

CITY OF CUPERTINO



AGENDA

**Televised Regular Meeting Open Session (6:45 PM) and Non-Televised
Closed Session (10:00 PM)**

**Tuesday, April 16, 2024
6:45 PM**

10350 Torre Avenue and via Teleconference and 10300 Torre Avenue

City Council

***SHEILA MOHAN, MAYOR
J.R. FRUEN, VICE MAYOR
LIANG CHAO, COUNCILMEMBER
KITTY MOORE, COUNCILMEMBER
HUNG WEI, COUNCILMEMBER***

IN PERSON AND TELECONFERENCE MEETING

***For more information:
(408) 777-3200 | www.cupertino.gov***

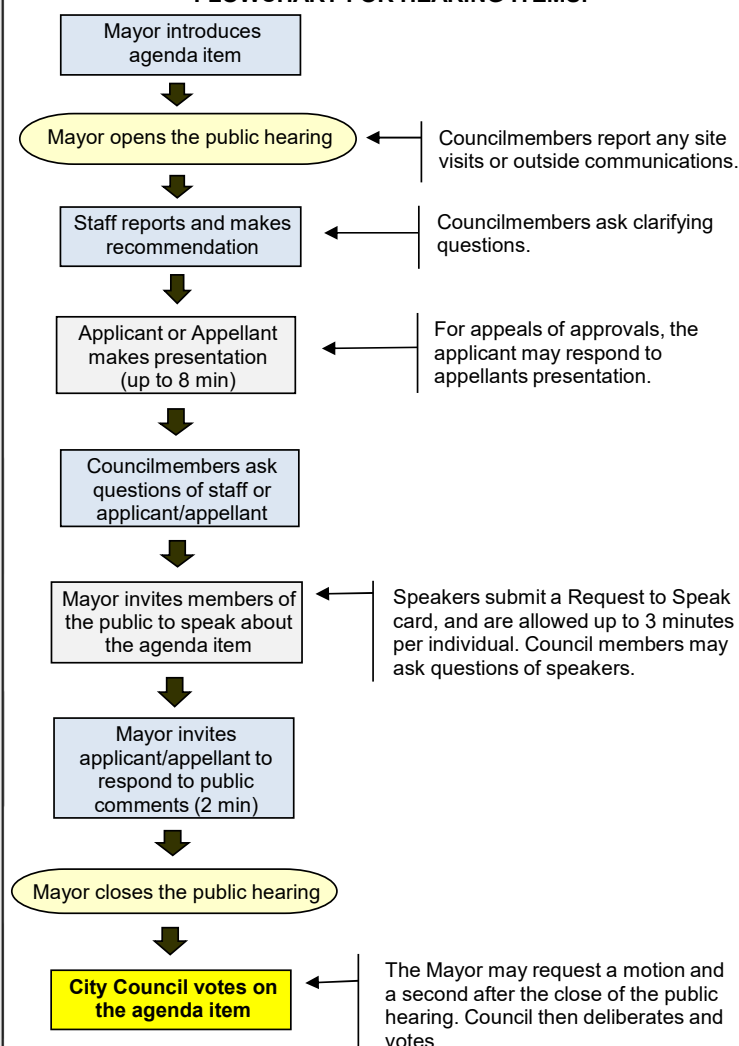
CONDUCT OF BUSINESS

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

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

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

FLOWCHART FOR HEARING ITEMS:



PUBLIC HEARINGS

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

COUNCIL MEETINGS

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

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

AGENDAS, MINUTES, AND PACKETS AVAILABLE ON THE WEB

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

CITY COUNCIL DECISION IS FINAL

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

IN-PERSON AND TELECONFERENCE / PUBLIC PARTICIPATION INFORMATION

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

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

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

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

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

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

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

- 2) E-mail comments for Open Session or Closed Session by 4:00 p.m. on Tuesday, April 16 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. Members of the public that wish to share a document must email cityclerk@cupertino.org prior to the meeting.

3) Open Session Teleconferencing Instructions

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

Online

Register in advance for this webinar:

https://cityofcupertino.zoom.us/webinar/register/WN_vVBSPMfGSoG0XzRzgm34xA

Phone

Dial: 669-900-6833 and enter Webinar ID: 952 2788 0747 (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)

162.255.36.11 (US East)

Meeting ID: 952 2788 0747

SIP: 95227880747@zoomcrc.com

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

Please read the following instructions carefully:

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

CALL TO ORDER - 6:45 PM

10350 Torre Avenue, Community Hall and via Teleconference

PLEDGE OF ALLEGIANCE

ROLL CALL

CLOSED SESSION REPORT

CEREMONIAL ITEMS

1. Subject: Recognition of National Volunteer Week, April 21-27, 2024
Recommended Action: Recognize April 21-27, 2024 as National Volunteer Week

POSTPONEMENTS AND ORDERS OF THE DAY

2. Subject: Fiscal Year 2024-25 Fee Schedule
Recommended Action: Continue the item to May 7, 2024

ORAL COMMUNICATIONS

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

CONSENT CALENDAR (Items 3-10)

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

3. Subject: Approval of April 3, 2024 City Council minutes
Recommended Action: Approve the April 3, 2024 City Council minutes

[A - Draft Minutes](#)

4. Subject: Ratifying Accounts Payable for the periods ending March 1, 2024; March 8, 2024; March 15, 2024; March 22, 2024; and March 29, 2024
Recommended Action: A. Adopt Resolution No. 24-031 ratifying Accounts Payable for the Period ending March 1, 2024;
B. Adopt Resolution No. 24-032 ratifying Accounts Payable for the Period ending March 8, 2024;
C. Adopt Resolution No. 24-033 ratifying Accounts Payable for the Period ending March 15, 2024;
D. Adopt Resolution No. 24-034 ratifying Accounts Payable for the Period ending March 22, 2024; and
E. Adopt Resolution No. 24-035 ratifying Accounts Payable for the Period ending March 29, 2024

[Staff report](#)

[A – Draft Resolution 3.1.24](#)

[B – Weekly AP Payment Register for the Period Ending 3.1.24](#)

[C – Draft Resolution 3.8.24](#)

[D – Weekly AP Payment Register for the Period Ending 3.8.24](#)

[E – Draft Resolution 3.15.24](#)

[F – Weekly AP Payment Register for the Period Ending 3.15.24](#)

[G – Draft Resolution 3.22.24](#)

[H – Weekly AP Payment Register for the Period Ending 3.22.24](#)

[I – Draft Resolution 3.29.24](#)

[J – Weekly AP Payment Register for the Period Ending 3.29.24](#)

5. Subject: Adoption of Ordinance No. 24-2257, Regulating the Sale of Tobacco Products
Recommended Action: Conduct the second reading and enact Ordinance No. 24-2257, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AMENDING CHAPTER 5.50 OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO REGULATE THE SALE OF TOBACCO PRODUCTS”

[Staff Report](#)

[A – Draft Ordinance No. 24-2257 \(Amending Municipal Code Chapter 5.50\)](#)

6. Subject: Adoption of Ordinance No. 24-2258, Amendment to a Development Agreement for the Cupertino Village Boutique Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-002; Applicant(s): KIMCO (Sunil Plaha); Location: 10801 and 10805 N. Wolfe Rd.; APN: 316 45 017, 316 05 056)

Recommended Action: Conduct the second reading and enact Ordinance No. 24-2258: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE CUPERTINO VILLAGE BOUTIQUE HOTEL”

[Staff Report](#)

[A – Draft Ordinance No. 24-2258](#)

7. Subject: Adoption of Ordinance No. 24-2259, Amendment to a Development Agreement for the De Anza Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-003; Applicant(s): De Anza Properties (John Vidovich); Location: 10931 N De Anza Blvd.; APN: 326-10-061)

Recommended Action: Conduct the second reading and enact Ordinance No. 24-2259: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE DE ANZA HOTEL PROJECT"

[Staff Report](#)

[A – Draft Ordinance No. 24-2259](#)

8. Subject: Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project (Project) in the amount of \$529,680 and approve a budget modification in the amount of \$5,533.

Recommended Action: 1. Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project (Budget Unit 420-99-262) in the amount of \$529,680 to Chrisp Company;

2. Authorize the City Manager to execute the contract when all conditions have been met; and

3. Adopt Resolution No. 24-036 approving budget modification #2324-237, approving an appropriation of \$5,533 in the Capital Improvement Fund (420) and a transfer of \$5,533 from the Capital Reserve Fund (429) to the project (budget unit 420-99-262 900-905) for a total authorized project expenditure of \$529,680.

[Staff Report](#)

[A - Draft Contract](#)

[B - Draft Resolution](#)

9. Subject: Approve a fifth amendment with Moore Iacofano Goltsman, Inc. (MIG) to provide additional design and project management services for the Lawrence-Mitty Park and Trail Project for a total not-to-exceed amount of \$955,403 and extend the contract date to December 31, 2027.

Recommended Action: Authorize the City Manager to execute a fifth amendment (Agreement #402, P.O 2022-0325) with MIG to extend the contract term end date to December 31, 2027, and to provide additional design and project management services on the Lawrence-Mitty Park and Trail Project, for a revised total and additional service amount of \$661,619, increasing the maximum compensation amount to \$955,403.

[Staff Report](#)

[A - Draft Contract](#)

10. Subject: Fiscal Year (FY) 2024-25 recommended funding allocations for the Community Development Block Grant (CDBG) Program and Below Market Rate Affordable Housing Fund (BMR AHF)
Recommended Action: Authorize the City Manager to execute the FY 2024-25 Housing & Human Services Grant Programs funding agreements.
[Staff Report](#)
[A - FY 2024-25 NOFA RFP](#)
[B - Housing Commission Resolution 17-02 \(CDBG Contingency Plan\)](#)
[C - FY 2024-25 CDBG & BMR AHF Funding Application Summary](#)
[D - FY 2023-24 CDBG, BMR AHF, and HSG Public Service Funding Allocations](#)

PUBLIC HEARINGS - None

Effective January 1, 2023, Government Code Section 65103.5 (SB 1214) limits the distribution of copyrighted material associated with the review of development projects. Members of the public wishing to view plans that cannot otherwise be distributed under SB 1214 may make an appointment with the Planning Division to view them at City Hall by sending an email to planning@cupertino.org. Plans will also be made available digitally during the hearing to consider the proposal.

ACTION CALENDAR

11. Subject: Potential service-level reductions for the FY 2024-25 Proposed and Final Budgets
Recommended Action: Provide confirmation on potential service-level reductions for the FY 2024-25 Proposed and Final Budgets
Presenters: Kristina Alfaro, Director of Administrative Services and Thomas Leung, Budget Manager
[Staff report](#)
[A – Public Works Sidewalk and Trees Follow-up](#)

STUDY SESSION

12. Subject: Study Session and staff presentation on the 6th Cycle Housing Element Update
Recommended Action: Receive the staff presentation on the 6th Cycle Housing Element Update
Presenter: Luke Connolly, Assistant Director of Community Development

ITEMS REMOVED FROM THE CONSENT CALENDAR

CITY MANAGER REPORT

ORAL COMMUNICATIONS - CONTINUED

COUNCILMEMBER REPORTS

13. Subject: Councilmember Reports

[A - Councilmember Report, Chao](#)

[B - Councilmember Report, Fruen](#)

[C - Councilmember Report, Mohan](#)

[D - Councilmember Report, Moore](#)

[E - Councilmember Report, Wei](#)

FUTURE AGENDA ITEMS

RECESS

ROLL CALL - 10:00 PM

10300 Torre Avenue, City Hall Conference Room C

CLOSED SESSION

- 14. Subject:** Conference with legal counsel - existing litigation pursuant to Government Code § 54956.9 (Lewis & Tibbits, Inc. v. City of Cupertino, Santa Clara County Superior Court Case No. 23CV423990)

OPEN SESSION REPORT REGARDING CLOSED SESSION

ADJOURNMENT

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

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

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

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

Any writings or documents provided to a majority of the Cupertino City Council after publication of the packet will be made available for public inspection in the City Clerk's Office located at City Hall, 10300 Torre Avenue, Cupertino, California 95014, during normal business hours; and in Council packet archives linked from the agenda/minutes page on the Cupertino web site.

IMPORTANT NOTICE: Please be advised that pursuant to Cupertino Municipal Code section 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. Do not include any personal or private information in written communications to the City that you do not wish to make public, as written communications are considered public records and will be made publicly available on the City website.

THE CITY COUNCIL AND STAFF

CITY COUNCIL

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

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

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

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

STAFF

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

TYPES OF COUNCIL ACTIONS

ORDINANCES

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

RESOLUTIONS

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

APPEALS

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

RECONSIDERATION

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

COMMUNICATING WITH COUNCIL

All Council members: citycouncil@cupertino.gov

Sheila Mohan	SMohan@cupertino.gov	(408) 777-1326
J.R. Fruen	JRFruen@cupertino.gov	(408) 777-1316
Liang Chao	LiangChao@cupertino.gov	(408) 777-3192
Kitty Moore	KittyMoore@cupertino.gov	(408) 777-1389
Hung Wei	HWei@cupertino.gov	(408) 777-1389
Executive Assistant	Debran@cupertino.gov	(408) 777-3139
City Hall	www.cupertino.gov	(408) 777-CITY

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

NEWS AND NOTICES FROM CITY HALL

EMAIL

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

TELEVISION

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

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

INTERNET

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

News and community information can also be found at:

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

<https://twitter.com/CityofCupertino>

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

AUDIO

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

USEFUL TELEPHONE NUMBERS

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



CITY OF CUPERTINO

Agenda Item

24-13011

Agenda Date: 4/16/2024
Agenda #: 1.

Subject: Recognition of National Volunteer Week, April 21-27, 2024

Recognize April 21-27, 2024 as National Volunteer Week



CITY OF CUPERTINO

Agenda Item

23-12424

Agenda Date: 4/16/2024
Agenda #: 2.

Subject: Fiscal Year 2024-25 Fee Schedule

Continue the item to May 7, 2024



CITY OF CUPERTINO

Agenda Item

23-12650

Agenda Date: 4/16/2024
Agenda #: 3.

Subject: Approval of April 3, 2024 City Council minutes

Approve the April 3, 2024 City Council minutes



DRAFT MINUTES
CUPERTINO CITY COUNCIL
Wednesday, April 3, 2024

SPECIAL MEETING

At 5:15 p.m., Mayor Sheila Mohan called the Special City Council Meeting to order to order and led the Pledge of Allegiance in the Cupertino Community Hall Council Chamber, 10350 Torre Avenue and via teleconference.

ROLL CALL

Present: Mayor Sheila Mohan, Vice Mayor J.R. Fruen, and Councilmembers Liang Chao, Kitty Moore, and Hung Wei. Absent: none.

STUDY SESSION

1. Subject: Two-year FY 2023-2025 City Work Program
Recommended Action: Reaffirm and accept minor modifications to the two-year FY 2023-2025 City Work Program
Presenters: Matt Morley, Assistant City Manager and Astrid Robles, Senior Management Analyst

Written communications for this item included a staff presentation, a supplemental report with Attachment A - Revised FY 2023-2025 CWP as Adopted April 2023 and Status Updates, Attachment B - Revised Commission Proposals, Attachment C - Revised Proposed FY 2024-2025 City Work Program, and emails to Council.

Assistant City Manager Matt Morley and Senior Management Analyst Astrid Robles gave a presentation.

Councilmembers asked questions and made comments.

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

Planning Commissioner Seema Lindskog (representing self)

Parks and Recreation Commissioner Jennifer Shearin, on behalf of the Parks and Recreation Commission

Parks and Recreation Commissioner Carol Stanek (representing self)

Jennifer Griffin

Louise Saadati

San R.

Henry Widjaja

Mayor Mohan closed the public comment period.

Councilmembers requested information on topics discussed during this item:

- Informational Memo on Expiring Below Market Rate (BMR) units
- Answers to questions on privately-owned License Plate Readers
- Informational Memo on referenced Economic Development agreements
- Informational Memo on efforts to support businesses along Stevens Creek/De Anza Blvd in the Heart of the City Specific Plan geographic area
- Informational Memo on current deployment efforts of Community Development Department regarding Simplifying Permits
- Informational Memo on Green Business Certification Program
- Update on City's effort in engaging other organizations to promote the Homeless Jobs Program

SUBSTITUTE MOTION: Chao moved and Moore seconded a substitute motion:

In addition to continue the remaining 11 items from the FY 23-25 Work Program, as the staff recommended, consider the ones that can be done in house => add 8 items => result in $11 + 8 = 19$ items for the next year.

- + #12 (Art)
- + #13 (AB 43, adopted in 2011) - 10 year study to set speed limit at 85% of current speed)
- + #14 (homestead bike path study)
- + #15 (poet handbook),
- + #18 (sign - reduce scope to do it in house),
- + #19 (rise).
- + Hybrid meeting support for ALL commission meetings in different formats (audio, video, hybrid to allow call-in, low-cost hosting option with proper security)
- + Implementation of HE
 - Put the ones that need external consultants for consideration next year during Council goal setting time.
 - #16 (electrification), #17 (recycled water), #20 (new bike/ped plan) - as these items

City Council

Minutes

April 3, 2024

cannot be done in house and would likely need external consultants plus additional cost in implementing them.

The substitute motion failed with the following vote: Ayes: Chao and Moore. Noes: Mohan, Fruen, and Wei. Abstain: None. Absent: None.

MOTION: Fruen moved and Wei seconded a motion that Council approve the staff recommendation to reaffirm and accept minor modifications to the two-year FY 2023-2025 City Work Program (Revised Attachment C), with the following adjustments:

1. Incorporate Planning Commission-recommended Item 14 ("Complete Streets Ordinance") and Bicycle-Pedestrian Commission-recommended Item 3 ("Active Transportation Plan") into the New Bicycle Pedestrian Plan and/or the Vision Zero Plan as applicable (Revised Attachment B).

FRIENDLY AMENDMENT: Chao made a friendly amendment to add hybrid meeting support for commission meetings and implementation of the Housing Element. (Fruen declined the friendly amendment and it was not included in the motion).

Fruen's motion passed with the following vote: Ayes: Mohan, Fruen, Moore, and Wei. Noes: Chao. Abstain: None. Absent: None.

At 6:41 p.m., Mayor Mohan recessed the meeting. The meeting reconvened at 6:48 p.m. with all Councilmembers present.

CLOSED SESSION REPORT - None

CEREMONIAL ITEMS

2. Subject: Recognition of April as Fair Housing Month
Recommended Action: Recognize April as Fair Housing Month

Mayor Mohan recognized April as Fair Housing Month.

Mahesh Pakala, Executive Board Member of the Cupertino-Bhubaneswar Sister City Initiative, made comments.

3. Subject: Recognition of April 1 as Odisha Day in the City of Cupertino
Recommended Action: Recognize April 1 as Odisha Day in the City of Cupertino

Mayor Mohan recognized as Odisha Day in the City of Cupertino.

POSTPONEMENTS AND ORDERS OF THE DAY - None

ORAL COMMUNICATIONS

Written communications for this item included emails to Council.

