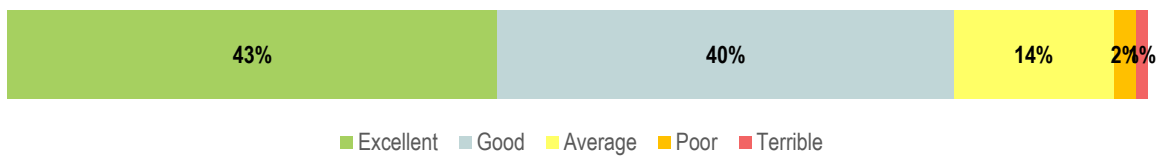


Human Resources Information System, Learning Management System, and performance management system to automate performance evaluations.

Q: How would you rate the quality of the information technology hardware (computers, accessories, etc.) that you currently have and use in your role?



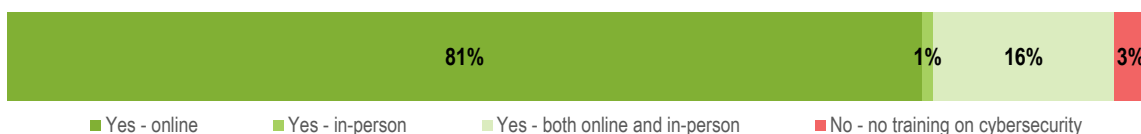
Q: How would you rate the quality of the information technology systems (software, applications, programs, etc.) that you currently have and use in your role?



CYBERSECURITY

Cybersecurity is a known area of high risk, though the City continues to focus on strengthening the IT Disaster Recovery Plan and other contingency efforts. Because of the growing complexity of cyberattacks, it will remain an imperative that the City continue to prioritize its cybersecurity resiliency efforts, including employee training and collaboration with other local governmental agencies. Several sources, including Interpol, have cited an increasing number of COVID-camouflaged domains, campaigns, and misinformation initiatives as avenues for cyber-attacks. City leaders across the country are increasingly being held accountable for protecting sensitive information and preventing cybersecurity incidents. On October 1, 2020, the U.S. Department of the Treasury released new guidance on the payment of ransomware that outlines various potential violations of federal law should an entity choose to pay a cyber- attacker. In a rapidly changing environment, the City is continually exposed to new and evolving risk areas.

Q: Have you received training focused on cybersecurity (best practices, resources, etc.) provided by the City within the last year?

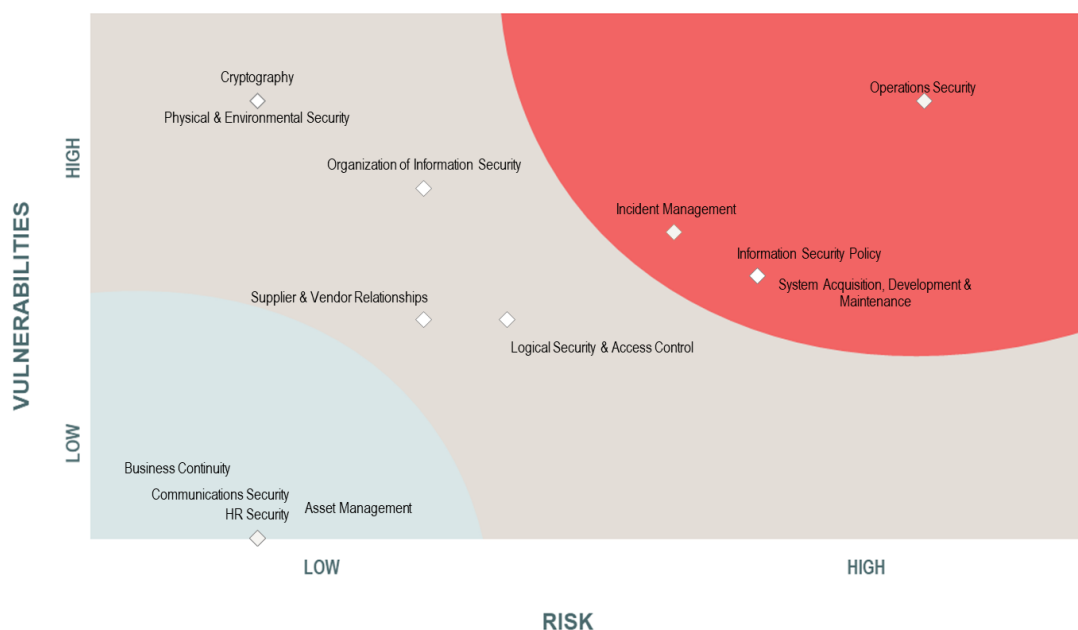




Q: Based on this training, how prepared do you feel to identify, report, or manage a cybersecurity threat?



The City's IT leadership completed a 45-question survey on the City's cybersecurity practices, and the following recommendations emerged from the results.



- Develop, document, and implement an information security policy.
- Develop, document, and implement an IT governance policy and process.
- Develop, document, and implement a systems development life cycle policy that covers the process of acquiring, developing, implementing, and retiring information systems through a multistep process including ignition, analysis, design, implementation, maintenance, and disposal. The policy should outline documentation procedures, roles and responsibilities, and security considerations.
- Establish an information security incident management plan to help provide guidance and protocol during a possible security breach or incident, with an incident response team that has members with clearly defined roles and responsibilities.
- Formally document change control procedures for changes to applications and hardware that includes a process for inception, documentation, testing, and approval.
- Assigned users unique IDs to access all key systems and applications
- Conduct an audit of remote vendor access to the City's systems.



- Periodically review the City's use of secure protocols, such as SFTP or HTTPS, when transmitting data both within and outside the City's security perimeter.
- Install fire suppression system in the City's server room(s).
- Conduct vulnerability assessment scans of internal and external systems and analyze the results for weaknesses and false positives on at least a quarterly basis.
- Perform penetration testing against all publicly available services and IP addresses on at least a semiannual basis to identify emerging vulnerabilities and critical risk areas.
- For third-party vendors used for IT support functions, request vendors provide a third-party attestation report, such as an SSAE 16 or SSAE 18 SOC audit report, and thoroughly review.

Planning and Strategy



Risk Areas: Risks associated with how the organization plans for operations, strategy, and the future, including both short-term and long-range planning.

Scope: A comprehensive planning framework builds upon the strategic goals, and dives into the next layer of planning, which looks at the strategic objectives for not only the enterprise, but sets objectives for the departments, divisions, programs, and individual roles.

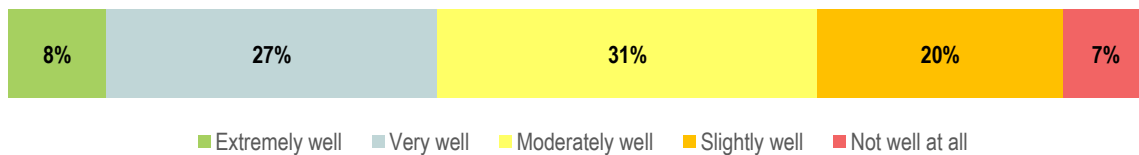
The City has defined mission and vision statements, in addition to several other planning-related documents such as the budget, work programs, innovative technology plan, and the General Plan. The mission of the City of Cupertino is to provide exceptional service, encourage all members of the community to take responsibility for one another, and support the values of education, innovation, and collaboration. The City's vision is "Cupertino aspires to be a balanced community with quiet and attractive residential neighborhoods; exemplary parks and schools; accessible open space areas, hillsides and creeks; and a vibrant mixed-use 'Heart of the City.' Cupertino will be safe, friendly,



healthy, connected, walkable, bikeable, and inclusive for all residents and workers, with ample places and opportunities for people to interact, recreate, innovate, and collaborate.”

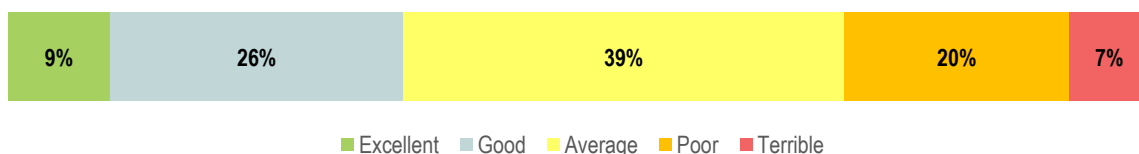
On an annual basis, the City establishes Council goals and subsequently develops a work program that supports those goals. The work programs define highly detailed projects, next steps, timelines, budget, staff hours, and department leads. This level of detail supports City staff, but it is not industry standard for plans of this detailed nature to be approved by City Council. Because the plans are developed annually, projects can be reprioritized over time as Council priorities shift and hinder progress toward overarching objectives. These shifts also impact the City’s ability to develop and adhere to long-range financial plans that would benefit the City and protect it from significant economic fluctuations. Additionally, these plans are developed by City staff and approved by Council, which does not provide other community members with the opportunity to formally engage in City planning processes. In the survey, only 35% of employees reported that the City is doing extremely well or very well at soliciting input from stakeholders, including the community and front-line staff, during planning processes. Without enough stakeholder engagement, there can be a lack of buy-in, unclear direction, and shifting priorities that do not align with community desires.

Q: How well does the City solicit input from all impacted stakeholders (employees, community members, etc.) during planning activities?



Despite the development of highly detailed annual work programs, the City lacks a strategic plan that would clarify the multi-year direction of the City. Without the continuity provided by a high-level plan to guide decision-making over a multi-year period, there is a risk that work can become diluted, priorities can be unclear or change, and staff can be left to work in a reactive (rather than proactive) environment as they attempt to respond to multiple new and uncoordinated requests from the City Council or commissions. In the absence of an overarching strategic plan to outline City goals and objectives, departments have sometimes developed individualized strategic plans and report a lack of interconnectedness between functions. Accordingly, only 35% of respondents reported that the City made excellent or good use of its strategic plan to guide decisions and activities.

Q: How effective would you rate the City’s use of its strategic plan in terms of guiding City decisions and activities?

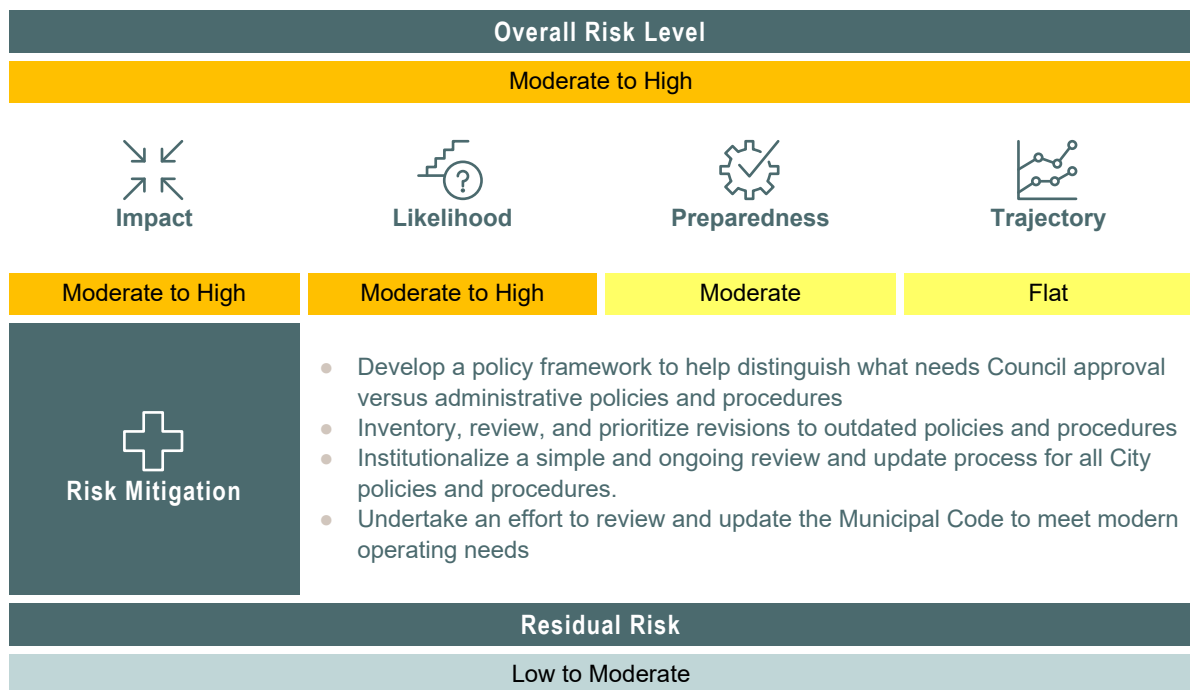


Additionally, without a strategic plan and associated goals, it is extremely challenging to implement successful performance measurement to track the City’s progress over time. The City has not



adopted outcomes-based performance measures that would enable Council and City staff to evaluate their activities and whether they are having their intended impact. Within the budget document, each department annually reports on performance measures; however, these performance measures do not necessarily tie to larger, strategic City goals that would better communicate the impact of City government accomplishments for the community.

Policies and Procedures



Risk Areas: Risks associated with policies, processes, and procedures, including efficiency, effectiveness, and level of documentation.

Scope: Policies and procedures play a critical role in providing the guidance required to ensure all functions operate efficiently, effectively, safely, and consistently across the organization. A policy establishes what should be done, and procedures effect the policy. Policies and procedures also play an important role in protecting against the loss of institutional knowledge.

The City lacks comprehensive policies and procedures in multiple areas across the City, including procurement, contract management, ethics, and operational policies. For example, departments including Economic Development, Community Development, Parks and Recreation, and Public Works noted that operational policies are not comprehensive and/or have not been updated in several years. In both interviews and survey responses, City staff identified the need to update policies and procedures from both operational and compliance perspectives, as well as ensure they reside at the appropriate level (i.e. Council, City Manager, or Department) and encompass users outside of the policy owner departments. Critically, the City has not yet defined what policies would go to Council versus the City Manager for approval, which may also contribute to challenges in defining governance roles and responsibilities.

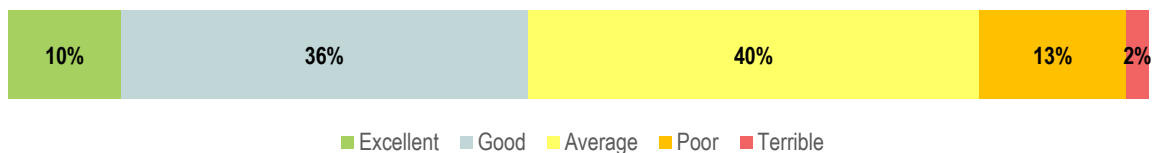


Policies and procedures help ensure that management directives to mitigate risks are carried out consistently at all levels of the organization and at various stages within different business processes (such as procurement). Overall, staff reported weaknesses in policies and procedures at both the citywide and departmental level.

Q: How would you rate the quality of the documented operational policies and procedures at the City overall?



Q: How would you rate the quality of the documented operational policies and procedures for your department?



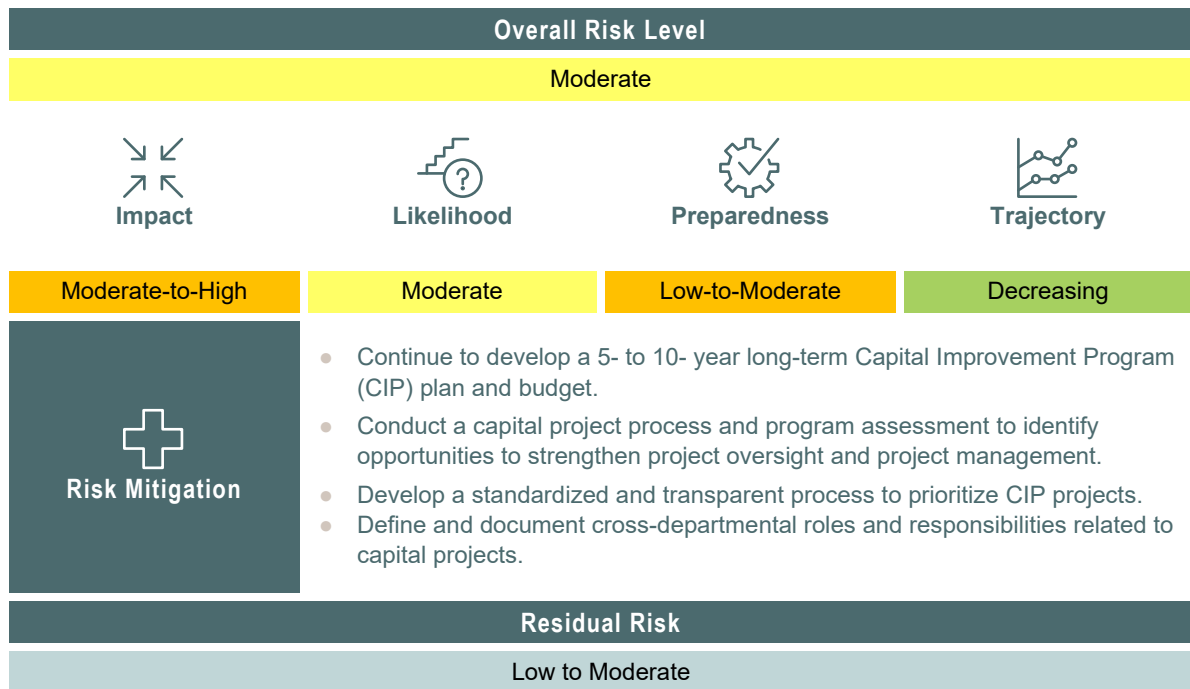
The City does not currently follow a standard review process for all policies and procedures, so they are currently updated on an ad hoc basis. As a result, some policies have not been updated recently; notably, the Administrative Rules and Regulations of the Personnel Code has not been updated since 2013. Conversely, the City's financial policies appear to have all been updated in the last two years. According to best practice, the City should review policies and procedures every one to three years. Outdated policies and procedures can contribute to reduced efficiency and effectiveness, as well as communication and accountability challenges. In the absence of up-to-date documented policies, staff rely on historical practices and verbal directions which requires significant institutional knowledge to perform and could be inconsistent with management expectations over time. Given the City's high proportion of employees nearing retirement, document policies and procedures are critical to supporting operational continuity as employees leave City employment.

A key component to effectively adopted, updated policies and procedures is ensuring that they are communicated and accessible to staff. Currently, documentation is intended to be stored on the internal network drive, although departments report inconsistent storage practices. In some cases, policies and procedures may be stored on individual hard drives, particularly if they are older. Policies and procedures should be stored centrally in a searchable format; when new versions are published, alerts should be communicated, and training should be provided.



C. MODERATE RISK CATEGORIES

Capital Improvement Program



Risk Area: Risks associated with capital improvement program, including planning, financing, construction, close-out, and capital asset management (including preservation and maintenance), tracking, reporting, accountability, and inventory.

Scope: In construction, issues of risk are closely tied to schedule, site unknowns, and budget issues. In addition, construction contracts must be monitored to ensure full compliance with equal employment opportunity, discrimination, prevailing wage, and fair labor standards laws.

The Capital Improvement Program (CIP) is managed by the CIP Administration group with the City's Public Works department, which includes a budgeted staff of 6.20 FTE. The CIP is documented in the City's annual plan to provides design and construction administration for all capital improvement projects. The CIP organizes the projects into five categories: Parks, Buildings, Streets, Traffic Facilities, and Storm Drainage. The City listed 29 active capital projects in August 2020 across seven different project phases.

The CIP Program Manager departed the City in early September 2020, in addition to at least one other staff in the group. The departure of staff in the CIP group presents an opportunity for the City to re-evaluate the staffing, processes, culture, and performance expectations of the group. The City has filled two positions since September, including the acting program manager. Employees reported that the turnover has positioned the City to strengthen the CIP program overall, and is expected to result in improved relationships with other departments and achievement of the program's objectives.

Each fiscal year, the CIP is funded by the capital reserve and/or restricted grant and donation proceeds. The five-year budget denotes funding sources and a description of each project. The City

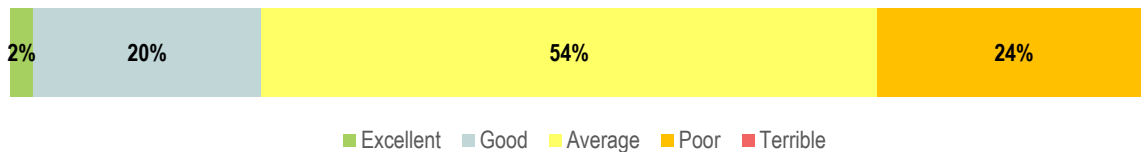


Council approves funding of capital improvements on a total project basis but allocates the funding annually. Funding into the CIP from the capital reserves is capped at approximately \$1.5 million annually. The adopted budget for the Capital Projects Funds for FY 2020-21 is \$2.2 million, primarily due to a reduction in capital project spending resulting from the COVID-19 pandemic and its unprecedented uncertainty.

Many of the current CIP projects have been identified as priorities in the City's adopted master plans, such as the Bicycle Transportation Plan or the Pedestrian Master Plan. However, the CIP funding process is relatively short-term and prone to change year-over-year, as there is no long-term CIP plan, although project funding is approved in the first year for multi-year projects. The City does not currently have a long-term CIP plan, though the City has begun preliminary work on a 10-year plan. Likely as a result, the pipeline of planned capital projects changes year-over-year, despite approximately \$400 million in unfunded CIP projects already identified. The City's process for prioritizing and selecting projects is not standardized and transparent across the CIP projects. Short-term planning for capital improvement projects can increase risks of higher long-term costs and pose a threat to health and safety. Many employees reported concerns about the safety of City Hall and the continued deferral by Council of the City Hall project by the Council in favor of other CIP projects. The building has become a growing potential liability to the City.

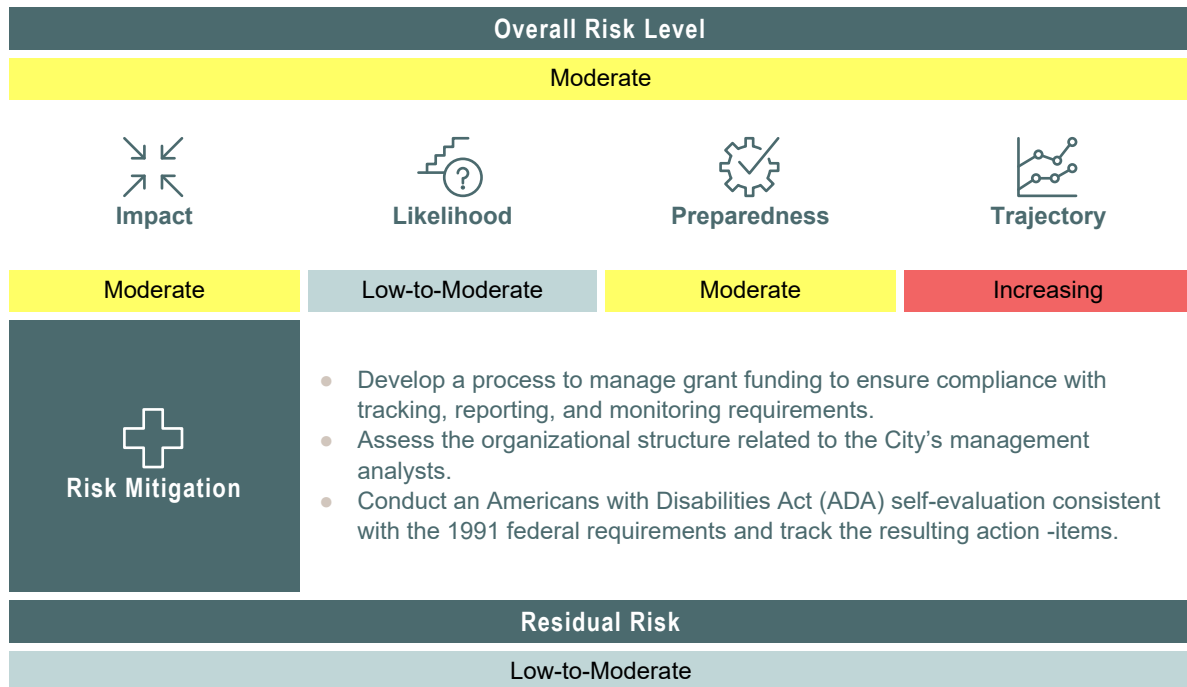
Finally, staff that coordinate with the CIP group on design elements of projects sometimes reported confusion related to their role, responsibility, and hand-off point. Without clarity of everyone's role and purview on each project, employees may experience accountability confusion and create inefficiencies in the CIP process.

Q: How would you rate the processes the City uses to identify and prioritize capital improvement projects?





Compliance and Financial Reporting

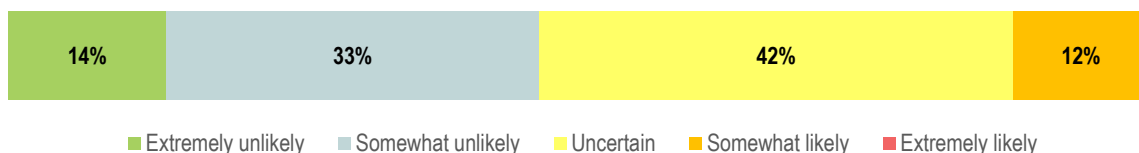


Risk Area: Risks associated with compliance with laws, regulations, and requirements. Also, risks associated with financial reporting (content, distribution, assembly, utilization, frequency, formatting, accuracy, and reliability).

Scope: Risks organizations face when they are unable to follow internal policies, government laws and regulations, which may be subjected to legal penalties and financial fines. Financial reporting includes deliverables such as audited annual financial statements. Reliable financial information is fundamental to planning, budgeting, pricing, evaluating vendor performance, assessing partnerships, and a range of other operational and strategic activities.

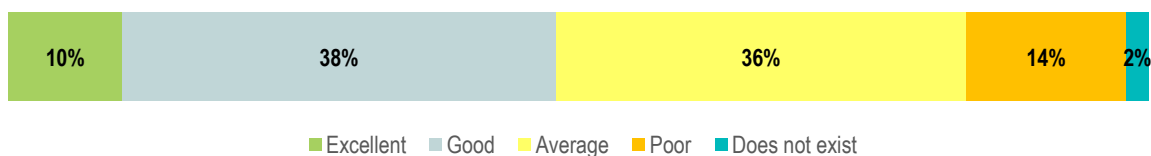
Proactive compliance is characterized by employees being aware of requirements and actively operating to comply with them. Performed effectively, proactive compliance prevents issues from occurring before they become problematic. Reactive compliance involves ongoing monitoring, testing, and reporting. Overall, about half of employees felt that noncompliance issues were extremely or somewhat unlikely. Approximately the same amount reported that the quality of training/resources provided to stay abreast of compliance concerns was excellent or good.

Q: What are the chances that the City will experience any issue with compliance (late or missed reporting; noncompliance with safety requirements; breach of sensitive data, etc.) in the next year?





Q: How would you rate the quality of resources/training provided at the City about how to remain in compliance with laws, regulations, and requirements?



FINANCIAL REPORTING

Timely and accurate financial reporting for management decision-making is a key component for efficient and effective operations. Some employees report that in certain departments, financial information may only be available through specific employees, adding to the time it may take to get needed data. Others note that sometimes, reports out of the system are not intuitive for newer or more infrequent employees or infrequent users of the reports, suggesting that some departments may benefit from additional training. Overall, employees rated the timeliness of financial information as excellent (20%) or good (40%).

Q: How would you rate the timeliness of the financial information you receive (e.g. reports, response time to requests, etc.)?



ADA COMPLIANCE

Employees report that there are numerous facilities they suspect or know that are non-compliant with their obligations under the Americans with Disabilities Act (ADA). The City last published its ADA self-evaluation and transition plan in April 2015 and ADA-compliance elements have been identified as part of other City projects. However, the City does not have a formal effort to track and identify ADA compliance action plans. It is imperative that once the City has identified an item of non-compliance, that a subsequent actionable improvement plans is also created. Identifying a problem without an action plan can lead to further compliance problems. While the City has funding identified for ADA projects in the CIP budget, prioritization of projects in general has been a challenge, as noted in more detail in the **Capital Improvement Program** section.

In 2017, the Ninth Circuit Court of Appeals issued a decision reversing the trial court's decision of the *Kirola v. City and County of San Francisco*, which alleged ADA violations in City facilities, and allowed the plaintiff to proceed with some claims that the City's facilities were in violation of the ADA. In the first year of the lawsuit alone (fiscal year 2020-2021), the City and County of San Francisco paid \$2,285,000 for litigation expenses related to this lawsuit. The decision revealed that even seemingly minor access barriers in a government facility may serve as the basis for a class action lawsuit against the City. The U.S. Department of Justice (DOJ) has recently encouraged local government agencies to conduct a new self-evaluation like the one required by the 1991 federal law. We



recommend the City take this proactive action to help mitigate and reduce the risk of possible ADA violations.

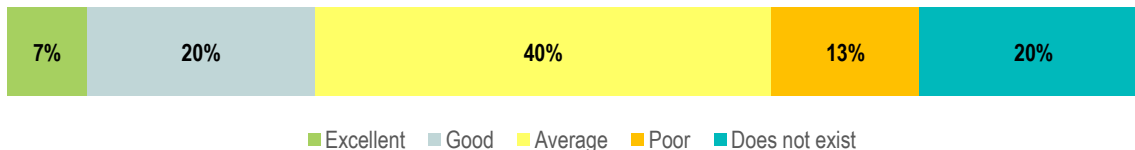
GRANT FUNDING

Several employees expressed concerns over grants management, specifically federal grant reporting. While the volume of dollars coming from federal grants is relatively low, it is critical to maintain compliance with federal reporting requirements. The City does not currently have a standardized approach in place to monitor grants and relevant compliance.

As the City continues to explore alternative revenue sources as a result of the pandemic, there will likely be grant funding opportunities that may be relevant for the City. Pursuing grants will require the City to first assess and determine how to best approach both grant writing—a specialized skill—and grant administration.