The following people spoke:

Ricardo Acevedo discussed a City of Cupertino personnel matter. (Submitted written comments).

Jennifer Griffin discussed housing bills.

Rhoda Fry discussed City finances and the Cupertino Public Facilities Corporation and BMR (Below Market Rate) Housing Fund.

San R. discussed an unhoused individual and the Council meeting schedule.

Councilmembers made comments and requested updates from staff on the following:

- Below Market Rate (BMR) administrative fees compared to other cities
- An unhoused person near Homestead High School
- Cupertino Public Facilities Corporation annual meetings

CONSENT CALENDAR (Items 4-6)

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

Jennifer Griffin (Item 5)

Mayor Mohan closed the public comment period.

MOTION: Fruen moved and Wei seconded to approve the items on the Consent Calendar as presented. The motion carried with the following vote: Ayes: Mohan, Fruen, Chao, Moore, and Wei. Noes: None. Abstain: None. Absent: None.

4. Subject: Approve the March 19 City Council minutes
Recommended Action: Approve the March 19 City Council minutes

Written communications for this item included a supplemental report with Amended Attachment A - Draft Minutes (redline).

5. Subject: Approve a First Amendment to the contract with PlaceWorks for an increase of \$164,520 to prepare Residential and Mixed-Use Residential Objective Design Standards (FY 2020-21 WP Item) for a total not-to-exceed amount of \$1,261,277 and

associated budget modification

Recommended Action: That the City Council adopt Resolution No. 24-029 (Attachment A) to:

1. Authorize the City Manager to execute a first amendment to the existing consultant agreement with PlaceWorks to prepare the Residential and Mixed-Use Residential Objective Design Standards, increasing the contract amount by \$164,520 for a new total not-to-exceed contract amount of \$1,261,277;
2. Find that there are valid reasons to waive the competitive procurement procedures for selection of Placeworks;
3. Approve Budget Modification #2324-335 to:
 - a. Transfer existing appropriations in Special Projects CWP Residential/Mixed-Use Design GL 100-71-702 750-090 to Special Project CWP RHNA and GP update GL 100-71-702 750-101
 - b. Increase the appropriations in Special Projects CWP RHNA and GP update GL 100-71-702 750-101 by \$20,000 for the Residential and Mixed-Use Residential Design Standards, all necessary environmental review and incidentals for the fiscal year 2023-24

Written communications for this item included an email to Council.

6. Subject: Amendments to Municipal Code Chapter 5.50 (Regulating the Sale of Tobacco Products) and to the Memorandum of Understanding ("MOU") with the County of Santa Clara to enforce Chapter 5.50
Recommended Action: 1. Conduct a first reading of and introduce Ordinance No. 24-2257, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AMENDING CHAPTER 5.50 OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO REGULATE THE SALE OF TOBACCO PRODUCTS"
2. Authorize the City Manager to amend the Memorandum of Understanding ("MOU") with the County of Santa Clara to administer, implement, and enforce Municipal Code Chapter 5.50 (Tobacco Retailer Permit Ordinance)

PUBLIC HEARINGS

7. Subject: Amendment to a Development Agreement for the Cupertino Village Boutique Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-002; Applicant(s): KIMCO (Sunil Plaha); Location: 10801 and 10805 N. Wolfe Rd.; APN: 316 45 017, 316 05 056)
Recommended Action: That the City Council conduct the public hearing and conduct the first reading of Ordinance No. 24-2258, entitled: "APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE CUPERTINO VILLAGE BOUTIQUE HOTEL" (Attachment A):

City Council

Minutes

April 3, 2024

1. Find the amendment to the existing development agreement consistent with the project's Mitigated Negative Declaration (State Clearinghouse No. 2018112025) and
 2. Adopt the ordinance to amend the existing Development Agreement (DA-2023-002).
- Presenter: Gian Martire, Senior Planner

Written communications for this item included staff and applicant presentations and an email to Council.

Councilmembers disclosed any ex parte communications prior to deliberation in this matter.

Senior Planner Gian Martire gave a presentation.

Michael Strauss, Vice President of Development at KIMCO Realty, gave a presentation and answered questions on behalf of the Applicant.

Councilmembers asked questions and made comments.

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

Jennifer Griffin
Lisa Warren
Rhoda Fry
Louise Saadati
San R

Mayor Mohan closed the public hearing.

MOTION: Moore moved and Fruen seconded a motion that the City Council:

1. conduct the first reading of Ordinance No. 24-2258, entitled: "APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE CUPERTINO VILLAGE BOUTIQUE HOTEL" inclusive of the requirement to comply with Municipal Code Chapter 19.102: Glass and Lighting Standards, as recommended by the Planning Commission; and
2. Find the amendment to the existing development agreement consistent with the project's Mitigated Negative Declaration (State Clearinghouse No. 2018112025) and adopt the ordinance to amend the existing Development Agreement (DA-2023-002).

The motion passed with the following vote: Ayes: Mohan, Fruen, Chao, Moore, and Wei.
Noes: None. Abstain: None. Absent: None.

At 7:56 p.m., Mayor Mohan recessed the meeting. The meeting reconvened at 8:04 p.m. with all Councilmembers present.

8. Subject: Amendment to a Development Agreement (DA-2018-01) for the De Anza Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-003; Applicant(s): De Anza Properties (John Vidovich); Location: 10931 N De Anza Blvd.; APN: 326-10-061)

Recommended Action: That the City Council conduct the public hearing and conduct the first reading of Ordinance No. 24-2259, entitled: "APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE DE ANZA HOTEL PROJECT" (Attachment A):

1. Find the amendment to the existing development agreement consistent with the project's Mitigated Negative Declaration (State Clearinghouse No. 2019079010) and
2. Adopt the ordinance to amend the existing Development Agreement (DA-2023-003).

Presenter: Gian Martire, Senior Planner

Written communications for this item included staff and applicant presentations and an email to Council.

Councilmembers disclosed any ex parte communications prior to deliberation in this matter.

Senior Planner Gian Martire gave a presentation.

Claudio Bono, General Manager of the Cupertino Hotel, gave a presentation on behalf of the Applicant and answered questions.

Councilmembers asked questions and made comments.

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

Jennifer Griffin
Rhoda Fry

Mayor Mohan closed the public hearing.

MOTION: Chao moved and Moore seconded that the City Council:

1. Conduct the first reading of Ordinance No. 24-2259, entitled: "APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE DE ANZA HOTEL PROJECT";
2. Find the amendment to the existing development agreement consistent with the project's Mitigated Negative Declaration (State Clearinghouse No. 2019079010); and
3. Adopt the ordinance to amend the existing Development Agreement (DA-2023-003).

FRIENDLY AMENDMENT: Moore made a friendly amendment to add the Bird Safe Dark Skies Ordinance, Cupertino Municipal Code Chapter 19.102: Glass and Lighting Standards, as recommended by the Planning Commission and proposed by staff. (Chao accepted the friendly amendment).

The amended motion passed with the following vote: Ayes: Mohan, Fruen, Chao, Moore, and Wei. Noes: None. Abstain: None. Absent: None.

ACTION CALENDAR

9. Subject: Memorial Park Specific Plan Design and the Parks and Recreation System Master Plan Initial Study/Mitigated Negative Declaration Addendum.

Recommended Action: 1. Adopt Resolution No. 24-030, Addendum to the Parks and Recreation System Master Plan Initial Study/Mitigated Negative Declaration; and 2. Approve the Memorial Park Specific Plan Design.

Presenter: Susan Michael, Capital Improvement Programs Manager

Written communications for this item included a staff presentation, a supplemental report with staff responses to councilmember questions, and emails to Council.

Councilmembers asked questions and made comments.

Capital Improvement Programs Manager Susan Michael gave a presentation.

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

Parks and Recreation Commissioner Jennifer Shearin, on behalf of the Parks and Recreation Commission

Bianca G.

Doug Gor

Ruyu, Shelly M, Chika, and Jaa ceded time to Doug Gor.

Xiao Mei Li

Charlin Yamamoto

Phil Tomac, Hailey Mock, Jo Gee, and Mary ceded time to Charlin Yamamoto.

Victor Chang

Suri Maddhula

Connie Chin, Doug Thompson, Curtis Lee, Alice, and attendee ceded time to Suri.

Maddhula

Diana Yen

Rajiv Pathik

Cathy Chiu

Manish, Susan B, Fred, and Vijay ceded time to Cathy Chiu.

City Council

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April 3, 2024

Jennifer Griffin
Ed P.
Lisa Warren
Christian Bundang
Tomasz
Jean Bedord
Alisa Rauch
Nancy Hurtienne
George Koo, representing Mountain View Pickleball Club
Louise Saadati
Barry Chang
Suzanne a'Becket
Fariba Alikhana
Nori
Tracy K.
Deepa Mahendrakar
Michael Hsu
Parimal Kopardekar
Sayuri

Mayor Mohan closed the public comment period.

MOTION: Mohan moved and Fruen seconded a motion to:

1. Adopt Resolution No. 24-030, Addendum to the Parks and Recreation System Master Plan Initial Study/Mitigated Negative Declaration; and
2. Approve the Memorial Park Specific Plan Design.

FRIENDLY AMENDMENT: Wei made a friendly amendment to provide direction to staff for when the project design returns to Council to add a second bocce ball court as recommended by the Parks and Recreation Commission, take into consideration the neighboring parcels next to the pickle ball court and ensure all sound mitigation and alternate locations are adequately addressed, and include sufficient community outreach. (Fruen and Mohan accepted Wei's friendly amendment).

FRIENDLY AMENDMENT: Chao made a friendly amendment to consider cost-cutting measures to reduce the scope. (Mohan declined Chao's friendly amendment and it was not included in the motion)

The motion as amended by Wei passed with the following vote: Ayes: Mohan, Fruen, Chao, Moore, and Wei. Noes: None. Abstain: None. Absent: None.

ITEMS REMOVED FROM THE CONSENT CALENDAR - None

CITY MANAGER REPORT

City Manager Pamela Wu shared a video promoting the upcoming Cupertino Earth Day and Arbor Day Festival.

ORAL COMMUNICATIONS - CONTINUED - None

COUNCILMEMBER REPORTS

10. Subject: Councilmember Reports

Councilmembers reported on their various committees and events as provided in the published agenda.

FUTURE AGENDA ITEMS

Council did not hear this item.

ADJOURNMENT

At 10:25 p.m., Mayor Mohan adjourned the Special City Council Meeting.

Minutes prepared by:

Kirsten Squarcia, City Clerk



CITY OF CUPERTINO

Agenda Item

23-12598

Agenda Date: 4/16/2024
Agenda #: 4.

Subject: Ratifying Accounts Payable for the periods ending March 1, 2024; March 8, 2024; March 15, 2024; March 22, 2024; and March 29, 2024

- A. Adopt Resolution No. 24-031 ratifying Accounts Payable for the Period ending March 1, 2024;**
- B. Adopt Resolution No. 24-032 ratifying Accounts Payable for the Period ending March 8, 2024;**
- C. Adopt Resolution No. 24-033 ratifying Accounts Payable for the Period ending March 15, 2024;**
- D. Adopt Resolution No. 24-034 ratifying Accounts Payable for the Period ending March 22, 2024; and**
- E. Adopt Resolution No. 24-035 ratifying Accounts Payable for the Period ending March 29, 2024**



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: April 16, 2024

Subject

Ratifying Accounts Payable for the periods ending March 1, 2024; March 8, 2024; March 15, 2024; March 22, 2024; and March 29, 2024

Recommended Action

- A. Adopt Resolution no. 24-XXX ratifying Accounts Payable for the Period ending March 1, 2024;
- B. Adopt Resolution no. 24-XXX ratifying Accounts Payable for the Period ending March 8, 2024;
- C. Adopt Resolution no. 24-XXX ratifying Accounts Payable for the Period ending March 15, 2024;
- D. Adopt Resolution no. 24-XXX ratifying Accounts Payable for the Period ending March 22, 2024; and
- E. Adopt Resolution no. 24-XXX ratifying Accounts Payable for the Period ending March 29, 2024

Discussion

Unlike the Monthly Treasurer's and Treasurer's Investment Reports requiring regular reporting within a specific number of days, pursuant to California Government Code Section 41004 and 53607, the frequency of reporting the City's Payment Register follows the City Resolution No 5939, where the report will be "presented to the City Council not less often than once a month for ratification." As such, monthly batches of Weekly Payment Registers are presented to City Council on the second meeting following the close of the reporting period to ensure sufficient time to present the previous month's batches within one report.

Sustainability Impact

No sustainability impact.

Fiscal Impact

No fiscal impact.

California Environmental Quality Act

No California Environmental Quality Act impact.

Prepared by: Jonathan Orozco, Finance Manager

Reviewed by: Kristina Alfaro, Director of Administrative Services and City Treasurer

Approved for Submission by: Pamela Wu, City Manager

A – Draft Resolution 3.1.24

B – Weekly AP Payment Register for the Period Ending 3.1.24

C – Draft Resolution 3.8.24

D – Weekly AP Payment Register for the Period Ending 3.8.24

E – Draft Resolution 3.15.24

F – Weekly AP Payment Register for the Period Ending 3.15.24

G – Draft Resolution 3.22.24

H – Weekly AP Payment Register for the Period Ending 3.22.24

I – Draft Resolution 3.29.24

J – Weekly AP Payment Register for the Period Ending 3.29.24

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
RATIFYING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING MARCH 1, 2024**

WHEREAS, the Director of Administrative Services or their 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 ratify the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April, 2024 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Resolution No. 24-XXX

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CERTIFICATION

The Finance Manager hereby certifies to the accuracy of said records and to the availability of funds for payment.



CERTIFIED:

Jonathan Orozco, Finance Manager

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
734123	03/01/2024	Open			Accounts Payable	ALHAMBRA	\$638.32		
	Invoice		Date	Description		Amount			
	21589707 021524		02/15/2024	Drinking Water - Service Center		\$282.24			
	4984902 102823		10/28/2023	Employee Drinking Water - Sports Center		\$49.23			
	4984902 021724		02/17/2024	Water Cooler Rental - Sports Center		\$8.91			
	14628570 022224		02/22/2024	Employee Drinking Water for BBF		\$80.81			
	4984729 021724		02/17/2024	Employee Drinking Water for QCC		\$217.13			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$638.32			
734124	03/01/2024	Open			Accounts Payable	AT&T	\$6,548.41		
	Invoice		Date	Description		Amount			
	000021094788-0		01/12/2024	9391023228-City Clerk		\$29.27			
	000021094788-1		01/12/2024	9391023228-4082558166 - Service Center Admin		\$29.25			
	000021094788-2		01/12/2024	9391023228-City Hall		\$1,701.38			
	000021094788-3		01/12/2024	9391023228-Service Center		\$122.96			
	000021094788-4		01/12/2024	9391023228-Wilson Park		\$29.25			
	000021094788-5		01/12/2024	9391023228-Street Maintenance		\$29.37			
	000021094788-6		01/12/2024	9391023228-Monte Vista - 0720858144		\$522.45			
	000021094788-7		01/12/2024	9391023228-BBF Golf - 0720858146		\$425.90			
	000021094788-8		01/12/2024	9391023228-BBF Park - 0720858145		\$425.90			
	000021094788-9		01/12/2024	9391023228-0720858348 -		\$425.90			
	000021094788-10		01/12/2024	9391023228-0720858349 - 10229 North Portal Avenue		\$425.90			
	000021094788-11		01/12/2024	9391023228-Teleconnect: BTN0720858350		\$425.90			
	000021094788-12		01/12/2024	9391023228-720858352		\$522.45			
	000021094788-13		01/12/2024	9391023228-Teleconnect: BTN0722762181		\$522.45			
	000021094788-14		01/12/2024	9391023228-4084461114 - 10455 Miller Ave		\$29.25			
	000021094788-15		01/12/2024	9391023228-4084461126 - 19784 Wintergreen dr.		\$29.25			
	000021094788-16		01/12/2024	9391023228-4084461164 - 10299 N PORTAL AV		\$29.25			
	000021095756-0		01/12/2024	9391066758 - 4087771305 10185 N STELLING RD		\$19.16			
				- Secure FAX					
	000021095756-1		01/12/2024	9391066758 - 4087771306 10185 N STELLING RD		\$19.18			
				- Sheriff					
	000021095756-2		01/12/2024	9391066758 - 4087771307 10185 N STELLING RD		\$19.18			
				- Sheriff					
	000021095756-3		01/12/2024	9391066758 - 4087771311 22221 MC CLELLAN		\$24.25			
				RD - Environmental					
	000021095756-4		01/12/2024	9391066758 - 4087771318 10555 MARY AV -		\$35.18			
				Traffic Operating Ce					
	000021095756-5		01/12/2024	9391066758 - 4087771331 21975 SAN FERNANDO		\$19.68			
				AV - BBF- Kiosk A					
	000021095756-6		01/12/2024	9391066758 - 4087771340 10555 MARY AV -		\$19.35			
				Alarm- Service Cente					
	000021095756-7		01/12/2024	9391066758 - 4087771344 21251 STEVENS		\$19.18			
				CREEK BL - SEN - FAX					
	000021095756-8		01/12/2024	9391066758 - 4087771345 - CH- PG&E Meter		\$19.33			
	000021095756-9		01/12/2024	9391066758 - 4087771346 21111 STEVENS		\$19.33			
				CREEK BL - SPORTS Cent					

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
000021095756-10			01/12/2024		9391066758 - 4087771348 10555 MARY AV - Alarm- Service Cente		\$21.12		
000021095756-11			01/12/2024		9391066758 - 4087771355 10555 MARY AV - Mechanic Shop FAX		\$19.18		
000021095756-12			01/12/2024		9391066758 - 4087773102 10185 N STELLING RD - Museum/Spare		\$19.18		
000021095756-13			01/12/2024		9391066758 - 4087773103 10185 N STELLING RD - Museum/Spare		\$19.18		
000021095756-14			01/12/2024		9391066758 - 4087773109 - FAX		\$19.18		
000021095756-15			01/12/2024		9391066758 - 4087773112 21111 STEVENS CREEK BL - SPORTS- Fir		\$21.00		
000021095756-16			01/12/2024		9391066758 - 4087773113 21111 STEVENS CREEK BL - SPORTS- Fir		\$19.55		
000021095756-17			01/12/2024		9391066758 - 4087773137 10185 N STELLING RD - FAX QCC		\$19.18		
000021095756-18			01/12/2024		9391066758 - 4087773143 21975 SAN FERNANDO AV - BBF - Retrea		\$20.04		
000021095756-19			01/12/2024		9391066758 - 4087773145 21975 SAN FERNANDO AV - BBF-Alarm Go		\$19.33		
000021095756-20			01/12/2024		9391066758 - 4087773156 21251 STEVENS CREEK BL - SEN- FAX Wo		\$19.18		
000021095756-21			01/12/2024		9391066758 - 4087773164 21111 STEVENS CREEK BL - Sports Fax		\$19.33		
000021095756-22			01/12/2024		9391066758 - 4087773168 21111 STEVENS CREEK BL - Sports Cent		\$19.33		
000021095756-23			01/12/2024		9391066758 - 4087773254 21975 SAN FERNANDO AV - BBF - Golf S		\$24.25		
000021095756-24			01/12/2024		9391066758 - 4087773258 21975 SAN FERNANDO AV - BBF- Alarm C		\$19.18		
000021095756-25			01/12/2024		9391066758 - 4087773287 - Comm Hall - Alarm		\$19.74		
000021095756-26			01/12/2024		9391066758 - 4087773288 - Comm Hall - Fire Alarm		\$19.76		
000021095756-27			01/12/2024		9391066758 - 4087773293 - Comm Hall - Fire Alarm		\$19.18		
000021095756-28			01/12/2024		9391066758 - 4087773302 21251 STEVENS CREEK BL - SEN- Credit		\$19.18		
000021095756-29			01/12/2024		9391066758 - 4087773305 21251 STEVENS CREEK BL - SEN- Credit		\$19.18		
000021095756-30			01/12/2024		9391066758 - 4087773317 - CH- Finance CC VISA		\$19.33		
000021095756-31			01/12/2024		9391066758 - 4087773333 - CH- FAX downstairs		\$19.33		
000021095756-32			01/12/2024		9391066758 - 4087773365 21251 STEVENS CREEK BL - RNA FAX		\$19.18		
000021095756-33			01/12/2024		9391066758 - 4087773369 21251 STEVENS CREEK BL - SEN- Alarm		\$20.70		
000021095756-34			01/12/2024		9391066758 - 4087773370 21251 STEVENS CREEK BL - SEN- Alarm		\$19.46		
000021095756-35			01/12/2024		9391066758 - 4087773372 21251 STEVENS CREEK BL - Trane Modem		\$19.18		
000021095756-36			01/12/2024		9391066758 - 4087773387 10555 MARY AV - FAX or Alarm		\$19.18		
000021095756-37			01/12/2024		9391066758 - 4087773388 10555 MARY AV - FAX or Alarm		\$19.18		
000021095756-38			01/12/2024		9391066758 - 4087773399 10555 MARY AV - FAX		\$19.36		

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	000021095756-39		01/12/2024		9391066758 - 4087773416 21251 STEVENS		\$19.18		
	000021095756-40		01/12/2024		CREEK BL - SEN- Cr Car				
					9391066758 - 4087773419 21251 STEVENS		\$19.18		
					CREEK BL - SEN- Cr Car				
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$3,164.28		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$98.54		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating Cash)		\$3,266.41		
	630 - Vehicle/Equip Replacement				630 100-100 (Cash & Investments Assets Operating Cash)		\$19.18		
734125	03/01/2024	Open			Accounts Payable	Backflow Prevention Specialists, Inc.	\$905.15		
	Invoice		Date		Description		Amount		
	111491		02/21/2024		Trees/ROW- MK-5 Test Gage		\$905.15		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$905.15		
734126	03/01/2024	Open			Accounts Payable	BROADCAST MUSIC INC (BMI)	\$866.00		
	Invoice		Date		Description		Amount		
	51859727		02/02/2024		Music License Yearly Fee 2024 - BMI		\$866.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$866.00		
734127	03/01/2024	Open			Accounts Payable	CellGate	\$147.00		
	Invoice		Date		Description		Amount		
	72366		03/01/2024		Service Center - Monthly Service Fee		\$147.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$147.00		
734128	03/01/2024	Open			Accounts Payable	COMCAST	\$1,590.74		
	Invoice		Date		Description		Amount		
	3310 -020724		02/07/2024		8155 40 065 0183310 -02/07/2024		\$1,590.74		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		(\$196.10)		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$699.22		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating Cash)		\$1,087.62		
734129	03/01/2024	Open			Accounts Payable	County of Santa Clara -Office of the Sheriff	\$1,616,446.42		
	Invoice		Date		Description		Amount		
	1800088767		02/01/2024		Advance for Law Enforcement Feb 2024		\$1,463,927.17		
	1800088326		01/02/2024		Burglary Prevention at Apple Infinite Loop Retail Store 11-28-23		\$5,248.00		
	1800088327		01/02/2024		Burglary Prevention at Apple Infinite Loop Retail Store 12-4-23		\$7,021.25		

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1800088328		01/02/2024		REIMBURSEMENT FOR PAY JOB -10/17/23 -		\$2,396.00		
	1800088329		01/02/2024		10/24/23 Burglary Prevention at Apple Infinite Loop Retail Store		\$7,188.00		
	1800088334		01/02/2024		10-25-23 Burglary Prevention at Apple Infinite Loop Retail Store		\$1,166.00		
	1800088331		01/02/2024		9-23-23 Burglary Prevention at Apple Infinite Loop Retail Store		\$4,792.00		
	1800088661		01/29/2024		10-31-23 Burglary Prevention at Apple Infinite Loop Retail Store		\$4,282.50		
	1800088557		01/22/2024		12-30-23 Burglary Prevention at Apple Infinite Loop Retail Store		\$12,695.50		
	1800088510		01/16/2024		1-3-24 Other Supplemental Law Enforcement Svs - Sep 2023		\$23,818.50		
	1800088511		01/16/2024		Supplemental Law Enforcement Svs - 10/6/23		\$465.00		
	1800088513		01/16/2024		Burglary Prevention at Apple Infinite Loop Retail Store		\$24,561.00		
	1800088512		01/16/2024		Nov 23 Burglary Prevention at Apple Infinite Loop Retail Store		\$22,125.00		
	1800088992		02/22/2024		Oct 23 Burglary Prevention at Apple Infinite Loop Retail Store		\$33,905.50		
	1800088382		01/08/2024		Dec 23 Burglary Prevention at Apple Infinite Loop Retail Store		\$2,855.00		
	12-26-23								
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating		\$1,616,446.42		
					Cash)				
734130	03/01/2024	Open			Accounts Payable	HUICHEN LIN	\$819.00		
	Invoice		Date		Description		Amount		
	022624 HL		02/26/2024		February classes		\$585.00		
	022624 HL QCC		02/26/2024		QCC class sub		\$234.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating		\$585.00		
					Cash)				
	580 - Recreation Program				580 100-100 (Cash & Investments Assets Operating		\$234.00		
					Cash)				
734131	03/01/2024	Open			Accounts Payable	IRON MOUNTAIN	\$2,020.49		
	Invoice		Date		Description		Amount		
	JGVD489		02/29/2024		City Clerk Office Storage - 3/1/24 - 3/31/24		\$2,020.49		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating		\$2,020.49		
					Cash)				
734132	03/01/2024	Open			Accounts Payable	Li-Fen Lin	\$80.00		
	Invoice		Date		Description		Amount		
	022624 LFL		02/26/2024		February classes		\$80.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating		\$80.00		
					Cash)				
734133	03/01/2024	Open			Accounts Payable	Line by Line Teleprompting	\$650.00		
	Invoice		Date		Description		Amount		
	240215		02/15/2024		State of the City Address 2024 Teleprompting Rental		\$650.00		
	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
0092-013124-9			01/31/2024		116367793 -101 Skyport Dr, DG A, San Jose,		\$808.41		
0092-013124-10			01/31/2024		PGandE-Owned St/Highw				
0092-013124-11			01/31/2024		110958527 115145264 -Randy Lane & Larry Way-		\$66.21		
0092-013124-12			01/31/2024		Streetlights				
0092-013124-13			01/31/2024		111736580 SF Cupertino 075		\$5.53		
0092-013124-14			01/31/2024		116367357 -N De Anza 188 FT N/Valley Green Dr,		\$20.76		
0092-013124-15			01/31/2024		Irrig Controller				
0092-013124-16			01/31/2024		116367907 -S/W Corner Stelling and Green leaf,		\$112.57		
0092-013124-17			01/31/2024		Traffic Signal				
0092-013124-18			01/31/2024		116367113 -Miller E/S 100N off Calle De Barcelona		\$102.91		
0092-013124-19			01/31/2024		116367836 -De Anza Blvd E/S S/O Lazaneo, Sprinkler		\$10.84		
0092-013124-20			01/31/2024		Control				
0092-013124-21			01/31/2024		116367677 -De Anza and Lazaneo, Sprinkler System		\$10.84		
0092-013124-22			01/31/2024		116367025 -De Anza and Lazaneo, Traffic Signal		\$112.60		
0092-013124-23			01/31/2024		110659172 -N De Anza 455FT S/O Mariani Dr, Irrig		\$15.76		
0092-013124-24			01/31/2024		Control				
0092-013124-25			01/31/2024		116367035 -De Anza Blvd and Mariani, Traffic		\$137.34		
0092-013124-26			01/31/2024		Signal/Safety Lts				
0092-013124-27			01/31/2024		116367045 -De Anza Blvd and Hwy 280 S/Ramp,		\$132.07		
0092-013124-28			01/31/2024		Traffic Signal				
0092-013124-29			01/31/2024		116367050 -NW Corner Stevens Crk, Traffic Signals		\$108.28		
0092-013124-30			01/31/2024		116367055 -Saich Wy and Stevens Crk NE Corner,		\$94.79		
0092-013124-31			01/31/2024		Traffic Signal				
0092-013124-32			01/31/2024		116367060 -E37R0 Stevens Creek and De Anza Blvd,		\$148.06		
0092-013124-33			01/31/2024		Traffic Signal				
0092-013124-34			01/31/2024		116367065 -Stevens Creek Blvd E/Saich Wy, Sprinkler		\$11.59		
0092-013124-35			01/31/2024		Control				
0092-013124-36			01/31/2024		116367070 -Stevens Creek and Blaney Ave., Traffic		\$124.30		
0092-013124-37			01/31/2024		Signal				
0092-013124-38			01/31/2024		116367075 -Vallco Pkwy and Perimeter Rd., Traffic		\$88.98		
0092-013124-39			01/31/2024		Signals				
0092-013124-40			01/31/2024		116367090 -Wolfe and Vallco Pkwy, Traffic Signals		\$118.59		
0092-013124-41			01/31/2024		116367100 -E37H3 Wolfe and 280 SB Loc B, Traffic		\$141.12		
0092-013124-42			01/31/2024		Signal				
0092-013124-43			01/31/2024		116367105 -Stevens Crk and Wolfe Rd, Traffic Signals		\$184.88		
0092-013124-44			01/31/2024		116367110 -SW Cor Stevens Crk and Portal, Traffic		\$113.64		
0092-013124-45			01/31/2024		Signal				
0092-013124-46			01/31/2024		116367115 -Stevens Crk and Perimeter Rd, Traffic		\$115.56		
0092-013124-47			01/31/2024		Control Signal				
0092-013124-48			01/31/2024		116367120 -Vallco Prky/Tantau Ave, Traffic Signal		\$122.98		
0092-013124-49			01/31/2024		116367125 -Stevens Crk and Tantau, Traffic Signals		\$125.77		
0092-013124-50			01/31/2024		116367130 -NW Corner Steven Crk and Torre, Traffic		\$120.80		
0092-013124-51			01/31/2024		Signal				
0092-013124-52			01/31/2024		116367782 -N/S Stevens Creek Blvd in front of 20301,		\$10.84		
0092-013124-53			01/31/2024		Irrigation				
0092-013124-54			01/31/2024		116367001 -E37H4 Wolfe and Rte 280 NB Loc A		\$77.05		
0092-013124-55			01/31/2024		116367165 -S/E Wolfe-Pruneridge, Sprinkler Control		\$139.09		
0092-013124-56			01/31/2024		and Traffic S				
0092-013124-57			01/31/2024		116367170 -Tantau Ave and Tandem D/W, Traffic		\$124.03		
0092-013124-58			01/31/2024		Signal				
0092-013124-59			01/31/2024		116367175 -S/E Corner Pruneridge and Tantau,		\$105.38		
0092-013124-60			01/31/2024		Traffic Controller				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
0092-013124-40			01/31/2024		116367180 -Finch and Stevens Creek, Traffic Signals		\$134.55		
0092-013124-41			01/31/2024		116367185 -Wolfe Rd 500 Ft S/O Homestead, City/Sign Lighting		\$38.23		
0092-013124-42			01/31/2024		116367195 -Corner Miller and Phil Ln, Traffic Signal		\$95.23		
0092-013124-43			01/31/2024		116367200 -Homestead and De Anza Blvd, Traffic Signal/Dept Pub W		\$152.36		
0092-013124-44			01/31/2024		116367205 -Homestead Rd and Franco Ct, Traffic Signals		\$96.21		
0092-013124-45			01/31/2024		116367215 -N/Ramp De Anza Blvd, Traffic Signal		\$120.52		
0092-013124-46			01/31/2024		116367220 -Homestead Rd and Bluejay Rd, Traffic Signals		\$101.66		
0092-013124-47			01/31/2024		118426656 -WS Portal Btw Amhurst-Wheaton , Portal Prk Ltg, Prk L		\$338.24		
0092-013124-48			01/31/2024		114321565 116367416 -22601 Voss Ave		\$926.74		
0092-013124-49			01/31/2024		116367925 -22601 Voss Ave, Outdoor Lighting-MV Park		\$19.22		
0092-013124-50			01/31/2024		116367245 -Stevens Creek Blvd and Janice Ave, Sprinkler Control		\$19.20		
0092-013124-51			01/31/2024		116367269 -Cor/Lucille and Randy Ln, Sprinkler System (011095852		\$13.23		
0092-013124-52			01/31/2024		116367255 -Lucille and Villa De Anza, Sprinkler Control		\$368.29		
0092-013124-53			01/31/2024		116367815 -19784 Wintergreen Dr		\$689.45		
0092-013124-54			01/31/2024		116367280 -Stevens Creek Blvd and Fwy 85 East Ramp, Traffic Sign		\$116.98		
0092-013124-55			01/31/2024		116367290 -Stevens Creek and Mary Ave, Traffic Signals		\$115.63		
0092-013124-56			01/31/2024		116367408 -Stevens Creek Bl and Mary Avenue, Memorial Park Pump		\$84.06		
0092-013124-57			01/31/2024		116367625 -Stevens Creek Blvd Orange S/W Cor, Irrigation Control		\$10.84		
0092-013124-58			01/31/2024		116367902 -10246 Parkside Ln, Wilson Pk Sprinklers,Snack Shack,I		\$330.53		
0092-013124-59			01/31/2024		116367628 -N/W corner Alpine Dr and Foothill Blvd, Irrigation Co		\$10.84		
0092-013124-60			01/31/2024		116367476 -Salem Ave and Foothill Blvd, Irrigation Control		\$10.84		
0092-013124-61			01/31/2024		116367527 -Foothill Blvd 200' N/O Stevens Creek W/S, Irrigation		\$10.84		
0092-013124-62			01/31/2024		116367740 -Carmen Rd and Stevens Creek S/E corner, Irrigation Co		\$11.90		
0092-013124-63			01/31/2024		116367343 112570652 -Foothill Blvd 150' N/O Alpine E/S, Irrigati		\$31.33		
0092-013124-64			01/31/2024		116367370 -Stevens Creek Blvd and Fwy 85 West Ramp, Traffic Sign		\$16.26		
0092-013124-65			01/31/2024		116367380 -NE Corner Peninsula and Stevens Creek, Traffic Signal		\$119.08		
0092-013124-66			01/31/2024		116367385 -End/Stokes W/Wilson Crt, Sprinkler Control		\$13.11		
0092-013124-67			01/31/2024		116367395 -N/E corner Foothill and Starling Dr, Traffic Signals		\$103.35		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
0092-013124-68			01/31/2024		116367067 -Stonydale Dr and Varian Park, walkway lighting and Ir		\$165.16		
0092-013124-69			01/31/2024		116367071 -Linda Vista Dr / Hillside Park, Hillside Park		\$27.67		
0092-013124-70			01/31/2024		116367648 -Linda Vista Park/Linda Vista Dr, Irrigation Control		\$262.58		
0092-013124-71			01/31/2024		116367455 -E37R9 Rodriguez and De Anza Blvd, Traffic Signal		\$126.09		
0092-013124-72			01/31/2024		116367656 -Scofield and De Anza, 100HP		\$14.15		
0092-013124-73			01/31/2024		116367465 -De Anza Blvd and Scofield Dr, Sprinkler Controller		\$12.73		
0092-013124-74			01/31/2024		116367475 -Foothill and Stevens Creek, Traffic Signal		\$106.69		
0092-013124-75			01/31/2024		116367447 -Stelling Rd Median 500' S/O Peppertree Ln, Landscape		\$14.31		
0092-013124-76			01/31/2024		116367236 -Stelling Rd Median 450' S/O Stevens Crk, Landscape Ir		\$13.80		
0092-013124-77			01/31/2024		116367505 -Stevens Crk and Stelling, Signal		\$69.39		
0092-013124-78			01/31/2024		116367510 -Bubb Rd and Results Wy, Traffic Signal		\$90.71		
0092-013124-79			01/31/2024		116367515 -Bubb Rd and McClellan Intersection, Traffic Signal		\$153.36		
0092-013124-80			01/31/2024		116367520 -Stelling Rd and Peppertree, Traffic Signal		\$92.31		
0092-013124-81			01/31/2024		116367525 -Stelling and McClellan, Signals		\$131.81		
0092-013124-82			01/31/2024		116367530 -Orange Ave and Stevens Creek N/E corner, Traffic Cont		\$75.60		
0092-013124-83			01/31/2024		116367493 -Dumas Dr/Jollyman Park, Jollyman Park Restroom		\$389.09		
0092-013124-84			01/31/2024		116367545 -Saratoga-Sunnyvale Rd, Traffic Signal		\$107.92		
0092-013124-85			01/31/2024		116367550 -W/S Saratoga-Sunnyvale Rd @ RT85, Traffic Signal		\$94.73		
0092-013124-86			01/31/2024		116367560 -S/E corner De Anza and Pacifica, Traffic Signal		\$119.84		
0092-013124-87			01/31/2024		116367570 -De Anza Blvd, Sprinkler Controller *		\$12.73		
0092-013124-88			01/31/2024		116367585 -Rainbow and Stelling, Traffic Signal		\$97.00		
0092-013124-89			01/31/2024		116367559 -21011 Prospect Rd, Irrigation Control		\$10.84		
0092-013124-90			01/31/2024		116367685 -Ruppell Pl and Moltzen Dr, Sprinkler Control		\$76.66		
0092-013124-91			01/31/2024		115211833 -10300 Anisworth Dr, Ball Park Stevens Creek SV		\$10.84		
0092-013124-92			01/31/2024		116367630 -22100 Stevens Creek Blvd, Golf Pro Shop		\$422.02		
0092-013124-93			01/31/2024		110081495 -10710 Stokes Ave, Somerset Park		\$60.15		
0092-013124-94			01/31/2024		116367044 -10555 Mary Ave NEM		\$1,373.42		
0092-013124-95			01/31/2024		116367568 -10555 Mary Ave, Corp Yard		\$462.84		
0092-013124-96			01/31/2024		116367474 -10500 Ann Arbor Ave, Field-Garden Gate		\$19.83		
0092-013124-97			01/31/2024		114315284 116367325 -21975 San Fernando Ave, Picnic Area		\$1,999.88		
0092-013124-98			01/31/2024		116367171 -10155 Barbara Ln, Irrigation and Scoreboard		\$21.44		
0092-013124-99			01/31/2024		116367587 -10430 S De Anza Blvd, Holiday Lighting		\$68.47		
0092-013124-100			01/31/2024		116367449 -10350 Torre Ave, Community Hall		\$3,765.66		
0092-013124-101			01/31/2024		111190735 119980351-10300 Torre Ave, City Hall		\$7,391.87		
0092-013124-102			01/31/2024		116367437 -10455 Miller Ave, Creekside Park		\$804.59		