To help mitigate the impacts of the COVID-19 pandemic on the small businesses in Cupertino, the City established the Small Business Emergency Relief Grant Program to offer one-time emergency relief grants of \$5,000 to eligible small businesses. The City is utilizing its allocated Coronavirus Aid, Relief and Economic Security Act (CARES) Act Community Development Block Grant funding (CDBG-CV) to provide these grants. The Enterprise Foundation, a 501c3 organization, is the City's partner to administer this grant program.

Q: How would you rate the quality of systems used to track and monitor grants for compliance purposes?



REQUIREMENTS FOR AFFORDABLE HOUSING

Across the State of California, moderate-income households struggle to afford rent and mortgages. The COVID-19 pandemic has further exacerbated this issue. Since Cupertino is in the heart of Silicon Valley, its community members feel a particular impact on the shortage of affordable housing, as noted in the External Environment section of this Risk Assessment. In September 2020, California's Governor signed a package of housing bills designed to increase affordable opportunities for renters and homeowners, including incentives for developers to increase the number of affordable housing units built in the state.

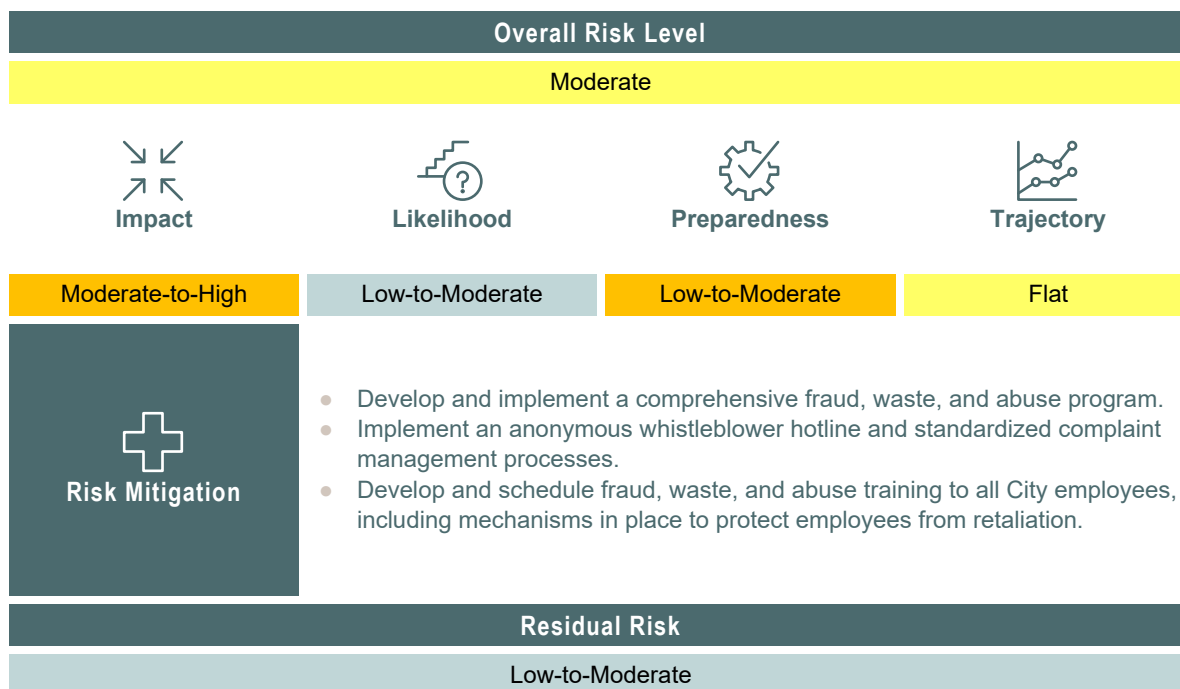
However, state laws are designed to incentivize increased density, while single-family housing currently characterizes most of Cupertino. In 2018, the Friends of Better Cupertino filed a lawsuit to stop a development project approved by City staff that would contribute 1,201 affordable housing units to the community and was approved by City staff. The project was ultimately approved by the Santa Clara Superior Court and allowed to progress forward in accordance with previous City approval. State housing officials have put the City on notice, stating that it may be on the verge of violating State law around regional housing requirements if the City's housing plan faces further hindrances or developers do not move forward with construction on projects. This additional scrutiny



applied by the State, in conjunction with escalating State regulations to support increased affordable housing, places the City at risk of noncompliance with State requirements and potentially community goals. Ultimately, this can result in loss of funding from state and federal housing programs.

As noted in the External Environment section, State requirements, community desires, and developer schedules are outside of the City's control. However, affordable housing shortages present risk to the City from both a compliance and community characteristic perspective.

Ethics and Fraud, Waste, Abuse



Risk Areas: Risks associated with misappropriation of funds, extravagant spending, using one's position to accomplish a specific outcome, the intent to deceive, or behavior that is not aligned with the organization's ethical values and policies.

Scope: The employees of the organization have a duty to use funds economically, efficiently, effectively, and ethically. When employees do not honor this obligation, it could result in instances of fraud, waste, abuse, or unethical behavior.

All City employees share the common purpose of serving the public in an ethical and transparent manner. When City employees do not fulfill this purpose, it could result in instances of fraud, waste, or abuse. Fraud, waste, and abuse are defined as:

- **Fraud:** A dishonest and deliberate course of action that results in obtaining money, property, or an advantage to which employees or an official committing the action would not normally be entitled.
- **Waste:** The needless, careless, or extravagant expenditure of funds, incurring of unnecessary expenses, or mismanagement of resources or property.

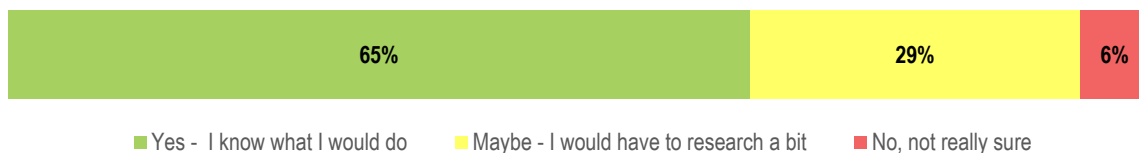


- **Abuse:** The intentional, wrongful, or improper use or destruction of resources, or highly improper practices that does not involve prosecutable fraud.

In 2018, the City discovered a 14-year embezzlement that took place between 2000 to 2014 and resulted in a loss of \$791,494. In response, the City contracted with an independent, third party to conduct an internal control review. As discussed in the Internal Controls section of this report, the review assessed the City's fixed assets, human resources and payroll, order to cash, procure to pay, and treasury management processes. The City has implemented additional controls for high-risk areas and is in the process of evaluating additional recommendations to strengthen controls overall, resulting in an improved internal controls environment. However, the City has not implemented a robust fraud, waste, and abuse program to educate employees on potential red flags or a whistleblower hotline to report allegations of wrongdoing that could detect issues sooner.

The City's Administrative Rules and Regulations of the Personnel Code include some elements inherent in a comprehensive fraud, waste, and abuse program such as employee protection from retaliation when reporting concerns in good faith. The Administrative Rules and Regulations of the Personnel Code also includes a section related to complaint procedures; however, this requires employees to report the incident to their supervisor, Department Head, or HR Director, which does not allow for anonymous reporting and may deter some employees from reporting concerns. However, despite an incomplete fraud, waste, and abuse program, over half (65%) of survey respondents reported that they knew what action(s) to take if they became aware of unethical or fraudulent behavior.

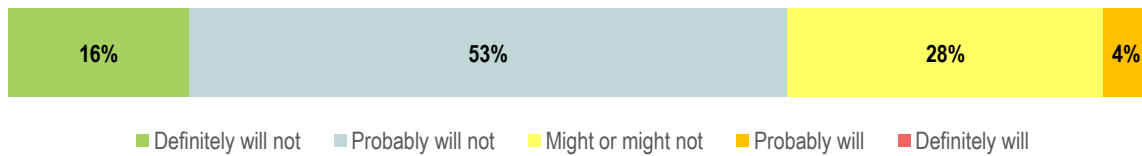
Q: Do you know what action(s) to take if you were to become aware of unethical or fraudulent behavior?



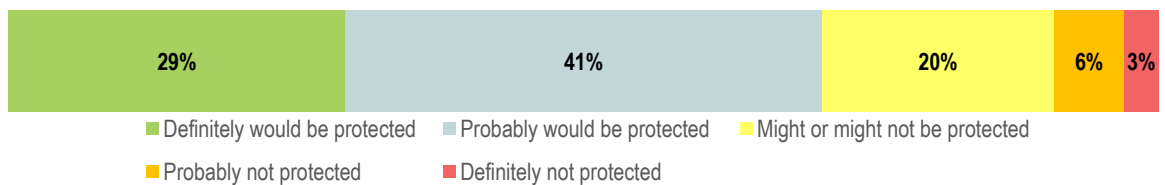
Overall, City employees appear to hold the perception that another instance of fraud, waste, or abuse at the City is relatively unlikely. However, only 30% of respondents reported that they would definitely be protected in the event that they reported suspicious or concerning behaviors. When employees do not feel fully secure in reporting concerns, they may choose to ignore these behaviors, which can enable and perpetuate inappropriate behaviors and activities in the organization. Multiple survey respondents noted that the City has had at least one experience where there was a perception of retaliation for reporting wrongdoing, which may also deter employees from coming forward with concerns.



Q: what are the chances that an incident of fraud, waste, or abuse would likely occur at the City within the next year?

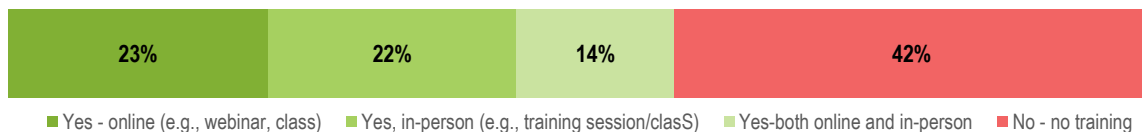


Q: What are the chances that you would be protected from retaliation if you reported wrongdoing?



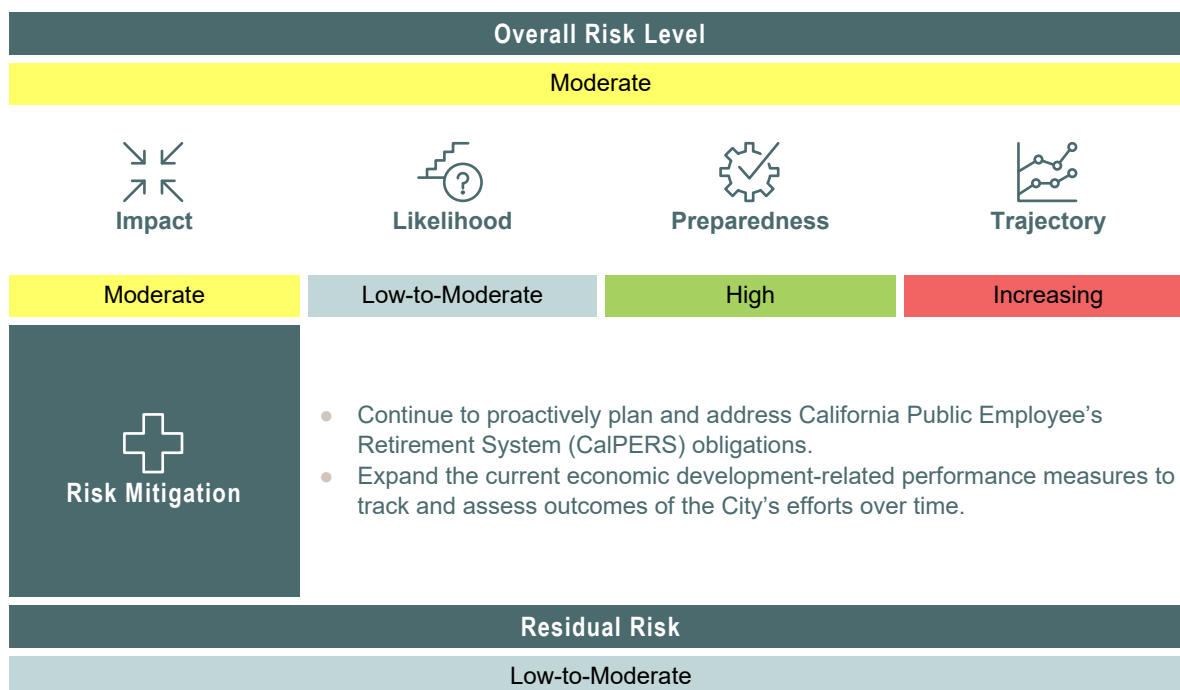
Finally, just under half (42%) of survey respondents reported that they have not received ethics or fraud, waste, and abuse training in the last two years. Training is imperative to a robust ethics and fraud, waste, and abuse program by reinforcing the City's values, describing suspicious activity, and providing information on the organization's reporting environment (i.e., how to report concerns, complainant protections, complaint responses).

Q: Have you received training focused on ethics or fraud, waste, and abuse prevention provided by the City within approximately the last two years?





Funding and Economics



Risk Areas: Risks associated with revenue sources, funding levels, cash management, liquidity, expenditure rates and commitments, debt management, and inter-organizational business.

Scope: The funding and economics factors that impact the organization's ability to maintain operations and deliver programs and services. Whether within the organization's realm of influence (or outside of their control), the funding and economic factors impact the organization's long-term fiscal stability as well as its ability to mitigate the negative impacts of extraordinary risk such as regional changes and national economic volatility.

Revenue growth in the City is primarily driven by sales, property, and transient occupancy taxes. Because Cupertino is a mature, 93% built-out city, the City primarily focuses on business retention and revitalization. Supported by the stability of tech-giants like Apple, Inc. and Seagate Technologies, the City's economic development activities have focused on creating an environment for start-ups and growing companies. The Economic Development program resides within the City Manager's department and relocated from the Community Development department in FY 2018-19. The program currently consists of one full-time employee, who is responsible for providing support and assistance to local businesses, conducting community outreach, and collaborating with City employees on projects.

The City relies heavily on revenues from the Apple Campus to fuel sales tax, property taxes, and business travel. Apple either owns or leases approximately 25% of commercial properties within the City. The top 25 sales tax producers in the City included both Apple and Seagate Technology, and then was followed largely by retailers and restaurants. However, as a result of the COVID-19 pandemic, small businesses within the community have suffered and closed temporarily or permanently.



The City develops medium-term (5-year) and long-term (20-year) forecasts as part of the budget process and has a long-range financial plan (LRFP) established. The City's budget includes a contingency budget that covers maintenance and operational funding for Public Works, as well as contingency funds for disaster response. However, given the unprecedented levels of uncertainty stemming from the COVID-19 pandemic, the City may need to re-evaluate its revenues more regularly. There are several strategies identified in the FY 2020-21 adopted budget aimed at balancing the City's budget over the next five to 20 years.

The City currently anticipates the pandemic will result in at least a two-year recession and subsequent declines in revenue. As a result, the City's focus for the coming fiscal year is on reducing expenditures to offset declining revenues. The City prioritized creating fiscal reserves in recent years, and therefore has the resources to mitigate the short-term looming risks of declining revenues. The City's Economic Uncertainty Reserve reached \$19 million at the start of fiscal year 2021, representing approximately 24% of the city's general fund, and serves as a potential source of mitigating any shortfalls in future fiscal years.

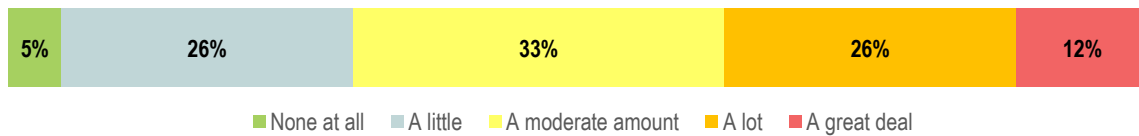
RESERVE	FY 2021 RESERVE LEVEL	DESCRIPTION
Economic Uncertainty	\$19,000,000	For economic downturns and major revenue changes. Represents two months of general fund expenditures plus a two-year 13% drop in total general fund revenue.
PERS	\$12,000,000	For pension cost increases
Sustainability	\$123,397	For future sustainability projects/programs
Unassigned	\$500,000	1% of general fund operating budget, for mid-year budget adjustments and redeployment into the five-year budget
Capital Improvement	\$5,000,000	Set aside for future capital projects, calculated based on the average dollars spent for capital projects in the last three fiscal years.

Source: City of Cupertino Fiscal Year 2020-2021 Adopted Budget

The City's proactive responses thus far to the economic impact of COVID-19 included delaying the planned increase in certain fees, reducing departmental operational budgets, and furloughing some staff. Additionally, the City's unassigned fund balance remains healthy, and is expected to be able to assist in addressing funding gaps as needed. A risk associated with the reduction in revenue is that the City may need to adjust levels of service accordingly. While reserves are helpful in the short-term, there are many unknown variables related to how the pandemic will impact the future of local government revenues and communities. City staff report that levels of service provided to the community are high and therefore may require ongoing adjustments depending on the City's incoming revenues (see Operations and Service Delivery section for more detail).



Q: As of mid-September, how much has COVID-19 negatively impacted your department's operating budget?

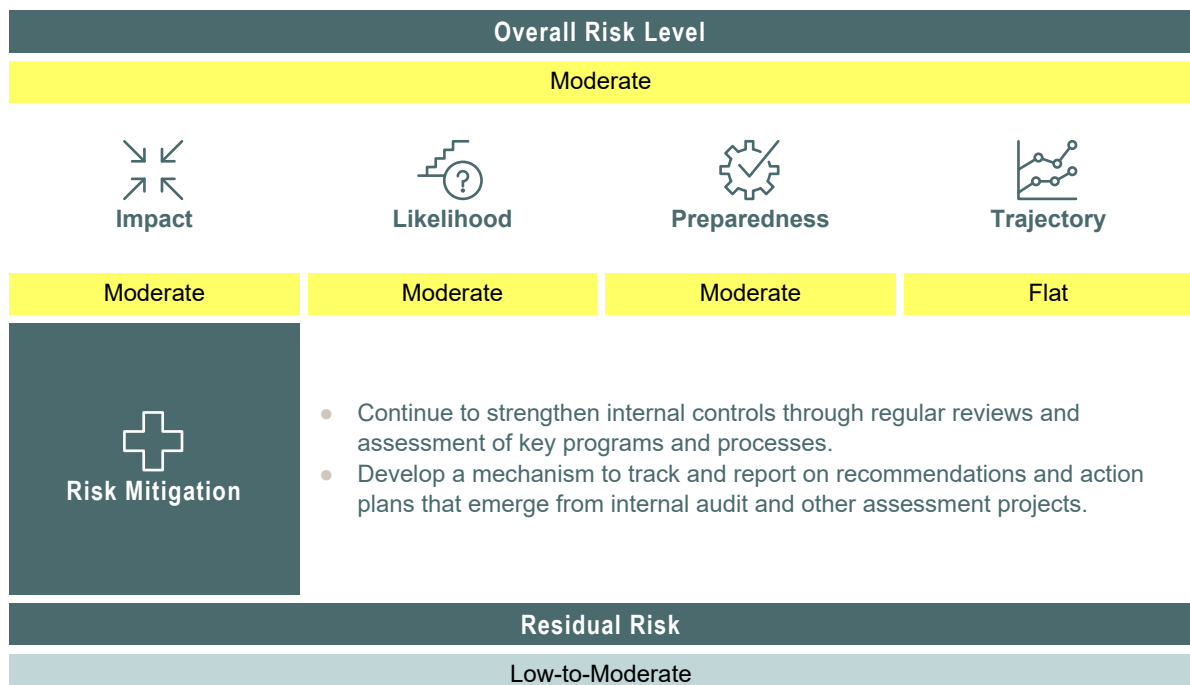


The City has also identified its Section 115 Pension Trust (\$12 million) as a potential source to mitigate any increases to California Public Employee's Retirement System's (CalPERS) annual required contribution rate or further reductions in the discount rate as set by CalPERS.

RETIREMENT BENEFITS

Cupertino provides retirement benefits for its employees through the California Public Employee's Retirement System (CalPERS). In mid-2018, the City implemented a Pension Rate Stabilization Program (PRSP), a Section 115 Trust intended to stabilize pension rate volatility from year to year. A Section 115 Trust is an investment tool that allows the City to pre-fund pension and retiree health costs. The City elected to use a more conservative discount rate than CalPERS and allocates more towards pension funding each year than is required by CalPERS. Given this strategy and the \$12 million currently set aside for pension funding, the City is in a strong position to withstand the effects of pension cost increases.

Internal Controls





Risk Areas: Risks associated with preventive controls (e.g., tone at the top, policies and procedures, passwords), detective controls (e.g., segregation of duties, reconciliations, variance reports), and corrective controls (e.g., changes to policies and procedures, training, and loss of privileges).

Scope: Control activities are the processes and procedures that help ensure that management's risk responses are carried out; they are not performed simply for their own sake or because it seems to be the "right" or "proper" thing to do. Control activities occur throughout the organization, at all levels and in all functions. They include a range of activities as diverse as approvals, authorizations, verifications, reconciliations, reviews of operating performance, security of assets, and segregation of duties.

The City's internal control environment represents the processes designed to provide reasonable assurance about the reliability of financial reporting, the efficiency and effectiveness of operations, and compliance with applicable laws and regulations. Internal controls also safeguard the City's assets from unauthorized acquisition, use, or disposition. Audit Committee members highlighted the following functions as desired areas of continued internal control focus based on historical events at the City:

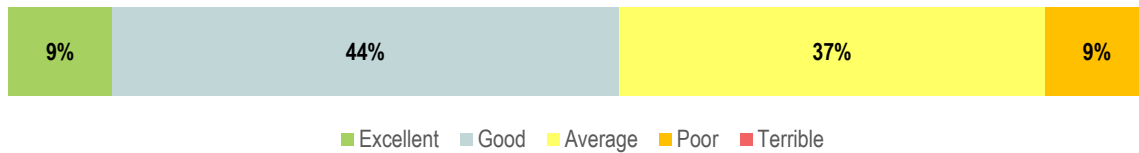
- Cash reconciliation
- Vendor approval process
- Prior period adjustments

In early 2019, the City conducted an internal control review of its fixed assets, human resources and payroll, order to cash, procure to pay, and treasury management processes. Many of the recommendations from the report were noted as in-progress at the time of the internal control review report's publication. The City has addressed recommendations pertaining to high-risk areas and continues to evaluate additional opportunities to strengthen internal controls, though the City has not yet completed a follow-up to validate the completion of action items committed to in the report. For example, the City created an Audit Committee and established an internal audit function. Additionally, internal control matrices are used in order to support the transparency and adequacy of segregation of duties. In line with best practice, the Finance Manager reviews system access requests to add or change roles within the City's ERP, including when new employees are added. The Finance Manager also reviews with the IT team any updates made to the City's Active Directory. The Finance Manager meets with the IT team on a quarterly basis to cross-validate the emails and review the system access logs. In order to communicate these improvements to the Audit Committee and Cupertino community, updates on the recommendations included in the internal control review should be validated and made available on the City's website.

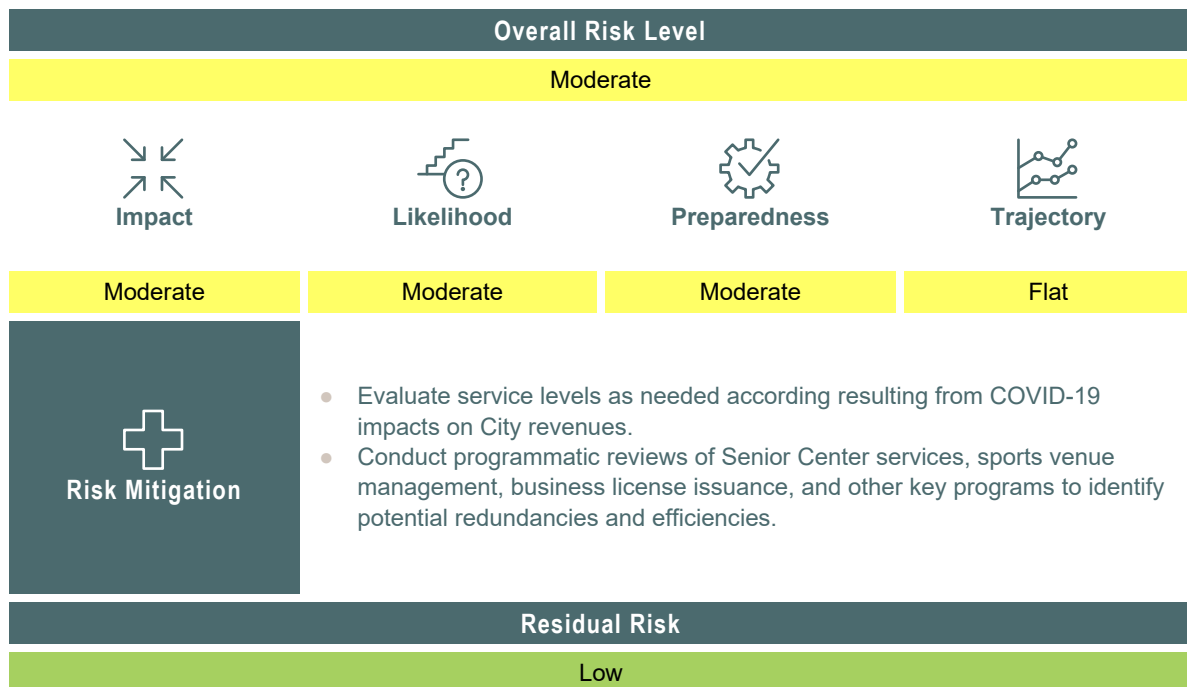
Cash handling and revenue collection is one area of concern for the City, as employees will continue to need to be trained on the City's policies and procedures. The Parks and Recreation department employs a significant number of part-time employees who are teenagers, so the inherent risk will always be elevated due to the high-turnover and the lower level of experience in these part-time seasonal employees.



Q: How would you rate the City's overall internal controls environment, including checks and balances, preventative and detective measures, testing/evaluating internal controls, and monitoring effectiveness of controls?



Operations and Service Delivery



Risk Areas: Risks associated with community expectations, level of service commitments, scheduling, program/service delivery, sustainability, quality, process efficiencies, and resource allocation.

Scope: Day-to-day operations across the organization, and efficient and effective delivery of the organization's programs and services in alignment with goals, vision, and mission.

At the most fundamental level, the City's mission is to direct the efficient and effective delivery of municipal services. The City provides a full range of services to residents, including:

- Community Development (planning, building permits and plans, code enforcement)
- Finance (billing and payment processing)
- Public Works (infrastructure and streets maintenance)
- Recreation and senior services
- Public information



City staff report high levels of service expectations by the community and a constant drive to meet service demands. Most survey respondents (87%) reported that the City's overall ability to deliver core services to the public in an effective manner was excellent or good. As noted previously, over time, City revenues may be impacted by COVID-19 and existing service levels should be evaluated accordingly.

Q: How would you rate the City's overall ability to deliver core services to the public in an effective manner?



Amidst the COVID-19 pandemic, some City services were required to transition in order to continue serving the community. Notably, Recreation Services transitioned its programming from in-person to virtual and saw increased participation from residents, demonstrating a bright spot in terms of City service flexibility. Additionally, the City's digital permitting process was expanded and provided continuity of service for an activity that is traditionally performed in-person. City staff noted the impacts of shelter-in-place orders in terms of how they deliver services to residents and interact with colleagues in interviews and survey responses. A virtual work environment poses both opportunities and challenges that staff embrace, but also express concern about the potential to alter workplace dynamics and the ability to effectively serve all residents.

There are also opportunities to reevaluate some of the City's current service offerings to increase efficiency and effectiveness. The following areas were noted in interviews as well as in survey responses as requiring potential revisions to better serve the community.

- **Sports venue management:** The City's Sports Center is operated partially by a private vendor. Council members noted frequent resident complaints regarding public access to and use of the facilities. The Blackberry Farm Golf Course, like many municipal golf courses, is also operated by a private vendor. While municipal venue operators tend to be long-standing, it is best practice to regularly review vendor contracts to ensure goals for the facilities are clearly articulated and ensure that performance measures are included in vendor reporting.
- **Business license issuance:** Business license issuance at the City is not integrated into the permitting process, therefore, some businesses in the community may be operating without a license. During the COVID-19 pandemic, local, state, and federal resources have been available to support small businesses; however, because the City has incomplete records of businesses operating within its limits, it was challenging to reach owners that may have benefited from these resources. When the City conducted physical outreach to businesses, staff discovered that some were operating without a license. This also presents additional liability and lost revenue on behalf of the City.
- **Senior Case Management program:** The City's Senior Center currently offers a direct service support program for residents aged 50 and older who require support to stay in their home. Staff report that this program lacks clear policies, procedures, and internal controls over expenditures and services provided. Additionally, this program's services are likely to be duplicative with offerings provided by other governmental agencies in the region. Typically,

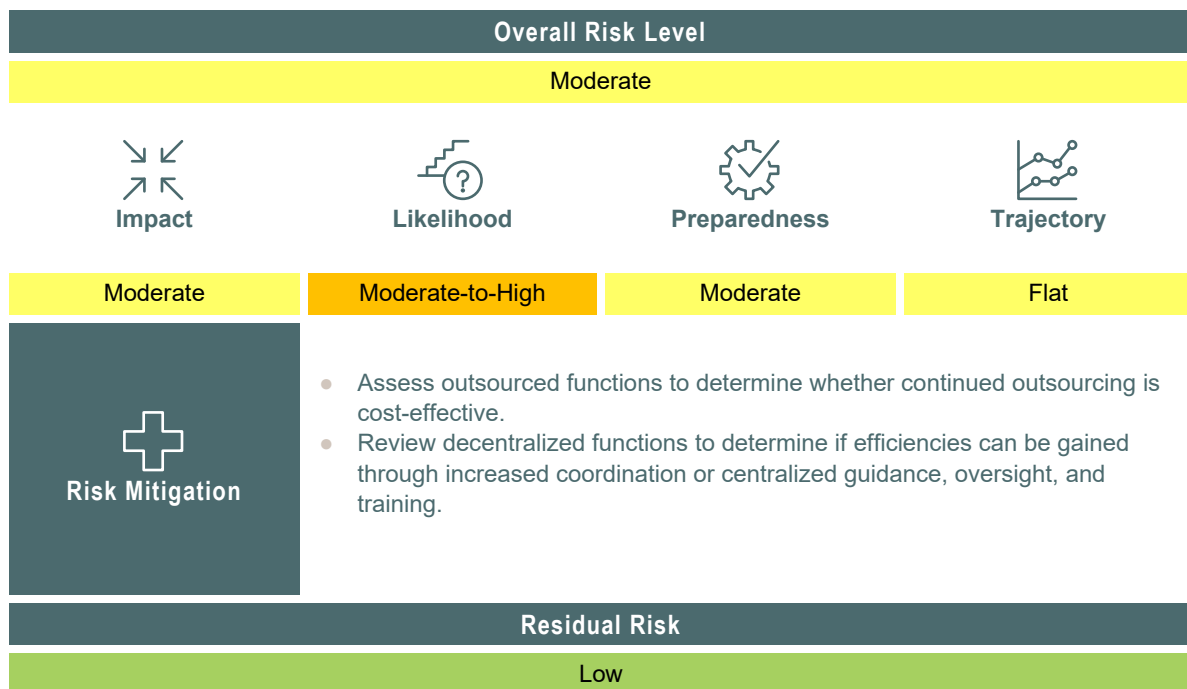


cities operate a referral program to direct residents in need to the appropriate resources rather than providing services directly.