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	0092-013124-103		01/31/2024		116367988 -21710 McClellan Rd, Playground Reception Area		\$10.84		
	0092-013124-104		01/31/2024		116367484 -20220 Suisun Dr, Parks and Rec Free Standing Panel		\$13.20		
	0092-013124-105		01/31/2024		116367763 -10630 S De Anza Blvd, Holiday Lighting		\$78.46		
	0092-013124-106		01/31/2024		116367332 -821 Bubb Rd #B/Building Concession		\$129.48		
	0092-013124-107		01/31/2024		116367274 -1170 Yorkshire Dr.		\$10.84		
	0092-013124-108		01/31/2024		116367013 - 1486 S Stelling Rd		\$10.84		
	0092-013124-109		01/31/2024		116367941 -7548 Donegal Dr, Irrigation Control /Hoover Park		\$13.23		
	0092-013124-110		01/31/2024		116367840 -10185 N Stelling RD		\$9,129.03		
	0092-013124-111		01/31/2024		116971849 -21111 Stevens Creek Blvd, Sports Center		\$9,747.75		
	0092-013124-112		01/31/2024		116367477 -21121 Stevens Creek Blvd, Memorial Park		\$2,332.54		
	0092-013124-113		01/31/2024		(Old116367536) 113736756 -Senior Center 21251 Stevens Creek BLV		\$4,109.84		
	0092-013124-114		01/31/2024		116367590 -Saratoga Sunnyvale Rd and Hwy 85, Traffic Signal		\$94.65		
	0092-013124-115		01/31/2024		116367605 -E37C1 Prospect and Rte 85, Traffic Signal		\$114.42		
	0092-013124-117		01/31/2024		116367615 -Fallenleaf Ln and S De Anza Blvd, Traffic Signal		\$111.91		
	0092-013124-118		01/31/2024		116367620 -S De Anza Blvd and Sharon Dr , Irrigation Controller		\$19.59		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$42,705.08		
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets Operating Cash)		\$422.02		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$9,747.75		
734140	03/01/2024	Open			Accounts Payable	Rescue Training Institute, Inc.	\$2,507.23		
	Invoice		Date		Description		Amount		
	20600		12/06/2023		Cardiac Science G5 pediatric defib pads		\$2,507.23		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,507.23		
734141	03/01/2024	Open			Accounts Payable	SANTA CLARA COUNTY SHERIFF - GARNISHMENT	\$313.80		
	Invoice		Date		Description		Amount		
	02232024		02/23/2024		Garnishment - Brandon Morales pp 2/10/24-2/23/24		\$313.80		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$313.80		
734142	03/01/2024	Open			Accounts Payable	SEAN HATCH	\$153.00		
	Invoice		Date		Description		Amount		
	SeanH02262024		02/26/2024		Reimbursement for Building Codes and Standards exam - Sean Hatch		\$153.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$153.00		

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734143	03/01/2024	Open			Accounts Payable	T-MOBILE	\$104.49		
	Invoice		Date	Description		Amount			
	4158-022124		02/21/2024	966594158-022124		\$104.49			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$104.49			
734144	03/01/2024	Open			Accounts Payable	Bangladesh Puja Committee of Northern CA.	\$500.00		
	Invoice		Date	Description		Amount			
	2008721.030		02/26/2024	QCC- 2.18.24- Cupertino Room Security Deposit Refund		\$500.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$500.00			
734145	03/01/2024	Open			Accounts Payable	Bhargava , Adithi	\$192.00		
	Invoice		Date	Description		Amount			
	2008665.030		02/08/2024	Credit on acct for canceled #9655, due to Covid SIP		\$192.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$192.00			
734146	03/01/2024	Open			Accounts Payable	Carol Toman	\$8.88		
	Invoice		Date	Description		Amount			
	326 20 011		02/21/2024	Water Cost Share - 10132 ADRIANA AVE		\$8.88			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$8.88			
734147	03/01/2024	Open			Accounts Payable	Cupertino Kung-Fu Club	\$117.00		
	Invoice		Date	Description		Amount			
	2008677.030		02/15/2024	QCC- 2.04.24- MVRC Multi-Purpose Room Security Deposit Refund		\$117.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$117.00			
734148	03/01/2024	Open			Accounts Payable	DAN MCENTEE	\$334.50		
	Invoice		Date	Description		Amount			
	311054		02/22/2024	REFUND 10360 MANN DR BLD-2022-1028 WITHDRAWN		\$334.50			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$334.50			
734149	03/01/2024	Open			Accounts Payable	Golla, Keerthi	\$188.00		
	Invoice		Date	Description		Amount			
	2008717.030		02/22/2024	QCC 2/22/24 Account Credit Refund		\$188.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$188.00			

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734150	03/01/2024	Open			Accounts Payable	Guo, Xiaoyi	\$300.00		
	Invoice		Date	Description		Amount			
	2008700.030		02/20/2024	QCC- 2.06.24- Social Room Security Deposit Refund		\$300.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$300.00			
734151	03/01/2024	Open			Accounts Payable	Hood, Richard	\$320.00		
	Invoice		Date	Description		Amount			
	2008709.030		02/21/2024	QCC 2/21/24 Account Credit Refund		\$320.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$320.00			
734152	03/01/2024	Open			Accounts Payable	Khare, Shashank	\$160.00		
	Invoice		Date	Description		Amount			
	2008713.030		02/22/2024	QCC- 2.22.24 - Credit on Account Refund		\$160.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$160.00			
734153	03/01/2024	Open			Accounts Payable	Kim, Yeon	\$15.00		
	Invoice		Date	Description		Amount			
	2008727.030		02/27/2024	QCC- 2.27.24 - Credit on Account Refund		\$15.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$15.00			
734154	03/01/2024	Open			Accounts Payable	Lim, Caroline	\$417.00		
	Invoice		Date	Description		Amount			
	2008706.030		02/21/2024	QCC- 2.21.24 - Credit on Account Refund		\$417.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$417.00			
734155	03/01/2024	Open			Accounts Payable	Luptovic, Sue	\$18.00		
	Invoice		Date	Description		Amount			
	2008710.030		02/21/2024	QCC- 2.21.24 - Credit on Account Refund		\$18.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$18.00			
734156	03/01/2024	Open			Accounts Payable	Nandy, Rajrupa	\$480.00		
	Invoice		Date	Description		Amount			
	2008707.030		02/21/2024	QCC- 2.21.24 - Credit on Account Refund		\$480.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$480.00			
734157	03/01/2024	Open			Accounts Payable	Nunez, Silvina	\$60.00		
	Invoice		Date	Description		Amount			
	2008676.030		02/14/2024	QCC- 1.28.24- Social Room Security Deposit Refund		\$60.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$60.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734158	03/01/2024	Open			Accounts Payable	Tal, Michal	\$430.00		
	Invoice		Date	Description		Amount			
	2008708.030		02/21/2024	QCC- 2.21.24 - Credit on Account Refund		\$430.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$430.00			
734159	03/01/2024	Open			Accounts Payable	THOMAS JAMES HOMES	\$8,000.00		
	Invoice		Date	Description		Amount			
	316634		02/27/2024	10459 Bonny Dr, Encroachment, 316634		\$8,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$8,000.00			
Type Check Totals:							\$1,719,443.85		
EFT									
39100	03/01/2024	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	Colonial Products pp 2/10/24-2/23/24		\$29.16			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$29.16			
39101	03/01/2024	Open			Accounts Payable	Employment Development	\$10,360.34		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	State Disability Insurance pp 2/10/24-2/23/24		\$10,360.34			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$10,360.34			
39102	03/01/2024	Open			Accounts Payable	National Deferred (ROTH)	\$3,234.89		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	Nationwide Roth pp 2/10/24-2/23/24		\$3,234.89			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,234.89			
39103	03/01/2024	Open			Accounts Payable	National Deferred Compensation	\$22,691.43		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	Nationwide Deferred Compensation pp 2/10/24-2/23/24		\$22,691.43			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$22,691.43			
39104	03/01/2024	Open			Accounts Payable	PERS-457K	\$14,352.52		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	PERS pp 2/10/24-2/23/24		\$14,352.52			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$14,352.52			
39105	03/01/2024	Open			Accounts Payable	State Disbursement Unit	\$603.49		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	Child Support pp 2/10/24-2/23/24		\$603.49			

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	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$603.49		
39106	03/01/2024	Open			Accounts Payable	ABOLI JAYDEEP RANADE	\$156.00		
	Invoice		Date		Description		Amount		
	022624 AJR		02/26/2024		February classes		\$156.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$156.00		
39107	03/01/2024	Open			Accounts Payable	Adams Pool Solutions	\$138,716.15		
	Invoice		Date		Description		Amount		
	63710		02/23/2024		Blackberry Farms Pool Improvement Project		\$77,183.70		
	63443		01/25/2024		Blackberry Farms Pool Improvement Project		\$61,532.45		
	Paying Fund				Cash Account		Amount		
	420 - Capital Improvement Fund				420 100-100 (Cash & Investments Assets Operating Cash)		\$138,716.15		
39108	03/01/2024	Open			Accounts Payable	Amazon Capital Services	\$674.84		
	Invoice		Date		Description		Amount		
	1H6C-WCGH-4JPW		02/01/2024		Amazon Purchases Jan 2024 - PR2 Senior Wellness		\$305.80		
	17G4-CFWX-7L6F		02/01/2024		Amazon I&T Department billing 1/1/24 to 1/31/24		\$369.04		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$529.10		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating Cash)		\$145.74		
39109	03/01/2024	Open			Accounts Payable	Amit Goel	\$273.00		
	Invoice		Date		Description		Amount		
	022624 AG		02/26/2024		February fitness classes		\$273.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$273.00		
39110	03/01/2024	Open			Accounts Payable	Anderson's Tree Care Specialists, Inc.	\$2,299.25		
	Invoice		Date		Description		Amount		
	17398		01/22/2024		Grounds- Stockmeir Weed Mowing/Removal		\$2,299.25		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,299.25		
39111	03/01/2024	Open			Accounts Payable	Bikeep Inc.	\$49.00		
	Invoice		Date		Description		Amount		
	18067		02/29/2024		Monthly Bikeep Fee		\$49.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$49.00		
39112	03/01/2024	Open			Accounts Payable	CDW Government	\$4,746.94		
	Invoice		Date		Description		Amount		
	PR55744		02/19/2024		2x Aruba 20-Port PoE+and 4-Port SFP+ v3 zl2Module Mfg. Part#:		\$4,746.94		
	Paying Fund				Cash Account		Amount		

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						610 - Innovation & Technology			
						610 100-100 (Cash & Investments Assets Operating Cash)	\$4,746.94		
39113	03/01/2024	Open			Accounts Payable	CLEARBLU ENVIRONMENTAL	\$450.92		
	Invoice		Date	Description			Amount		
	31353		02/21/2024	Street- Feb 2024 Preventive Maint.			\$450.92		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$450.92		
39114	03/01/2024	Open			Accounts Payable	COLLEEN FERRIS	\$55.00		
	Invoice		Date	Description			Amount		
	ColleenF011624		01/16/2024	cell phone service Dec 17 - Jan 16			\$55.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39115	03/01/2024	Open			Accounts Payable	DAN BARONE	\$55.00		
	Invoice		Date	Description			Amount		
	DanB021824		02/18/2024	Cell Phone Reimbursement - Dan B 011924 to 021824			\$55.00		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39116	03/01/2024	Open			Accounts Payable	David L. Gates Associates, Inc.	\$18,941.20		
	Invoice		Date	Description			Amount		
	57564		01/31/2024	Memorial Park Specific Plan through 01312024			\$18,941.20		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$18,941.20		
39117	03/01/2024	Open			Accounts Payable	East Bay Tire Co.	\$806.57		
	Invoice		Date	Description			Amount		
	2011783		02/06/2024	Fleet- Trail Tires			\$186.83		
	2013682		02/13/2024	Fleet- Goodyear Tires			\$619.74		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$806.57		
39118	03/01/2024	Open			Accounts Payable	Eflex Group, Inc	\$4,716.29		
	Invoice		Date	Description			Amount		
	02232024		02/23/2024	FSA pp 2/10/24-2/23/24			\$4,716.29		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$4,716.29		
39119	03/01/2024	Open			Accounts Payable	Fehr & Peers	\$13,335.50		
	Invoice		Date	Description			Amount		
	172660		02/13/2024	VMT Inventory & Mitigation Measure through 123023-012624			\$13,335.50		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$13,335.50		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39120	03/01/2024	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$320.47		
	Invoice		Date	Description		Amount			
	1075255		02/13/2024	Fleet - Slide Rail		\$6.45			
	1075247		02/13/2024	Fleet - Air Filter		\$130.16			
	1075248		02/13/2024	Fleet - Carburetor, Rewind Starter		\$135.52			
	1075256		02/13/2024	Fleet - Syringe		\$48.34			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$320.47			
39121	03/01/2024	Open			Accounts Payable	GRACE DUVAL	\$176.00		
	Invoice		Date	Description		Amount			
	022624 GD		02/26/2024	February PT		\$176.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$176.00			
39122	03/01/2024	Open			Accounts Payable	IFPTE LOCAL 21	\$1,894.34		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	Association Dues - CEA pp 2/10/24-2/23/24		\$1,894.34			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,894.34			
39123	03/01/2024	Open			Accounts Payable	Interstate Traffic Control Products, Inc.	\$1,518.37		
	Invoice		Date	Description		Amount			
	261660		02/26/2024	Street- Preform Thermo 6" x 30' Roll		\$774.38			
	261662		02/26/2024	Trees/ROW- Mutcd Pocket Reference		\$79.30			
	261661		02/26/2024	Trees/ROW- Vinyl Reflective Signs		\$664.69			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$743.99			
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)		\$774.38			
39124	03/01/2024	Open			Accounts Payable	JAMES COLVIN	\$3,172.00		
	Invoice		Date	Description		Amount			
	022624 JC		02/26/2024	February PT		\$3,172.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$3,172.00			
39125	03/01/2024	Open			Accounts Payable	JENNIFER HILL	\$287.00		
	Invoice		Date	Description		Amount			
	022624 JH		02/26/2024	February fitness classes		\$287.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$287.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39126	03/01/2024	Open			Accounts Payable	JULIA KINST	\$55.00		
	Invoice		Date	Description			Amount		
	JuliaK02192024		02/19/2024	Cell Phone Reimbursement through 01202024-02192024			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39127	03/01/2024	Open			Accounts Payable	KEVIN GREENE	\$55.00		
	Invoice		Date	Description			Amount		
	KevinG021824		02/18/2024	Cell Phone Reimbursement - Kevin G 01.19.24 to 02.18.24			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39128	03/01/2024	Open			Accounts Payable	Melisa Stoner	\$360.00		
	Invoice		Date	Description			Amount		
	022624 MS		02/26/2024	February fitness classes			\$360.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$270.00		
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)			\$90.00		
39129	03/01/2024	Open			Accounts Payable	Michael Baker International	\$636.25		
	Invoice		Date	Description			Amount		
	1204480		02/15/2024	Professional Services through 02112024			\$636.25		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$636.25		
39130	03/01/2024	Open			Accounts Payable	MissionSquare	\$15,915.10		
	Invoice		Date	Description			Amount		
	02232024		02/23/2024	ICMA pp 2/10/24-2/23/24			\$15,915.10		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$15,915.10		
39131	03/01/2024	Open			Accounts Payable	MONICA G. RANES-GOLDBERG	\$546.00		
	Invoice		Date	Description			Amount		
	022624 MGRG		02/26/2024	February classes			\$546.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$546.00		
39132	03/01/2024	Open			Accounts Payable	Moss Adams LLP	\$11,750.00		
	Invoice		Date	Description			Amount		
	102551129		02/20/2024	Prof Services JAN 24			\$11,750.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$11,750.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39133	03/01/2024	Open			Accounts Payable	Musson Theatrical, Inc	\$2,390.29		
	Invoice		Date	Description		Amount			
	00471223		02/14/2024	Lighting and Drape Support Rentals for STOC 2024		\$2,390.29			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,390.29			
39134	03/01/2024	Open			Accounts Payable	National Construction Rentals, Inc	\$687.50		
	Invoice		Date	Description		Amount			
	1685912		02/07/2024	Earth Day 2024- portable toilets		\$687.50			
	Paying Fund			Cash Account		Amount			
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Operating Cash)		\$687.50			
39135	03/01/2024	Open			Accounts Payable	Nexinite, LLC	\$1,640.00		
	Invoice		Date	Description		Amount			
	INV-002302		11/05/2023	NexlNite for Form Digitization support Oct. 2023		\$1,640.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,640.00			
39136	03/01/2024	Open			Accounts Payable	ODP Business Solutions, LLC.	\$104.74		
	Invoice		Date	Description		Amount			
	352435862001		01/26/2024	Senior Center Copy Paper Supply		\$104.74			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$104.74			
39137	03/01/2024	Open			Accounts Payable	Pacific Office Automation	\$1,645.40		
	Invoice		Date	Description		Amount			
	038645		02/20/2024	Quarterly Maint. & Support for 15 mfp 11/16/23-2/13/24		\$1,645.40			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$1,645.40			
39138	03/01/2024	Open			Accounts Payable	PARS/City of Cupertino	\$3,060.07		
	Invoice		Date	Description		Amount			
	02232024		02/23/2024	PARS pp 2/10/24-2/23/24		\$3,060.07			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,060.07			
39139	03/01/2024	Open			Accounts Payable	Quadient Finance USA, Inc.	\$6,053.96		
	Invoice		Date	Description		Amount			
	8702-02042024		02/04/2024	Postage funds for machine Aug 2023- Feb 2024		\$6,053.96			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$6,053.96			
39140	03/01/2024	Open			Accounts Payable	Quadient, Inc.	\$1,946.04		
	Invoice		Date	Description		Amount			
	60504016		10/01/2023	Standard Maintenance for Postage Machine (10/31/23 - 01/30-24)		\$1,946.04			
	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
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$1,946.04		
39141	03/01/2024	Open			Accounts Payable	Raychel Renee Balcioni Cruz	\$1,740.00		
	Invoice		Date	Description		Amount			
	022624 RRBC		02/26/2024	February2 classes and PT		\$1,740.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Cash)	Operating	\$1,740.00			
39142	03/01/2024	Open			Accounts Payable	Recology South Bay	\$70,033.75		
	Invoice		Date	Description		Amount			
	Jan-24 RY3		02/22/2024	City Payment to Recology Rate Year 2/1/23 - 1/31/24- Jan 2024		\$70,033.75			
	Paying Fund			Cash Account		Amount			
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Cash)	Operating	\$70,033.75			
39143	03/01/2024	Open			Accounts Payable	Rose Brand Wipers Inc.	\$716.74		
	Invoice		Date	Description		Amount			
	RICA33924		02/12/2024	State of the City Address 2024 Drapes		\$716.74			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$716.74			
39144	03/01/2024	Open			Accounts Payable	Ross Recreation Equipment, Inc.	\$7,666.08		
	Invoice		Date	Description		Amount			
	I24875		02/21/2024	Grounds- Linda Vista Benches		\$4,229.95			
	I24874		02/21/2024	Grounds- Jollyman Park Benches		\$3,436.13			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Cash)	Operating	\$7,666.08			
39145	03/01/2024	Open			Accounts Payable	SABRE BACKFLOW, LLC	\$272.68		
	Invoice		Date	Description		Amount			
	3946		02/22/2024	Grounds- Calibration Check		\$272.68			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$272.68			
39146	03/01/2024	Open			Accounts Payable	She Z Products, Inc.	\$915.00		
	Invoice		Date	Description		Amount			
	021224		02/12/2024	Charcuterie Board (4) for State of the City Event		\$915.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$915.00			
39147	03/01/2024	Open			Accounts Payable	SHI International Corp	\$33,025.50		
	Invoice		Date	Description		Amount			
	B17964237		02/15/2024	DarkTrace SaaS procurement 2/1/24 - 2/1/25		\$33,025.50			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating	\$33,025.50			

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39148	03/01/2024	Open			Accounts Payable	SimpliGov LLC	\$40,000.00		
	Invoice		Date	Description		Amount			
	2520		02/27/2024	Third Amnd., for SimpliGov Automation Platform success		\$40,000.00			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$40,000.00			
39149	03/01/2024	Open			Accounts Payable	SONIA DOGRA	\$351.00		
	Invoice		Date	Description		Amount			
	022624 SD		02/26/2024	February fitness classes		\$351.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$351.00			
39150	03/01/2024	Open			Accounts Payable	Southern Computer Warehouse, Inc.	\$26,985.75		
	Invoice		Date	Description		Amount			
	INV00800203		02/01/2024	3x Poly Studio X52 AVB TAA		\$9,929.48			
	INV00800098		01/29/2024	2x Poly Studio X70, 1x Poly Studio X30, 4x Poly TC8 TC, Poly TC1		\$17,056.27			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$26,985.75			
39151	03/01/2024	Open			Accounts Payable	Statewide Traffic Safety & Signs Inc.	\$1,746.23		
	Invoice		Date	Description		Amount			
	05042982		02/16/2024	Street- 4MM & 6MM Asphalt Buckets		\$1,688.75			
	05043050		02/27/2024	Street- Briteside Panel & Brackets		\$57.48			
	Paying Fund			Cash Account		Amount			
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)		\$1,746.23			
39152	03/01/2024	Open			Accounts Payable	Thermal Mechanical, Inc.	\$12,447.71		
	Invoice		Date	Description		Amount			
	89686		02/09/2024	Facilities- Smoke Detector Head - Sports Center		\$260.10			
	89705		02/12/2024	Facilities- Refrigerant Line Replacement		\$9,827.74			
	89706		02/12/2024	Facilities- Replaced Smoke Detector - Senior Center		\$2,359.87			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$12,187.61			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$260.10			
39153	03/01/2024	Open			Accounts Payable	TJKM	\$9,370.00		
	Invoice		Date	Description		Amount			
	0055118		01/31/2024	Vision Zero & Action Plan through 01012024-01312024		\$9,370.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$9,370.00			
39154	03/01/2024	Open			Accounts Payable	Tripepi, Smith and Associates, Inc	\$2,660.00		
	Invoice		Date	Description		Amount			
	11505		12/31/2023	Communications Graphic Design Services for Dec 2023		\$2,660.00			

Payment Register

From Payment Date: 2/24/2024 - To Payment Date: 3/1/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$2,660.00		
39155	03/01/2024	Open			Accounts Payable	Zoom Video Communications, Inc.	\$286.72		
	Invoice		Date		Description		Amount		
	INV241996352		02/22/2024		Zoom Webinar 1000 Feb 22, 2024 - Mar 21, 2024		\$286.72		
	Paying Fund				Cash Account		Amount		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Cash)	Operating	\$286.72		

Type EFT Totals:
Main Account - Main Checking Account Totals

56 Transactions

\$498,978.18

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$1,719,443.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	37	\$1,719,443.85	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$498,978.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	56	\$498,978.18	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$2,218,422.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$2,218,422.03	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	37	\$1,719,443.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	37	\$1,719,443.85	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$498,978.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	56	\$498,978.18	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$2,218,422.03	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$2,218,422.03	\$0.00

Approved by: Jonathan Orozco
Monday, March 4, 2024

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
RATIFYING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING MARCH 8, 2024**

WHEREAS, the Director of Administrative Services or their 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 ratify the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April, 2024 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Resolution No. 24-XXX

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CERTIFICATION

The Finance Manager hereby certifies to the accuracy of said records and to the availability of funds for payment.



CERTIFIED:

Jonathan Orozco, Finance Manager

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
734160	03/08/2024	Open			Accounts Payable	Bay Aerials Gymnastics	\$15,274.50		
	Invoice		Date	Description		Amount			
	03052024		03/05/2024	February 2024 Program Payment		\$15,274.50			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$15,274.50			
734161	03/08/2024	Open			Accounts Payable	CINTAS CORP	\$1,428.80		
	Invoice		Date	Description		Amount			
	4184696919		02/27/2024	Service Center - Uniform Safety Apparel		\$1,428.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,428.80			
734162	03/08/2024	Open			Accounts Payable	Devil Mountain Wholesale Nursery	\$529.21		
	Invoice		Date	Description		Amount			
	INV285244		02/29/2024	Grounds- Querbra Box, 15 Gal Lagerstroemia, Blaze Box		\$529.21			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$529.21			
734163	03/08/2024	Open			Accounts Payable	HARRY L. MURPHY, INC.	\$4,700.00		
	Invoice		Date	Description		Amount			
	26795		02/29/2024	Facilities- QCC Preschool Flooring Repair		\$4,700.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,700.00			
734164	03/08/2024	Open			Accounts Payable	HOME DEPOT CREDIT SERVICES	\$3,020.41		
	Invoice		Date	Description		Amount			
	7613945		01/30/2024	Facilities- Michael C- Par38 Lightbulbs		\$15.29			
	1610227		02/05/2024	Facilities- Domingo S- Glides, Round Slider, Hard Sliders		\$28.28			
	1523847		02/05/2024	Facilities- Robert G- Disconnectors		\$10.89			
	1323822		02/05/2024	Facilities- Ty B- Insulation, Lumber Fees, Lifting Tool...		\$589.74			
	9600931		02/07/2024	Facilities- Ty B- Scotch Blue Tape, GRK Lathe Screw, EB Screw		\$56.25			
	4602375		02/12/2024	Facilities- Ty B- Insulation, Paint Markers, Chisel Scrape/Strip		\$168.60			
	4520332		02/12/2024	Facilities- Domingo S- Dynaflex Cedar, BW DM LED		\$75.53			
	8390940		02/08/2024	Facilities- Brandon M- Plastic Ribbed Anchor, Screws, Washers		\$27.61			
	8390939		02/08/2024	Facilities- Brandon M- Long Arm Hex Set		\$20.75			
	8390941		02/08/2024	Facilities- Brandon M- Screws		\$9.06			
	6614095		01/31/2024	Facilities- Brandon M- Rigid Brushing, Screw Connector		\$8.01			
	8390942		02/08/2024	Facilities- Brandon M- Claw Hammer, Redwood, Lumber Fee		\$57.08			
	3030613		02/13/2024	Facilities- Ty B- Wood Handle, Screws, Brushes		\$90.49			

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3014185		02/13/2024		Facilities- Ty B- Brush Set, Scraper, Stripper, Bit, Staples....		\$212.12		
	2612639		02/14/2024		Facilities- Ty B- Plunger, 3/8 Tee, Poly Tube		\$38.85		
	2602992		02/14/2024		Facilities- Ty B- Flashlight, UV Pen Light, Spray Shield		\$77.56		
	4523243		02/02/2024		Trees/ROW- Jared L- Lawn Rake, Leaf Rake, Steel Rake		\$109.31		
	2603119		02/14/2024		Facilities- Domingo S- Downspout Strainer		\$37.80		
	1014494		02/15/2024		Facilities- Ty B- Maple Plywood, Lumber Fee		\$99.09		
	0613046		02/16/2024		Facilities- Ty B- Fuel Router, Adapters, Kink Bibb, Hose Bibb		\$247.03		
	5605147		02/21/2024		Facilities- Ty B- 84T Trek CSB		\$82.00		
	3605698		02/23/2024		Facilities-Domingo S- Dynaflex, Bi-Metal Blade, Cut & Handy File		\$175.68		
	0523214		02/26/2024		Facilities- Robert G- Gas Connector, Thread Compound		\$59.46		
	5390945		02/21/2024		Facilities- Brandon M- Circular Saw Blade		\$65.59		
	0090482		02/26/2024		Facilities- Brandon M- Stem and Swivel Thermal Photocontrol		\$15.29		
	3090297		02/23/2024		Facilities- Brandon M- Felt Blankets		\$42.01		
	9511755		02/27/2024		Facilities- Ty B- Scotch Blue Tape, Primer, Paintcare Fee		\$241.43		
	9610543		02/27/2024		Grounds- Richard B- Airless Spray Tip		\$39.01		
	9180610		02/27/2024		Facilities- Domingo S- 4.75 Gallon Sealer		\$50.04		
	9390953		02/27/2024		Grounds- Sean F- PVC Pipes		\$27.98		
	6614120		01/31/2024		Facilities- Michael M- Great Stuff Gaps & Cracks		\$4.79		
	1612820		01/26/2024		Facilities- Heavy Duty Med. Box, HDK Tape		\$44.60		
	1014438		02/15/2024		Facilities- Brandon M- Offset Nipple, Bushing, Clamp Connector		\$18.41		
	1612793		02/15/2024		Facilities- Michael M- Buckets, Grid, Paint		\$28.82		
	6521893		02/20/2024		Facilities- Michael M- Plywood, Spray Foam		\$42.49		
	1610240		02/05/2024		Facilities- Michael M- 8 Pack LED Lights		\$43.71		
	0613167		02/16/2024		Facilities- Domingo S- Putty Knives, Bondo Filler		\$59.76		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,940.60		
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets Operating Cash)		\$37.80		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$42.01		
734165	03/08/2024	Open			Accounts Payable	League of California Cities	\$20,135.00		
	Invoice		Date		Description	Amount			
	11950-Z1C8K3		01/01/2024		Membership dues for calendar year 2024_ INV-11950-21 C8K3	\$20,135.00			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)	\$20,135.00			
734166	03/08/2024	Open			Accounts Payable	Mountain View Garden Center	\$807.23		
	Invoice		Date		Description	Amount			
	115113		02/13/2024		Trees/ROW- Topsoil	\$68.69			
	115181		02/27/2024		Grounds- Topsoil	\$68.69			

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	115191		02/28/2024	Grounds- Gravel			\$463.78		
	115184		02/28/2024	Grounds- Topsoil			\$68.69		
	115186		02/28/2024	Grounds- Topsoil			\$68.69		
	115179		02/27/2024	Grounds- Topsoil			\$68.69		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$807.23		
734167	03/08/2024	Open			Accounts Payable	Napa Auto Parts	\$508.94		
	Invoice		Date	Description			Amount		
	718414		03/01/2024	Fleet- Wiper Blade			\$175.58		
	718252		02/28/2024	Fleet- Fuel Filter			\$313.89		
	718137		02/27/2024	Fleet- Spin-on Fluid Filter			\$19.47		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$508.94		
734168	03/08/2024	Open			Accounts Payable	Parts Authority, LLC	\$29.23		
	Invoice		Date	Description			Amount		
	801560		02/29/2024	Fleet- Wiper Blade			\$29.23		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$29.23		
734169	03/08/2024	Open			Accounts Payable	PETERSON TRACTOR CO.	\$761.04		
	Invoice		Date	Description			Amount		
	SW000480116		02/29/2024	Fleet- Hydraulic Inspection			\$761.04		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$761.04		
734170	03/08/2024	Open			Accounts Payable	REBECCA MCCORMICK	\$468.00		
	Invoice		Date	Description			Amount		
	03052024		03/05/2024	February 2024 Program Payment			\$468.00		
	Paying Fund			Cash Account			Amount		
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)			\$468.00		
734171	03/08/2024	Open			Accounts Payable	REED & GRAHAM INC	\$133.98		
	Invoice		Date	Description			Amount		
	075319		02/26/2024	Grounds- Slide, Ladder, Cargo Climbers			\$133.98		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)			\$133.98		
734172	03/08/2024	Open			Accounts Payable	ROYAL BRASS INCORPORATED - SAN JOSE	\$180.56		
	Invoice		Date	Description			Amount		
	00326366		02/27/2024	Fleet- Hose Assembly			\$180.56		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$180.56		

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734173	03/08/2024	Open			Accounts Payable	Royal Coach Tours	\$1,298.00		
	Invoice		Date	Description		Amount			
	28553		03/29/2024	Charter 28553: 3/29/24 - Ballroom Extravaganza Trip		\$1,298.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,298.00			
734174	03/08/2024	Open			Accounts Payable	RPM EXTERMINATORS INC	\$1,275.00		
	Invoice		Date	Description		Amount			
	0107049		02/27/2024	Facilities- Bait Trap Service		\$1,275.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,020.00			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$255.00			
734175	03/08/2024	Open			Accounts Payable	San Jose Water Company	\$360,942.28		
	Invoice		Date	Description		Amount			
	09302023		12/05/2023	Water System Upgrades		\$24,010.85			
	10312023		01/17/2024	Water System Upgrades		\$78,992.93			
	11302023		01/17/2024	Water System Upgrades		\$6,310.48			
	12312023		02/13/2024	Water System Upgrades		\$251,628.02			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$360,942.28			
734176	03/08/2024	Open			Accounts Payable	Sierra Pacific Turf Supply, Inc.	\$52.38		
	Invoice		Date	Description		Amount			
	01001531		02/28/2024	Grounds- Gloves		\$52.38			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$52.38			
734177	03/08/2024	Open			Accounts Payable	The Sherwin-Williams Co	\$93.06		
	Invoice		Date	Description		Amount			
	9207-2		02/28/2024	Facilities- Paint Gallons		\$93.06			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$93.06			
734178	03/08/2024	Open			Accounts Payable	USGA CLUB MEMBERSHIP	\$150.00		
	Invoice		Date	Description		Amount			
	43788868-2024		02/28/2024	USGA 2024 Membership Dues		\$150.00			
	Paying Fund			Cash Account		Amount			
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)		\$150.00			
734179	03/08/2024	Open			Accounts Payable	Bal, Navneet	\$134.00		
	Invoice		Date	Description		Amount			
	2004985.012		03/04/2024	Sports Center 03/04/24 Acct. credit refund		\$134.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$134.00			

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734180	03/08/2024	Open			Accounts Payable	Bergamo, Michael	\$112.50		
	Invoice		Date	Description			Amount		
	2004986.012		03/05/2024	Sports Center 03/05/24 Acct. credit refund			\$112.50		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$112.50		
734181	03/08/2024	Open			Accounts Payable	Bisain, Nitin	\$40.00		
	Invoice		Date	Description			Amount		
	2004987.012		03/05/2024	Sports Center 03/05/24 Acct. credit refund			\$40.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$40.00		
734182	03/08/2024	Open			Accounts Payable	Bobb, Joshua	\$44.00		
	Invoice		Date	Description			Amount		
	2004988.012		03/05/2024	Sports Center 03/05/24 Acct. credit refund			\$44.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$44.00		
734183	03/08/2024	Open			Accounts Payable	Ding, Andrew	\$192.00		
	Invoice		Date	Description			Amount		
	2008746.030		03/01/2024	QCC 3/1/24 Account Credit Refund			\$192.00		
	Paying Fund			Cash Account			Amount		
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)			\$192.00		
734184	03/08/2024	Open			Accounts Payable	ELBERT CHEN	\$7,875.00		
	Invoice		Date	Description			Amount		
	330626		03/05/2024	REFUND 10385 MENHART LN BLD-2020-0406 TCO BOND			\$7,875.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$7,875.00		
734185	03/08/2024	Open			Accounts Payable	Fatima, Sameera	\$80.00		
	Invoice		Date	Description			Amount		
	2008747.030		03/01/2024	QCC 3/1/24 Account Credit Refund			\$80.00		
	Paying Fund			Cash Account			Amount		
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)			\$80.00		
734186	03/08/2024	Open			Accounts Payable	Finkelstein, Laura	\$300.00		
	Invoice		Date	Description			Amount		
	2004984.012		03/04/2024	Sports Center 03/04/24 Acct. credit refund			\$300.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$300.00		
734187	03/08/2024	Open			Accounts Payable	FISHEL, SUZAN	\$8,000.00		
	Invoice		Date	Description			Amount		
	311033		03/04/2024	10840 Johnson Ave; Encroachment; 311033			\$8,000.00		
	Paying Fund			Cash Account			Amount		

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Monday, March 11, 2020 55

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

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Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39161	03/08/2024	Open			Accounts Payable	AIRGAS USA LLC	\$86.18		
	Invoice		Date	Description		Amount			
	5506463516		02/29/2024	Fleet- Acetylene & Oxygen Cylinder Rental		\$86.18			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$86.18			
39162	03/08/2024	Open			Accounts Payable	All City Management Services, Inc.	\$18,280.87		
	Invoice		Date	Description		Amount			
	91430		02/21/2024	School Crossing Guard Services through 02042024-02172024		\$18,280.87			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$18,280.87			
39163	03/08/2024	Open			Accounts Payable	Amazon Capital Services	\$336.43		
	Invoice		Date	Description		Amount			
	1WYW-7MPW-6VRK		03/01/2024	Amazon Purchases Feb 2024 - PR2 Senior Wellness		\$281.99			
	16LF-HC1T-947Q		03/01/2024	Tyvek 10X13 Tear Resistant Envelopes		\$54.44			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$336.43			
39164	03/08/2024	Open			Accounts Payable	Andrew Schramm	\$21.98		
	Invoice		Date	Description		Amount			
	AndrewSO22024		02/20/2024	Safeway – Cupcakes for CMO Team Meeting		\$21.98			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$21.98			
39165	03/08/2024	Open			Accounts Payable	Bay Area News Group	\$2,945.52		
	Invoice		Date	Description		Amount			
	0001403879		02/29/2024	Legal Advertising - 2/1/2024-2/29/24		\$2,945.52			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,945.52			
39166	03/08/2024	Open			Accounts Payable	BKF Engineers	\$260.00		
	Invoice		Date	Description		Amount			
	24020631		02/13/2024	I-280 Trail through 01012024-01282024		\$260.00			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$260.00			
39167	03/08/2024	Open			Accounts Payable	BOSCO OIL INC DBA VALLEY OIL	\$14,254.12		
	Invoice		Date	Description		Amount			
	186263		02/28/2024	Fleet- Diesel Fuel, Gasoline, Storage Fees, Environmental Fees		\$14,254.12			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$14,254.12			