- **Senior Travel program:** The City's Senior Center also offers a service akin to travel agencies in scheduling individual and group travel to both domestic and international locations. The scope of this program extends beyond local or regional travel destinations that cities typically offer and may be duplicative with private providers.

As the City continues to evaluate the impact of COVID-19 on its revenues and service delivery, these programs should be evaluated to find potential efficiencies and cost savings.

Organization and Staffing



Risk Areas: Risks associated with how personnel are organized, as well as staffing levels and skills.

Scope: An entity's organizational structure provides the framework to plan, execute, control and monitor its activities. Organization and staffing encompass hierarchy, chain of command, span of control, and staffing levels. Staffing includes specific positions, counts, and capacity. A relevant organizational structure includes defining key areas of authority and responsibility and establishing appropriate lines of reporting.

The City's organization structure consists of seven departments: City Council and Commissions, Administration (includes the City Manager's Office, City Attorney's Office, and City Clerk), Innovation and Technology, Administrative Services, Parks and Recreation, Community Development, and Public Works. As of October 2020, the City has approximately 190 FTEs on staff. With a few exceptions, managers' spans of control are within normal ranges of four to eight direct employees.

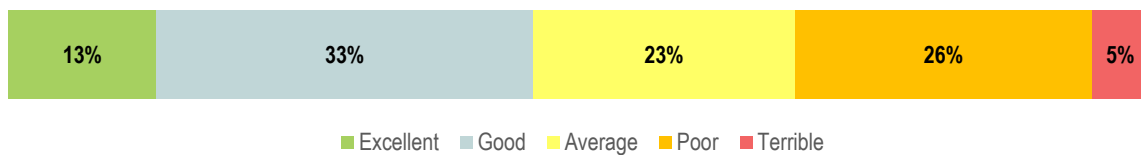
Historically, the City Council has been hesitant to add additional staffing, instead relying heavily on outsourcing for key functions, such as the City Attorney and Police and Fire services. Prior to COVID-19, the City planned to bring several new positions forward over the next three years to fill key roles; however, given the uncertainty related to the pandemic, this effort has been postponed indefinitely.



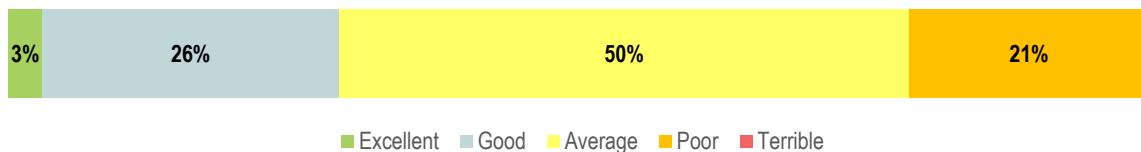
Outsourcing provides both advantages and disadvantages, such as elevated costs for specialists, but also the ability to secure and rely upon subject matter experts. Both employees and elected officials at the City were unsure whether the balance of in-house versus external contractors was in the best interests of the City. As the Council adds new initiatives to the City's annual work plan and extends meetings, staff workloads are impacted and continue to elevate. While the City currently experiences relatively low levels of turnover and high levels of employee satisfaction with workplace culture, consistent overwork can contribute to burnout over time.

Employees who responded to the survey reported a variety of experiences related to the adequacy of current staffing levels, as noted below. This may reflect differences between departments or divisions in terms of how workload is distributed and what expectations are. Overall, less than one-third (39%) felt that the current staffing levels across the City were either good or excellent.

Q: How would you rate the adequacy of current staffing levels within your department?



Q: How would you rate the current staffing levels across the City as a whole?



During interviews, some key positions were noted as lacking backup, which could result in significant operational disruptions if employees leave the City for an extended period or permanently. The following functions would benefit from support through cross-training of designated backups to support operational consistency and employee flexibility:

- Economic development
- Housing
- Traffic signal
- Management analysis within each department

Like most cities, Cupertino has several functions that are highly decentralized. Some notable examples include budgeting, procurement, communications, and planning. While decentralized functions can provide operational benefits, they typically require enhanced coordination to achieve service efficiency and sometimes result in duplication of efforts.



Risk Programs



Risk Areas: Risks associated with the organization's formal/structured risk management programs, such as employee health and safety programs, operational risk management programs, and incident response and emergency management efforts.

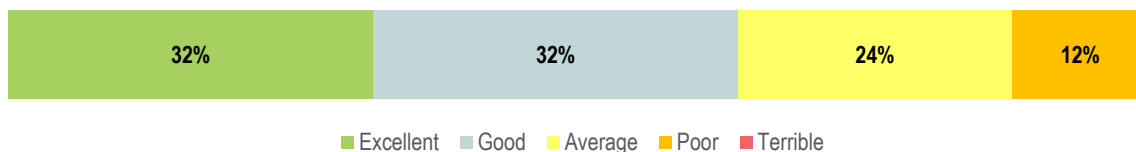
Scope: Risk programs include administration of the general liability, workers' compensation, safety, disability management and property programs. Risk efforts also include contract/insurance certificate review, insurance procurement, emergency preparedness programs, and continuity of operations planning.

The Human Resources department is responsible for administering the City's risk management, safety, and wellness programs. The department also oversees the City's self-insured workers' compensation program. Many risk management functions are outsourced through the City's outsourced City Attorney function and Joint Powers Authority (JPA), the self-insurance program. The JPA provides some reporting related to claims to the City Attorney's Office, but there has not been a concentrated effort on proactive risk mitigation by analyzing trends related to claims. The JPA operates with limited control and risk reporting to the City. Most interactions relate to insurance requirements on City contracts.

Before the COVID-19 pandemic, the City Attorney's Office noticed an increase in claims related to City tree maintenance and requested additional information related to the tree maintenance program. However, this work has been postponed due to the pandemic, which impacted City operations and shifted attention to other pressing risk management matters. Ideally, the City would conduct routine claims analysis to identify potential issues and proactively mitigate risks on an ongoing basis.



Q: How would you rate the services provided to staff by the City Attorney's Office?

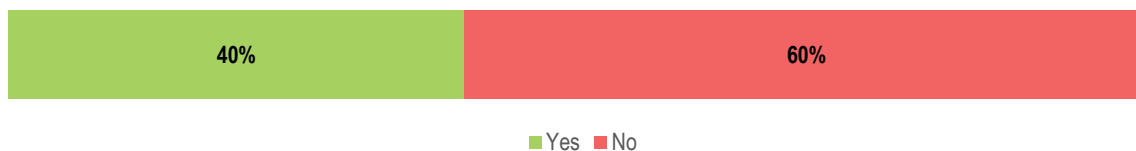


BUSINESS CONTINUITY

The City's Office of Emergency Services has one full-time employee who is responsible for leading and directing the City in prevention, preparation, mitigation, response, and recovery activities focused on mitigating the risks of emergencies, hazards, incidents, and other negative events. As part of this responsibility, the office has been tasked with maintaining and updating the City's Continuity of Operations Plan (COOP), a core component of business continuity planning.

The City was working with a consultant to revise the City's COOP in early 2020, but the project was put on hold as a result of the pandemic. In the absence of this plan, City staff have adjusted to remote operations; however, 60% report that they have not been involved in any continuity of operations activities or training in the last year.

Q: Have you been involved in any type of continuity of operations/government planning activity (work sessions, training, documentation, etc.) at the City in the last year?



Only half of employees reported feeling extremely or very prepared to respond to an emergency occurring, which suggests that employees are at greater levels of risk in the event of a negative incident.

Q: How prepared do you feel to respond to or handle an emergency within your department or office?

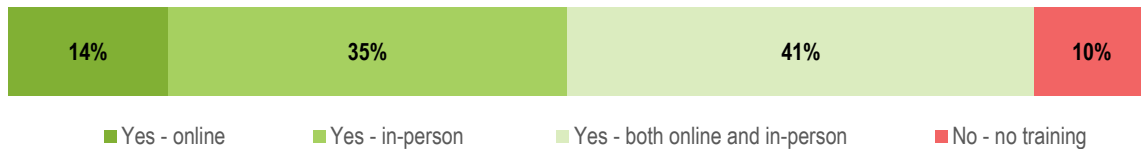




EMPLOYEE SAFETY

Most employees (90%) report that they have received training related to emergency preparedness within the last year. This training is imperative to ensure that employees are aware of the appropriate course of action to take in the event of different types of emergencies.

Q: Have you received training focused on emergency preparedness provided by the City within the last year?

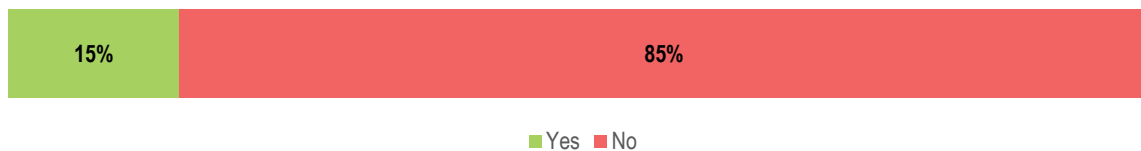


However, employees reported concerns about the safety of employees within City Hall in the event of an earthquake. As noted previously, City Hall continues to be placed on the City's CIP list, but has not yet been prioritized for funding due to shifting priorities at the Council level.

Q: How would you rate the overall level of physical security within the facility and/or location in which you work?



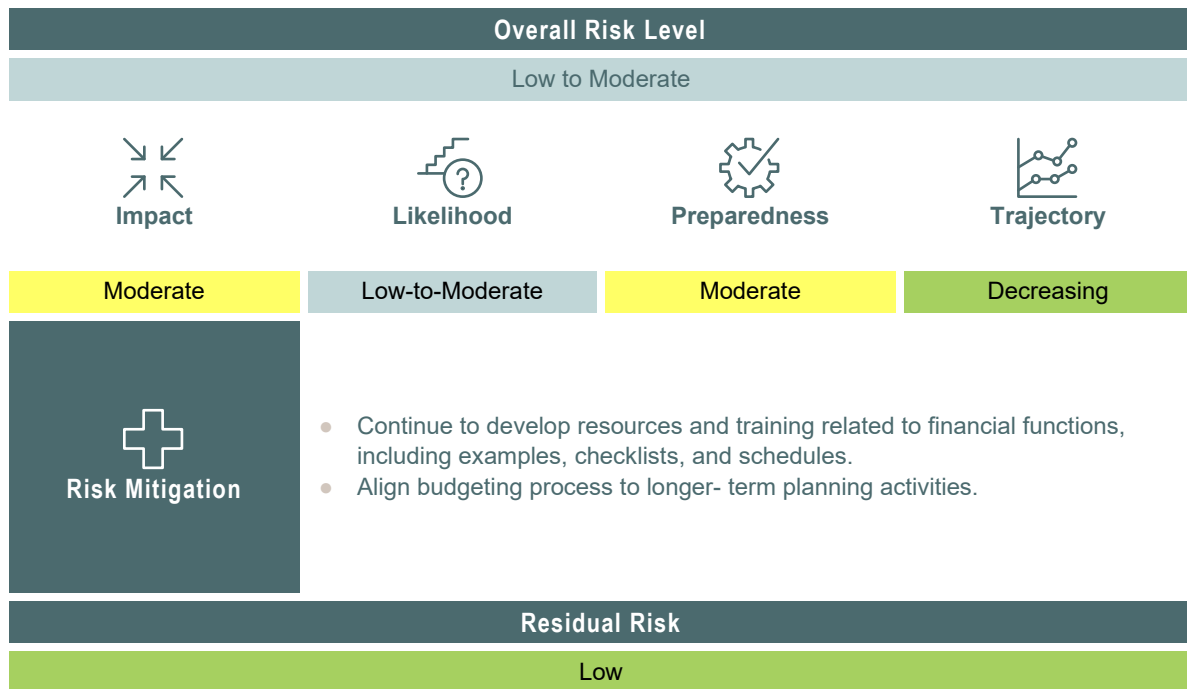
Q: In the last two years, have you experienced an incident or time where you've felt physically at risk or unsafe while working at the City?





D. LOW-TO-MODERATE RISK CATEGORIES

Accounting and Finance



Risk Area: Risks associated with fiscal controls, budgeting, ongoing information tracking and management, revenue capture, and transaction processing.

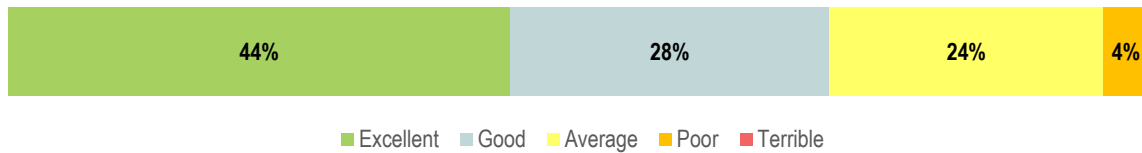
Scope: The role of accounting and financial functions in risk mitigation is focused on recordkeeping and compliance through recording, classifying, summarizing, and reporting financial transactions.

The City's Finance division consists of the Accounting and Business Licenses programs and operates under the Administrative Services department. The division has a total staffing of 7.95 FTEs and is responsible for overseeing all financial accounting and treasury functions for the City. In addition to the Finance division, several finance-related functions are decentralized as a result of the City's past leadership style and organizational structure. A Management Analyst is positioned within each department. This role is meant to serve as the liaison between the department and Finance on financial matters. While most Management Analysts report a collaborative relationship with Finance, some department leadership underutilizes the reporting and analytical capabilities of their assigned Management Analyst. This can result in a disconnect between Finance and department leadership, since Finance is not responsible for conducting reporting or analysis for each department.

Most surveyed employees rated the customer service provided by the Finance division team as either excellent (44%) or good (28%).



Q: How would you rate the quality of the internal customer service provided by the Finance team?



BUDGETING

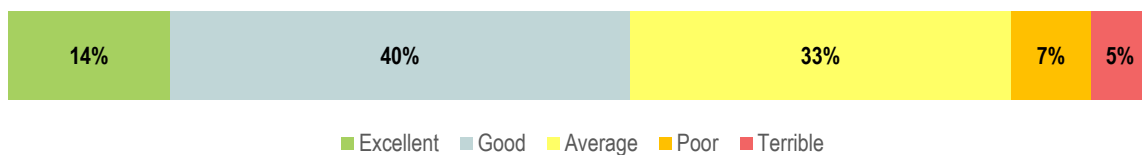
The City's annual budget is prepared on a July 1 to June 30 fiscal year (FY) basis, with ongoing processes throughout the year including budget development, proposals, adoption, monitoring, and amendments. The City has modified its budgeting process in recent years, shifting to a zero-based budgeting process for the FY 2019-20 period. The City had planned to convert to a biennial budget process; however, given the timing and constraints of COVID-19, the City deferred the conversion indefinitely.

Employees report the changes have been primarily positive, though multiple employees expressed that the changes at times felt abrupt, potentially due to the high volume of changes that have occurred. This indicates the City may be at increased risk of inefficiencies and the value-add of changes to the budgeting process not being fully leveraged by the employees. Surveyed employees requested more examples of how to complete budget materials and additional training on the process changes.

Similar to the challenges noted in the **Planning and Strategy** section, budgeting is often conducted in a reactionary manner, rather than proactively done in conjunction with long-term planning activities. This has been exasperated by the impacts of the COVID-19 pandemic, which the City anticipates will result in at least a two-year recession and subsequent declines in revenue.

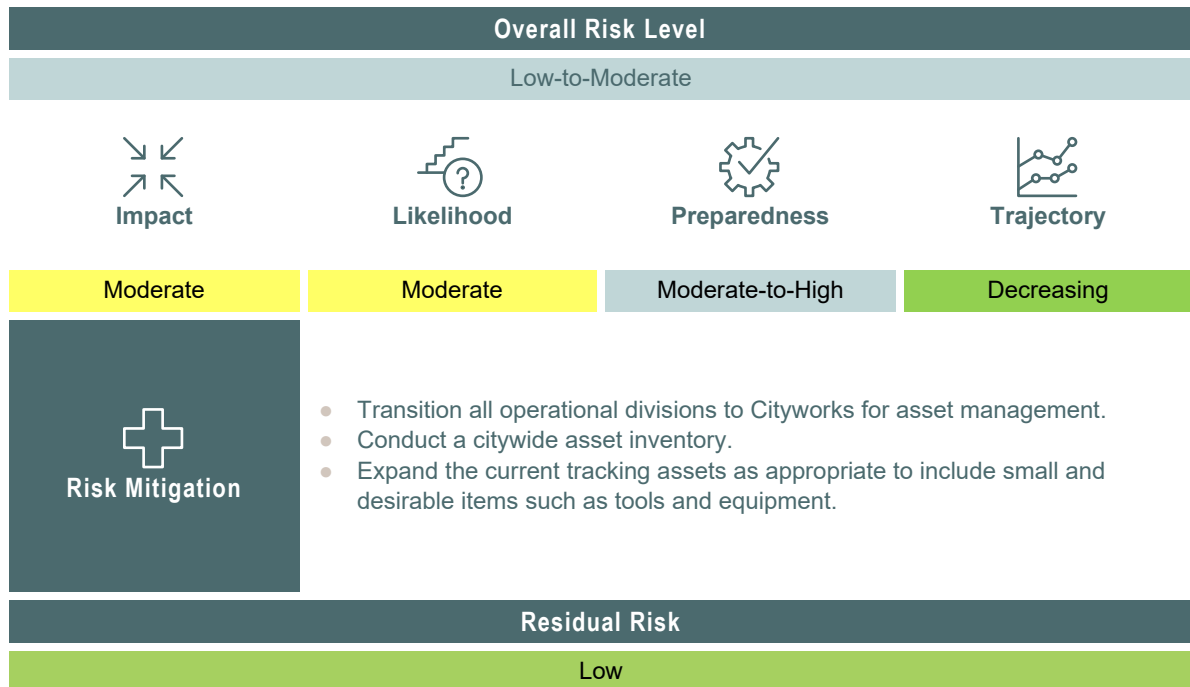
Over half of managers (54%) reported via the survey an excellent or good experience with the City's budgeting process. Multiple staff requested additional training to empower staff to strengthen their budgets and monitor spending.

Q: How would you rate the experience of the City's budgeting process?





Asset Management



Risk Areas: Risks associated with the ongoing maintenance, management, tracking, reporting, accountability, accounting, and physical safeguarding of assets, including the organization's assets used in support of business processes (i.e., facilities/buildings, transportation vehicles, mobile devices, IT equipment, etc.).

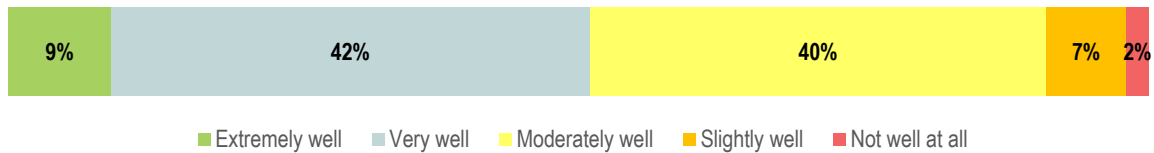
Scope: Asset management includes the supply, deployment, and maintenance of the organization's resources; it includes physical or logical access to data and locations (offices, warehouses, etc.). Asset management is inclusive of the connected strategies, processes, people and technology that make up the foundation of enabling the organization to meet service levels and minimize the overall cost of asset ownership.

Almost all City operational divisions use Cityworks for asset management, based on a GIS-centric approach. The City achieved this by rolling out Cityworks use and implementation over the last 10 years. Since 2016, the City has had a dedicated Asset Management Technician to support asset management activities, liaise with divisions, and provide trainings. However, at least one operational division—Traffic Signals—continues to leverage alternative asset management solutions. Fully leveraging the asset management program across all operational units would decrease the City's risk of compromised asset performance, human error in inventory tracking, and missed asset maintenance.

Employees in multiple departments reported concerns that small items (such as tools/equipment) are being comprehensively and consistently tracked. The City has also not conducted a full asset inventory in at least three years. Monitoring and tracking assets are key functions of asset management, and without a robust approach the City is at increased risk of inefficient management of tools and equipment, as well as increased risk of theft and /loss of City assets.



Q: How well do you feel the assets of the City are tracked and accounted for?

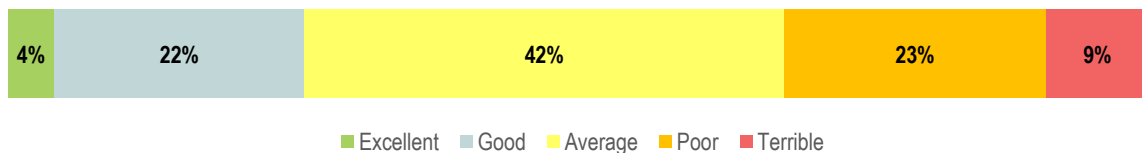


As the City continues to add programs and assets, it will be increasingly important to leverage the existing systems and integrate as possible. For example, the carpool and bike fleet services may be strengthened by being more integrated into the fleet system.

FACILITY CONDITIONS

The City conducted and documented the results of a comprehensive facility condition and use efficiency assessment in 2018. The goal of this assessment was to provide the City with a long-range planning tool by identifying the investments needed to keep facilities maintained and functioning adequately. In the Condition Facility Report, most of the 46 facilities assessed were rated between two and three on a scale of one (critical repairs needed) to five (excellent condition), with some exceptions on either end. The assessment also identified space shortages, including a significant shortage at City Hall and the Senior Center.

Q: How would you rate the condition of the facilities (buildings) used by the City?



The same assessment reported that previous engineering studies have indicated that City Hall's structure is deficient in seismic force resistance. As noted in the External Environment section, Cupertino is in a seismically active region with several active earthquake faults. One of the longest and most active faults in the world, the San Andreas fault, crosses the western portion of the City.



Management and Leadership



Risk Areas: Risks associated with organizational leadership, management practices, leadership strategic activities, and operating styles.

Scope: Management's philosophy and operating style affect the way an organization is managed, including the kinds of risks accepted. The attitude and daily operating style of top management affect the extent to which actions are aligned with risk philosophy and appetite.

A collaborative management team that can communicate and make decisions through an enterprise leadership lens is a critical component to operational effectiveness. Staff report that the City's leadership collaboration has improved greatly over the last year or two and attribute this improvement to the leadership style of the City Manager. At the end of 2019, the City Manager arranged a leadership retreat for Department Directors, which began to break down historical siloes among operations. Additional opportunities to improve enterprise decision-making remains.

Many of the employees in leadership positions across the City are relatively new to their roles, which provides an opportunity to enhance enterprise decision-making. Overall, leaders reported being very supportive of one another and open to opportunities for collaboration which was reflected in survey responses that fully reported that the senior leadership team works at least moderately well together. However, the focus on enterprise decision-making represents a cultural shift in the way the City has historically operated and will take time to be fully realized.

The following positions have either been filled recently or will need to be filled within approximately the next year:

- CIP Manager
- City Manager



- Assistant City Manager
- HR Manager
- Parks & Recreation Director
- Asst. Parks & Recreation Director
- Parks Manager

In order to support new City leaders, the City offers supervisory and managerial training. Based on survey results, this training may benefit from a revision. Less than half (41%) of respondents reported that the management training they have received was either excellent or good. Management training is imperative to succession planning and strong leadership that supports the City's values and workplace culture effectively.

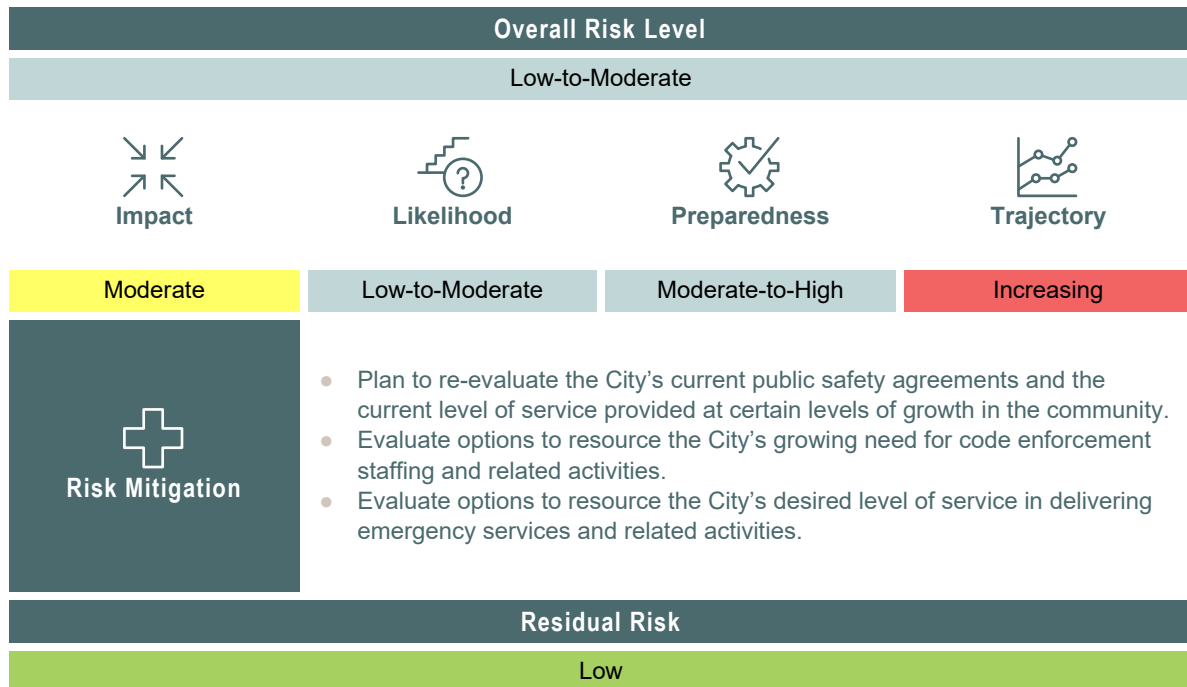
Q: How well do you feel that the senior leadership team at the City works together?



During interviews and as reported in survey responses, internal communication was noted to be inconsistent across departments. In particular, there is a perception that a knowledge gap exists between what is shared at the director level and what is communicated to staff. This is exacerbated by a lack of positions focused on internal communications. Almost one-third (29%) of surveyed staff reported that the quality of leadership communication was either poor or terrible, with employees in the Public Works and Parks and Recreation departments giving the lowest ratings. This suggests that opportunities for improvement in communication exist within these departments.



Public Safety and Security



Risk Areas: Risks associated with public safety services, including level of services, funding, and community issues.

Scope: Public safety includes emergency services such as law enforcement, fire, dispatch, and community disaster response programs.

PUBLIC SAFETY

Cupertino contracts both its Police and Fire services with Santa Clara County, which is a somewhat unique operating model. The Santa Clara Sheriff's Office and Fire Department both assign a primary contact for the City to oversee operations within city limits. One benefit of the regional approach to police and fire services is the ability for the County to redistribute resources as needed on an ongoing basis. For example, if a significant event occurs in Cupertino, regional resources can be dispatched to the scene and vice versa. Both the Sheriff's Office and Fire Department report a close relationship with the City, in particular with the City Manager and Emergency Services Coordinator. While services appear to be sufficient for the current population within the City, with additional development and changes in the City's transient population levels, additional levels of service are likely to be required to maintain public safety.

The table below reflects the number of reported property and violent crimes in the City over the last three years. Since 2019, violent crime has dropped by 28.6%, but property crimes have increased by approximately 5%. Overall, levels of crime appear low relative to other communities in the region.



	PROPERTY CRIMES REPORTED	VIOLENT CRIMES REPORTED
2017	970	77
2018	956	72
2019	1,018	55
Percent Change	+4.9%	-28.6%

Source: FBI UCR Data 2019

In the employee survey, levels of the sense of safety were reported as good or excellent by 86% of survey respondents, which aligns with the reported crime data.

Q: How would you rate the overall feeling of safety in the community?



The Santa Clara County Fire Department noted the impact of traffic on response times, which may present a need to build another fire station in the future to access emergency situations in a timely manner. Additionally, there continues to be an elevated risk associated with wildfire season lasting longer and intensifying in the local area, particularly the foothills of the City. Department representatives also noted the impact of transient populations on call volume and fire risk, which could impact future service delivery needs.

Q: How would you rate the effectiveness of the public safety services delivered to the City?