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39168	03/08/2024	Open			Accounts Payable	Callander Associates Landscape Architecture	\$1,950.37		
	Invoice		Date		Description	Amount			
	21049A-3R		01/31/2024		Creekside Park ADA Improvements through 12312023	\$1,950.37			
	Paying Fund				Cash Account	Amount			
	420 - Capital Improvement Fund				420 100-100 (Cash & Investments Assets Operating Cash)	\$1,950.37			
39169	03/08/2024	Open			Accounts Payable	Con-Quest Contractors, Inc.	\$83,175.75		
	Invoice		Date		Description	Amount			
	7.RO, 2022-01		01/28/2024		Pumpkin Fiesta Storm Drain Improvement Project Retention	\$83,175.75			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)	\$83,175.75			
39170	03/08/2024	Open			Accounts Payable	Continental Battery Systems	\$897.90		
	Invoice		Date		Description	Amount			
	35322402211701		02/23/2024		Fleet- Core Charges & Automotive Junk Exchange	\$897.90			
	Paying Fund				Cash Account	Amount			
	630 - Vehicle/Equip Replacement				630 100-100 (Cash & Investments Assets Operating Cash)	\$897.90			
39171	03/08/2024	Open			Accounts Payable	Craig Whittom Consulting	\$6,424.86		
	Invoice		Date		Description	Amount			
	00045		02/05/2024		Craig Whittom January 2024 Project Management	\$6,424.86			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)	\$6,424.86			
39172	03/08/2024	Open			Accounts Payable	Dispensing Technology Corporation	\$2,251.72		
	Invoice		Date		Description	Amount			
	16165		02/27/2024		Street- Bituminous, Dotstick Marker	\$2,251.72			
	Paying Fund				Cash Account	Amount			
	270 - Transportation Fund				270 100-100 (Cash & Investments Assets Operating Cash)	\$2,251.72			
39173	03/08/2024	Open			Accounts Payable	East Bay Tire Co.	\$361.43		
	Invoice		Date		Description	Amount			
	2017196		02/27/2024		Fleet- Good Year All Terrain Tires	\$361.43			
	Paying Fund				Cash Account	Amount			
	630 - Vehicle/Equip Replacement				630 100-100 (Cash & Investments Assets Operating Cash)	\$361.43			
39174	03/08/2024	Open			Accounts Payable	Fehr & Peers	\$2,560.00		
	Invoice		Date		Description	Amount			
	164092		04/17/2023		Main Street Transportation Review 2023/02-03	\$270.00			
	170798		12/12/2023		Main Street Transportation Review 2023/10-11	\$2,290.00			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)	\$2,560.00			
39175	03/08/2024	Open			Accounts Payable	Goldfarb & Lipman LLP	\$16,282.50		
	Invoice		Date		Description	Amount			
	470745		02/27/2024		Legal Services, January 2024	\$16,282.50			

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$16,282.50		
39176	03/08/2024	Open			Accounts Payable	GRACE DUVAL	\$98.00		
	Invoice		Date		Description		Amount		
	03052024		03/05/2024		February 2024 Program Payment		\$98.00		
	Paying Fund				Cash Account		Amount		
	580 - Recreation Program				580 100-100 (Cash & Investments Assets Operating Cash)		\$98.00		
39177	03/08/2024	Open			Accounts Payable	GRAINGER INC	\$1,118.40		
	Invoice		Date		Description		Amount		
	9035700807		02/28/2024		Facilities- Electronic Timer		\$344.89		
	9038534757		03/01/2024		Facilities- Brass Sink Faucet		\$773.51		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$1,118.40		
39178	03/08/2024	Open			Accounts Payable	Health and Human Resource Center, Inc.	\$280.32		
	Invoice		Date		Description		Amount		
	E0311439		02/02/2024		March 2024 EAP BENEFIT		\$280.32		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$280.32		
39179	03/08/2024	Open			Accounts Payable	Health Care Employees	\$28,803.60		
	Invoice		Date		Description		Amount		
	345421		02/12/2024		March 2024 Dental Benefit		\$28,803.60		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$28,803.60		
39180	03/08/2024	Open			Accounts Payable	Hinderliter de Llamas & Associates	\$4,342.39		
	Invoice		Date		Description		Amount		
	SIN036221		02/29/2024		Contract & Audit Services JAN-MAR24		\$4,342.39		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$4,342.39		
39181	03/08/2024	Open			Accounts Payable	HortScience I Bartlett Consulting	\$1,050.00		
	Invoice		Date		Description		Amount		
	17057		01/22/2024		Arborist Rev. 2023/12 ASA-2023-006,TR-2023-039		\$1,050.00		
					22445 Cupertino R				
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$1,050.00		
39182	03/08/2024	Open			Accounts Payable	IMPEC GROUP INC.,	\$70,262.01		
	Invoice		Date		Description		Amount		
	2402139		02/29/2024		Facilities - Janitorial Services Feb 2024		\$70,262.01		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$60,735.01		

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets	Operating	\$1,159.00		
	570 - Sports Center				570 100-100 (Cash & Investments Assets	Operating	\$8,368.00		
39183	03/08/2024	Open			Accounts Payable	Jahara Pagadipaala	\$340.00		
	Invoice		Date	Description		Amount			
	03052024		03/05/2024	February 2024 Program Payment		\$340.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program				580 100-100 (Cash & Investments Assets	Operating	\$340.00		
					Cash)				
39184	03/08/2024	Open			Accounts Payable	Life Insurance Company of North America	\$8,215.11		
	Invoice		Date	Description		Amount			
	15487_030124		03/05/2024	March 2024 NEW YORK LIFE		\$8,215.11			
	Paying Fund			Cash Account		Amount			
	641 - Compensated Absence/LTD				641 100-100 (Cash & Investments Assets	Operating	\$8,215.11		
					Cash)				
39185	03/08/2024	Open			Accounts Payable	Marlon Aumentado	\$55.00		
	Invoice		Date	Description		Amount			
	MarlonA02152024		02/15/2024	Cell Phone Reimbursement through 01162024-		\$55.00			
				02152024					
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$55.00		
					Cash)				
39186	03/08/2024	Open			Accounts Payable	Matt Morley	\$685.37		
	Invoice		Date	Description		Amount			
	MattM021224		02/12/2024	Travel Reimbursement for CalCities Conference		\$156.32			
	MattM012624		01/26/2024	Reimbursement for Mayor and Council Academy 0124		\$529.05			
				-012624					
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$685.37		
					Cash)				
39187	03/08/2024	Open			Accounts Payable	Miracle Playsystems Inc.	\$10,336.09		
	Invoice		Date	Description		Amount			
	F2024-0158		02/26/2024	Grounds- Slide, Ladder, Cargo Climbers		\$10,336.09			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$10,336.09		
					Cash)				
39188	03/08/2024	Open			Accounts Payable	MityLite Inc.	\$31.98		
	Invoice		Date	Description		Amount			
	00172091		02/27/2024	Mitylite Round Table Leg Caps		\$31.98			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$31.98		
					Cash)				
39189	03/08/2024	Open			Accounts Payable	Municipal Resource Group, LLC	\$250.00		
	Invoice		Date	Description		Amount			
	240160		02/12/2024	Professional Development Services-CDD 23298-CUP		\$250.00			
				- January 2024					

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$250.00		
39190	03/08/2024	Open			Accounts Payable	R & R INDUSTRIES, INC.	\$5,844.45		
	Invoice		Date	Description			Amount		
	663909		02/20/2024	Uniforms Shirts			\$5,844.45		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$5,639.63		
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Cash)	Operating		\$204.82		
39191	03/08/2024	Open			Accounts Payable	Shute, Mihaly & Weinberger LLP	\$20,260.30		
	Invoice		Date	Description			Amount		
	285133		02/28/2024	Legal Services, January 2024			\$13,869.73		
	285114		02/28/2024	Legal Services, January 2024			\$6,390.57		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$20,260.30		
39192	03/08/2024	Open			Accounts Payable	Starbird Consulting LLC	\$1,754.50		
	Invoice		Date	Description			Amount		
	0248		02/26/2024	Regnart Road Improvement through 01302024			\$1,754.50		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Cash)	Operating		\$1,754.50		
39193	03/08/2024	Open			Accounts Payable	Statewide Traffic Safety & Signs Inc.	\$1,162.12		
	Invoice		Date	Description			Amount		
	05043041		02/26/2024	Street- All Season Asphalt Patch			\$1,162.12		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Cash)	Operating		\$1,162.12		
39194	03/08/2024	Open			Accounts Payable	SUNNYVALE FORD, INC.	\$188.36		
	Invoice		Date	Description			Amount		
	233635FOW		02/23/2024	Fleet- HV ASY 1			\$55.11		
	233917FOW		02/29/2024	Fleet- HV Hose			\$119.84		
	233226FOW		02/16/2024	Fleet- HV Gasket			\$13.41		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Cash)	Operating		\$188.36		
39195	03/08/2024	Open			Accounts Payable	Tanko Lighting	\$62,731.00		
	Invoice		Date	Description			Amount		
	69329		12/31/2023	LED Streetlight Transition through December 2023			\$16,034.00		
	69398		01/31/2024	LED Streetlight Transition through January 2024			\$29,793.00		
	69446		02/29/2024	LED Streetlight Transition through February 2024			\$16,904.00		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Cash)	Operating		\$62,731.00		

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39196	03/08/2024	Open			Accounts Payable	THE HARTFORD	\$11,535.59		
	Invoice		Date	Description		Amount			
	656342135205		03/05/2024	March 2024 Life and AD&D Benefit		\$11,203.20			
	756342096696		03/05/2024	March 2024		\$332.39			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$11,535.59			
39197	03/08/2024	Open			Accounts Payable	Thomson Reuters - West	\$805.93		
	Invoice		Date	Description		Amount			
	849802594		03/01/2024	Online Subscription, March 2024 - Acct 1000489718		\$805.93			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$805.93			
39198	03/08/2024	Open			Accounts Payable	Tidal Basin Government Consulting, LLC.	\$15,936.59		
	Invoice		Date	Description		Amount			
	CUPERTINO_TTX-02		01/15/2024	Exercise Planning and Design for Period Dec 1, to Dec 31, 2023		\$15,936.59			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$15,936.59			
39199	03/08/2024	Open			Accounts Payable	Vision Service Plan	\$4,179.80		
	Invoice		Date	Description		Amount			
	819914244		02/19/2024	March 2024 Vision Benefit		\$2,303.94			
	819914247		02/19/2024	March 2024 Vision Benefit		\$977.16			
	819925379		02/21/2024	March 2024 Vision Benefit		\$898.70			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,179.80			
39200	03/08/2024	Open			Accounts Payable	Zero Foodprint	\$21,552.46		
	Invoice		Date	Description		Amount			
	2681		11/17/2023	SB1383 compost procurement services 01/01/23-11/15/23		\$21,552.46			
	Paying Fund			Cash Account		Amount			
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Operating Cash)		\$21,552.46			

Type EFT Totals:

Main Account - Main Checking Account Totals

45 Transactions

\$1,255,910.18

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	36	\$483,274.12	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	36	\$483,274.12	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	45	\$1,255,910.18	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 3/2/2024 - To Payment Date: 3/8/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	\$0.00	\$0.00	
					Total	45	\$1,255,910.18	\$0.00	
		All		Status	Count	Transaction Amount		Reconciled Amount	
				Open	81	\$1,739,184.30		\$0.00	
				Reconciled	0	\$0.00		\$0.00	
				Voided	0	\$0.00		\$0.00	
				Stopped	0	\$0.00		\$0.00	
				Total	81	\$1,739,184.30		\$0.00	
Grand Totals:									
		Checks		Status	Count	Transaction Amount		Reconciled Amount	
				Open	36	\$483,274.12		\$0.00	
				Reconciled	0	\$0.00		\$0.00	
				Voided	0	\$0.00		\$0.00	
				Stopped	0	\$0.00		\$0.00	
				Total	36	\$483,274.12		\$0.00	
		EFTs		Status	Count	Transaction Amount		Reconciled Amount	
				Open	45	\$1,255,910.18		\$0.00	
				Reconciled	0	\$0.00		\$0.00	
				Voided	0	\$0.00		\$0.00	
				Total	45	\$1,255,910.18		\$0.00	
		All		Status	Count	Transaction Amount		Reconciled Amount	
				Open	81	\$1,739,184.30		\$0.00	
				Reconciled	0	\$0.00		\$0.00	
				Voided	0	\$0.00		\$0.00	
				Stopped	0	\$0.00		\$0.00	
				Total	81	\$1,739,184.30		\$0.00	

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
RATIFYING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING MARCH 15, 2024**

WHEREAS, the Director of Administrative Services or their 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 ratify the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April, 2024 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Resolution No. 24-XXX

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CERTIFICATION

The Finance Manager hereby certifies to the accuracy of said records and to the availability of funds for payment.



CERTIFIED:

Jonathan Orozco, Finance Manager

Payment Register

From Payment Date: 3/9/2024 - To Payment Date: 3/15/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
734196	03/15/2024	Open			Accounts Payable	Advantage Grafix	\$106.94		
	Invoice		Date	Description		Amount			
	48322		03/05/2024	250 business cards for Sudeep Kumar		\$106.94			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$106.94			
734197	03/15/2024	Open			Accounts Payable	California Water Services	\$72.36		
	Invoice		Date	Description		Amount			
	1188-022324		02/23/2024	5606531188 1/24/24-2/22/24		\$72.36			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$72.36			
734198	03/15/2024	Open			Accounts Payable	CINTAS CORP	\$1,264.27		
	Invoice		Date	Description		Amount			
	4185413817		03/05/2024	Service Center - Uniform Safety Apparel		\$1,264.27			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,264.27			
734199	03/15/2024	Open			Accounts Payable	COMCAST	\$1,786.84		
	Invoice		Date	Description		Amount			
	3310 - 030724		03/07/2024	8155 40 065 0183310 - 030724		\$1,786.84			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$699.22			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$1,087.62			
734200	03/15/2024	Open			Accounts Payable	Cupertino Sanitary District	\$79,549.10		
	Invoice		Date	Description		Amount			
	354		02/16/2024	Facilities - Service Charge for FY 2023-2024		\$50,260.40			
	355		02/16/2024	Facilities - Service Charge for FY 2023-2024		\$29,288.70			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$53,835.90			
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)		\$23,374.80			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$2,338.40			
734201	03/15/2024	Open			Accounts Payable	Dex Systems Engineering	\$2,975.00		
	Invoice		Date	Description		Amount			
	1629		03/09/2024	State of the City Address Setup; Zoom Room Installations		\$2,975.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,975.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734202	03/15/2024	Open			Accounts Payable	Foster Brothers Security Systems	\$509.65		
	Invoice		Date	Description			Amount		
	4878		02/27/2024	Facilities- Padlocks, Key Mark Pin, Snap Trigger, Blanks & Hider			\$509.65		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$509.65		
734203	03/15/2024	Open			Accounts Payable	Imperial Productions	\$1,085.00		
	Invoice		Date	Description			Amount		
	03042024		03/04/2024	Senior Trip: 3/29/24 - Ballroom Extravaganza Trip			\$1,085.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$1,085.00		
734204	03/15/2024	Open			Accounts Payable	Linda Hsu	\$2,646.00		
	Invoice		Date	Description			Amount		
	03072024		03/07/2024	January-February 2024 Classes			\$2,646.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$2,646.00		
734205	03/15/2024	Open			Accounts Payable	Michele Westlaken	\$358.40		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	January-February 2024 Classes			\$358.40		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$358.40		
734206	03/15/2024	Open			Accounts Payable	MING FEN LEE	\$869.40		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	January-February 2024 Classes			\$869.40		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$869.40		
734207	03/15/2024	Open			Accounts Payable	Operating Engineers Local Union No. 3	\$1,528.80		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	Union Dues pp 2/24/24-3/8/24			\$1,528.80		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$1,528.80		
734208	03/15/2024	Open			Accounts Payable	PG&E	\$117.63		
	Invoice		Date	Description			Amount		
	4212-022724		02/27/2024	3535370421-2 1/22/24-2/20/24			\$117.63		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$117.63		
734209	03/15/2024	Open			Accounts Payable	PG&E	\$24,700.76		
	Invoice		Date	Description			Amount		
	3296-022924		02/29/2024	5116972329-6 1/24/24-2/22/24			\$24,700.76		
	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
							\$24,700.76		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating			
	Cash)								
734210	03/15/2024	Open			Accounts Payable	PG&E	\$330.22		
	Invoice		Date	Description			Amount		
	0349-022624		02/26/2024	3042033034-9 1/19/24-2/19/24			\$330.22		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$330.22		
	Cash)								
734211	03/15/2024	Open			Accounts Payable	PG&E	\$133.72		
	Invoice		Date	Description			Amount		
	8413-022824		02/28/2024	4685859841-3 1/23/24-2/21/24			\$133.72		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$133.72		
	Cash)								
734212	03/15/2024	Open			Accounts Payable	PG&E	\$32.59		
	Invoice		Date	Description			Amount		
	0719-022624		02/26/2024	9223068071-9 1/19/24-2/19/24			\$32.59		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$32.59		
	Cash)								
734213	03/15/2024	Open			Accounts Payable	PG&E	\$98.02		
	Invoice		Date	Description			Amount		
	5875-022124		02/21/2024	2012160587-5 1/20/24-2/20/24			\$98.02		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$98.02		
	Cash)								
734214	03/15/2024	Open			Accounts Payable	PG&E	\$271.19		
	Invoice		Date	Description			Amount		
	9785-030124		03/01/2024	2016881978-5 1/22/24-2/20/24			\$271.19		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$271.19		
	Cash)								
734215	03/15/2024	Open			Accounts Payable	PG&E	\$1,148.94		
	Invoice		Date	Description			Amount		
	6480-030124		03/01/2024	5587684648-0 1/25/24-2/25/24			\$1,148.94		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$1,148.94		
	Cash)								
734216	03/15/2024	Open			Accounts Payable	PG&E	\$455.22		
	Invoice		Date	Description			Amount		
	7100-021424		02/14/2024	7166121710-0 1/8/24-2/6/24			\$455.22		
	Paying Fund			Cash Account			Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets	Operating	\$455.22		
	Cash)								
734217	03/15/2024	Open			Accounts Payable	PG&E	\$18.19		
	Invoice		Date	Description			Amount		
	1937-022724		02/27/2024	8754273193-7 1/22/24-2/20/24			\$18.19		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$18.19		
				Cash)					
734218	03/15/2024	Open			Accounts Payable	PG&E	\$20.61		
	Invoice		Date	Description			Amount		
	0322-021324		02/13/2024	5849279032-2 1/8/24-2/6/24			\$20.61		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$20.61		
				Cash)					
734219	03/15/2024	Open			Accounts Payable	PG&E	\$28,858.76		
	Invoice		Date	Description			Amount		
	1715-022124		02/21/2024	4993063171-5 1/7/24-2/14/24			\$28,858.76		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$28,858.76		
				Cash)					
734220	03/15/2024	Open			Accounts Payable	Rupa Narayanan	\$531.30		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	January-February 2024 Classes			\$531.30		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$531.30		
				Cash)					
734221	03/15/2024	Open			Accounts Payable	San Jose Water Company	\$3,646.37		
	Invoice		Date	Description			Amount		
	SJW012924-71		01/29/2024	5997110000-9 - 7555 Barnhart Pl			\$600.36		
	SJW022724-0		02/27/2024	0573900000-7 - 22120 Stevens Creek Blvd			\$122.55		
	SJW022724-1		02/27/2024	3688120000-4 - Mary Ave Footbridge			\$192.94		
	SJW022724-2		02/27/2024	3872100000-8 - Park Canyon Oak Wy			\$413.62		
	SJW022724-3		02/27/2024	5022148584-5 - 10301 Byrne Ave			\$192.59		
	SJW022724-4		02/27/2024	6287875324-3 - 22241 McClellan Rd (Simms)			\$381.76		
	SJW022724-5		02/27/2024	6875120000-4 - 21979 San Fernando Av			\$249.41		
	SJW022724-6		02/27/2024	7112900000-7 - Oak Valley Rd			\$215.46		
	SJW022724-7		02/27/2024	7523510000-7 - Oak Valley Road LS			\$208.38		
	SJW022724-8		02/27/2024	9118810000-1 - 21121 Stevens Ck Bl Ls			\$438.83		
	SJW022724-9		02/27/2024	4299057897-5 - Alhambra Ave			\$630.47		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$3,207.54		
				Cash)					
	570 - Sports Center			570 100-100 (Cash & Investments Assets	Operating		\$438.83		
				Cash)					
734222	03/15/2024	Open			Accounts Payable	San Jose Water Company	\$584.98		
	Invoice		Date	Description			Amount		
	7329-02282024		02/28/2024	0645365732-9 Streets 1-28-28 to 2-28-24			\$584.98		
	Paying Fund			Cash Account			Amount		
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets	Operating		\$584.98		
				Cash)					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734223	03/15/2024	Open			Accounts Payable	SANTA CLARA COUNTY SHERIFF - GARNISHMENT	\$313.80		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Garnishment - Brandon Morales pp 2/24/24-3/8/24		\$313.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$313.80			
734224	03/15/2024	Open			Accounts Payable	Sue and Kathy Line Dance	\$4,205.60		
	Invoice		Date	Description		Amount			
	03182024		03/08/2024	January-February 2024 Classes		\$4,205.60			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,205.60			
734225	03/15/2024	Open			Accounts Payable	The Merrie Olde Christmas Carolers	\$295.00		
	Invoice		Date	Description		Amount			
	1090		03/05/2024	Volunteer Recognition Lunch Performance 3/23		\$295.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$295.00			
734226	03/15/2024	Open			Accounts Payable	United Site Services	\$712.68		
	Invoice		Date	Description		Amount			
	INV-4342521		03/11/2024	Trees/ROW- SWP 3/11/2024-4/7/2024		\$492.78			
	114-13816660		03/12/2024	portable toilet at compost site March-April 2024		\$219.90			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$492.78			
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Operating Cash)		\$219.90			
734227	03/15/2024	Open			Accounts Payable	Wheel Kids Bicycle Club, Inc.	\$247.50		
	Invoice		Date	Description		Amount			
	001		02/14/2024	Middle School Bike Skills Scholarship Program		\$247.50			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$247.50			
734228	03/15/2024	Open			Accounts Payable	WILBUR-ELLIS COMPANY LLC	\$702.55		
	Invoice		Date	Description		Amount			
	16276007		03/11/2024	Trees/ROW- Roundup Promax		\$702.55			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$702.55			
734229	03/15/2024	Open			Accounts Payable	Bansal, Ishan	\$112.50		
	Invoice		Date	Description		Amount			
	2004991.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$112.50			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$112.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734230	03/15/2024	Open			Accounts Payable	Bouchon, Yuriko	\$125.00		
	Invoice		Date	Description		Amount			
	2004996.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$125.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$125.00			
734231	03/15/2024	Open			Accounts Payable	Britton, William	\$200.00		
	Invoice		Date	Description		Amount			
	2004990.012		03/06/2024	Sports Center 03/06/24 Acct. credit refund		\$200.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$200.00			
734232	03/15/2024	Open			Accounts Payable	Bussing, Louisa	\$243.00		
	Invoice		Date	Description		Amount			
	2004992.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$243.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$243.00			
734233	03/15/2024	Open			Accounts Payable	Chacko, Biju	\$187.50		
	Invoice		Date	Description		Amount			
	2004993.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$187.50			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$187.50			
734234	03/15/2024	Open			Accounts Payable	Chen, Paul	\$150.00		
	Invoice		Date	Description		Amount			
	2004995.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$150.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$150.00			
734235	03/15/2024	Open			Accounts Payable	COMMERCIAL TREE CARE	\$1,000.00		
	Invoice		Date	Description		Amount			
	272393		03/11/2024	20441 Homestead Rd, Encroachment, 272393		\$1,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,000.00			
734236	03/15/2024	Open			Accounts Payable	ELECTRIC TECH CONSTRUCTION INC.	\$10,000.00		
	Invoice		Date	Description		Amount			
	268141		03/11/2024	20745 Stevens Creek Blvd; Encroachment; 268141		\$10,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$10,000.00			
734237	03/15/2024	Open			Accounts Payable	JON ROBERTSON	\$862.81		
	Invoice		Date	Description		Amount			
	334598		03/12/2024	REFUND 10885 N. STELLING RD BLD- 2023-2742		\$862.81			
	Paying Fund			PERMIT VOID					
				Cash Account		Amount			