CODE ENFORCEMENT

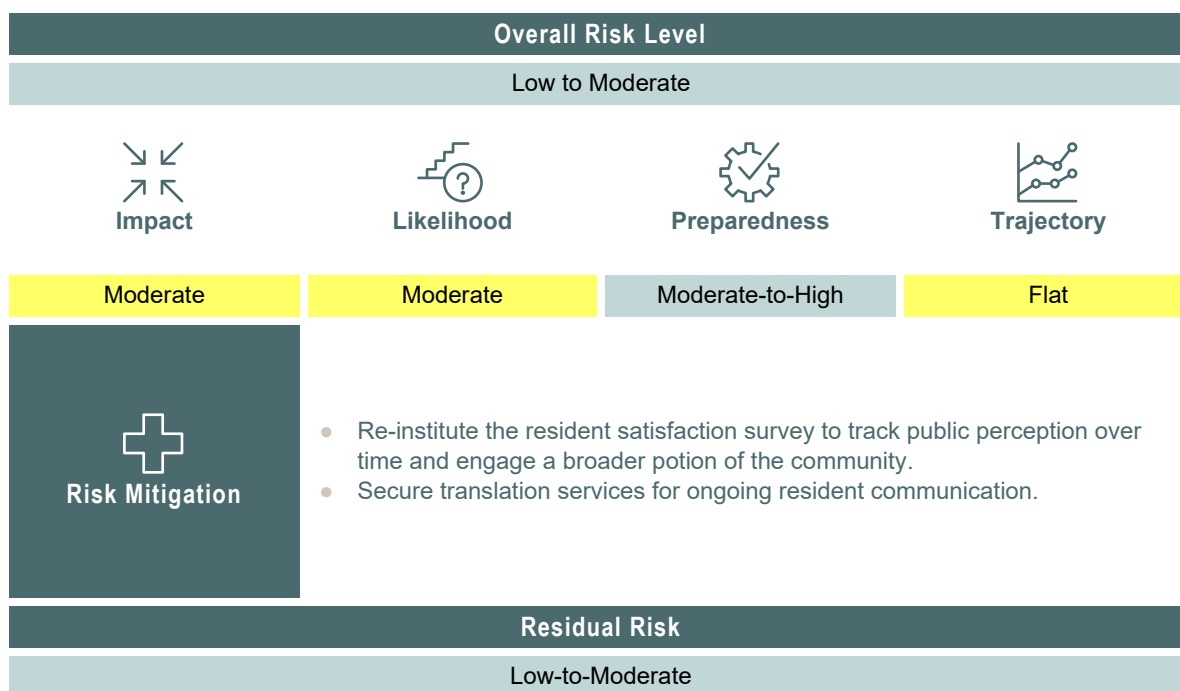
The City employs 3.5 FTE Code Enforcement Officers who enforce non-emergency and preventative life-safety issues around zoning, building, housing, and fire code compliance. Code enforcement functions serve a critical role and are responsible for supporting the health, safety, and economic well-being of the community. Staff report that this function is under-staffed and unable to adequately address all necessary concerns. However, jurisdictional issues can also prevent code enforcement from acting on citizen complaints. Therefore, these responsibilities should be clarified, and response expectations established prior to adding resources into this function.



EMERGENCY RESPONSE

The City's Office of Emergency Services consists of one full-time employee. The office is responsible for coordinating emergency response and recovery efforts, including running volunteer responder programs and community response training. The City runs a Community Emergency Response Team (CERT) program, which is sponsored by the Federal Emergency Management Agency (FEMA). The office is also responsible for maintaining, reviewing, and updating the City's Emergency Operations Plan (EOP), which was last published in June 2019. While the City has made significant progress in addressing its emergency operations, the City will likely need to identify additional resources to support the Office of Emergency Services. One full-time employee is likely insufficient to meet the rising demands, highlighted in part because of the role the City government continues to play during the COVID-19 pandemic.

Reputation and Public Perception



Risk Areas: Risks associated with the organization's reputation and the public's perception of the organization, including its competency (financial performance, safety and security, responsiveness), transparency (openness and integrity), and guardianship (demonstrating care and consideration).

Scope: The reputation of an organization refers to how a broad group of stakeholders perceive the accumulated decisions, actions, and behaviors of the people within an organization. This social judgement is influenced both directly and indirectly by interactions with employees, with programs and services, and by commentary in the public domain (e.g., news stores, press release, social media).

As a local government entity, the City's reputation and relationship with its residents is the heart of its success. The operations of a local government like the City are complex and multi-faceted and impact the lives of residents, either directly or indirectly, every single day. In general, staff report that the City has built a positive relationship with members of the public. However, some distrust may exist due to



the embezzlement discovered in 2018, the City Manager turnover, and issues with the prior City Attorney. The City's communication team proactively responded to these issues to the extent possible and reports ongoing strengthening of its function in collaboration with City leadership.

Most survey respondents (74%) reported that the City has a good or excellent reputation within the community, despite also reporting mistrust between staff and the Council. In both interviews and survey responses, employees noted that the City strives to be highly responsive to community needs and operate as transparently as possible. For example, the City website has an Open Government Portal that provides residents with direct access to meeting minutes and various City records. Almost half (47%) of survey respondents reported nearly daily interactions with members of the community. Only 3% of respondents reported that the City was not sufficiently responsive to citizen feedback, with nearly half (48%) reporting that levels of responsiveness were too high. In interviews, staff noted high levels of responsiveness to citizens who were active in voicing their concerns to Council members and City employees, which may also skew community engagement.

Q: How responsive is the City to resident feedback?



Similar to other cities, Cupertino staff report that it struggles to balance its response to the loud voices of a few over the quiet voices of the many in its community. A primary way that cities seek to engage and solicit feedback from their broader communities is through resident satisfaction surveys. Historically, the City conducted resident satisfaction surveys on an annual basis; however, a survey has not been conducted since 2017. Without this tool to reach citizens who do not actively attend Council meetings or participate in other forms of ongoing community engagement, these voices can be lost in the larger community discussion.

Another complexity to Cupertino's community engagement and communication paradigm is the number of citizens who do not speak English or speak English as a second language. The City has not yet defined what documents should be translated into other primary local languages, such as Hindi and Mandarin, and currently relies on bilingual employees rather than a translation service to perform this additional work. Given the large number of citizens who require translation services, the City should ensure that important documents are translated and consider securing contracted translation services on an ongoing basis. Items such as budget-at-a-glance, strategic plans, meeting invitations, and the resident survey, at a minimum, should be translated into both Hindi and Mandarin to support engagement within those communities.

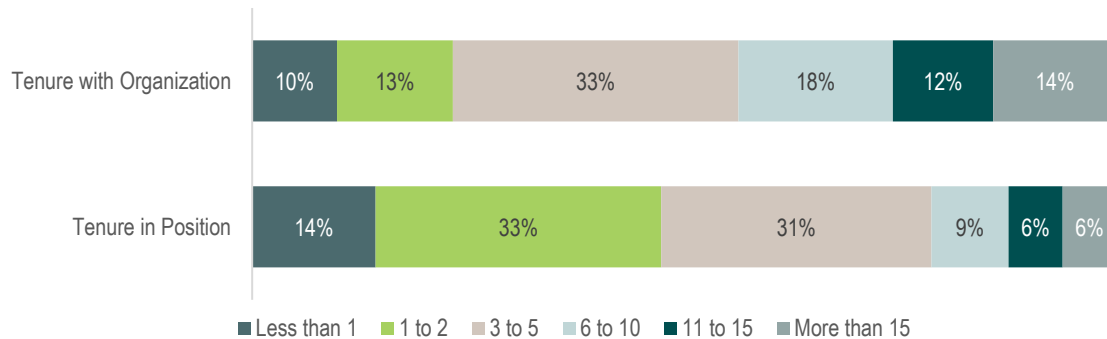


IV. EMPLOYEE SURVEY RESULTS

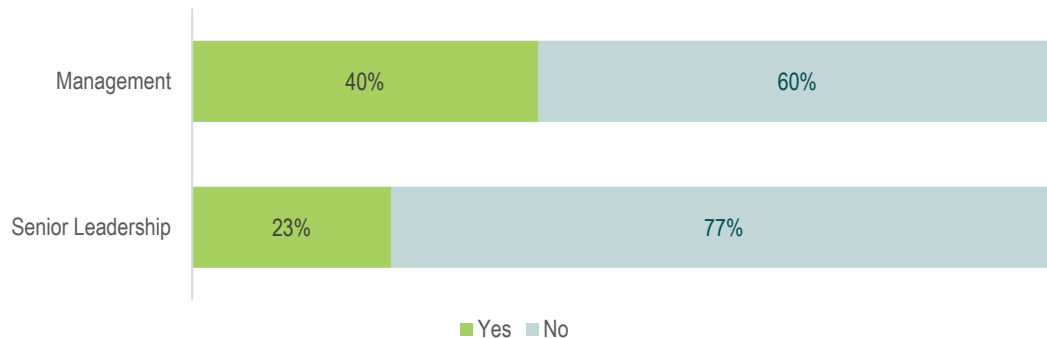
Distribution of a risk assessment questionnaire was sent out to City employees, and was open for submission from September 23 through October 1. Out of the 245 employees invited to take the survey, 112 individuals submitted either full or partial responses to the survey (a participation rate of 45.7%).

A. SURVEY RESPONDENT PROFILE

YEARS OF TENURE



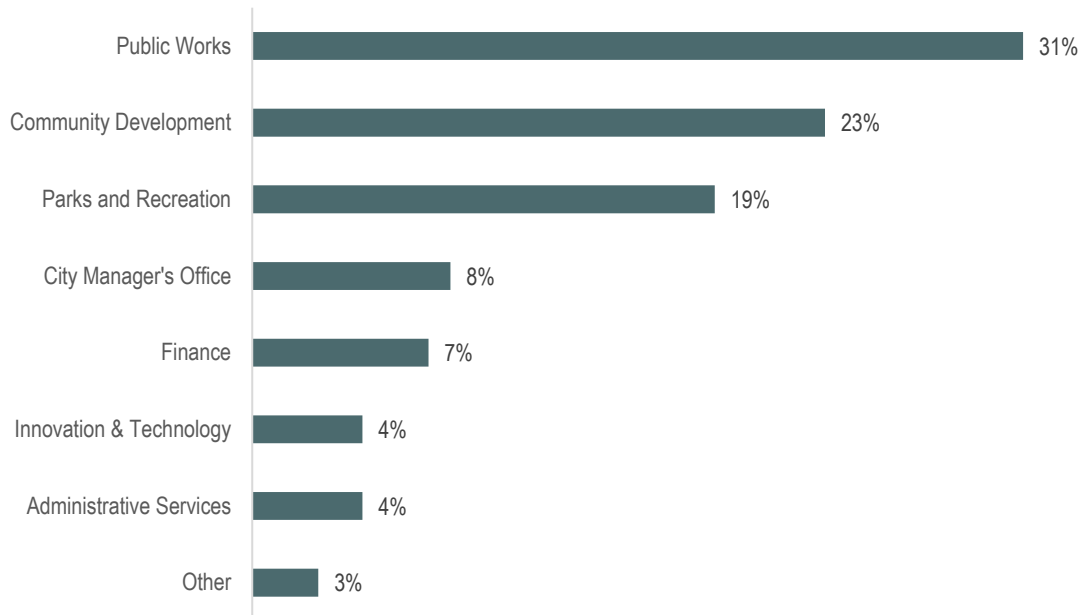
EMPLOYEE LEVEL¹



¹ Only management-level employees were asked to rate overall level of risk for each category.

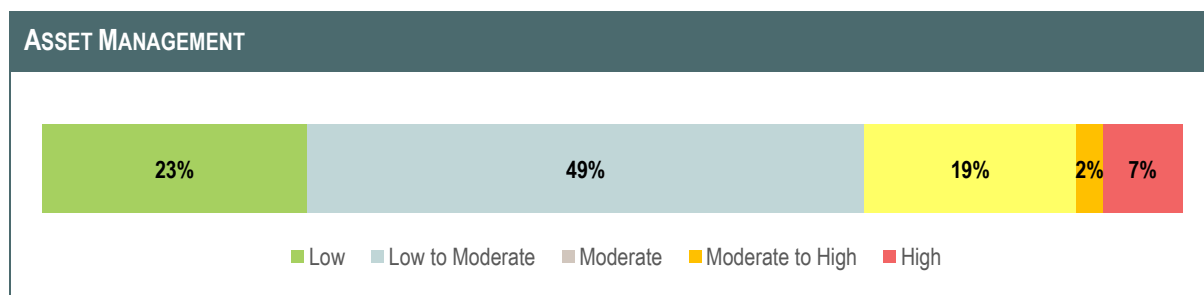
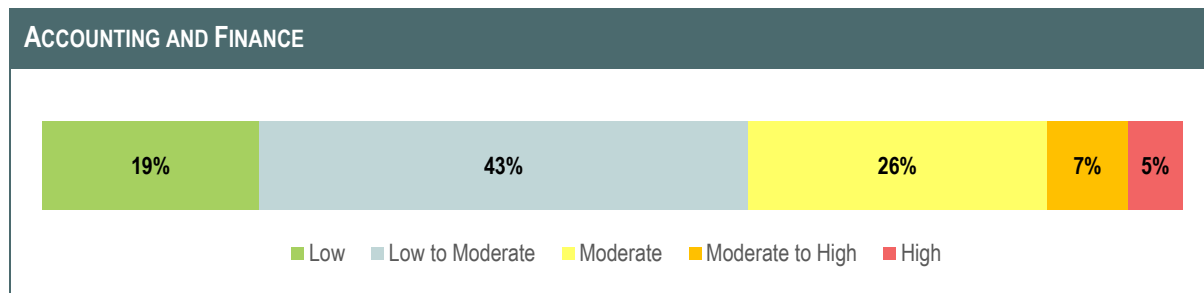


DEPARTMENT



B. RISK CATEGORY RATINGS

HOW WOULD YOU RATE THE ORGANIZATION'S LEVEL OF OVERALL RISK?





CAPITAL IMPROVEMENT PROGRAM



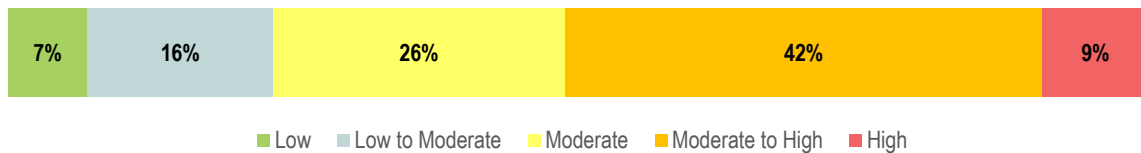
COMPLIANCE AND FINANCIAL REPORTING



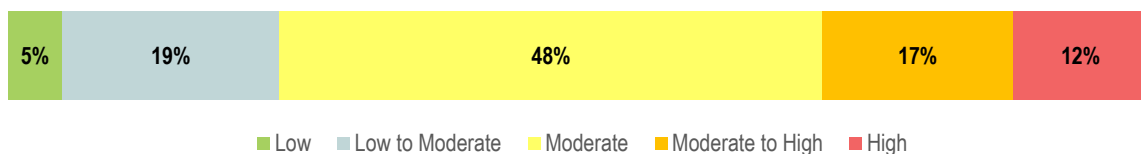
ETHICS AND FRAUD, WASTE, ABUSE



EXTERNAL ENVIRONMENT

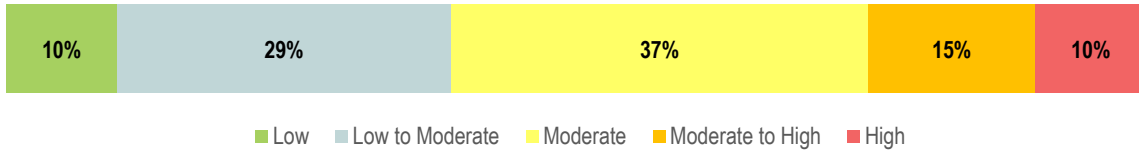


FUNDING AND ECONOMICS

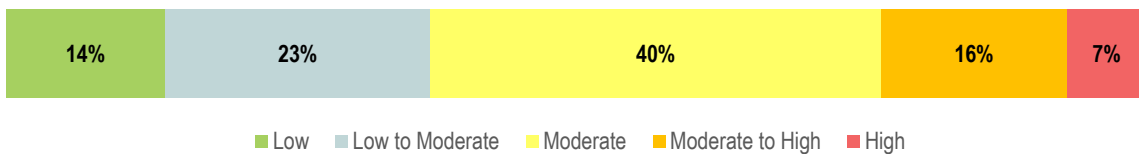




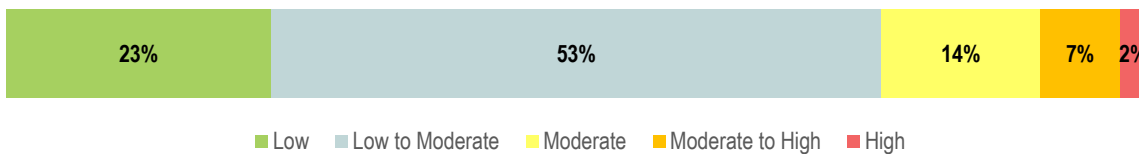
GOVERNANCE



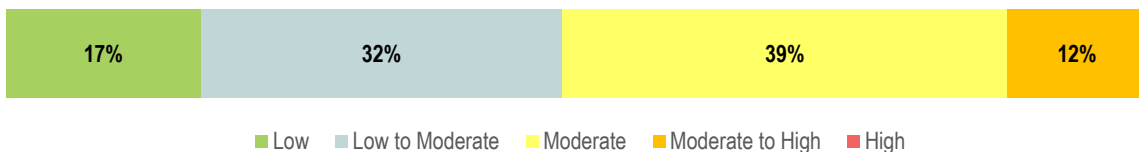
HUMAN CAPITAL AND RESOURCES



INFORMATION SYSTEMS AND TECHNOLOGY

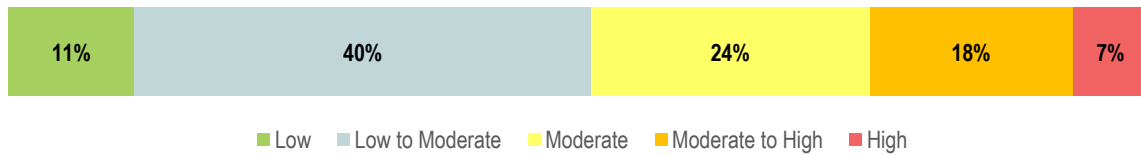


INTERNAL CONTROLS

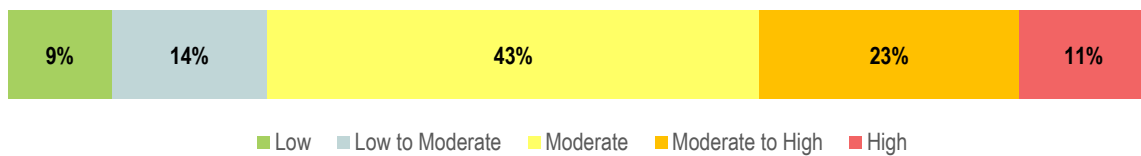




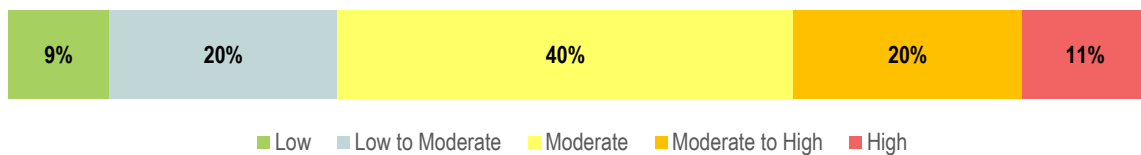
MANAGEMENT AND LEADERSHIP



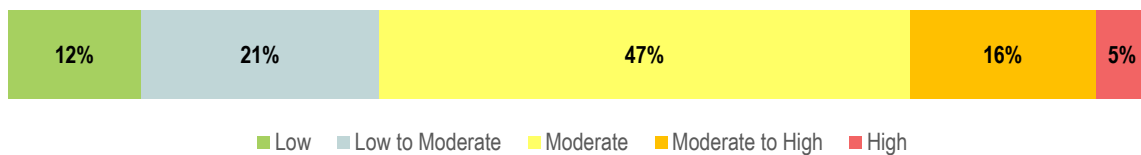
OPERATIONS AND SERVICE DELIVERY



ORGANIZATION AND STAFFING



PLANNING AND STRATEGY

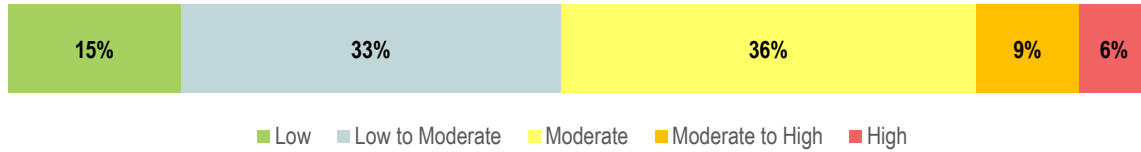


POLICIES, PROCEDURES, AND PROCESSES

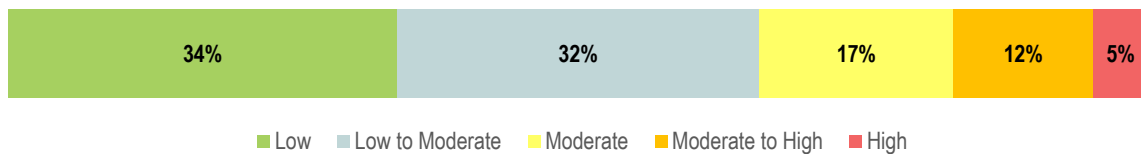




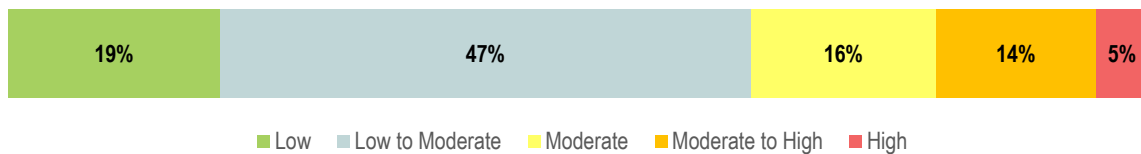
PROCUREMENT



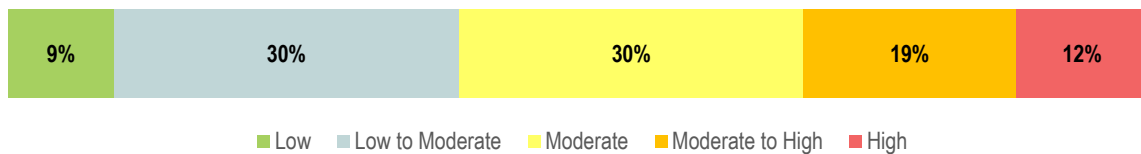
PUBLIC SAFETY



REPUTATION AND PUBLIC PERCEPTION



RISK PROGRAMS





MOSSADAMS



CITY OF CUPERTINO

Agenda Item

21-9448

Agenda Date: 7/20/2021
Agenda #: 27.

Subject: Receive 2021 Drought Condition Information and Update on the City's Ongoing Water Conservation Measures for City Operations; Provide Input to Staff on Potential Further Water Conservation Measures.

Receive the Staff Presentation on the County's Drought Conditions and Provide Any Input.



PUBLIC WORKS DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: July 20, 2021

Subject

Receive 2021 Drought Condition Information and Update on the City's Ongoing Water Conservation Measures for City Operations; Provide Input to Staff on Potential Further Water Conservation Measures.

Recommended Action

Receive the Staff Presentation on the County's Drought Conditions and Provide Any Input.

Background

The State of California, including Santa Clara County (County) is in its second consecutive year of a drought. The June 2021 U.S. Drought Monitor reports that most of the County is now in a situation of "Extreme" drought. The year 2021 is the third driest year on record and the driest since 1977. In addition, the combination of 2020 and 2021 were the second driest back-to-back years on record. Local watershed runoff in the County has been substantially limited since 2020 due to extremely dry conditions. As a result, Santa Clara Valley Water District's (Valley Water) current local surface water storage is at 26 percent of the 20-year average as of June 2021.

In addition to the low reservoir storage and imported water allocations, Valley Water is impacted by the unavailability of Anderson Reservoir as a surface water storage facility for the duration of the Anderson Dam Seismic Retrofit Project, which is expected to last 10 years. Anderson Reservoir was drained in 2020 for public health and safety reasons, as ordered by the Federal Energy Regulatory Commission. Anderson Reservoir is Valley Water's largest surface water reservoir and holds more than all of Valley Water's other nine surface water reservoirs combined.

The availability of Coyote Reservoir, Valley Water's second largest reservoir, is also limited because of the California Department of Water Resources, Division of Safety of Dams storage limits. The unavailability of Anderson Reservoir and limited availability of Coyote Reservoir significantly limits Valley Water's ability to store water locally for groundwater recharge and use at Valley Water's three water treatment plants.

Half of the County's water supply comes from outside the County, and with Sierra Nevada snowpack at a zero percent, a significant reduction in the amount of imported water will be received this year. Valley Water is addressing this by working to withdraw previously banked supplies and by purchasing emergency water from partners outside the County.

Groundwater storage is currently within normal levels but may drop rapidly due to limited recharge and increased pumping due to drought conditions. Using groundwater as a majority supply is an option, however, it would greatly increase the risk of land subsidence in northern Santa Clara County and could cause salt-water intrusion into the aquifer.

On June 9, 2021, Valley Water held a special meeting to discuss the drought condition. They considered a resolution declaring a water shortage emergency condition within the County and a call for retailers to achieve a water use reduction target equal to 15 percent of 2019 water use (33 percent of 2013 water use). The resolution passed unanimously.

Some agencies within the County operate their own water system and others do not and instead rely on water retailers via the California Public Utility Commission (CPUC) to provide the services. Therefore, water retailers serving the agencies impose water conservation measures and enforcement actions to their water customers if the customers do not comply with the restrictions. With this recommended action in place, water retailers providing service in Cupertino, San Jose Water and California Water Services, have submitted filings to the CPUC outlining how they propose to meet this 15 percent reduction. City staff is continuously coordinating with the water retailers to obtain information on how they propose to meet the reduction goal and to encourage San Jose Water and California Water Services to coordinate their water usage tiers, surcharges and enforcement for all water users in the City.

Discussion

City Operations

The City has a long history of conserving water across its operations, leading by example through its practices, and encouraging businesses, residents and schools to do the same. During the 2015 drought, to achieve the 30 percent of 2013 water use reduction target set by the Valley Water and the targets placed by the California Regional Water Quality Control Board upon the City's two water retailers, staff developed and implemented water conservation restriction measures for City operations and made amendments to the Municipal Code Chapter 15.32 to allow Council to adopt water use restrictions and to allow Public Works to implement water conservation measures at City facilities. Through City's actions, the City was able to achieve a cumulative savings that is 31 percent below the 2013 consumption baseline, thereby achieving conservation targets.

The City will take similar steps during this drought to achieve the 15 percent savings goal. Based on the current restrictions imposed by Valley Water, City Municipal Operations are currently at Stage 4 of water conservation measures (Attachment A), which means the City will follow the guidelines such as:

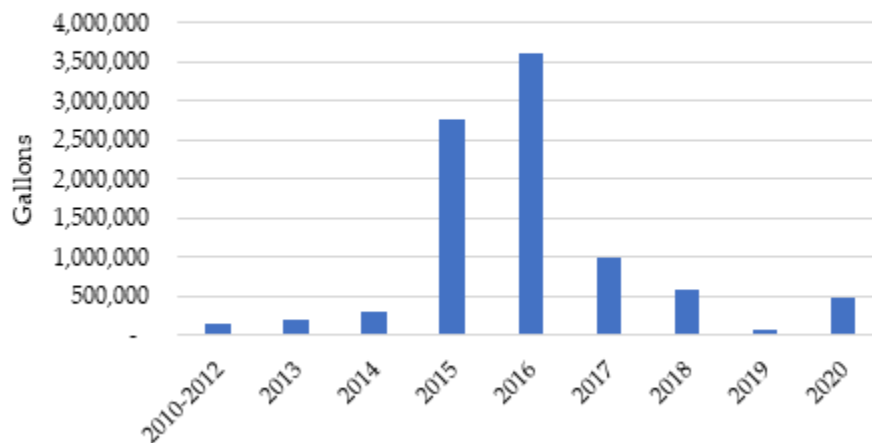
- Reduce water programming for all outside irrigation for trees/shrubs, having them be at a minimum according to the conservation amount.
- No watering of turf used passively.
- Limited watering (consistent with two days/week watering or similar) of turf areas used intermittently at City permitted events.
- A minimum of 20 percent reduced watering of turf areas by City or school recreation events.
- No filling of ponds at Memorial Park.
- No operation of the interactive fountain at Community Hall.
- No water used to clean asphalt areas/sidewalks/plaza areas.
- Water used for street sweeping to be minimized while complying with Santa Clara Valley Air Board requirements.

Community Water Conservation

In addition to the implementation of water conservation measures during the 2015 drought, the City also provided additional incentives to residents that participated in the landscape rebate program. Valley Water offered a \$1 per square foot of landscape that is converted to be drought tolerant through the program. Starting from 2015, the City offered an additional \$1 to the rebate for Cupertino residents and businesses. From 2010 through 2020, there were a total of 339 rebates processed with 457,569 square feet of landscape converted to drought-tolerant plantings. These projects resulted in permanent conservation of approximately 9.2 million gallons of water every year. As shown in the following table, the number of residents and businesses participating in the landscape conversion program increased during 2015 and 2016.

Currently, the City partners with Valley Water to offer residents water conservation incentives, such as the Graywater Laundry to Landscape Rebate, the Rainwater Capture Rebate, and the Landscape Rebate Program as described above which also includes incentives for efficient irrigation. Beginning July 1st, Valley Water increased the maximum rebate to \$3,000 for residential sites and Landscape Conversion Rebates have been raised to \$2.00 per sq ft, increasing the total incentive to \$3.00 per sq ft in Cupertino. The rebate cap for Commercial and large multi-Family sites (5 or more units) was also recently increased from \$20,000 to \$50,000. Just as promotions and increasing the value of incentives drove more participation in water conservation projects during the 2015-2017 time frame, the City expects that these recent changes by Valley Water will drive additional interest and activity in this space.

**Estimated Annual Water Savings from
Landscape Rebate Program in Cupertino**



Cupertino Participation in SCVWD Landscape Rebate Program			
Year	# Rebates	Sq. Feet Converted	Est. Annual Savings (gallons)*
2010-2012	5	7,196	143,920
2013	8	9,933	198,660
2014	16	15,585	311,700
2015	106	138,121	2,762,420
2016	114	180,400	3,608,000
2017	37	49,525	990,500
2018	27	28,834	576,680
2019	6	3,800	76,000
2020	20	24,075	481,500

*Based on an estimate of 20 gallons per square foot of lawn conversion

The City has been innovating new ways to increase participation in water conservation throughout the community. The Climate Victory Gardens¹ is one such innovation which is unique in Cupertino that was initiated by Council in the FY 2019-2020 City Work Program to reduce barriers for residents to elect water-wise turf conversions and access incentive funds. The pilot program offers a concierge service for Cupertino residents to receive technical support to convert their front lawns to drought tolerant options, including support for landscape design, installation, and rebate processing. The program was funded at \$100,000 to support 40 sites assessments and 20 designed projects. So far, the program has successfully converted 8 sites and has another 15 sites in the pipeline. If all sites in the pilot are completed as planned, the program will result in 33,295 square feet of converted landscapes, three new laundry greywater systems, and an estimated 665,900 gallons saved annually, for a total program cost of approximately \$3/square foot served. The program currently has a waitlist of 44 sites that will not be served under the current pilot program due to limited funding.

The City is also launching an education campaign to help residents and businesses conserve water throughout Cupertino. This campaign will consist of actively promoting short-term conservation measures through the City website, a social media campaign, and live data dashboards.

Water Retailers

City staff has been in discussion with both water retailers, San Jose Water and California Water Services, regarding the drought restrictions in their perspective agency. Currently, San Jose Water and California Water Service has implemented Stage 3 and State 1, respectively, of their water shortage contingency plan. Like the drought in 2015, the current restrictions center on outdoor water usage which typically accounts for majority of the residential customer's consumption. However, the restriction measures can escalate over time such as drought surcharges and enforcement actions if the drought worsens.

The water retailers and Valley Water are emphasizing quick and effective ways to reduce water in the short term, providing conservation tips and promoting rebates/incentive to residents which can be accessed through the retailer's websites. All residents/businesses shall be conscientious about the drought and are encouraged to always conserve and use water wisely. More permanent measures such as landscape conversions are also encouraged to conserve water to meet future water demands for consumption and fire protection.

Online Resources

Water conservation information can be found through the following websites:

City of Cupertino

<https://www.cupertino.org/our-city/departments/environment-sustainability/water/water-conservation>

Valley Water

<https://www.valleywater.org/water-conservation-programs>

San Jose Water Company

<https://www.sjwater.com/drought>

<https://www.sjwater.com/conservation>

<https://www.sjwater.com/customer-care/help-information/rebates-incentives>

California Water Service

<https://www.calwater.com/conservation/drought/>

<https://www.calwater.com/conservation/resources/>
<https://www.calwater.com/conservation-rebates/>

Next Steps

The following items will be undertaken by the City:

- Outreach to the community regarding the call to reduce water consumption and to advise on what drought restrictions are likely to occur.
- Continue to coordinate with San Jose Water and California Water Service and obtain information on how they propose to meet the current 15 percent of 2019 water use (33 percent of 2013 water use) reduction target and any future water restrictions.
- Determine how the new drought restrictions affect water use at different City facilities and parks as they emerge.

Sustainability Impact

Actions taken to conserve water across the City's municipal portfolio directly implement Cupertino's Climate Action Plan Measure M-F-7: Conserve Water through Efficient Landscaping and enable the City to advance its emissions reduction goals arising from onsite water use. Further, these visible actions showcase the City's commitment to protecting this diminishing limited resource with the goal of spurring similar water conservation action across the community, above and beyond minimum requirements.

Fiscal Impact

Staff will monitor water use and expenses and will provide a report in future drought updates. During the 2015 drought, the City browned out several landscaped areas to conserve water. Those areas have remained through the present and no additional damage to our facilities is anticipated.

Prepared by: Jimmy Tan, Assistant Director of Public Works

Reviewed by: Roger Lee, Director of Public Works

Approved for Submission by: Dianne Thompson, Acting City Manager

Attachments:

A – City of Cupertino Water Conservation Restriction Measures for City Operations

B – City Council Resolution Nos. 15-056 and 15-057

C – Valley Water Resolution 21-68

D – California Water Service Rule 14.1 Restrictions

E – San Jose Water Advice Letter 563



WATER CONSERVATION RESTRICTION MEASURES FOR CITY OPERATIONS

PUBLIC WORKS DEPARTMENT

TIMM BORDEN, DIRECTOR OF PUBLIC WORKS

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

RESTRICTION MEASURE PURPOSE

Collective impacts of drought, climate change, increased population demands, and potential natural disasters require the conservation and efficient use of water. The purpose of these measures are to conserve and efficiently use water at all City owned facilities while maintaining safe conditions for employees and the public.

Improvement of City owned facilities to reduce water use, other than those typical for normal operation or maintenance, are not covered in these measures.

RESTRICTION MEASURES

At all times the use of water at City facilities is to be as efficient as practically possible. During periods of drought, water conservation procedures will be followed at all City facilities. Wasting of water is to be avoided at all times of the year.

Annually, every City facility* is to have water use quantified in volume and dollars as follows:

- Amount of water use for buildings
- Amount of water use for landscape shrubs and/or trees
- Amount of water use for turf utilized by recreation programmed by the City or Cupertino Unified School District
- Amount of water use for turf utilized by permitted City events
- Amount of water use for remaining turf
- Amount of water used in ponds and/or fountains

**Metering of water at City facilities may or may not be separate for each identified water use. When one meter services several uses, amounts of individual water use is to be interpolated.*

Annually, water used for City operation shall be analyzed cumulatively and separately for each facility. Comparisons will be made to prior years.

Facilities included are:

1. Blackberry Golf Course
2. Canyon Oaks Park
3. Collins Elementary School / Portal Park
4. Creekside Park
5. Eaton Elementary School
6. Faria Elementary School
7. Franco Park
8. Garden Gate Elementary School
9. Hoover Park
10. Hyde Middle School
11. Jollyman Park

12. Kennedy Middle School
13. Library Field / Civic Center
14. Lincoln Elementary School
15. Linda Vista Park
16. McClellan Ranch Community Gardens
17. Memorial Park / Quinlan Community Center
18. Monta Vista Recreation Center
19. Oak Valley Park
20. Regnart Elementary School
21. Sommerset Square Park
22. Stevens Creek Elementary School / Varian Park
23. Sterling Barnhart Park
24. Three Oaks Park
25. Wilson Park

Attachment A to these measures shall identify each of the above facilities with an aerial site plan prepared and annually updated as site conditions change. Each site plan shall indicate:

- Area of all existing turf
- Area of existing turf intermittently used by City permitted events
- Area of existing turf programmed by for City or school recreation events

When conservation measures are implemented and it is likely that the public is impacted by the measures, educational signage shall be erected at every facility.

PROCEDURES

Drought conservation measures may be required individually or collectively by the State, Santa Clara Valley Water District (SCVWD), San Jose Water Company (SJWC) or California Water Service Company (CWSC). Water conservation measures recommended or mandated by SCVWD shall be followed for all City operations. If State requirements, specific to the Cupertino area, are more onerous than SCVWD measures, then State requirements shall be followed for all City operations. Water conservation rules, as implemented by either SJWC or CWSC and in support of either State and/or SCVWD requirements, shall be followed. Due to the limited area of the City serviced by CWSC, the rules implemented by SJWC shall be applied City-wide unless otherwise prohibited.

The description and action to be taken for various stages of drought are as follows:

Stage #	Condition	Action
1	No drought conservation measures required.	None
2	Reduction < 10% *	Reduce water programming of all outside irrigation by a minimum of the conservation amount.
3	10% < Reduction < 20%	<ul style="list-style-type: none"> • Reduce water programming of all outside irrigation by a minimum of the conservation amount.

		<ul style="list-style-type: none"> • No filling of ponds at Memorial Park. • Reduce operational hours of interactive fountain at Community Hall from 10AM – 8PM to Noon – 6PM. • Water used to clean asphalt areas / sidewalks / plaza areas to be minimized and follow stormwater requirements.
4	20% < Reduction < 40%	<ul style="list-style-type: none"> • Reduce water programming of all outside irrigation for trees / shrubs by a minimum of the conservation amount. <ul style="list-style-type: none"> • Large and/or desirable species to have priority over less desirable species • No watering of turf used passively. • Limited watering (consistent with 2 days / week watering or similar) of turf areas used intermittently by City permitted events. • A minimum of 20% reduced watering of turf areas programmed by City or school recreation events. <p>Each facility will be managed in accordance with the areas defined in Attachment A.</p> <ul style="list-style-type: none"> • No filling of ponds at Memorial Park. • No operation of the interactive fountain at Community Hall. • No water used to clean

		<p>asphalt areas / sidewalks / plaza areas.</p> <ul style="list-style-type: none"> • Water used for street sweeping to be minimized while complying with Santa Clara Valley Air Board requirements.
5	Reduction > 40%	<ul style="list-style-type: none"> • Reduce water programming of all outside irrigation for trees / shrubs by a minimum of the conservation amount. <ul style="list-style-type: none"> • Large and/or desirable species to have priority over less desirable species • No watering of turf unless required to maintain safe conditions. • No filling of ponds at Memorial Park. • No operational of the interactive fountain at Community Hall. • No water used to clean asphalt areas / streets / sidewalks / plaza areas. • Water used for street sweeping to be minimized while complying with Santa Clara Valley Air Board requirements.

*All reduction percentages are relative to water consumption in 2013.

Blackberry Farm Golf Course (BBGGC) and McClellan Ranch Community Gardens (MRCG) watering is not subject to the Stage 1-4 reductions. BBFGC and MRCG shall follow at a minimum the conservation requirements of SJWC.

Unless prohibited by water authorities, watering of all trees and desirable shrubs may occur during all stages of drought as necessary.

RESPONSIBILITY

All employees of the Public Works Department are responsible for the implementation of these measures.

APPROVED

Timm Borden
Director of Public Works

ATTACHMENTS

Attachment A

Water Conservation Restriction Measures for City Operations

1. Blackberry Golf Course
2. Canyon Oaks Park
3. Collins Elementary / Portal Park
4. Creekside Park
5. Eaton Elementary
6. Faria Elementary
7. Franco Park
8. Garden Gate Elementary
9. Hoover Park
10. Hyde Middle School
11. Jollyman Park
12. Kennedy Middle School
13. Library Field / Civic Center
14. Lincoln Elementary
15. Linda Vista Park
16. McClellan Ranch Community Gardens
17. Memorial Park / Quinlan Community Center
18. Monta Vista Rec Center
19. Oak Valley Park
20. Regnart Elementary School
21. Sommerset Square Park
22. Stevens Creek Elementary / Varian Park
23. Sterling Barnhart Park
24. Three Oaks Park
25. Wilson Park







Irrigation Area

- Limited Irrigation
- Brown Turf Area
- Drip Irrigation





Creekside Park Soccer Field



115744.6 SF

Irrigation Area
Programmed Area



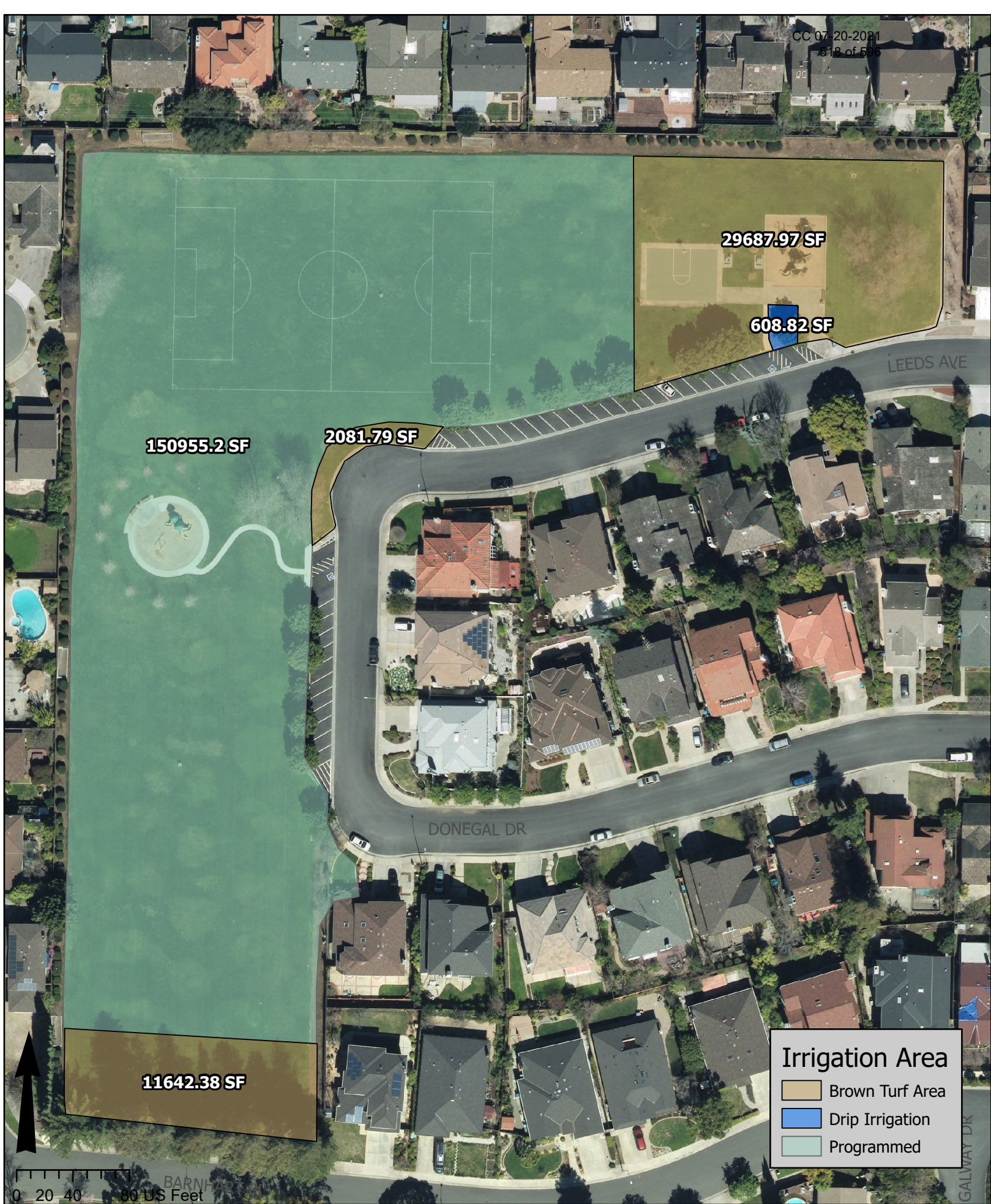
0 12.525 50 US Feet



107246.15 SF

Irrigation Area
Programmed

0 12.525 50 US Feet











10383.62 SF

105169.89 SF

29818.28 SF

Irrigation Area

-  Brown Turf Area
-  Programmed



0 15 30 60 US Feet

Library field

98067.33 SF

Irrigation Area
Programmed



0 15 30 60 US Feet

Lincoln Elementary School

BAXLEY CT

9986.18 SF

67029.67 SF

8243.79 SF

5992.7 SF

9386.58 SF

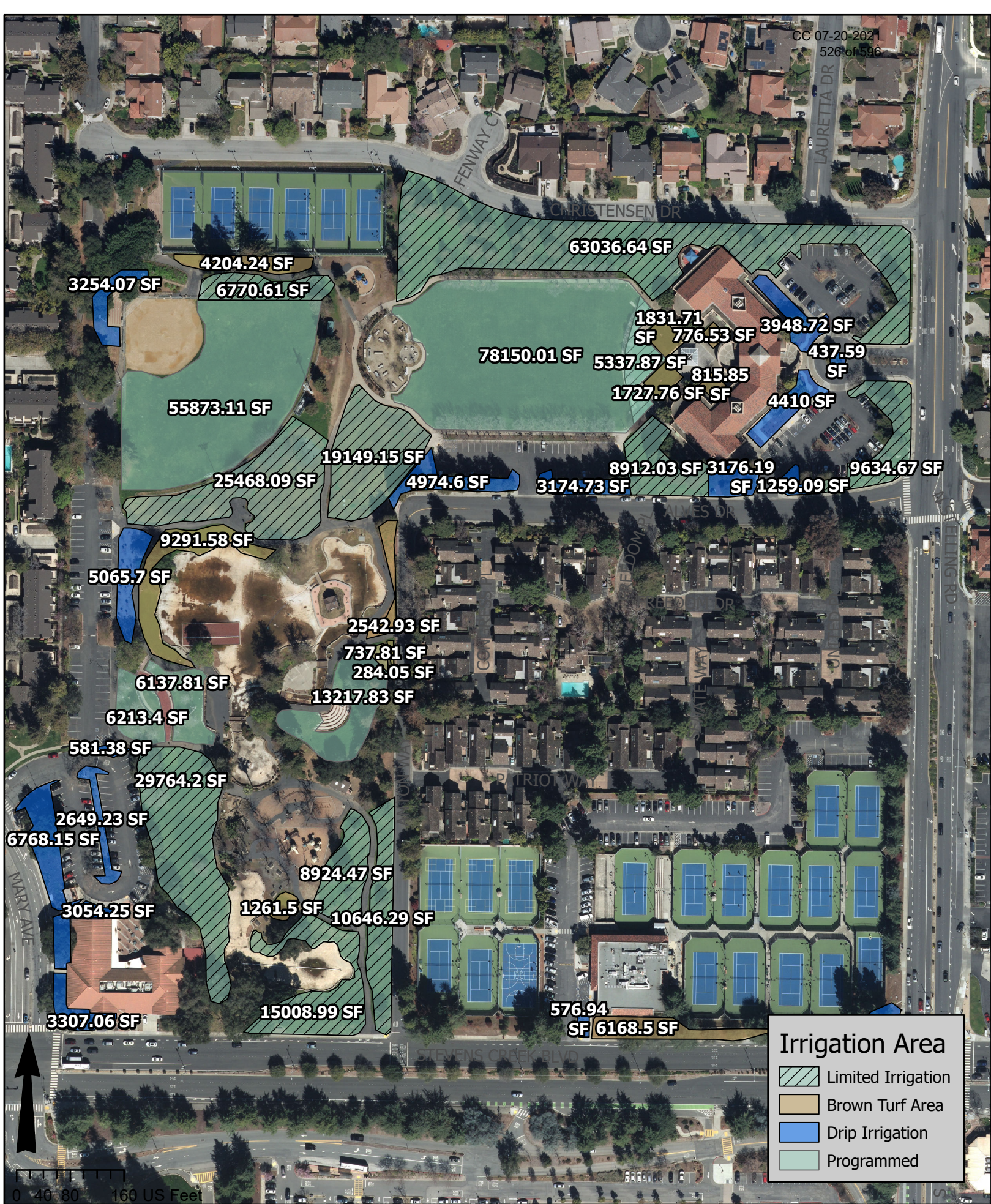
Irrigation Area

-  Limited Irrigation
-  Brown Turf Area



0 25 50 100 US Feet









BLACK OAK LN

1701.62 SF

2217.14 SF

OAK VALLEY RD

Irrigation Area

-  Limited Irrigation
-  Brown Turf Area



0 5 10 20 US Feet

YORKSHIRE DR

ELMSFORD DR

1647.7 SF




111389.59 SF

6128.4 SF

4903.18 SF

4551.24 SF

Irrigation Area

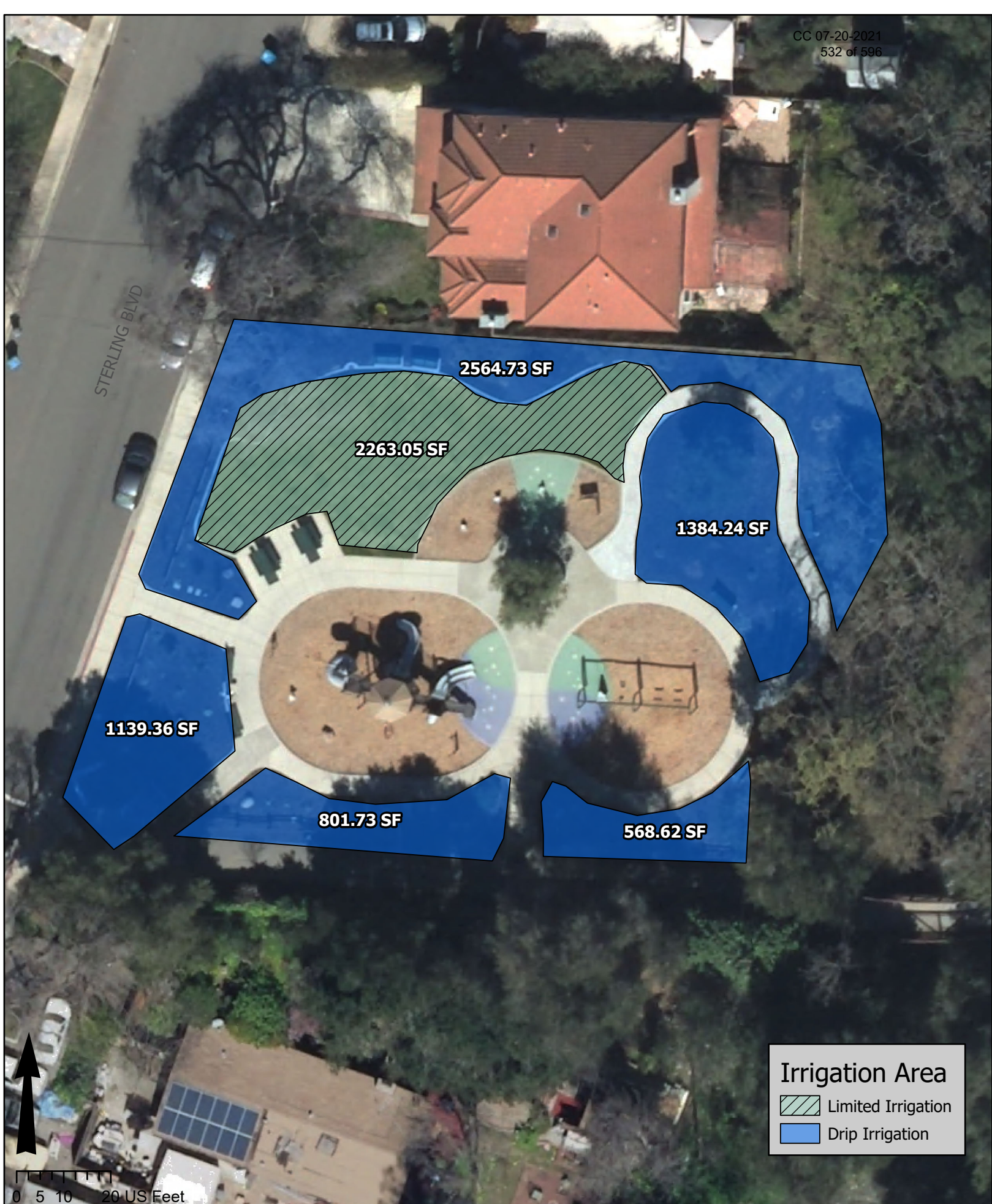
-  Limited Irrigation
-  Brown Turf Area
-  Programmed

0 15 30 60 US Feet



Sommerset Square Park









RESOLUTION NO. 15-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
ADOPTING REGULATIONS RESTRICTING WATER USE IN COMPLIANCE WITH THE
STATE WATER RESOURCES CONTROL BOARD'S MAY 5, 2015 EMERGENCY WATER
CONSERVATION REGULATIONS

WHEREAS, On January 17, 2014, Governor Edmund G. Brown Jr. issued Proclamation No. 1-17-2014 declaring a State of Emergency to exist in California due to severe drought conditions and calling on Californians to reduce their water usage by 20 percent; and

WHEREAS, On April 25, 2014, the Governor issued an Executive Order declaring a state of emergency to exist in California based upon the drought conditions and strengthening the state's ability to manage water and directed the State Water Resources Control Board (Water Board) under its authority in California Water Code Section 1058.5 to adopt emergency regulations as it deems necessary to address water shortage conditions; and

WHEREAS, On July 15, 2014, the Water Board adopted California Code of Regulations, Title 23, Sections 863, 864, and 865, emergency regulations finding a drought emergency in California and imposing water conservation measures on individuals and water suppliers; and

WHEREAS, On March 17, 2015, the Water Board readopted and expanded the emergency regulations in California Code of Regulations, Title 23, Sections 863, 864, and 865. Section 864 applies to all Californians and prohibits certain activities in promotion of water conservation, many of which are already required by the proposed amended Cupertino Municipal Code 15.32.030; and

WHEREAS, On May 5, 2015 the Water Board adopted 25% mandatory water conservation regulations; and

WHEREAS, The City receives potable water from two urban water suppliers who, in turn, receive the majority of their water from the Santa Clara Valley Water District (Water District). The Water District has requested a 30% voluntary water consumption reduction in response to the drought and their determination of available supplies in the regional water system. The Water Board has set 32% and 20% as water conservation requirements for Cupertino's two urban water suppliers. The City further demonstrates its commitment by responding to Water District's voluntary water consumption reduction request and achieved

an approximate 17% reduction in City operation water use in 2014 relative to 2013 and establishes a 30% City operation reduction requirement for 2015 relative to 2013; and

WHEREAS, The City supports the Water District's efforts to encourage conservation, with an emphasis on outdoor water use, to the extent it may do so within the context the Cupertino Municipal Code; and

WHEREAS, Article XI, Section 7 of the California Constitution declares that a city or county may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Council declares that the present year has been critically dry and has been preceded by prior dry years; and

WHEREAS, the Council determines that regulations are necessary to promote further conservation efforts during this critical time of drought; and

WHEREAS, pursuant to the provisions and requirements of the California Environmental Quality Act of 1970, together with related State CEQA Guidelines (collectively, "CEQA"), the City determines that the provisions of this Resolution are exempt as a project intended to protect the environment and natural resources (14 Cal.Regs. 15307, 15308);

The Council of the City of Cupertino RESOLVES as follows:

SECTION 1. Regulations

A. Attachment A, "2015/16 Regulations Restricting Water Use" is hereby adopted in compliance with the Water Board's May 5, 2015 emergency drought regulations (Attachment B) and incorporated.

SECTION 2. Council directs the City Manager to establish an implementation process for 2015/16 Water Use Regulations by August 1, 2015.

SECTION 3. The 2015/16 Regulation Restricting Water Use will remain in effect for the time period specified in Water Board Resolution No. 2015-0013, or as extended by the Water Board.

SECTION 4. Council directs staff to further promote water conservation by coordinating educational outreach with urban water suppliers and the Water District to ensure that Cupertino customers fully understand drought restrictions and receive a consistent conservation message within the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of June, 2015, by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
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AYES:	Sinks, Chang, Paul, Vaidhyanathan, Wong
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NOES:	None
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ABSENT:	None
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ABSTAIN:	None
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ATTEST:



Grace Schmidt, City Clerk

APPROVED:



Rod Sinks, Mayor, City of Cupertino

ATTACHMENT A

2015/16 REGULATIONS RESTRICTING WATER USE

Moderate to exceptional drought conditions continue throughout California even though much of the State has received above average rainfall to date, including Santa Clara County. The March 2015 U.S. Drought Monitor reports that most of Santa Clara County is now “Extreme” drought severity, worsened from the previous “Severe” drought stage reported in February 2015. Water stored as snowpack in Sierras is also at a record low 15% of average for April 1st. This impacts the replenishment of groundwater in many areas throughout the State and is the source of about 55% of the water used by residents and businesses of Cupertino.

Implementation of individual regulations shall be carried out at the direction of the City Council, in response to its assessment of local water supply conditions, feasibility, and consumption trends. The Council may, in its discretion, opt to revise, delete or include different elements than those described below, so long as the restrictions implemented serve the overall purpose of reducing local consumption.

Article XI, Section 7 of the California Constitution declares that a city or county may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws. Pursuant to this power, the City Council of the City of Cupertino adopts the following Regulations in addition to any requirements set forth in Cupertino Municipal Code Chapter 15.32. These regulations are effective August 1, 2015 through March 1, 2016, or until repealed by Council, whichever comes first.

Section A:

To prevent the waste and unreasonable use of water and to promote water conservation, the following acts are prohibited, except where necessary to address an immediate health and safety need:

1. The application of potable water to driveways and sidewalks;
2. The use of potable water in a fountain or other decorative water feature, except where the water is part of a re-circulating system;
3. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
4. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
5. The irrigation with potable water of ornamental turf on public street medians;

6. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
7. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.
8. Limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week. Irrigation will be allowed on Monday and Thursday for odd numbered addresses; Monday and Thursday for numberless addresses; and Tuesday and Friday for even numbered addresses.
9. Other restrictions on use of potable water as prescribed from time to time by the Water Board or other governing body or agency.
10. None of the restrictions apply to the use of recycled or grey water. These restrictions also shall not apply to commercial nurseries, golf courses, or other water-dependent businesses, unless specifically included by the Water Board or other governing body or agency.