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39203	03/11/2024	Open			Accounts Payable	SQUARE, INC.	\$70.00		
	Invoice		Date	Description		Amount			
	SQUARE030224		03/02/2024	SQUARE Team Plus 3/1/24-4/1/24		\$70.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$70.00			
39204	03/15/2024	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Colonial Products pp 2/24/24-3/8/24		\$29.16			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$29.16			
39205	03/15/2024	Open			Accounts Payable	Employment Development	\$10,293.50		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	State Disability Insurance pp 2/24/24-3/8/24		\$10,293.50			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$10,293.50			
39206	03/15/2024	Open			Accounts Payable	National Deferred (ROTH)	\$3,259.89		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Nationwide Roth pp 2/24/24-3/8/24		\$3,259.89			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,259.89			
39207	03/15/2024	Open			Accounts Payable	National Deferred Compensation	\$23,201.43		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Nationwide Deferred Compensation pp 2/24/24-3/8/24		\$23,201.43			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$23,201.43			
39208	03/15/2024	Open			Accounts Payable	PERS-457K	\$15,237.52		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	PERS 457K pp 2/24/24-3/8/24		\$15,237.52			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$15,237.52			
39209	03/15/2024	Open			Accounts Payable	State Disbursement Unit	\$603.49		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Child Support pp 2/24/24-3/8/24		\$603.49			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$603.49			
39210	03/15/2024	Open			Accounts Payable	All City Management Services, Inc.	\$9,143.31		
	Invoice		Date	Description		Amount			
	91766		03/05/2024	School Crossing Guard Services through 02182024-03022024		\$9,143.31			
	Paying Fund			Cash Account		Amount			

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					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$9,143.31		
39211	03/15/2024	Open			Accounts Payable	ALTA Language Services, Inc	\$68.00		
	Invoice		Date	Description		Amount			
	IS703022		02/29/2024	Listening & Speaking Test (Live)		\$68.00			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$68.00		
39212	03/15/2024	Open			Accounts Payable	Amazon Capital Services	\$4,421.05		
	Invoice		Date	Description		Amount			
	1LM3-MGCN-96QK		03/01/2024	Service Center - Multiple Division Purchases Feb 2024		\$3,785.02			
	1VMF-D9W4-7974		03/01/2024	IT - Microsemi 1 port, UpBright 9V AC/DC Adapter, Hard Drive		\$661.12			
	1LJP-CWFT-CGHF		03/01/2024	Apply credit memo related to invoice #1VMF-D9W4-7974		(\$25.09)			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$2,511.91		
					230 - Env Mgmt Cln Crk Strm Drain	230 100-100 (Cash & Investments Assets Operating Cash)	\$201.39		
					270 - Transportation Fund	270 100-100 (Cash & Investments Assets Operating Cash)	\$637.80		
					610 - Innovation & Technology	610 100-100 (Cash & Investments Assets Operating Cash)	\$190.93		
					630 - Vehicle/Equip Replacement	630 100-100 (Cash & Investments Assets Operating Cash)	\$879.02		
39213	03/15/2024	Open			Accounts Payable	Amazon Web Services, Inc.	\$1,686.88		
	Invoice		Date	Description		Amount			
	1614429601		03/02/2024	GIS - AWS February 1 - February 29, 2024		\$1,686.88			
	Paying Fund			Cash Account		Amount			
					610 - Innovation & Technology	610 100-100 (Cash & Investments Assets Operating Cash)	\$1,686.88		
39214	03/15/2024	Open			Accounts Payable	Anderson's Tree Care Specialists, Inc.	\$5,332.25		
	Invoice		Date	Description		Amount			
	17399		02/28/2024	Grounds - Stockmeir Weed Mowing		\$2,299.25			
	17404		02/14/2024	Grounds - Varian Fruit Tree Treatment		\$2,495.00			
	17416		02/14/2024	Grounds - BBF Fruit Tree Treatment		\$538.00			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$5,332.25		
39215	03/15/2024	Open			Accounts Payable	Bay Area Community Resources	\$7,000.00		
	Invoice		Date	Description		Amount			
	2411151-3		03/04/2024	Sustainability Service Corps		\$7,000.00			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$7,000.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39216	03/15/2024	Open			Accounts Payable	BECK'S SHOES INC.	\$400.00		
	Invoice		Date	Description			Amount		
	275998-00		03/08/2024	Service Center - Safety Boots Junnie			\$400.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$400.00		
39217	03/15/2024	Open			Accounts Payable	BRIAN GATHERS	\$55.00		
	Invoice		Date	Description			Amount		
	BrianG030424		03/04/2024	Cell Phone Reimbursement - Brian G 02.05.24 to 03.04.24			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39218	03/15/2024	Open			Accounts Payable	Con-Quest Contractors, Inc.	\$36,500.00		
	Invoice		Date	Description			Amount		
	R.2, 2024-01		03/06/2024	Stevens Creek Blvd-Emergency Storm Drain			\$36,500.00		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$36,500.00		
39219	03/15/2024	Open			Accounts Payable	CoreLogic Solutions, LLC.	\$100.00		
	Invoice		Date	Description			Amount		
	30709630		02/29/2024	FY24 RealQuest Monthly subscription 01-FEB-2024 to 29-FEB-2024			\$100.00		
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)			\$100.00		
39220	03/15/2024	Open			Accounts Payable	CSG Consultants, Inc.	\$85.00		
	Invoice		Date	Description			Amount		
	55478		03/06/2024	Pumpkin Fiesta Storm Drain through 012724-022324			\$85.00		
	Paying Fund			Cash Account			Amount		
	210 - Storm Drain Improvement			210 100-100 (Cash & Investments Assets Operating Cash)			\$85.00		
39221	03/15/2024	Open			Accounts Payable	Cupertino Supply, Inc	\$11.02		
	Invoice		Date	Description			Amount		
	346850		03/05/2024	Facilities - Credit for Invoice# 346549			(\$13.55)		
	346549		03/01/2024	Facilities - Brass Spud, Grease, Washer			\$24.57		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$11.02		
39222	03/15/2024	Open			Accounts Payable	Dasher Technologies, Inc.	\$14,475.83		
	Invoice		Date	Description			Amount		
	PSI-DSH09692		02/29/2024	Aruba ClearPass 2/10/24 - 7/7/25 NASPO Master Agr. #AR3228 8			\$14,288.33		
	PSI-DSH09749		02/29/2024	FY24 Infrastructure Support - February 2024			\$187.50		
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)			\$14,475.83		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39223	03/15/2024	Open			Accounts Payable	Efflex Group, Inc	\$4,664.36		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	FSA pp 2/24/24-3/8/24		\$4,664.36			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,664.36			
39224	03/15/2024	Open			Accounts Payable	Enterprise FM Trust	\$572.73		
	Invoice		Date	Description		Amount			
	FBN4987259		03/05/2024	Fleet- Fleet - March 2024 Ford Escape Vin# 9773		\$572.73			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$572.73			
39225	03/15/2024	Open			Accounts Payable	Ewing Irrigation Products Inc.	\$4,612.85		
	Invoice		Date	Description		Amount			
	21645193		03/01/2024	Grounds- White Aero Paint		\$4,612.85			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,612.85			
39226	03/15/2024	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$65.52		
	Invoice		Date	Description		Amount			
	1078400		02/27/2024	Fleet - Wheel Kit		\$65.52			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$65.52			
39227	03/15/2024	Open			Accounts Payable	Geotab USA, Inc	\$2,815.25		
	Invoice		Date	Description		Amount			
	IN373313		02/29/2024	FY24 Geotab for Telematics February 2024		\$2,815.25			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$2,815.25			
39228	03/15/2024	Open			Accounts Payable	GRACE DUVAL	\$360.15		
	Invoice		Date	Description		Amount			
	03072024		03/07/2024	January-February-2024 Classes		\$360.15			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$360.15			
39229	03/15/2024	Open			Accounts Payable	GRAINGER INC	\$520.78		
	Invoice		Date	Description		Amount			
	9023001457		02/16/2024	Fleet - Power Connector, Handle Red, Cap		\$53.78			
	9040179435		03/04/2024	Facilities- Slip Joint Coupling		\$48.45			
	9045189330		03/07/2024	Facilities - Grease, Cleaner, Aerosol		\$418.55			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$467.00			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$53.78			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39230	03/15/2024	Open			Accounts Payable	IFPTE LOCAL 21	\$1,874.74		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Association Dues - CEA pp 2/24/24-3/8/24		\$1,874.74			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,874.74			
39231	03/15/2024	Open			Accounts Payable	Independent Code Consultants, Inc.	\$12,024.68		
	Invoice		Date	Description		Amount			
	1915		03/01/2024	Building Permit Tech Services - 2024/02		\$5,460.00			
	1914		03/01/2024	Building Plan Review Services - 2024/02		\$6,564.68			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$12,024.68			
39232	03/15/2024	Open			Accounts Payable	InservH2O Inc.	\$834.80		
	Invoice		Date	Description		Amount			
	3682		03/01/2024	Facilities - Water Treatment March 2024		\$834.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$834.80			
39233	03/15/2024	Open			Accounts Payable	Jahara Pagadipaala	\$537.60		
	Invoice		Date	Description		Amount			
	03072024		03/07/2024	January-February 2024 Classes		\$537.60			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$537.60			
39234	03/15/2024	Open			Accounts Payable	James Silva	\$295.00		
	Invoice		Date	Description		Amount			
	JamesS030824		03/08/2024	Trees/ROW - Reimbursement ISA Arborist Exam		\$295.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$295.00			
39235	03/15/2024	Open			Accounts Payable	KMVT Community Television	\$990.00		
	Invoice		Date	Description		Amount			
	7960		02/29/2024	Video Production support Feb. 2024 - 2/6 CC & 2/14 SVCEA Mtgs.		\$990.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$990.00			
39236	03/15/2024	Open			Accounts Payable	LIFETIME TENNIS, INC.	\$260,075.32		
	Invoice		Date	Description		Amount			
	031324 LTP5		03/13/2024	Payment #5 From Dec 18, 2023 through Mar 10, 2024		\$260,075.32			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$260,075.32			
39237	03/15/2024	Open			Accounts Payable	Mei's Dance Academy	\$1,680.00		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	January-February 2024 Classes		\$840.00			
	12202023		12/20/2023	November-December 2023 Classes		\$840.00			

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	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$1,680.00		
				Cash)					
39238	03/15/2024	Open			Accounts Payable	MissionSquare	\$15,827.60		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	ICMA pp 2/24/24-3/8/24			\$15,827.60		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$15,827.60		
				Cash)					
39239	03/15/2024	Open			Accounts Payable	Nexinite, LLC	\$1,170.00		
	Invoice		Date	Description			Amount		
	INV-002466		03/05/2024	FY24 Support for CIP Management Hub February			\$1,170.00		
				2024					
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets	Operating		\$1,170.00		
				Cash)					
39240	03/15/2024	Open			Accounts Payable	Nomad Transit LLC	\$185,690.41		
	Invoice		Date	Description			Amount		
	INV001-10388		02/29/2024	Via Cupertino Shuttle through February 2024			\$185,690.41		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$185,690.41		
				Cash)					
39241	03/15/2024	Open			Accounts Payable	ODP Business Solutions, LLC.	\$235.47		
	Invoice		Date	Description			Amount		
	352370317001		02/15/2024	Office Supplies - Copy Paper			\$129.49		
	354326392001		02/13/2024	Office Supplies: Plotter Paper			\$105.98		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$235.47		
				Cash)					
39242	03/15/2024	Open			Accounts Payable	Outdoor Creations Inc.	\$5,494.46		
	Invoice		Date	Description			Amount		
	10980		03/01/2024	Grounds- Group BBQ W/ Adjustable Grill			\$5,494.46		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets	Operating		\$5,494.46		
				Cash)					
39243	03/15/2024	Open			Accounts Payable	PARS/City of Cupertino	\$3,545.98		
	Invoice		Date	Description			Amount		
	03082024		03/08/2024	PARS Employee pp 2/24/24-3/8/24			\$3,545.98		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$3,545.98		
				Cash)					
39244	03/15/2024	Open			Accounts Payable	Parts Authority, LLC	\$75.18		
	Invoice		Date	Description			Amount		
	802420		03/04/2024	Fleet - Drive Belt			\$6.20		
	576132		03/07/2024	Fleet- East Penn Battery			\$68.98		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets	Operating		\$75.18		
				Cash)					