ATTACHMENT B

STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. 2015-0032

TO ADOPT AN EMERGENCY REGULATION FOR STATEWIDE URBAN WATER CONSERVATION WHEREAS:

1. On April 25, 2014, Governor Edmund G. Brown Jr. issued an executive order (April 2014 Proclamation) to strengthen the State's ability to manage water and habitat effectively in drought conditions, and called on all Californians to redouble their efforts to conserve water. The April 2014 Proclamation finds that the continuous severe drought conditions present urgent challenges across the State, including water shortages in communities and for agricultural production, increased wildfires, degraded habitat for fish and wildlife, threat of saltwater contamination, and additional water scarcity, if drought conditions continue into 2015. The April 2014 Proclamation also suspends the environmental review required by the California Environmental Quality Act to allow the emergency regulation and other actions to take place as quickly as possible;
2. The April 2014 Proclamation refers to the Governor's Proclamation No. 1-17-2014, issued on January 17, 2014, declaring a drought State of Emergency to exist in California due to severe drought conditions (January 2014 Proclamation). The January 2014 Proclamation finds that dry conditions and lack of precipitation present urgent problems to drinking water supplies and cultivation of crops, which put farmers' long-term investments at risk. The conditions also threaten the survival of animals and plants that rely on California's rivers, including many species in danger of extinction. The January 2014 Proclamation also calls on all Californians to reduce their water usage by 20 percent;
3. On December 22, 2014, in light of the continued lack of rain, Governor Brown issued Executive Order B-28-14, which extends the California Environmental Quality Act suspension through May 31, 2016 for Water Code section 13247 and certain activities identified in the January 2014 and April 2014 proclamations;
4. On April 1, 2015, Governor Brown issued a new Executive Order that directs the State Water Board to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems; along with other directives;
5. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports";
6. On July 15, 2014, the State Water Board adopted an emergency regulation to support water conservation (Resolution No. 2014-0038), and that regulation became effective July 28, 2014 upon approval by the Office of Administrative Law (OAL);

7. On March 17, 2015, the State Water Board amended and readopted the emergency regulation to support water conservation (Resolution No. 2015-0013), which became effective March 27, 2015 upon approval by OAL;
8. The current emergency regulation has supported Californians' water conservation efforts, with over 125 billion gallons saved from August 2014 through March 2015; however, statewide water use is only nine percent less than the same months in 2013. Achieving a 25 percent reduction in use will require even greater conservation efforts across the state. In particular, many communities must dramatically reduce their outdoor water use;
9. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes will survive while receiving a decreased amount of water;
10. Although urban water suppliers have placed restrictions on outdoor watering, the State Water Board continues to receive reports of excessive outdoor water use;
11. Water conservation is the easiest, most efficient and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved this summer is water available later in the season or next year, reducing the likelihood of even more severe water shortages should the drought continue;
12. Education and enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated;
13. Public information and awareness is critical to achieving conservation goals, and the Save Our Water campaign, run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response (<http://saveourwater.com>);
14. Many California communities are facing social and economic hardship due to this drought. The rest of us can make adjustments to our water use, including landscape choices that conserve even more water;
15. The California Constitution declares, at article X, section 2, that the water resources of the state must be put to beneficial use in a manner that is reasonable and not wasteful. Relevant to the current drought conditions, the California Supreme Court has clarified that "what may be a reasonable beneficial use, where water is present in excess of all needs, would not be a reasonable beneficial use in an area of great scarcity and great need. What is a beneficial use at one time may, because of changed conditions, become a waste of water at a later time." (*Tulare Dist. v. Lindsay Strathmore Dist.* (1935) 3 Cal.2d 489, 567.) In support of water conservation, the legislature has, through Water Code section 1011, deemed reductions in water use due to conservation as equivalent to reasonable beneficial use of that water. Accordingly, this regulation is in furtherance of article X, section 2 during this drought emergency. This temporary emergency regulation is not to be used in any future administrative or judicial proceedings as evidence or finding of waste and unreasonable use of any individual water user or water supplier subject to this regulation, and are not to affect or otherwise limit any rights to water conserved under applicable law, including without limitation, water conserved consistent with Water Code section 1011;

16. Directive two of the Governor's April 1, 2015 Executive Order directs the State Water Board to consider the relative per capita usage of each urban water supplier's service area and require that areas with high per capita use achieve proportionally greater reductions than areas with low per capita use;

17. On April 7, 2015, the State Water Board issued a draft framework proposing increasing levels of required water reduction based upon residential per capita per day use (R-GPCD) for the proposed regulation, and solicited public comments. The Board received over 300 comments on the framework, primarily relating to the levels of required water reduction;

18. On April 18, the State Water Board issued draft regulatory language for public comment based on the April 7 framework and the comments received. The draft regulatory language reflected careful consideration of all comments including those directed at the levels of required reduction. Again, the Board received close to 300 comments;

19. On April 28, 2015, the State Water Board issued a final version of draft regulatory language for comment, followed on April 29 by a formal public notice that it would consider the adoption of the emergency regulation at the Board's regularly-scheduled May 5 and 6, 2015 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations;

20. As discussed above, the State Water Board is adopting the emergency regulation because of the continuing emergency drought conditions, the need for prompt action to prevent the waste and unreasonable use of water and to promote conservation, and the specific actions called for in the Governor's April 1, 2015 Executive Order; and

21. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain the enforcement discretion in enforcing the regulation to the extent authorized. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 866 and re-adopts sections 863, 864, and 865, as appended to this resolution as an emergency regulation;

2. State Water Board staff will submit the regulation to OAL for final approval;

3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or the Executive Director's designee may make such changes;

4. This regulation shall remain in effect for 270 days after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulation due to continued drought conditions as described in Water Code section 1058.5;

5. The State Water Board directs staff to provide the Board with monthly updates on the implementation of the emergency regulation and its effect. These updates shall include information regarding the progress of the Building Standards Commission, Department of Housing and Community Development, and other state agencies in the adoption and implementation of emergency regulations or other requirements that implement increased outdoor irrigation efficiency for new construction. These regulations and other requirements will extend existing efficiency standards for new construction to the outdoor environment and ensure that California's new homes are constructed to meet the growing demand with the most efficient standards;
6. The State Water Board directs staff to condition funding upon compliance with the emergency regulation, to the extent feasible;
7. The State Water Board directs staff to work with DWR and the Save Our Water campaign to disseminate information regarding the emergency regulation; and
8. The State Water Board directs staff to update the electronic reporting portal to include data fields for the new reporting required by the emergency regulation.

THEREFORE BE IT FURTHER RESOLVED THAT:

9. The State Water Board shall work with DWR, the Public Utilities Commission, and other agencies to support urban water suppliers' actions to implement rates and pricing structures to incent additional conservation, as required by directive eight in the Governor's April 1, 2015 Executive Order. The Fourth District Court of Appeal's recent Decision in *Capistrano Taxpayer Association Inc. v. City of San Juan Capistrano* (G048969) does not foreclose the use of conservation-oriented rate structures;
10. The State Water Board calls upon water suppliers to:
 - a. ensure that adequate personnel and financial resources exist to implement conservation requirements not only for 2015, but also for another year of drought should it occur. Water suppliers that face budget shortfalls due to reduced sales should take immediate steps to raise necessary revenues in a way that actively promotes continued conservation;
 - b. expedite implementation of new conservation programs by minimizing internal review periods and utilizing emergency authorities, as appropriate;
 - c. consider the relative water use and conservation practices of their customers and target those with higher water use to achieve proportionally greater reductions than those with low use;
 - d. minimize financial impacts to low-income customers;
 - e. preserve safe indoor water supplies in areas with very low R-GPCD and where necessary to protect public health and safety;
 - f. promote low-water use methods of preserving appropriate defensible space in fire-prone areas, consistent with local fire district requirements;
 - g. educate customers on the preservation of trees;

h. promote on-site reuse of water; and

i. promptly notify staff of the supplier's need for an alternate method of compliance pursuant to resolved paragraph 16.

11. The State Water Board calls upon all businesses within California's travel and tourism sectors to inform visitors of California's dire drought situation and actions visitors should take to conserve water;

12. The State Water Board commends wholesale water agencies that have set aggressive conservation targets for their retail water suppliers;

13. The State Water Board commends water suppliers that have made investments to boost drought-resistant supplies, such as advanced treated recycled water and desalination. Those investments help to make communities more resilient in the face of drought;

14. The State Water Board commends the many water suppliers that have already surpassed their 20x2020 conservation targets. Long-term conservation efforts are critical to maintaining economic and social well-being, especially in light of the impacts of climate change on California's hydrology;

15. During this drought emergency, heightened conservation that extends urban resilience is necessary. The State Water Board's focus is primarily on immediate reductions in outdoor water use. Some short-term conservation efforts, such as landscape conversions and installation of efficient appliances, will also support long-term conservation objectives, and are encouraged wherever possible;

16. The State Water Board recognizes that some commercial and industrial customers, while accounting for a significant portion of total use in a service area, have already taken steps to significantly reduce their water consumption and cannot further reduce their use without substantial impacts. However, the Board also recognizes that in many areas there are significant opportunities for reductions in water use by industries and commercial enterprises that have yet to take action, especially those with large areas of non-functional turf. The Board directs staff to respond promptly upon receipt of any request for alternate enforceable methods of compliance. If the supplier believes the conservation standard is unachievable due to firm commercial and industrial water use and residential use reductions that would affect public health and safety, it should provide any supporting information or documentation for an alternate method of compliance; and

17. Some water suppliers have called for further refinement of the tiers to reflect a range of factors that contribute to water use, including but not limited to temperature, lot size, and income. Others have called for an approach that provides greater recognition for early investments in conservation, the development of local, drought resistant water supplies, and health and safety needs. These suggestions and many others are important considerations in the development of a more comprehensive, and long term, conservation framework. The State Water Board directs staff to work with stakeholders on a thoughtful process to devise options for extended and expanded emergency regulations should the drought continue into 2016.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 5, 2015.

Resolution No. 15-056
Page 11

AYE: Chair Felicia Marcus
Vice Chair Frances Spivy-Weber
Board Member Tam M. Doduc
Board Member Steven Moore
Board Member Dorene D'Adamo
NAY: None
ABSENT: None
ABSTAIN: None
Jeanine Townsend
Clerk to the Board 1

ADOPTED TEXT OF EMERGENCY REGULATION

Article 22.5. Drought Emergency Water Conservation.

Sec. 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

- (1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;
- (2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;
- (3) On April 1, 2015, the Governor issued an Executive Order that, in part, directs the State Board to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February, 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems;
- (4) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;
- (5) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and
- (6) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to prevent waste and unreasonable use of water and to further promote conservation.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 102, 104, 105, and 275, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 864. End-User Requirements in Promotion of Water Conservation.

(a) To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- (1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- (2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- (3) The application of potable water to driveways and sidewalks; and
- (4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
- (5) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- (6) The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- (7) The irrigation with potable water of ornamental turf on public street medians; and

(8) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(a) To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

(b) Immediately upon this subdivision taking effect, all commercial, industrial and institutional properties that use a water supply, any portion of which is from a source other than a water supplier subject to section 865, shall either:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two days per week; or

(2) Reduce potable water usage supplied by sources other than a water supplier by 25 percent for the months of June 2015 through February 2016 as compared to the amount used from those sources for the same months in 2013.

(c) The taking of any action prohibited in subdivision (a) or the failure to take any action required in subdivisions (b) or (c), is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 102, 104, 105, 275, 350, and 10617, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 865. Mandatory Actions by Water Suppliers.

(a) As used in this section:

(1) "Distributor of a public water supply" has the same meaning as under section 350 of the Water Code, except it does not refer to such distributors when they are functioning solely in a wholesale capacity, but does apply to distributors when they are functioning in a retail capacity.

(2) "R-GPCD" means residential gallons per capita per day.

(3) "Total potable water production" means all potable water that enters into a water supplier's distribution system, excluding water placed into storage and not withdrawn for use during the reporting period, or water exported outside the supplier's service area.

(4) "Urban water supplier" means a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b) In furtherance of the promotion of water conservation each urban water supplier shall:

(1) Provide prompt notice to a customer whenever the supplier obtains information that indicates that a leak may exist within the end-user's exclusive control.

(2) Prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. The monitoring report shall specify the population served by the urban water supplier, the percentage of water produced that is used for the residential sector, descriptive statistics on water conservation compliance and enforcement efforts, and the number of days that outdoor irrigation is allowed, and monthly commercial, industrial and institutional sector use. The monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves.

- (c) (1) To prevent the waste and unreasonable use of water and to meet the requirements of the Governor's April 1, 2015 Executive Order, each urban water supplier shall reduce its total potable water production by the percentage identified as its conservation standard in this subdivision. Each urban water supplier's conservation standard considers its service area's relative per capita water usage.
- (2) Each urban water supplier whose source of supply does not include groundwater or water imported from outside the hydrologic region in which the water supplier is located, and that has a minimum of four years' reserved supply available may, submit to the Executive Director for approval a request that, in lieu of the reduction that would otherwise be required under paragraphs (3) through (10), the urban water supplier shall reduce its total potable water production by 4 percent for each month as compared to the amount used in the same month in 2013. Any such request shall be accompanied by information showing that the supplier's sources of supply do not include groundwater or water imported from outside the hydrologic region and that the supplier has a minimum of four years' reserved supply available.
- (3) Each urban water supplier whose average July-September 2014 R-GPCD was less than 65 shall reduce its total potable water production by 8 percent for each month as compared to the amount used in the same month in 2013.
- (4) Each urban water supplier whose average July-September 2014 R-GPCD was 65 or more but less than 80 shall reduce its total potable water production by 12 percent for each month as compared to the amount used in the same month in 2013.
- (5) Each urban water supplier whose average July-September 2014 R-GPCD was 80 or more but less than 95 shall reduce its total potable water production by 16 percent for each month as compared to the amount used in the same month in 2013.
- (6) Each urban water supplier whose average July-September 2014 R-GPCD was 95 or more but less than 110 shall reduce its total potable water production by 20 percent for each month as compared to the amount used in the same month in 2013.
- (7) Each urban water supplier whose average July-September 2014 R-GPCD was 110 or more but less than 130 shall reduce its total potable water production by 24 percent for each month as compared to the amount used in the same month in 2013.
- (8) Each urban water supplier whose average July-September 2014 R-GPCD was 130 or more but less than 170 shall reduce its total potable water production by 28 percent for each month as compared to the amount used in the same month in 2013.
- (9) Each urban water supplier whose average July-September 2014 R-GPCD was 170 or more but less than 215 shall reduce its total potable water production by 32 percent for each month as compared to the amount used in the same month in 2013.
- (10) Each urban water supplier whose average July-September 2014 R-GPCD was 215 or more shall reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013.
- (d) (1) Beginning June 1, 2015, each urban water supplier shall comply with the conservation standard specified in subdivision (c).
- (2) Compliance with the requirements of this subdivision shall be measured monthly and assessed on a cumulative basis.
- (e) (1) Each urban water supplier that provides potable water for commercial agricultural use meeting the definition of Government Code section 51201, subdivision (b), may subtract the amount of water provided for commercial agricultural use from its potable water production total, provided that any urban water supplier that subtracts any water provided for commercial agricultural use from its total potable water production shall:

(A) Impose reductions determined locally appropriate by the urban water supplier, after considering the applicable urban water supplier conservation standard specified in subdivision (c), for commercial agricultural users meeting the definition of Government Code section 51201, subdivision (b) served by the supplier;

(B) Report its total potable water production pursuant to subdivision (b)(2) of this section, the total amount of water supplied for commercial agricultural use, and shall identify the reduction imposed on its commercial agricultural users and each recipient of potable water for commercial agricultural use;

(C) Certify that the agricultural uses it serves meet the definition of Government Code section 51201, subdivision (b); and

(D) Comply with the Agricultural Water Management Plan requirement of paragraph 12 of the April 1, 2015 Executive Order for all commercial agricultural water served by the supplier that is subtracted from its total potable water production. (2) Submitting any information pursuant to subdivision (e)(1)(B) or (C) of this section that is found to be materially false by the board is a violation of this regulation, punishable by civil liability of up to five hundred dollars (\$500) for each day in which the violation occurs. Every day that the error goes uncorrected constitutes a separate violation. Civil liability for the violation is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) (1) To prevent waste and unreasonable use of water and to promote water conservation, each distributor of a public water supply that is not an urban water supplier shall take one or more of the following actions:

(A) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(B) Reduce by 25 percent reduction its total potable water production relative to the amount produced in 2013.

(2) Each distributor of a public water supply that is not an urban water supplier shall submit a report by December 15, 2015, on a form provided by the Board, that either confirms compliance with subdivision

(f)(1)(A) or identifies total potable water production, by month, from June through November, 2015, and total potable water production, by month, for June through November 2013.

Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 102, 104, 105, 275, 350, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

Sec. 866. Additional Conservation Tools.

(a) (1) To prevent the waste and unreasonable use of water and to promote conservation, when a water supplier does not meet its conservation standard required by section 865 the Executive Director, or the Executive Director's designee, may issue conservation orders requiring additional actions by the supplier to come into compliance with its conservation standard.

(2) A decision or order issued under this article by the board or an officer or employee of the board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the California Water Code.

(b) The Executive Director, or his designee, may issue an informational order requiring water suppliers, or commercial, industrial or institutional properties that receive any portion of their supply from a source other than a water supplier subject to section 865, to submit additional information relating to water production, water use or water conservation. The failure to provide the information requested within 30 days or any additional time extension granted is a violation subject to civil liability of up to \$500 per day for each day the violation continues pursuant to Water Code section 1846.

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Authority: Section 1058.5, Water Code.

References: Cal. Const., Art., X § 2; Sections 100, 102, 104, 105, 174, 186, 187, 275, 350, 1051, 1122, 1123, 1825, 1846, 10617 and 10632, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463.

RESOLUTION NO. 15-057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND
ADMINISTER A MEMORANDUM OF UNDERSTANDING WITH THE SANTA CLARA
VALLEY WATER DISTRICT FOR A LANDSCAPE CONVERSION REBATE PROGRAM
AND APPROVE AN AMENDMENT TO FY15/16 ANNUAL OPERATING BUDGET TO
APPROPRIATE \$75,000

WHEREAS, the City of Cupertino, a municipal corporation and general law city duly organized and existing under and pursuant to the laws of the State of California (City) is authorized to enter contracts on its behalf and for the benefit of the City; and

WHEREAS, the reasons supporting the entrance of the City into the Memorandum of Understanding with the Santa Clara Valley Water District for Conservation Programs is set forth in detail in the staff reports and hearings for June 2, 2015 and June 16, 2015 Council meetings and are incorporated herein by reference; and

WHEREAS, the consideration by the City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and Council provided members of the public an opportunity to comment and be heard and considered all testimony and evidence in connection with the adoption of this Resolution; and

WHEREAS, pursuant to the provisions and requirements of the California Environmental Quality Act of 1970, together with related State CEQA Guidelines (collectively, "CEQA"), the City determines that the provisions of this Resolution are exempt as a project intended to protect the environment and natural resources (14 Cal.Regs. 15307, 15308); and

WHEREAS, the City Council determines that the adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUPERTINO DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine, and resolve that the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve that:

- a. The Memorandum of Understanding with the Santa Clara Valley Water District (MOU) for water conservation programs in substantially in the form attached hereto as Exhibit "A" is approved;
- b. The City Manager is delegated the authority and is authorized to negotiate and execute the MOU in substantially in the form as attached Exhibit "A", provided that the funds do not exceed seventy five thousand dollars (\$75,000.00).

Section 3: Effective date: This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of June, 2015, by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
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AYES:	Sinks, Chang, Paul, Vaidhyanathan, Wong
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NOES:	None
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ABSENT:	None
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ABSTAIN:	None
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ATTEST:



Grace Schmidt, City Clerk

APPROVED:



Rod Sinks, Mayor, City of Cupertino

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE
CITY OF CUPERTINO FOR A LANDSCAPE CONVERSION REBATE
PROGRAM**

This MEMORANDUM OF UNDERSTANDING (MOU) between the Santa Clara Valley Water District, an Independent special district created by the California Legislature (hereinafter referred to as WATER DISTRICT) and the City of Cupertino (hereinafter referred to as CUPERTINO) sets forth the respective roles of the WATER DISTRICT and CUPERTINO in regard to the WATER DISTRICT'S WATER CONSERVATION LANDSCAPE CONVERSION REBATE PROGRAM (hereinafter referred to as PROGRAM) is made and entered into this June 16, 2015.

RECITALS

WHEREAS the PROGRAM involves providing Water Conservation Landscape Conversion Rebates for properties located within CUPERTINO's jurisdiction; and

WHEREAS the PROGRAM includes the Landscape Conversion Rebate Program for Water Efficient Landscape Conversions; and

WHEREAS the PROGRAM is an appropriate measure for the Best Management Practices addressed in the California Urban Water Conservation Council's MOU regarding Urban Water Conservation in California; and

WHEREAS the WATER DISTRICT has established the PROGRAM, in part, to provide financial incentive to remove existing turf lawns; and

WHEREAS CUPERTINO wishes to participate in the PROGRAM and provide additional incentives for Cupertino residents to remove existing lawns.

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

1. WATER DISTRICT'S RESPONSIBILITIES

- a) Administration of the PROGRAM, which administration shall include the creation of the PROGRAM brochures and applications.

- b) Collection and analysis of data to determine water savings.
- c) Administration of all PROGRAM funds including, but not limited to:
 - Processing the payment of the amounts set forth in 2.b. below, to eligible persons residing in CUPERTINO ("ELIGIBLE RESIDENTS"). This supplemental rebate amount shall be in addition to the customary amounts paid by the WATER DISTRICT for the PROGRAM.
 - Payment of standard PROGRAM amounts to ELIGIBLE RESIDENTS within 8-12 weeks of receipt of CUPERTINO residential applicant's request.
- d) Invoicing CUPERTINO, on a quarterly basis.
- e) Work cooperatively with CUPERTINO in appropriately advertising the PROGRAM to targeted customers.

2. CUPERTINO'S RESPONSIBILITIES

- a) Work cooperatively with WATER DISTRICT in appropriately advertising the PROGRAM to the targeted customers.
- b) CUPERTINO must pay WATER DISTRICT as set forth below for each activity performed by the WATER DISTRICT in the CUPERTINO service area:
 - Up to \$1.00 per each square foot of turf removed per qualified residential and for commercial rebate, up to \$1,000 per residential and up to \$10,000 per commercial site, as per the District's Landscape Rebate Program requirements.
- c) CUPERTINO's obligation to pay for the PROGRAM activities is capped at a total maximum of \$75,000.
- d) Make payment to WATER DISTRICT within 60 days of receipt of Invoice from WATER DISTRICT.

3. HOLD HARMLESS AND LIABILITY

Each Party ("Indemnifying Party") agrees to indemnify, defend at its own expense, including attorneys' fees, and hold harmless the other Party ("Indemnified Party") from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature

whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to the negligence, or willful misconduct of that Indemnifying Party, its officers or employees, or any other agent acting pursuant to this MOU.

4. DOCUMENT REVIEW

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

5. TERM

The term of the MOU is from July 1, 2015 to June 30, 2016, or until funds are depleted, whichever occurs first. The term of the MOU may be extended by mutual consent of the Parties. This MOU shall be contingent upon approval of program funding each fiscal year by both the WATER DISTRICT'S Chief Executive Officer and by CUPERTINO.

6. NOTICE

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

If to WATER DISTRICT:
Santa Clara Valley Water District
5760 Almaden Expressway
San Jose, CA 96118
Attn: Conservation Programs

If to CUPERTINO:
Public Works Department
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attn: Environmental Programs

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

7. AMENDMENTS

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

8. ASSIGNMENT

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

9. SEVERABILITY

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

10. GOVERNING LAW

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

11. TERMINATION OF AGREEMENT

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

12. SIGNATURES

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

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

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APPROVED AS TO FORM:

Carol Karode
City Attorney
City of Cupertino

David Brandt
City Manager
City of Cupertino

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

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

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 21-68

**RESCINDING RESOLUTION 17-43, DECLARING A WATER SHORTAGE
EMERGENCY CONDITION CALLING FOR WATER USE RESTRICTIONS, AND
URGING THE COUNTY OF SANTA CLARA TO PROCLAIM A LOCAL EMERGENCY**

WHEREAS, a public hearing was held on June 9, 2021, on the matter of whether the Santa Clara Valley Water District (Valley Water) Board of Directors should declare that a water shortage emergency condition exists within Santa Clara County (County); and

WHEREAS, notice of said hearing was published on June 2, 2021, in the *San Jose Mercury News*, a newspaper of general circulation printed and published within the County; and

WHEREAS, at said hearing, all persons present were given an opportunity to be heard by the Board; and

WHEREAS, the Board heard and considered public testimony, staff's presentation, and other evidence presented at said hearing; and

WHEREAS, the County is in its second consecutive year of drought, and the County is now in an extreme drought condition according to the United States Drought Monitor; and

WHEREAS, pursuant to Water Code Section 350 a "governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection"; and

WHEREAS, the Board seeks to conserve the limited water supply of Valley Water for the greatest public benefit with particular regard to public health, fire protection, and domestic use without threatening local land subsidence, by ensuring the conservation of water, by avoiding the waste of water, and to the extent necessary and by reason of the existing water shortage emergency condition, by reducing water use in the County in a manner that is fair and equitable; and

WHEREAS, on March 22, 2021, the California State Water Resources Control Board mailed early warning notices to water rights holders in California, including Valley Water, urging them to plan for potential shortages by reducing water use and adopting practical conservation measures; and

WHEREAS, local watershed runoff was substantially limited in the 2020 and 2021 water years due to extreme dry conditions and Valley Water's current local surface water storage as of June 1 is at 26 percent of the 20-year average; and

WHEREAS, Anderson Reservoir is Valley Water's largest surface water reservoir and holds up to 89,278 acre-feet of water—more than all of Valley Water's other nine surface water reservoirs combined; and

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission, for public health and safety reasons, ordered Valley Water to drain Anderson Reservoir to deadpool beginning no later than October 1, 2020; and

WHEREAS, Anderson Reservoir has been drained to deadpool and will not be available as a surface water storage facility for the duration of the Anderson Dam Seismic Retrofit Project, which is expected to last 10 years; and

WHEREAS, the availability of Coyote Reservoir, Valley Water's second largest reservoir, is also limited because of California Department of Water Resources Division of Safety of Dams storage limits; and

WHEREAS, due to the unavailability of Anderson Reservoir and limited availability of Coyote Reservoir due to regulatory restrictions, Valley Water's ability to store water locally for groundwater recharge and water treatment plant supplies, and as a buffer to mitigate against current and future water shortages, is significantly limited; and

WHEREAS, the snowpack in the northern Sierra Nevada Mountains was 5 percent of normal and the statewide snow water equivalent was zero percent of normal as of June 1, 2021; and the 2021 State Water Project allocation is 5 percent, and the 2021 South-of-Delta Central Valley Project allocation is currently 25 percent for Municipal & Industrial water and zero percent for Agricultural water; and

WHEREAS, there is significant uncertainty as to local and statewide water supply conditions, and imported supplies may continue to be negatively impacted; and

WHEREAS, Santa Clara County relies heavily on unpredictable imported water to supplement local water to supply its drinking water treatment plants, to replenish the local groundwater basins, and to prevent adverse community impacts such as the return of historic overdraft and land subsidence in northern Santa Clara County; and

WHEREAS, through careful groundwater management, Santa Clara County groundwater storage at the start of 2021 was well within the "Normal" stage (Stage 1) of Valley Water's Water Shortage Contingency Plan, but without additional water use reduction this storage is expected to drop significantly by as much as 80,000 acre-feet by the end of 2021 due to limited recharge and increased pumping as a result of drought conditions, reduced imported water allocations, and the loss of Anderson Reservoir as a surface water storage facility; and

WHEREAS, if drought conditions continue into 2022 and imported water supplies continue to be severely limited, the worst case scenario projects groundwater to drop to the "Emergency" stage (Stage 5) of the Water Shortage Contingency Plan without additional water use reduction, which would greatly increase the risk of resumed land subsidence in northern Santa Clara County, risk wells going dry in residential areas of the County where groundwater is the sole source of drinking water, and risk that the ordinary demands and requirements of water consumers will not be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, due to historic groundwater overdraft, the greater San José metropolitan area and heart of Silicon Valley had up to 14 feet of permanent subsidence, which resulted in seawater

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
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intrusion, increased flood risk, and widespread damage to infrastructure, conservatively estimated to cost over \$947 million in 2021 dollars; and

WHEREAS, over 3,000 domestic wells users in southern Santa Clara County depend on groundwater for potable water supplies and these wells are often more vulnerable than public water supply wells, which are typically deeper; and

WHEREAS, Valley Water must maintain sufficient groundwater storage to guard against land subsidence, meet local water demands, cope with supply interruptions from natural disasters and ensure sufficient water for fire protection; and

WHEREAS, it is Valley Water's policy and is in the interest of Valley Water and the community to reduce the severity and occurrences of drought or dry weather induced water shortages by encouraging water use reduction measures so that available water supplies can meet at least 80 percent of average annual demand in drought years; and

WHEREAS, Santa Clara County and the region are subject to reoccurring droughts of varying severity, such as those prompting Valley Water to call for water use reductions in 1977, 1987 to 1992, 2007 to 2010; and

WHEREAS, Santa Clara County and California experienced a historic, multiyear drought from 2012 to 2016, prompting Valley Water to call for mandatory water use reductions between 20 to 30 percent since 2014; and

WHEREAS, on June 13, 2017, by Resolution 17-43, Valley Water continued its call for a voluntary 20 percent water use reduction (as compared to 2013 water use), and called for efforts to make water conservation a way of life; and

WHEREAS, on April 27, 2021, the Board voted to call for a voluntary 25 percent water use reduction (as compared to 2013 water use); and

WHEREAS, continuing the progress and momentum of community water use reductions and water wise efforts to make water conservation a way of life will improve long-term water supply reliability; and

WHEREAS, increasing long-term water conservation efforts and improving water use efficiency; strengthening local and regional drought planning; and increasing water supply and land use planning coordination are critical to Santa Clara County's resilience to drought, which may be intensified in the future with climate change; and

WHEREAS, Valley Water continues to work closely with its retail water agencies, untreated surface water customers, well owners, farmers, regulatory agencies, state and federal project operators, other water districts, and local municipalities and land use agencies to develop common sense approaches with the goal of achieving drought resiliency.

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley
Water District hereby:

1. Rescinds Board Resolution 17-43; and
2. Declares pursuant to California Water Code Section 350 that a water shortage emergency condition now prevails within the County and a continued supply of water cannot be assured for human consumption, sanitation, and fire protection without threatening local land subsidence, and that such water shortage emergency condition shall continue until the Valley Water's Board adopts a finding determining otherwise; and
3. Establishes a water reduction program pursuant to Article C(4)(c) of Valley Water's treated water contracts by calling for water retailers to achieve a water use reduction equal to 33 percent of 2013 water use (15 percent of 2019 water use), which will result in a 23 percent reduction of Valley Water treated water scheduled deliveries to water retailers while such water reduction program is in effect; and
4. Commits to aggressively promote its conservation programs and information for the public, residents, businesses, agricultural and untreated water customers, and retailers to support all sectors in reducing water use; and
5. Urges Santa Clara County farmers and untreated water customers to consider the water shortage emergency condition in planting and irrigation practices; and
6. Calls for the public to restrict outdoor watering of ornamental landscapes or lawns with potable water to a maximum of three days a week; and
7. Urges local enforcement of other water waste restrictions currently in effect by local agencies and retailers, or as may be amended; and
8. Requests that the Santa Clara County Board of Supervisors proclaim a local emergency now exists throughout the County due to drought conditions; and
9. Supports local adoption and enforcement of additional water waste restrictions by cities, retailers, and the County as needed to achieve the water use reduction target of 15 percent of 2019 water use (33 percent of 2013 water use); these may include prohibitions against the following:
 - Use of potable water for more than minimal landscaping, as defined in the landscaping regulated of the jurisdiction or as described in Article 10.8 of the California Government Code in connection with new construction;
 - Excessive use of water: when a utility has notified the customer in writing to repair a broken or defective plumbing, sprinkler, watering or irrigation system and the customer has failed to affect such repairs within five business days, the utility may install a flow restriction device;
 - Use of potable water that results in flooding or runoff in gutters or streets;

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-⁵⁸

- Individual private washing of cars with a hose except with the use of a positive action shut-off nozzle. Use of potable water for washing commercial aircraft, cars, buses, boats, trailers, or other commercial vehicles at any time, except at commercial or fleet vehicle or boat washing facilities operated at a fixed location where equipment using water is properly maintained to avoid wasteful use;
 - Use of potable water for washing buildings, structures, driveways, patios, parking lots, tennis courts, or other hard-surfaced areas, except in the cases where health and safety are at risk;
 - Use of potable water to irrigate turf, lawns, gardens, or ornamental landscaping by means other than drip irrigation, or hand watering without quick acting positive action shut-off nozzles, on a specific schedule, for example: 1) before 9:00 a.m. and after 5:00 p.m.; 2) every other day; or 3) selected days of the week;
 - Use of potable water for street cleaning with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible), or to protect the health and safety of the public;
 - Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or other method can be used;
 - Use of potable water for construction purposes unless no other source of water or other method can be used;
 - Use of potable water for street cleaning;
 - Operation of commercial car washes without recycling at least 50 percent of the potable water used per cycle;
 - Use of potable water for watering outside plants, lawn, landscape, and turf areas during certain hours if and when specified in CPUC Tariff Schedule No. 14.1 when the schedule is in effect;
 - Use of potable water for decorative fountains or the filling or topping off of decorative lakes or ponds. Exceptions are made for those decorative fountains, lakes, or ponds which utilize recycled water;
 - Use of potable water for the filling or refilling of swimming pools;
 - Service of water by any restaurant except upon the request of a patron; and
 - Use of potable water to flush hydrants, except where required for public health or safety.
10. Recommends cities, retailers, and the County consider adopting water waste restrictions that are permanent.

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by
the following vote on June 9, 2021:

AYES: Directors R. Santos, N. Hsueh, T. Estremera, B. Keegan, G. Kremen,
L. LeZotte, J. Varela

NOES: Directors None

ABSENT: Directors None

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT


TONY ESTREMER
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC


Clerk, Board of Directors

CALIFORNIA WATER SERVICE COMPANY
1720 North First Street, San Jose, CA 95112
(408) 367-8200

This tariff has been approved by the
California Public Utilities Commission.

Revised

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Cal. P.U.C. Sheet No.

Cal. P.U.C. Sheet No.

564 of 596
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10202 -W

Rule No. 14.1**WATER SHORTAGE CONTINGENCY PLAN (continued)**

(Page 1)

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A. APPLICABILITY

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1. This schedule applies to all of California Water Service's regulated ratemaking areas in California, as well as Grand Oaks Water.

B. GENERAL INFORMATION

1. All expenses incurred by utility to implement Rule 14.1, and Schedule 14.1, and requirements of the California State Water Resources Control Board ("Water Board") that have not been considered in a General Rate Case or other proceeding shall be accumulated by Cal Water in a separate memorandum account, authorized in Resolution W-4976, for disposition as directed or authorized from time to time by the Commission.
2. To the extent that a Stage of Mandatory Water Use Restrictions in Schedule 14.1 has been activated, and a provision in this Rule is inconsistent with the activated Stage in Schedule 14.1, the provisions of Schedule 14.1 apply.

C. DEFINITIONS

For the purposes of this Rule, the following terms have the meanings set forth in this section.

1. "Commercial nursery" means the use of land, buildings or structures for the growing and/or storing of flowers, fruit trees, ornamental trees, vegetable plants, shrubs, trees and similar vegetation for the purpose of transplanting, for use as stock or grafting, and includes the retail sale or wholesale distribution of such items directly from the premises/lot.
2. "Drip irrigation system" means a non-spray, low-pressure, and low volume irrigation system utilizing emission devices with a precipitation or flow rate measured in gallons per hour (GPH), designed to slowly apply small volumes of water at or near the root zone of plants or other landscaping.
3. "Flow rate" means the rate at which water flows through pipes, valves, and emission devices, measured in gallons per minute (GPM), gallons per hour (GPH), inches per hour (IPH), hundred cubic feet (Ccf), or cubic feet per second (CFS).
4. "Flow-restricting device" means valves, orifices, or other devices that reduce the flow of potable water through a service line, which are capable of passing a minimum of 3 Ccf per person, per month, based upon the U.S. Census calculation of the average number of people in a household in the area.
5. "High-efficiency sprinkler systems" means an irrigation system with emission devices, such as sprinkler heads or nozzles, with a precipitation or flow rate no greater than one IPH.
6. "Irrigation" means the application of potable water by artificial means to landscape.
7. "Irrigation system" means the components of a system meant to apply water to an area for the purpose of irrigation, including, but not limited to, piping, fittings, sprinkler heads or nozzles, drip tubing, valves, and control wiring.
8. "Landscape" means all of the outdoor planting areas, turf areas, and water features at a particular location.
9. "Measureable rainfall" means any amount of precipitation of more than one-tenth of an inch (0.1").
10. "Micro spray irrigation system" means a low-pressure, low-volume irrigation system utilizing emission devices that spray, mist, sprinkle, or drip with a precipitation or flow rate measured in GPH, designed to slowly apply small volumes of water to a specific area.

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Advice Letter No. 2167-A

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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C. DEFINITIONS (Continued)

11. "Ornamental landscape" means shrubs, bushes, flowers, ground cover, turf, lawns, and grass planted for the purpose of improving the aesthetic appearance of property, but does not include crops or other agricultural products or special landscape areas.
12. "Ornamental turf" means a ground cover surface of grass that can be mowed and is planted for the purpose of improving the aesthetic appearance of the property, but does not include crops or other agricultural products or special landscape areas.
13. "Plumbing fixture" means a receptacle or device that is connected to a water supply system, including, but not limited to, pipes, toilets, urinals, showerheads, faucets, washing machines, water heaters, tubs, and dishwashers.
14. "Potable water" means water supplied by Cal Water which conforms to the federal and state standards for human consumption.
15. "Properly programmed" means a smart irrigation controller that has been programmed according to the manufacturer's instructions and site-specific conditions.
16. "Real-time water measurement device" means a device or system that provides regularly updated electronic information regarding the customer's water use.
17. "Runoff" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape onto other areas.
18. "Smart irrigation controller" means an automatic device used to remotely control valves that operate an irrigation system that has been tested by an American National Standards Institute accredited third-party certifying body or laboratory in accordance with the Environmental Protection Agency's WaterSense program (or an analogous successor program), and certified by such body or laboratory as meeting the performance and efficiency requirements of such program, or the more stringent performance and efficiency requirements of another similar program.
19. "Special landscape area" means an area of the landscape dedicated solely to edible plants and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.
20. "Turf" means a ground cover surface of grass that can be mowed.
21. "Water feature" means a design element where open, artificially supplied water performs an aesthetic or recreation feature, including, but not limited to, ponds, lakes, waterfalls, fountains, and streams.
22. "Water use evaluation" means an evaluation of the efficiency of indoor water-using devices, including, but not limited to, measurement of flow rates for all existing showerheads, faucets, and toilets, inspection for leaks, and providing written recommendations to improve the efficiency of the indoor water-using fixtures and devices and/or an evaluation of the performance of an irrigation system, including, but not limited to, inspection for leaks, reporting of overspray or runoff, and providing written recommendations to improve the performance of the irrigation system.

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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D. ENFORCEMENT

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Each Stage of this Rule establishes certain restrictions on the use of potable water. Violating the restrictions set forth in a particular Stage while it is in effect is declared a non-essential, wasteful use of potable water. Subject to the schedule and conditions outlined below, Cal Water is authorized to install a flow-restricting device on the service line of any customer when its personnel verify a customer is using potable water for non-essential, wasteful uses. No person shall have any right or claim in law or in equity, against Cal Water because of, or as a result of, any matter or thing done or threatened to be done pursuant to the restrictions on using potable water for non-essential, wasteful uses.

1. **FIRST VIOLATION:** Cal Water shall provide the customer with a written notice of violation.
2. **SECOND VIOLATION:** If Cal Water verifies that the customer has used potable water for non-essential, wasteful uses after having been notified of the first violation, Cal Water shall provide the customer with a second written notice of violation and is authorized to install a flow-restricting device on the customer's service line. Cal Water shall not be held liable for any injuries, damages, and/or consequences arising from the installation of a flow restricting device.
3. **NOTICES OF VIOLATION:**
 - A. Written notices of violation provided to customers pursuant to this Rule shall document the verified violation and alert the customer to the fact that future violations of the restricted uses of potable water may result in the installation of a flow-restricting device on the customer's service line or the discontinuation of the customer's service.
 - B. If Cal Water elects to install a flow-restricting device on a customer's service line, the written notice of violation shall explain that a flow-restricting device has or will be installed on the customer's service line, document the steps the customer must take in order for the flow-restricting device to be removed, and explain that after the flow-restricting device is removed, it may be reinstalled, without further notice, if the customer is again verified by Cal Water's personnel to be using potable water for non-essential, wasteful uses.
4. **FLOW RESTRICTING DEVICE CONDITIONS:** The installation of a flow-restricting device on a customer's service line is subject to the following conditions:
 - a. The device shall be capable of providing the premise with a minimum of 3 Ccf per person, per month, based upon the U.S. Census calculation of the average number of people in a household in the area.
 - b. The device may only be removed by Cal Water, and only after a minimum three-day period has elapsed.
 - c. Any tampering with the device may result in the discontinuation of the customer's water service and the customer being charged for any damage to Cal Water's equipment or facilities and any required service visits.

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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D. ENFORCEMENT (Continued)

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d. After the removal of the device, if Cal Water verifies that the customer is using potable water for non-essential, wasteful uses, Cal Water may install another flow-restricting device without prior notice. This device may remain in place until water supply conditions warrant its removal. If, despite the installation of the device, Cal Water verifies that the customer is using potable water for non-essential and, unauthorized wasteful uses, then Cal Water may discontinue the customer's water service, as provided in its Rule No. 11.

5. **FLOW-RESTRICTING DEVICE REMOVAL CHARGES:** The charge to customers for removal of a flow-restricting device installed pursuant to this Rule is \$100 during normal business hours, and \$150 for the device to be removed outside of normal business hours.

E. WASTEFUL USES OF WATER

Except where necessary to address an immediate health or safety need or to comply with a term or condition in a permit issued by a state or federal agency, customers are prohibited, at all times, from using potable water for the following actions, as each is declared a non-essential, wasteful use of water:

1. Use of potable water through a broken or defective plumbing fixture or irrigation system when Cal Water has notified the customer in writing to repair the broken or defective plumbing fixture or irrigation system, and the customer has failed to effect such repairs within seven (7) business days of receipt of such notice;
2. The application of potable water to landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
3. The use of a hose that dispenses potable water to wash vehicles, including cars, trucks, buses, boats, aircraft, and trailers, whether motorized or not, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.

F. MANDATORY STAGED RESTRICTIONS OF WATER USE

1. **ADOPTION OF STAGED MANDATORY RESTRICTIONS:** Cal Water may implement the following staged mandatory restrictions of water use, after notifying the Director of the Commission's Division of Water and Audits (DWA), by a Tier 1 advice letter in both hard-copy and emailed formats, of Cal Water's intent to implement a particular stage, if:
 - a. Water supplies are projected to be insufficient to meet normal customer demand by Cal Water; or
 - b. A water supply shortage or threatened shortage exists; or
 - c. Water supplies are curtailed by a wholesale water supplier; or
 - d. Directed to do so under a duly adopted emergency regulation by the Commission or other authorized government agencies.

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

2. **PUBLIC NOTICE:** Thirty (30) days prior to implementing a mandatory staged reduction in water use in this Rule, Cal Water shall notify its customer of the requirements of the particular stage implemented by Cal Water by bill insert, direct mailing, email, or bill message directing the customer to additional information on Cal Water's website.
3. **STAGE 1 WATER SHORTAGE:** A Stage 1 Water Shortage occurs when Cal Water, the Commission, a wholesale water supplier, or other authorized government agency determines that measures are needed to reduce water consumption by customers served by public water suppliers. In addition to the prohibitions outlined in **Section E**, the following restrictions may be imposed by Cal Water, except where necessary to address an immediate health or safety need or to comply with a term or condition in a permit issued by a state or federal agency:
 - a. Outdoor Irrigation Restrictions (Stage 1)
 - i. Irrigating ornamental landscapes with potable water is limited to no more than **three (3) days** per week, on a schedule established and posted by Cal Water on its website or otherwise provided to customers by bill message, bill insert, direct mail, or email, or as follows:
 1. Customers with even-numbered addresses may irrigate on Saturdays, Tuesdays, and Thursdays.
 2. Customers with odd-numbered addresses may irrigate on Sundays, Wednesdays, and Fridays.
 3. Customers without a street address may irrigate on Saturdays, Tuesdays, and Thursdays.
 4. Notwithstanding the foregoing restrictions, irrigation of special landscape areas or commercial nurseries may occur as needed, provided that the customer who wishes to irrigate a special landscape area or commercial nursery presents Cal Water with a plan to achieve water use reductions commensurate with those that would be achieved by complying with foregoing restrictions.
 5. Notwithstanding the foregoing restrictions, when a city, county, or other local public agency in one of Cal Water's service areas duly adopts restrictions on the number of days or hours of the day that customers may irrigate which are different than those adopted by Cal Water, Cal Water may enforce the city, county, or other local public agency's restrictions.
 - ii. Irrigating ornamental landscape with potable water is prohibited during the hours between **8:00 a.m. and 6:00 p.m.**
 - iii. The foregoing restrictions do **not** apply to:
 1. Landscape irrigation zones that exclusively use drip irrigation systems and/or micro spray irrigation system;

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 1 (cont.)]

2. Irrigating ornamental landscapes with the use of a hand-held bucket or similar container, with a continuously monitored hose which is fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored, or for the express purpose of adjusting or repairing an irrigation system.
- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the customer's plumbing fixture(s) or irrigation system(s) must be repaired within **five (5) business days** of written notification by Cal Water, unless other arrangements are made with Cal Water.
- c. **Prohibited Uses of Water:** Customers are prohibited from using potable water for the following actions:
 - i. The application of potable water to driveways and sidewalks;
 - ii. The use of potable water in a water feature, except where the water is part of a recirculating system;
 - iii. The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall.
- d. Other duly adopted restrictions on the use potable water as prescribed from time to time by the Commission or other authorized government agencies are incorporated herein by reference.
4. **STAGE 2 WATER SHORTAGE:** A Stage 2 Water Shortage occurs when the Stage 1 Water Shortage restrictions are deemed insufficient to achieve identified water use goals established by Cal Water, the Commission, a wholesale water supplier, or other authorized government agency. In addition to the prohibited wasteful water use practices listed in Section D, the following restrictions may be imposed by Cal Water, except where necessary to address an immediate health or safety need or to comply with a term or condition in a permit issued by a state or federal agency. Differences from or additions to the previous Stage are underlined.
 - a. **Outdoor Irrigation Restrictions (Stage 2)**
 - i. Irrigating ornamental landscapes with potable water is limited to no more than **three (3) days** per week, on a schedule established and posted by Cal Water on its website or otherwise provided to customers by bill message, bill insert, direct mail, or email, or as follows:
 1. Customers with even-numbered addresses may irrigate on Saturdays, Tuesdays, and Thursdays.
 2. Customers with odd-numbered addresses may irrigate on Sundays, Wednesdays, and Fridays.

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 2 (cont.)]

3. Customers without a street address may irrigate on Saturdays, Tuesdays, and Thursdays.
4. Notwithstanding the foregoing restrictions, irrigation of special landscape areas or commercial nurseries may occur as needed, provided that the customer who wishes to irrigate a special landscape area or commercial nursery presents Cal Water with a plan to achieve water use reductions commensurate with those that would be achieved by complying with foregoing restrictions.
5. Notwithstanding the foregoing restrictions, when a city, county, or other public agency in one of Cal Water's service areas duly adopts restrictions on the number of days or hours of the day that customers may irrigate which are different than those adopted by Cal Water, Cal Water may enforce the city, county, or other local public agency's restrictions.
- ii. Irrigating ornamental landscape with potable water is prohibited during the hours between **8:00 a.m. and 6:00 p.m.**
- iii. The foregoing restrictions do **not** apply to:
 1. Landscape irrigation zones that exclusively use drip irrigation systems and/or micro spray irrigation system;
 2. Irrigating ornamental landscapes with the use of a hand-held bucket or similar container, a continuously monitored hose which is fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored, or for the express purpose of adjusting or repairing an irrigation system.
- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the customer's plumbing fixture(s) or irrigation system(s) must be repaired within **three (3) business days** of written notification by Cal Water, unless other arrangements are made with Cal Water.
- c. **Prohibited Uses of Water:** Customers are prohibited from using potable water for the following actions:
 - i. The application of potable water to driveways and sidewalks;
 - ii. The use of potable water in a water feature, except where the water is part of a recirculating system;
 - iii. The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall;
 - iv. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 2 (cont.)]

- v. Irrigation of ornamental landscape on public street medians;
 - vi. Irrigation outside of newly constructed homes and buildings with potable water in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
 - d. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guest room using clear and easily understood language.
 - e. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds with potable water is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to the implementation of any staged mandatory restrictions of water use as described in this Rule.
 - f. Other duly adopted restrictions on the use of potable water as prescribed from time to time by the Commission or other authorized government agencies are incorporated herein by reference.
5. STAGE 3 WATER SHORTAGE: A Stage 3 Water Shortage occurs when the Stage 2 Water Shortage restrictions are deemed insufficient to achieve identified water use goals established by Cal Water, the Commission, a wholesale water supplier, or other authorized government agency. In addition to the prohibited wasteful water use practices listed in Section D, the following restrictions may be imposed by Cal Water, except where necessary to address an immediate health or safety need or to comply with a term or condition in a permit issued by a state or federal agency. Differences from or additions to the previous Stages are underlined.
- a. Outdoor Irrigation Restrictions
 - i. Irrigating ornamental landscapes with potable water is limited to no more than **two (2) days** per week, on a schedule established and posted by Cal Water on its website or otherwise provided to customers by bill message, bill insert, direct mail, or email, or as follows:
 - 1. Customers with even-numbered addresses may irrigate on Saturdays and Tuesdays (previous Stages allowed Thursdays as well).
 - 2. Customers with odd-numbered addresses may irrigate on Sundays and Wednesdays (previous Stages allowed Fridays as well).
 - 3. Customers without a street address may irrigate on Saturdays and Tuesdays (previous Stages allowed Thursdays as well).

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 3 (cont.)]

4. Notwithstanding the foregoing restrictions, irrigation of special landscape areas or commercial nurseries may occur as needed, provided that the customer who wishes to irrigate a special landscape area or commercial nursery presents Cal Water with a plan to achieve water use reductions commensurate with those that would be achieved by complying with foregoing restrictions.
5. Notwithstanding the foregoing restrictions, when a city, county, or other local public agency in one of Cal Water's service areas duly adopts restrictions on the number of days or hours of the day that customers may irrigate which are different than those adopted by Cal Water, Cal Water may enforce the city, county, or other local public agency's restrictions.
- ii. Irrigating ornamental landscape with potable water is prohibited during the hours between **8:00 a.m. and 6:00 p.m.**
- iii. The foregoing restrictions do **not** apply to:
 1. Landscape irrigation zones that exclusively use drip irrigation systems and/or micro spray irrigation system;
 2. Irrigating ornamental landscapes with the use of a hand-held bucket or similar container, a continuously monitored hose which is fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored, or for the express purpose of adjusting or repairing an irrigation system.
- b. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the customer's plumbing fixtures and/or irrigation system must be repaired within **two (2) business days** of written notification by Cal Water, unless other arrangements are made with Cal Water.
- c. **Prohibited Uses of Water:** Customers are prohibited from using potable water for the following actions:
 - i. The application of potable water to driveways and sidewalks;
 - ii. The use of potable water in a water feature, except where the water is part of a recirculating system;
 - iii. The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall;
 - iv. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
 - v. Irrigation of ornamental turf on public street medians;
 - vi. Irrigation outside of newly constructed homes and buildings with potable water in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
 - vii. Use of potable water for street cleaning with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible);

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 3 (cont.)]

- viii. Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or other method can be used.
- d. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guest room using clear and easily understood language.
- e. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds with potable water is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to the implementation of any staged mandatory restrictions of water use as described in this Rule.
- f. Other duly adopted restrictions on the use of potable water as prescribed from time to time by the Commission or other authorized government agencies are incorporated herein by reference.
6. STAGE 4 WATER SHORTAGE: A Stage 4 Water Shortage occurs when the Stage 3 Water Shortage restrictions are deemed insufficient to achieve identified water use goals established by Cal Water, the Commission, a wholesale water supplier, or other authorized government agency. In addition to the prohibited wasteful water use practices listed in Section D, the following restrictions may be imposed by Cal Water, except where necessary to address an immediate health or safety need or to comply with a term or condition in a permit issued by a state or federal agency. Differences from or additions to the previous Stage are underlined.
- a. Irrigating ornamental landscape with potable water is prohibited, except when a hand-held bucket or a similar container, or a continuously monitored hose which is fitted with an automatic shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use or monitored is used to maintain vegetation, including trees and shrubs.
- b. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks, or other malfunctions in the customer's plumbing fixtures or irrigation system must be repaired within **one (1) business day** of written notification by Cal Water, unless other arrangements are made with Cal Water.

Prohibited Uses of Water: Customers are prohibited from using potable water for the following actions:

- i. The application of potable water to driveways and sidewalks;
- ii. The use of potable water in a water feature, except where the water is part of a recirculating system;
- iii. The application of potable water to outdoor landscapes during and within forty-eight (48) hours after measurable rainfall;

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WATER SHORTAGE CONTINGENCY PLAN (continued)

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F. MANDATORY STAGED RESTRICTIONS OF WATER USE (Continued)

[Stage 4 (cont.)]

- iv. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;

[Note that items previously identified as (v) and (vi) in Stage 3 have been eliminated.]

- v. Use of potable water for street cleaning with trucks (the previous Stage allowed certain exceptions);

- vi. Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses (the previous Stage allowed certain exceptions).

- c. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guest room using clear and easily understood language.

- d. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds with potable water is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to the implementation of any staged mandatory restrictions of water use as described in this Rule.

- f. Other duly adopted restrictions on the use of utility-supplied potable water as prescribed from time to time by the Commission or other authorized government agencies, commissions, or officials are incorporated herein by reference.

G. ADOPTION OF STAGED MANDATORY WATER USE REDUCTIONS (for Schedule 14.1)

1. ADDITION OF SCHEDULE 14.1: If, in the opinion of Cal Water, more stringent water conservation measures are required due to supply conditions or government directive, Cal Water may request the addition of a Schedule No. 14.1 – Staged Mandatory Water Use Reductions, via a Tier 2 advice letter.

- A. Cal Water may not activate Schedule No. 14.1 until it has been authorized to do so by the California Public Utilities Commission, as delegated to its Division of Water and Audits.

- B. A Schedule No. 14.1 that has been authorized by the California Public Utilities Commission shall remain dormant until triggered by specific conditions detailed in the Schedule 14.1 tariff and Cal Water has requested and received authorization for activating a stage by the California Public Utilities Commission.

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Decision No. -

Issued by
PAUL G. TOWNSLEY
NAME
Vice President
TITLE

(To be inserted by Cal. P.U.C.)
Date Filed _____

Effective _____

Resolution No. _____

Rule No. 14.1

(N)

WATER SHORTAGE CONTINGENCY PLAN (continued)

(Page 12)

G. ADOPTION OF STAGED MANDATORY WATER USE REDUCTIONS (for Schedule 14.1) (continued)

- c. Notice of the Tier 2 advice letter and associated public participation hearing, if required, shall be provided to customers through a bill insert or a direct mailing, as set forth in Subsection 5 (Public Notice) below.
- d. Cal Water shall comply with all requirements of Sections 350-358 of the California Water Code.
- e. The Tier 2 advice letter requesting the addition of a Schedule No. 14.1 shall include, but not be limited to:
 - i. A proposed Schedule No. 14.1 tariff, which shall include but not be limited to:
 - 1. Applicability,
 - 2. Territory applicable to,
 - 3. A detailed description of each stage of water budgets (the number of stages requested for a ratemaking area may vary depending on the specifics of the water shortage event),
 - 4. A detailed description of the trigger(s) that activates each stage of water budgets,
 - 5. A detailed description of each water use restriction for each stage of water budgets,
 - 6. Water use violation levels, written warning levels, associated fines, if applicable, and exception procedures,
 - 7. Conditions for installation of a flow restrictor,
 - 8. Charges for removal of flow restrictors, and
 - 9. Special conditions
 - ii. Justification for, and documentation and calculations in support of the water budgets.
- 2. Conditions for Activating Schedule No. 14.1: Cal Water may file a Tier 1 advice letter to request activation of a particular stage of its Schedule No. 14.1 tariff if:
 - a. Cal Water, the California Public Utilities Commission, wholesale water supplier, or other government agency declares an emergency requiring mandatory water budgets, mandatory water rationing, or mandatory water allocations; or
 - b. A government agency declares a state of emergency in response to severe drought conditions, earthquake or other catastrophic event that severely reduces Cal Water's water supply; or
 - c. Cal Water is unable to achieve water conservation targets set by itself; or
 - d. Water conservation targets set by itself or a governing agency are insufficient; or
 - e. Cal Water chooses to subsequently activate a different stage of its Schedule No. 14.1 tariff.

(continued)

(To be inserted by utility)

Advice Letter No. 2167-A

Decision No. -

Issued by

PAUL G. TOWNSLEY

NAME

Vice President

TITLE

(To be inserted by Cal. P.U.C.)

Date Filed

Effective

Resolution No.

Rule No. 14.1

WATER SHORTAGE CONTINGENCY PLAN (continued)

(Page 13)

(N)

G. ADOPTION OF STAGED MANDATORY WATER USE REDUCTIONS (for Schedule 14.1) (continued)

- a. Include, but not be limited to, a justification for activating the particular stage of mandatory water use reductions, as well as the period during which the particular stage will be in effect.
 - b. Be accompanied by the customer notification measures detailed in sub-section 5 (Public Notice) below.
4. De-Activating Schedule No. 14.1: When Schedule No. 14.1 is activated and Cal Water determines that water supplies are again sufficient to meet normal demands, and mandatory water use reductions are no longer necessary, Cal Water shall seek the approval of the California Public Utilities Commission, via a Tier 1 advice letter, to deactivate the particular stage of mandatory water use reductions that had been authorized.
5. Public Notice
- a. When Cal Water requests the addition of a Schedule 14.1 – Staged Mandatory Water Use Reductions Tariff, via a Tier 2 advice letter, it shall provide notice of the Tier 2 advice letter and associated public hearing provided to customers through bill inserts or direct mailing, and it shall comply with all requirements of Sections 350-358 of the California Water Code (CWC), including but not limited to the following:
 - i. In order to be in compliance with both the General Order 96-B and CWC, notice shall be provided via both newspaper and bill insert/direct mailing.
 - ii. One notice shall be provided for each advice letter filed, that includes both notice of the filing of the Tier 2 advice letter as well as the details of the public hearing (date, time, place, etc.).
 - iii. The public meeting shall be held after the Tier 2 advice letter is filed, and before the Commission authorizes the addition of Schedule 14.1 to the tariff except in cases of emergency water shortages approved by DWA.
 - iv. Cal Water shall consult with Division of Water and Audits staff prior to filing advice letter, in order to determine details of public meeting.
 - b. In the event that Schedule No. 14.1- Staged Mandatory Water Use Reductions Tariff is triggered, and Cal Water requests activation through the filing of a Tier 1 advice letter, Cal Water shall notify its customers and provide each customer with a summary of Schedule No. 14.1 by means of bill insert or direct mailing. Notification shall take place prior to imposing any penalties associated with this plan. If activation of Schedule No. 14.1 occurs one year or more since the public hearing associated with adding Schedule 14.1 to its tariffs, then Cal Water shall conduct a public hearing pursuant to California Water Code Section 351 prior to activating a stage of its Mandatory Water Use Reduction Tariff.
 - c. During the period that a stage of Schedule No. 14.1 is activated, Cal Water shall provide customers with updates in at least every other bill, regarding its water supply status and the results of customers' conservation efforts.

(N)

[end]

(To be inserted by utility)
Advice Letter No. 2167-A
Decision No. -

Issued by
PAUL G. TOWNSLEY
NAME
Vice President
TITLE

(To be inserted by Cal. P.U.C.)
Date Filed _____
Effective _____
Resolution No. _____



110 W. Taylor Street
 San Jose, CA 95110-2131

June 18, 2021

California Public Utilities Commission
 505 Van Ness Avenue
 San Francisco, CA 94102

Advice Letter No. 563

San Jose Water Company (U-168-W) (SJWC) hereby transmits for filing the following changes in tariff schedules applicable to its service area and which are attached hereto:

<u>Cal. P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Cancelling Cal. P.U.C. Sheet No.</u>
2118-W	Rule 14.1 – Water Shortage Contingency Plan (Continued)	1658-W
2119-W	Rule 14.1 – Water Shortage Contingency Plan (Continued)	1659-W
2120-W	Rule 14.1 – Water Shortage Contingency Plan (Continued)	1781-W
2121-W	Rule 14.1 – Water Shortage Contingency Plan (Continued)	1782-W
2122-W	Rule 14.1 – Water Shortage Contingency Plan (Continued)	
2123-W	Table of Contents	2115-W
2124-W	Table of Contents (Continued)	2081-W

With this advice letter, SJWC requests authorization to update and activate its Rule 14.1 in response to the declared Water Shortage Emergency by Valley Water.

These tariffs are submitted pursuant to General Orders (GO) No. 96-B Water Industry Rules 7.3.2. This advice letter is designated as a Tier II Advice Letter.

The present rates for SJWC became effective January 1, 2021, by Advice Letter No. (AL) 556.

Background

SJWC originally updated and activated Schedule No. 14.1, including Drought Allocations and Excess Usage Surcharges, through AL 473, filed May 11, 2015, and its supplement, AL-473A. This was in response to the drought conditions and the local government actions taken in response to the drought during that time.

On July 11, 2016, SJWC filed AL 492 to modify Schedule No. 14.1 and set Drought Allocations at 20% of 2013 water usage. AL 492 was filed in response to the reduction in conservation requirements by the Santa Clara Valley Water District (Valley Water).

Through AL 505, filed January 27, 2017, SJWC notified the Commission that it was suspending its allocation program and all drought surcharges provided for in Schedule 14.1: Water Shortage Contingency Plan with Staged Mandatory Reductions and Drought Surcharges.

Due to current drought conditions, Valley Water has again issued mandatory water conservation use reductions. On June 9, 2021, Valley Water adopted a resolution calling for mandatory water use reductions of 15% compared to 2019 water use. Valley Water's resolution is attached hereto as Attachment A.

Request

SJWC is filing Advice Letter 563 to update its Rule No. 14.1, Water Shortage Contingency Plan, to align with its recently updated 2020 Urban Water Management Plan. In addition, this filing seeks to activate Stage 3 of its Water Shortage Contingency Plan to comply with Valley Water's mandatory conservation resolution. Proposed tariff sheets with the requested updates are attached hereto.

Effective Date

SJWC requests that the updated tariff sheets become effective June 9, 2021, the effective date of Valley Water's resolution.

Protests and Responses

Anyone may respond to or protest this advice letter. A response does not oppose the filing but presents information that may prove useful to the Commission in evaluating the advice letter. A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. These grounds may include the following:

- 1) The utility did not properly serve or give notice of the advice letter;
- 2) The relief requested in the advice letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies;
- 3) The analysis, calculations, or data in the advice letter contain material error or omissions;
- 4) The relief requested in the advice letter is pending before the Commission in a formal proceeding;
- 5) The relief requested in the advice letter requires consideration in a formal hearing, or is otherwise inappropriate for the advice letter process; or

- 6) The relief requested in the advice letter is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require relitigating a prior order of the Commission).

A response or protest must be made in writing or by electronic mail and must be received by the Water Division within 20 days of the date this advice letter is filed. The address for mailing or delivering a protest is:

Tariff Unit, Water Division, 3rd floor
California Public Utilities Commission,
505 Van Ness Avenue
San Francisco, CA 94102
water_division@cpuc.ca.gov

On the same date the response or protest is submitted to the Water Division, the respondent or protestant shall send a copy of the protest by mail to us, addressed to:

Regulatory Affairs
San Jose Water Company
110 West Taylor Street
San Jose, CA 95110
Fax 408.279.7934
regulatoryaffairs@sjwater.com.

The advice letter process does not provide for any responses, protests or comments, except for the utility's reply, after the 20-day comment period. Public notice is not required.

In compliance with Paragraph 4.3 of General Order 96-B, a copy of this advice letter has been emailed to all interested and affected parties as detailed in Attachment B. Due to the pandemic, no hardcopies of this filing is being mailed.

SJWC has Advice Letters 557, 561, and 562 pending before the Commission.

CALIFORNIA PUBLIC UTILITIES COMMISSION
ADVICE LETTER NO. 563
Page 4

This filing will not cause the withdrawal of service, nor conflict with other schedules or rules.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'John Tang', with a stylized, cursive script.

JOHN TANG
Vice President of Regulatory Affairs
Enclosures

SAN JOSE WATER COMPANY

ADVICE LETTER NO. 563

ATTACHMENT A

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 21-68

**RESCINDING RESOLUTION 17-43, DECLARING A WATER SHORTAGE
EMERGENCY CONDITION CALLING FOR WATER USE RESTRICTIONS, AND
URGING THE COUNTY OF SANTA CLARA TO PROCLAIM A LOCAL EMERGENCY**

WHEREAS, a public hearing was held on June 9, 2021, on the matter of whether the Santa Clara Valley Water District (Valley Water) Board of Directors should declare that a water shortage emergency condition exists within Santa Clara County (County); and

WHEREAS, notice of said hearing was published on June 2, 2021, in the *San Jose Mercury News*, a newspaper of general circulation printed and published within the County; and

WHEREAS, at said hearing, all persons present were given an opportunity to be heard by the Board; and

WHEREAS, the Board heard and considered public testimony, staff's presentation, and other evidence presented at said hearing; and

WHEREAS, the County is in its second consecutive year of drought, and the County is now in an extreme drought condition according to the United States Drought Monitor; and

WHEREAS, pursuant to Water Code Section 350 a "governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection"; and

WHEREAS, the Board seeks to conserve the limited water supply of Valley Water for the greatest public benefit with particular regard to public health, fire protection, and domestic use without threatening local land subsidence, by ensuring the conservation of water, by avoiding the waste of water, and to the extent necessary and by reason of the existing water shortage emergency condition, by reducing water use in the County in a manner that is fair and equitable; and

WHEREAS, on March 22, 2021, the California State Water Resources Control Board mailed early warning notices to water rights holders in California, including Valley Water, urging them to plan for potential shortages by reducing water use and adopting practical conservation measures; and

WHEREAS, local watershed runoff was substantially limited in the 2020 and 2021 water years due to extreme dry conditions and Valley Water's current local surface water storage as of June 1 is at 26 percent of the 20-year average; and

WHEREAS, Anderson Reservoir is Valley Water's largest surface water reservoir and holds up to 89,278 acre-feet of water—more than all of Valley Water's other nine surface water reservoirs combined; and

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

WHEREAS, on February 20, 2020, the Federal Energy Regulatory Commission, for public health and safety reasons, ordered Valley Water to drain Anderson Reservoir to deadpool beginning no later than October 1, 2020; and

WHEREAS, Anderson Reservoir has been drained to deadpool and will not be available as a surface water storage facility for the duration of the Anderson Dam Seismic Retrofit Project, which is expected to last 10 years; and

WHEREAS, the availability of Coyote Reservoir, Valley Water's second largest reservoir, is also limited because of California Department of Water Resources Division of Safety of Dams storage limits; and

WHEREAS, due to the unavailability of Anderson Reservoir and limited availability of Coyote Reservoir due to regulatory restrictions, Valley Water's ability to store water locally for groundwater recharge and water treatment plant supplies, and as a buffer to mitigate against current and future water shortages, is significantly limited; and

WHEREAS, the snowpack in the northern Sierra Nevada Mountains was 5 percent of normal and the statewide snow water equivalent was zero percent of normal as of June 1, 2021; and the 2021 State Water Project allocation is 5 percent, and the 2021 South-of-Delta Central Valley Project allocation is currently 25 percent for Municipal & Industrial water and zero percent for Agricultural water; and

WHEREAS, there is significant uncertainty as to local and statewide water supply conditions, and imported supplies may continue to be negatively impacted; and

WHEREAS, Santa Clara County relies heavily on unpredictable imported water to supplement local water to supply its drinking water treatment plants, to replenish the local groundwater basins, and to prevent adverse community impacts such as the return of historic overdraft and land subsidence in northern Santa Clara County; and

WHEREAS, through careful groundwater management, Santa Clara County groundwater storage at the start of 2021 was well within the "Normal" stage (Stage 1) of Valley Water's Water Shortage Contingency Plan, but without additional water use reduction this storage is expected to drop significantly by as much as 80,000 acre-feet by the end of 2021 due to limited recharge and increased pumping as a result of drought conditions, reduced imported water allocations, and the loss of Anderson Reservoir as a surface water storage facility; and

WHEREAS, if drought conditions continue into 2022 and imported water supplies continue to be severely limited, the worst case scenario projects groundwater to drop to the "Emergency" stage (Stage 5) of the Water Shortage Contingency Plan without additional water use reduction, which would greatly increase the risk of resumed land subsidence in northern Santa Clara County, risk wells going dry in residential areas of the County where groundwater is the sole source of drinking water, and risk that the ordinary demands and requirements of water consumers will not be satisfied without depleting the water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, due to historic groundwater overdraft, the greater San José metropolitan area and heart of Silicon Valley had up to 14 feet of permanent subsidence, which resulted in seawater

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

intrusion, increased flood risk, and widespread damage to infrastructure, conservatively estimated to cost over \$947 million in 2021 dollars; and

WHEREAS, over 3,000 domestic wells users in southern Santa Clara County depend on groundwater for potable water supplies and these wells are often more vulnerable than public water supply wells, which are typically deeper; and

WHEREAS, Valley Water must maintain sufficient groundwater storage to guard against land subsidence, meet local water demands, cope with supply interruptions from natural disasters and ensure sufficient water for fire protection; and

WHEREAS, it is Valley Water's policy and is in the interest of Valley Water and the community to reduce the severity and occurrences of drought or dry weather induced water shortages by encouraging water use reduction measures so that available water supplies can meet at least 80 percent of average annual demand in drought years; and

WHEREAS, Santa Clara County and the region are subject to reoccurring droughts of varying severity, such as those prompting Valley Water to call for water use reductions in 1977, 1987 to 1992, 2007 to 2010; and

WHEREAS, Santa Clara County and California experienced a historic, multiyear drought from 2012 to 2016, prompting Valley Water to call for mandatory water use reductions between 20 to 30 percent since 2014; and

WHEREAS, on June 13, 2017, by Resolution 17-43, Valley Water continued its call for a voluntary 20 percent water use reduction (as compared to 2013 water use), and called for efforts to make water conservation a way of life; and

WHEREAS, on April 27, 2021, the Board voted to call for a voluntary 25 percent water use reduction (as compared to 2013 water use); and

WHEREAS, continuing the progress and momentum of community water use reductions and water wise efforts to make water conservation a way of life will improve long-term water supply reliability; and

WHEREAS, increasing long-term water conservation efforts and improving water use efficiency; strengthening local and regional drought planning; and increasing water supply and land use planning coordination are critical to Santa Clara County's resilience to drought, which may be intensified in the future with climate change; and

WHEREAS, Valley Water continues to work closely with its retail water agencies, untreated surface water customers, well owners, farmers, regulatory agencies, state and federal project operators, other water districts, and local municipalities and land use agencies to develop common sense approaches with the goal of achieving drought resiliency.

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District hereby:

1. Rescinds Board Resolution 17-43; and
2. Declares pursuant to California Water Code Section 350 that a water shortage emergency condition now prevails within the County and a continued supply of water cannot be assured for human consumption, sanitation, and fire protection without threatening local land subsidence, and that such water shortage emergency condition shall continue until the Valley Water's Board adopts a finding determining otherwise; and
3. Establishes a water reduction program pursuant to Article C(4)(c) of Valley Water's treated water contracts by calling for water retailers to achieve a water use reduction equal to 33 percent of 2013 water use (15 percent of 2019 water use), which will result in a 23 percent reduction of Valley Water treated water scheduled deliveries to water retailers while such water reduction program is in effect; and
4. Commits to aggressively promote its conservation programs and information for the public, residents, businesses, agricultural and untreated water customers, and retailers to support all sectors in reducing water use; and
5. Urges Santa Clara County farmers and untreated water customers to consider the water shortage emergency condition in planting and irrigation practices; and
6. Calls for the public to restrict outdoor watering of ornamental landscapes or lawns with potable water to a maximum of three days a week; and
7. Urges local enforcement of other water waste restrictions currently in effect by local agencies and retailers, or as may be amended; and
8. Requests that the Santa Clara County Board of Supervisors proclaim a local emergency now exists throughout the County due to drought conditions; and
9. Supports local adoption and enforcement of additional water waste restrictions by cities, retailers, and the County as needed to achieve the water use reduction target of 15 percent of 2019 water use (33 percent of 2013 water use); these may include prohibitions against the following:
 - Use of potable water for more than minimal landscaping, as defined in the landscaping regulated of the jurisdiction or as described in Article 10.8 of the California Government Code in connection with new construction;
 - Excessive use of water: when a utility has notified the customer in writing to repair a broken or defective plumbing, sprinkler, watering or irrigation system and the customer has failed to affect such repairs within five business days, the utility may install a flow restriction device;
 - Use of potable water that results in flooding or runoff in gutters or streets;

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-58

- Individual private washing of cars with a hose except with the use of a positive action shut-off nozzle. Use of potable water for washing commercial aircraft, cars, buses, boats, trailers, or other commercial vehicles at any time, except at commercial or fleet vehicle or boat washing facilities operated at a fixed location where equipment using water is properly maintained to avoid wasteful use;
 - Use of potable water for washing buildings, structures, driveways, patios, parking lots, tennis courts, or other hard-surfaced areas, except in the cases where health and safety are at risk;
 - Use of potable water to irrigate turf, lawns, gardens, or ornamental landscaping by means other than drip irrigation, or hand watering without quick acting positive action shut-off nozzles, on a specific schedule, for example: 1) before 9:00 a.m. and after 5:00 p.m.; 2) every other day; or 3) selected days of the week;
 - Use of potable water for street cleaning with trucks, except for initial wash-down for construction purposes (if street sweeping is not feasible), or to protect the health and safety of the public;
 - Use of potable water for construction purposes, such as consolidation of backfill, dust control, or other uses unless no other source of water or other method can be used;
 - Use of potable water for construction purposes unless no other source of water or other method can be used;
 - Use of potable water for street cleaning;
 - Operation of commercial car washes without recycling at least 50 percent of the potable water used per cycle;
 - Use of potable water for watering outside plants, lawn, landscape, and turf areas during certain hours if and when specified in CPUC Tariff Schedule No. 14.1 when the schedule is in effect;
 - Use of potable water for decorative fountains or the filling or topping off of decorative lakes or ponds. Exceptions are made for those decorative fountains, lakes, or ponds which utilize recycled water;
 - Use of potable water for the filling or refilling of swimming pools;
 - Service of water by any restaurant except upon the request of a patron; and
 - Use of potable water to flush hydrants, except where required for public health or safety.
10. Recommends cities, retailers, and the County consider adopting water waste restrictions that are permanent.

Rescinding Resolution 17-43, Declaring a Water Shortage Emergency Condition Calling for
Water Use Restrictions, and Urging the County of Santa Clara to Proclaim a Local Emergency
Resolution No. 21-68

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by
the following vote on June 9, 2021:

AYES: Directors R. Santos, N. Hsueh, T. Estremera, B. Keegan, G. Kremen,
L. LeZotte, J. Varela
NOES: Directors None
ABSENT: Directors None
ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT


TONY ESTREMER
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC


Clerk, Board of Directors

SAN JOSE WATER COMPANY
ADVICE LETTER NO. 563
ATTACHMENT B

**SAN JOSE WATER COMPANY (U-168-
W) ADVICE LETTER 563 SERVICE LIST**

Big Redwood Park Water	waldburford@gmail.com
Brush & Old Well Mutual Water Company	BOWMWC@brushroad.com
Cal Water	cwsrates@calwater.com
City of Campbell	publicworks@cityofcampbell.com
City of Cupertino City Attorney	cityattorney@cupertino.org
City of Cupertino Director of Public Works	rogerl@cupertino.org
City of Milpitas	tndah@ci.milpitas.ca.gov
City of Milpitas	smachida@ci.milpitas.ca.gov
City of Monte Sereno	steve@cityofmontesereno.org
City of Monte Sereno	bmekechuk@cityofmontesereno.org
City of Santa Clara	water@santaclaraca.gov
City of San Jose	jeffrey.provenzano@sanjoseca.gov
City of Saratoga	jcherbone@saratoga.ca.us
County of Santa Clara	county.counsel@cco.sccgov.org
DB Davis	dbdavis@rockwellcollins.com
Dept. of Water Resources, Safe Drinking Water Office	sdwo@water.ca.gov
Valley Water	dtaylor@valleywater.org
Gillette Mutual Water Company	gapowerz@gmail.com
Gillette Mutual Water Company	goldiey@pacbell.net
Gillette Mutual Water Company	keyoung@pacbell.net
Great Oaks Water	jroeder@greatoakswater.com
Great Oaks Water	tguster@greatoakswater.com
Cal Water	jpolanco@calwater.com
James Hunter	j88hunter882@gmail.com
City of Cupertino	KirstenS@cupertino.org
Public Advocates Office	mukunda.dawadi@cpuc.ca.gov
Public Advocates Office	PublicAdvocatesWater@cpuc.ca.gov
Mountain Springs Mutual Water Co.	Lorenroy@icloud.com
Mt. Summit Mutual Water Company	wshoefler@comcast.net
Oakmount Mutual Water Company	gortiz12@comcast.net
Patrick Kearns MD	pjk3@comcast.net
Raineri Mutual Water Company	info@rainerimutual.org
Ridge Mutual Water Company	pmantey@yahoo.com
Rishi Kumar	rkumar@saratoga.ca.us
San Jose Mercury News	progers@bayareanewsgroup.com
Valley Water	afulcher@valleywater.org
Valley Water	abaker@valleywater.org
Saratoga Heights Mutual Water Company	sjw@shmwc.org
SouthWest Water Company	kcarlson@swwc.com
Stagecoach Mutual Water Company	stagecoachroadMWC@gmail.com
Summit West	RJonesPE@aol.com
Summit West	board@summitwest.org
Town of Los Gatos Dir. of Public Works	ppw@losgatosca.gov
WRATES	rita_benton@ymail.com
Villa Del Monte	mntmom33@comcast.net

SAN JOSE WATER COMPANY (U168W)
San Jose, California

Canceling

Revised
Original

Cal. P.U.C. Sheet No. 2118-W
Cal. P.U.C. Sheet No. 1658-W

RULE NO. 14.1 WATER SHORTAGE CONTINGENCY PLAN

A. GENERAL INFORMATION (Continued)

5. All monies collected by the utility through surcharges or fees shall be booked to the WRAM or a similar memorandum account to offset recovery of lost revenues.
6. All expenses incurred by the utility to implement Rule 14.1 and Schedule 14.1 that have not been considered in a General Rate Case or other proceeding shall be recoverable by the utility if determined to be reasonable by Commission. These additional monies shall be accumulated by the utility in a separate memorandum account, for disposition as directed or authorized from time to time by the Commission.
7. When Schedule 14.1 is in effect and the utility determines that water supplies are again sufficient to meet normal demands, and mandatory restrictions are no longer necessary, the utility shall seek Commission approval via a Tier 1 advice letter to deactivate the particular stage of mandatory reductions or allocations that had been authorized.
8. None of the below restrictions apply to the use of recycled water. These restrictions also shall not apply (except for Stage 4) to commercial nurseries, golf courses, or other water-dependent businesses, unless specifically required by SJWC or a governing jurisdiction.

B. CONSERVATION – NONESSENTIAL OR UNAUTHORIZED USES

STAGE 1 (CONSERVATION AND OUTREACH): Stage 1 is a call for voluntary conservation. This stage will be called by SJWC when customers are asked to meet conservation targets.

(N)

The following non-essential or unauthorized uses of water are declared to be a wasteful of water and are subject to the terms and conditions of Rule No. 11:

1. Limits on Watering: Watering or irrigating of outside plants, lawn, landscape, and turf areas with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes of watering per day per station, with no watering between 10:00 a.m. and 8:00 p.m. This provision does not apply to landscape irrigation zones that exclusively use drip-type irrigation systems. This provision also does not apply to low precipitation sprinkler systems that apply water at or less than 1.0 inch per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive action shut-off nozzle or device that causes it to cease dispensing water immediately when not in use, or for the express purpose of adjusting or repairing an irrigation system. However no irrigation can occur regardless of method that results in runoffs.
2. Use of potable water for watering outside plants lawn, landscape, and turf areas during and up to 48 hours after measurable rainfall.

(N)

(Continued)

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice No. 563

JOHN TANG
Vice President,
Regulatory Affairs

Date Filed _____

Effective _____

Dec. No. _____

TITLE

Resolution No. _____

RULE NO. 14.1
WATER SHORTAGE CONTINGENCY PLAN

(N)

B. CONSERVATION -NON-ESSENTIAL OR UNAUTHORIZED WATER USES (Continued)

STAGE 1 (CONSERVATION AND OUTREACH)

3. Obligation to Fix Leaks, Breaks or Malfunctions: Use of water through any broken or defective plumbing fixture, sprinkler, watering or irrigation system on the customer's premises when the utility has notified the customer in writing to repair the broken or defective plumbing fixture, sprinkler, watering or irrigation system, and the customer has failed to make such repairs within 5 business days after receipt of such notice.
4. Limits on Washing Vehicles: Use of potable water through a hand-held hose for washing cars, buses, boats, trailers, aircraft or other vehicles without a positive shut-off nozzle or device that causes it to cease dispensing water immediately when not in use.
5. Limit on Washing Structures and Paved Surfaces: Use of potable water through a hand-held Hose for washing buildings, structures, sidewalks, walkways driveways, patios, tennis courts, Or other had-surfaces, non-porous areas without a positive shut-off nozzle or devise that Causes it to cease dispensing water immediately when not in use.
6. Operation of commercial car washes that do not recycle the potable water used as required by the California Water Code Sections 10950-10953.
7. The serving of water, other than upon request, in eating and drinking establishments, including but not limited to restaurants, hotels, cafes, bars, or other public places where food or drink are served and/or purchased.
8. Operators hotels and motels are to provide guests with the option of choosing not to have towels and linens laundered daily and/or to require hotels and motels to prominently display a notice of this option in each guest bathroom using clear and easily understood language.
9. No Excessive Water Flow or Runoff: The use of potable water for washing buildings, structures, sidewalks, walkways, driveways, patios, tennis courts, or other hard-surfaced, non-porous areas in a manner that results in excessive run-off onto sidewalks, driveways, gutters or streets, or waste of water.
10. The use of potable water in a fountain or other decorative water device that does not have a fully automatic recirculation system, or the filling or topping off of decorative lakes or ponds, except where the water is part of a recirculating system.
11. Other restrictions on use of potable water as prescribed from time to time by the Commission, SJWC, or another governing body or agency.

(Continued)

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RULE NO. 14.1
WATER SHORTAGE CONTINGENCY PLAN

B. CONSERVATION -NON-ESSENTIAL OR UNAUTHORIZED WATER USE (Continued)

(N)

STAGE 2 (WATER REDUCTION NEEDED): Stage 2 is a call for voluntary conservation. This stage occurs when the Stage 1 limitations are deemed insufficient to achieve identified conservation targets established by SJWC. In addition to the non-essential or unauthorized uses of water listed in Stage 1, the following non-essential or unauthorized uses of water may be declared:

1. Limits on Watering Days: Watering or irrigating of lawns, landscape or other vegetated areas with potable water is limited to no more than three days per week. Irrigation will be allowed Mondays, Thursdays, and Saturdays for odd numbered and numberless addresses; irrigation will be allowed Tuesdays, Fridays and Sundays for even numbered addresses.
2. No Runoff: The use of potable water for washing for washing buildings, structures, sidewalks, walkways, driveways, patios, tennis courts, or other hard-surfaced, non-porous areas in a manner that results in run-off onto sidewalks, driveways, gutters or streets that is not redirected to landscape or vegetated areas.
3. Obligation to Fix Leaks, Breaks, or Malfunctions: Use of water through any broken or defective plumbing fixture, sprinkler, watering or irrigation system on the customer's premises when the utility has notified the customer in writing to repair the broken or defective plumbing fixture, sprinkler, watering or irrigation system, and the customer has failed to make such repairs within 72 hours after receipt of such notice
4. Other restrictions on use of potable water as prescribed by the Commission, SJWC, or Another governing body or agency.

C. STAGED REDUCTION OF WATER USAGE AND MANDATORY RESTRICTIONS

STAGE 3 (SEVERED WATER REDUCTION): Stage 3 (Severe Water Reduction) occurs when State 2 limitation are deemed insufficient to achieve identified water usage goals established by Authorized government entities. The following restriction will be enacted:

1. Limits on Watering Days: Watering or irrigation of lawns, landscape or other vegetated areas with potable water is limited to two days per week. Irrigation will be allowed Mondays and Thursdays for odd numbered and numberless addresses; irrigation will be allowed on Tuesdays and Fridays for even numbered addresses.
2. Limits on Filling Decorative Fountains or Ornamental Lakes or Pond: prohibition of the use of potable water for filling or re-filling decorative fountains, ornamental lakes or ponds more than one foot, except when fountains or ponds/lakes are drained for repairs, and except to the extent needed to sustain aquatic life in ponds/lakes, provided that such animals are of significant value and have been actively managed within the water featured prior to declaration of a supply shortage level under this Rule.

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RULE NO. 14.1
WATER SHORTAGE CONTINGENCY PLAN

(N)

C. STAGED REDUCTION OF WATER USAGE AND MANDATORY RESTRICTIONS
(continues)

STAGE 3 (SEVERED WATER REDUCTION):

3. Limits on Washing Vehicles: Washing of vehicles, except at a commercial car washing that utilizes recycled water or re-circulating water system to capture or reuse water.
4. Use of potable water for washing buildings, structures, sidewalks, walkways, driveways, Patios, tennis courts, or other hard-surfaces, non-porous areas, except to protect the health and safety of the public.
5. Use of potable water for construction purposes, including washing streets, backfill, and dust control, if other actions to accomplish the same purposes without water are feasible and/or permitted or if recycled water is reasonably available as determined by a government agency.
6. Other restriction on use of potable water as prescribed by the Commission, SJWC, or another Governing body or agency.

STAGE 4 (CRITICAL WATER REDUCTION): Stage 4 (Critical Water Reduction) occurs when the Stage 3 limitations are deemed insufficient to achieve identified water usage goals established by authorized government entities. The following restrictions will be enacted:

1. Limits on Water Days: Watering or irrigating of lawns, landscape or other vegetated areas with potable water is limited to one day per week. Irrigation will be allowed Mondays for odd numbered and numberless addresses; irrigation will be allowed on Tuesdays for even numbered addresses.
2. Limits on filling Residential Swimming Pools or Spas: prohibition of the use of potable water for filling or re-filling residential swimming pools or spas more than one foot, except when pools/spas are drained for repairs.
3. Obligations to Fix Leaks, Breaks , or Malfunctions: Use o water through any broken or defective plumbing fixture, sprinkler, watering or irrigation system on the customer's premise when the utility has notified the customer in writing to repair the broken or defective plumbing fixture, sprinklers, watering or irrigation system, and the customer has failed to make such repairs within 48 hours after receipt of such notice.

(N)

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SAN JOSE WATER COMPANY (U168W)
San Jose, California

Canceling Original
Revised

Cal. P.U.C. Sheet No. 2122-W
Cal. P.U.C. Sheet No. _____

RULE NO. 14.1
WATER SHORTAGE CONTINGENCY PLAN

C. STAGED REDUCTION OF WATER USAGE AND MANDATORY RESTRICTIONS
(continues)

(N)

STAGE 5 (EMERGENCY WATER REDUCTION): Stage 5 (Emergency Water Reduction) occurs when the Stage 4 limitations are deemed insufficient to achieve identified water usage goals established by authorized government entities. The following restrictions will be enacted:

1. No Watering or Irrigating: Watering or irrigation of lawn, landscape or other vegetated area with potable water is prohibited. This restriction does not apply to the following categories of use:
 - i. Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive action shut-off nozzle or device;
 - ii. Maintenance of existing landscape necessary for fire protection, with the exception of turf grass;
 - iii. Maintenance of existing landscape for soil erosion control;
 - iv. Maintenance of plant materials identified to be rare or essential to the well-being of a protected species;
 - v. Maintenance of landscape within active public parks and playing fields, day care centers, golf course greens, fringes and tee boxes, and school grounds, provided that such irrigation does not exceed 2 days per week.
2. Limits on Filling Residential Swimming Pools or Spas: prohibition of the use of potable water for filling or re-filling residential swimming pools or spas.
3. Limits on Filling Ornamental Lakes or Ponds: prohibition of the use of potable water for filling or refilling ornamental lakes or ponds, except to the extent needed to sustain aquatic life in ponds/lakes, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level under this Rule.
4. Limits on Filling Decorative Fountains: prohibition of the use of potable water for filling or re-filling fountains or other decorative water devices.
5. Other restrictions on use of potable water as prescribed by the Commission, SJWC, or another governing body or agency.

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The following listed tariff sheets contain all effective rates, rules and regulations affecting the rates and service of the Utility, together with information relating thereto:

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