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39245	03/15/2024	Open			Accounts Payable	Phoenix MSA Holdings, LLC	\$2,807.24		
	Invoice		Date	Description		Amount			
	B1-2398482		02/01/2024	FY24 Colocation Services - March 2024		\$1,411.15			
	B1-2404829		03/01/2024	FY24 Colocation Services - April 2024		\$1,396.09			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$2,807.24			
39246	03/15/2024	Open			Accounts Payable	PLAN JPA	\$30,172.74		
	Invoice		Date	Description		Amount			
	PLAN-2024-0173		03/11/2024	General Liability Claims - February 2024		\$30,172.74			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$30,172.74			
39247	03/15/2024	Open			Accounts Payable	Revel Environmental Manufacturing, Inc.	\$2,872.80		
	Invoice		Date	Description		Amount			
	60978		02/23/2024	Insp, cleaning, replacement of storm drain devices		\$2,872.80			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$2,872.80			
39248	03/15/2024	Open			Accounts Payable	Rincon Consultants, Inc	\$3,413.75		
	Invoice		Date	Description		Amount			
	54732		02/20/2024	GHG Emissions Inventory Support- Dec 2023-Jan 2024 services		\$3,413.75			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,413.75			
39249	03/15/2024	Open			Accounts Payable	Safety Compliance Management, Inc.	\$1,395.00		
	Invoice		Date	Description		Amount			
	8228		02/09/2024	Scissor Lift Operations Training - 1.16.24		\$1,395.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,395.00			
39250	03/15/2024	Open			Accounts Payable	Saul Herrera	\$58.00		
	Invoice		Date	Description		Amount			
	SaulH030424		03/04/2024	Trees/ROW - Reimbursement CDL Tanker Endorsement		\$58.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$58.00			
39251	03/15/2024	Open			Accounts Payable	SCA of CA, LLC	\$38,129.58		
	Invoice		Date	Description		Amount			
	108045CS		01/31/2024	Street Sweeping- January 2024		\$19,064.79			
	108265CS		02/29/2024	Street Sweeping- February 2024		\$19,064.79			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$19,064.78			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			520 - Resource Recovery		520 100-100 (Cash & Investments Assets Cash)	Operating	\$19,064.80		
39252	03/15/2024	Open			Accounts Payable	SCI Consulting Group	\$7,910.00		
	Invoice		Date	Description		Amount			
	SBS11042		01/31/2024	Levy administration FY23-24		\$7,910.00			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Cash)	Operating	\$7,910.00			
39253	03/15/2024	Open			Accounts Payable	Sedgwick Claims Management Services, Inc.	\$2,343.33		
	Invoice		Date	Description		Amount			
	400000177588		03/04/2024	Worker's Compensation Claims MAR24		\$2,343.33			
	Paying Fund			Cash Account		Amount			
	620 - Workers' Compensation			620 100-100 (Cash & Investments Assets Cash)	Operating	\$2,343.33			
39254	03/15/2024	Open			Accounts Payable	Sonitrol/Pacific West Security, Inc.	\$1,100.00		
	Invoice		Date	Description		Amount			
	82542		02/29/2024	Facilities - City Hall Installation		\$1,100.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$1,100.00			
39255	03/15/2024	Open			Accounts Payable	SUNNYVALE FORD, INC.	\$654.65		
	Invoice		Date	Description		Amount			
	FOCS868960		03/05/2024	Fleet- Wrench Light Testing, Elec. Shock Protect., Tire Service		\$654.65			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Cash)	Operating	\$654.65			
39256	03/15/2024	Open			Accounts Payable	Superco Specialty Products	\$1,939.40		
	Invoice		Date	Description		Amount			
	PSI546697		02/23/2024	Grounds - Towels, Aerosol		\$1,939.40			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$1,939.40			
39257	03/15/2024	Open			Accounts Payable	TERRYBERRY COMPANY LLC	\$1,019.97		
	Invoice		Date	Description		Amount			
	143069-37176		02/29/2024	Employee Recognition - M. Pavlov, Z. Wang, K. Levy, W. Bridge		\$1,019.97			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$1,019.97			
39258	03/15/2024	Open			Accounts Payable	TPx Communications	\$2,198.78		
	Invoice		Date	Description		Amount			
	177721085-0		02/29/2024	Telephone Service for new VoIP System Feb. 2024		\$2,198.78			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating	\$2,198.78			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39259	03/15/2024	Open			Accounts Payable	Turf Star, Inc.	\$34.98		
	Invoice		Date	Description			Amount		
	7322596-00		03/05/2024	Fleet - Decal, Bolt, Screw, Blade, Washer			\$34.98		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$34.98		
39260	03/15/2024	Open			Accounts Payable	Uline, Inc.	\$223.15		
	Invoice		Date	Description			Amount		
	175251465		03/05/2024	Facilities - Post for Storage Racks			\$223.15		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$223.15		
39261	03/15/2024	Open			Accounts Payable	US BANK	\$28,704.61		
	Invoice		Date	Description			Amount		
	JerryA021524		02/15/2024	8636 CC Charges			\$91.49		
	JJavier021524		02/15/2024	5617 CC Charges			\$5.11		
	SelbyM021524		02/15/2024	1711 CC Charges			\$63.35		
	ShawnT021524		02/15/2024	9157 CC Charges			\$82.00		
	RicardoA021524		02/15/2024	9906 CC Charges			\$444.69		
	DiegoZ021524		02/15/2024	8626 CC Charges			\$1,845.00		
	JimmyT021524		02/15/2024	4364 CC Charges			\$1,347.00		
	UrsulaS021524		02/15/2024	2512 CC Charges			\$24.99		
	TravisW021524		02/15/2024	8746 CC Charges			\$84.00		
	KimL02152024		02/15/2024	5169 CC Charges			\$1,355.16		
	CesarG021524		02/15/2024	9076 CC Charges			\$581.13		
	MichaelM021524		02/15/2024	0905 CC Charges			\$98.37		
	NathanV021524		02/15/2024	4299 CC Charges			\$4,838.36		
	AndrewS021524		02/15/2024	9993 CC Charges			\$3,148.93		
	TyB021524		02/15/2024	7739 CC Charges			(\$58.46)		
	ReiD021524		02/15/2024	1409CC Charges			\$179.98		
	RobertK021524		02/15/2024	7858 CC Charges			\$32.73		
	MarilynP021524		02/15/2024	6763 CC Charges			\$730.00		
	KavithaA021524		02/15/2024	7567 CC Charges			\$25.62		
	SundariP021524		02/15/2024	9702 CC Charges			\$1,746.19		
	AmandaH021524		02/15/2024	9326 CC Charges			\$111.42		
	DebraN021524		02/15/2024	3328 CC Charges			\$5,664.91		
	MelissaR021524		02/15/2024	0572 CC Charges			\$374.45		
	JasonB021524		02/15/2024	3965 CC Charges			\$30.00		
	RandyV021524		02/15/2024	9138 CC Charges			\$264.96		
	mariahg021524		02/15/2024	7882 CC CHARGES			\$401.97		
	KrisG021524		02/15/2024	6959 CC Charges			\$1,277.76		
	DMilesS021524		02/15/2024	3659 CC Charges			\$456.41		
	JanetL021524		02/15/2024	9949 CC Charges			\$693.13		
	Kevink021524		02/15/2024	8746 CC Charges			\$710.17		
	TommyY021524		02/15/2024	3675 CC charges			\$277.05		
	BrantonC021524		02/15/2024	5320 CC Charges			\$359.00		
	LeungK021524		02/15/2024	1733 CC Charges			\$70.74		
	JindyG02152024		02/15/2024	3141 CC Charges			\$1,347.00		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 3/9/2024 - To Payment Date: 3/15/2024

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	\$22,553.47		
					Cash)				
265 - BMR Housing				265	100-100 (Cash & Investments Assets	Operating	\$9.95		
					Cash)				
280 - Park Dedication				280	100-100 (Cash & Investments Assets	Operating	\$8.16		
					Cash)				
520 - Resource Recovery				520	100-100 (Cash & Investments Assets	Operating	\$24.99		
					Cash)				
580 - Recreation Program				580	100-100 (Cash & Investments Assets	Operating	\$548.94		
					Cash)				
610 - Innovation & Technology				610	100-100 (Cash & Investments Assets	Operating	\$1,174.04		
					Cash)				
630 - Vehicle/Equip Replacement				630	100-100 (Cash & Investments Assets	Operating	\$4,385.06		
					Cash)				

Type EFT Totals:

Main Account - Main Checking Account Totals

61 Transactions

\$761,631.41

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	\$180,410.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	47	\$180,410.24	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	61	\$761,631.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	61	\$761,631.41	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$942,041.65	\$0.00

From Payment Date: 3/9/2024 - To Payment Date: 3/15/2024

Grand Totals:

Approved by: Jonathan Orozco
Monday, March 18, 2020 8:33

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
RATIFYING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING MARCH 22, 2024**

WHEREAS, the Director of Administrative Services or their 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 ratify the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April, 2024 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Resolution No. 24-XXX

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CERTIFICATION

The Finance Manager hereby certifies to the accuracy of said records and to the availability of funds for payment.



CERTIFIED:

Jonathan Orozco, Finance Manager

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
734246	03/22/2024	Open			Accounts Payable	Advantage Grafix	\$106.94		
	Invoice		Date	Description		Amount			
	48338		03/05/2024	Business Cards for Samantha LoCurto		\$106.94			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$106.94			
734247	03/22/2024	Open			Accounts Payable	ALHAMBRA	\$8.91		
	Invoice		Date	Description		Amount			
	4984902 031624		03/16/2024	Water Cooler Rental - Sports Center		\$8.91			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$8.91			
734248	03/22/2024	Open			Accounts Payable	AT & T	\$115.67		
	Invoice		Date	Description		Amount			
	5558-022824		02/28/2024	960 731-7142 555 8		\$115.67			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$115.67			
734249	03/22/2024	Open			Accounts Payable	AT&T	\$8,684.47		
	Invoice		Date	Description		Amount			
	000021233394		02/10/2024	9391051384 1/10/24-2/9/24		\$1,604.64			
	000021242020		02/12/2024	9391023221 (408-253-9200) 1/12/24-2/11/24		\$62.36			
	000021242022		02/12/2024	9391023223 1/12/24-2/11/24		\$86.59			
	000021242117		02/12/2024	9391023217 (237-361-8095) 1/12/24-2/11/24		\$81.36			
	000021242118		02/12/2024	9391023216 (233-281-5494) 1/12/24-2/11/24		\$65.68			
	000021242119		02/12/2024	9391023215 (233-281-4421) 1/12/24-2/11/24		\$83.37			
	000021242987-0		02/12/2024	9391066758 - 4087771305 10185 N STELLING RD - Secure FAX		\$19.03			
	000021242987-1		02/12/2024	9391066758 - 4087771306 10185 N STELLING RD - Sheriff		\$19.22			
	000021242987-2		02/12/2024	9391066758 - 4087771307 10185 N STELLING RD - Sheriff		\$19.22			
	000021242987-3		02/12/2024	9391066758 - 4087771311 22221 MC CLELLAN RD - Environmental		\$24.29			
	000021242987-4		02/12/2024	9391066758 - 4087771318 10555 MARY AV - Traffic Operating Ce		\$35.22			
	000021242987-5		02/12/2024	9391066758 - 4087771331 21975 SAN FERNANDO AV - BBF- Kiosk A		\$19.72			
	000021242987-6		02/12/2024	9391066758 - 4087771340 10555 MARY AV - Alarm- Service Cente		\$19.47			
	000021242987-7		02/12/2024	9391066758 - 4087771344 21251 STEVENS CREEK BL - SEN - FAX		\$19.22			
	000021242987-8		02/12/2024	9391066758 - 4087771345 - CH- PG&E Meter		\$19.37			
	000021242987-9		02/12/2024	9391066758 - 4087771346 21111 STEVENS CREEK BL - SPORTS Cent		\$19.37			
	000021242987-10		02/12/2024	9391066758 - 4087771348 10555 MARY AV - Alarm- Service Cente		\$21.48			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
000021242987-11			02/12/2024		9391066758 - 4087771355	10555 MARY AV - Mechanic Shop FAX	\$19.22		
000021242987-12			02/12/2024		9391066758 - 4087773102	10185 N STELLING RD - Museum/Spare	\$19.22		
000021242987-13			02/12/2024		9391066758 - 4087773103	10185 N STELLING RD - Museum/Spare	\$19.22		
000021242987-14			02/12/2024		9391066758 - 4087773109 -	FAX	\$19.22		
000021242987-15			02/12/2024		9391066758 - 4087773112	21111 STEVENS CREEK BL - SPORTS- Fir	\$21.41		
000021242987-16			02/12/2024		9391066758 - 4087773113	21111 STEVENS CREEK BL - SPORTS- Fir	\$19.92		
000021242987-17			02/12/2024		9391066758 - 4087773137	10185 N STELLING RD - FAX QCC	\$19.22		
000021242987-18			02/12/2024		9391066758 - 4087773143	21975 SAN FERNANDO AV - BBF - Retrea	\$20.07		
000021242987-19			02/12/2024		9391066758 - 4087773145	21975 SAN FERNANDO AV - BBF-Alarm Go	\$19.37		
000021242987-20			02/12/2024		9391066758 - 4087773156	21251 STEVENS CREEK BL - SEN- FAX Wo	\$19.22		
000021242987-21			02/12/2024		9391066758 - 4087773164	21111 STEVENS CREEK BL - Sports Fax	\$19.37		
000021242987-22			02/12/2024		9391066758 - 4087773168	21111 STEVENS CREEK BL - Sports Cent	\$19.37		
000021242987-23			02/12/2024		9391066758 - 4087773254	21975 SAN FERNANDO AV - BBF - Golf S	\$24.29		
000021242987-24			02/12/2024		9391066758 - 4087773258	21975 SAN FERNANDO AV - BBF- Alarm C	\$19.22		
000021242987-25			02/12/2024		9391066758 - 4087773287 -	Comm Hall - Alarm	\$19.71		
000021242987-26			02/12/2024		9391066758 - 4087773288 -	Comm Hall - Fire Alarm	\$19.73		
000021242987-27			02/12/2024		9391066758 - 4087773293 -	Comm Hall - Fire Alarm	\$19.22		
000021242987-28			02/12/2024		9391066758 - 4087773302	21251 STEVENS CREEK BL - SEN- Credit	\$19.22		
000021242987-29			02/12/2024		9391066758 - 4087773305	21251 STEVENS CREEK BL - SEN- Credit	\$19.22		
000021242987-30			02/12/2024		9391066758 - 4087773317 -	CH- Finance CC VISA	\$19.37		
000021242987-31			02/12/2024		9391066758 - 4087773333 -	CH- FAX downstairs	\$19.37		
000021242987-32			02/12/2024		9391066758 - 4087773365	21251 STEVENS CREEK BL - RNA FAX	\$19.22		
000021242987-33			02/12/2024		9391066758 - 4087773369	21251 STEVENS CREEK BL - SEN- Alarm	\$21.05		
000021242987-34			02/12/2024		9391066758 - 4087773370	21251 STEVENS CREEK BL - SEN- Alarm	\$19.89		
000021242987-35			02/12/2024		9391066758 - 4087773372	21251 STEVENS CREEK BL - Trane Modem	\$19.22		
000021242987-36			02/12/2024		9391066758 - 4087773387	10555 MARY AV - FAX or Alarm	\$19.22		
000021242987-37			02/12/2024		9391066758 - 4087773388	10555 MARY AV - FAX or Alarm	\$19.22		
000021242987-38			02/12/2024		9391066758 - 4087773399	10555 MARY AV - FAX	\$19.35		
000021242987-39			02/12/2024		9391066758 - 4087773416	21251 STEVENS CREEK BL - SEN- Cr Car	\$19.22		

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	000021242987-40		02/12/2024		9391066758 - 4087773419 21251 STEVENS		\$19.22		
					CREEK BL - SEN- Cr Car				
	000021242019-0		02/12/2024		9391023228-City Clerk		\$29.38		
	000021242019-1		02/12/2024		9391023228-4082558166 - Service Center Admin		\$29.38		
	000021242019-2		02/12/2024		9391023228-City Hall		\$1,708.37		
	000021242019-3		02/12/2024		9391023228-Service Center		\$108.28		
	000021242019-4		02/12/2024		9391023228-Wilson Park		\$29.38		
	000021242019-5		02/12/2024		9391023228-Street Maintenance		\$29.69		
	000021242019-6		02/12/2024		9391023228-Monte Vista - 0720858144		\$524.72		
	000021242019-7		02/12/2024		9391023228-BBF Golf - 0720858146		\$427.76		
	000021242019-8		02/12/2024		9391023228-BBF Park - 0720858145		\$427.76		
	000021242019-9		02/12/2024		9391023228-0720858348 -		\$427.76		
	000021242019-10		02/12/2024		9391023228-0720858349 - 10229 North Portal Avenue		\$427.76		
	000021242019-11		02/12/2024		9391023228-Teleconnect: BTN0720858350		\$427.76		
	000021242019-12		02/12/2024		9391023228-720858352		\$524.72		
	000021242019-13		02/12/2024		9391023228-Teleconnect: BTN0722762181		\$524.72		
	000021242019-14		02/12/2024		9391023228-4084461114 - 10455 Miller Ave		\$29.38		
	000021242019-15		02/12/2024		9391023228-4084461126 - 19784 Wintergreen dr.		(\$97.15)		
	000021242019-16		02/12/2024		9391023228-4084461164 - 10299 N PORTAL AV		(\$97.07)		
	000021243025		02/12/2024		9391069197 911 Telephone Lines 01/12/2024 -		\$196.34		
					02/11/2024				
	000021390349		03/12/2024		9391069197 911 Telephone Lines 02/12/2024 -		\$196.13		
					03/11/2024				
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating		\$4,769.25		
					Cash)				
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets Operating		\$62.36		
					Cash)				
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating		\$160.67		
					Cash)				
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating		\$3,672.97		
					Cash)				
	630 - Vehicle/Equip Replacement				630 100-100 (Cash & Investments Assets Operating		\$19.22		
					Cash)				
734250	03/22/2024	Open			Accounts Payable	California Water Services	\$5,287.27		
	Invoice		Date		Description	Amount			
	3333-022624		02/26/2024		5926633333 1/20/24-2/20/24	\$5,287.27			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating	\$5,287.27			
					Cash)				
734251	03/22/2024	Open			Accounts Payable	Catholic Charities of Santa Clara	\$1,983.51		
						County			
	Invoice		Date		Description	Amount			
	CCOCDBGQ2FY2324		03/11/2024		General Fund HSG - Q2	\$1,983.51			
	Paying Fund				Cash Account	Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating	\$1,983.51			
					Cash)				
734252	03/22/2024	Open			Accounts Payable	CINTAS CORP	\$2,525.08		
	Invoice		Date		Description	Amount			
	4186134348		03/12/2024		Service Center - Uniform Safety Apparel	\$1,266.37			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	4186849356		03/19/2024		Service Center - Uniform Safety Apparel		\$1,258.71		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,525.08		
734253	03/22/2024	Open			Accounts Payable	CITY OF CUPERTINO	\$10,500.76		
	Invoice		Date		Description		Amount		
	CWSPF011624		01/16/2024		Billing for July-Dec23 Clean Water and Storm Protection Fees		\$10,500.76		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$8,948.01		
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets Operating Cash)		\$201.95		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$809.86		
	580 - Recreation Program				580 100-100 (Cash & Investments Assets Operating Cash)		\$540.94		
734254	03/22/2024	Open			Accounts Payable	Dave Bang Associates, Inc. of California	\$2,369.25		
	Invoice		Date		Description		Amount		
	CA55007		12/13/2023		Grounds-Clamp, Housing, Beam, Rod, Adhesive, Rivet, Washer, Bolt		\$2,369.25		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,369.25		
734255	03/22/2024	Open			Accounts Payable	DONE RIGHT, INC.	\$2,400.00		
	Invoice		Date		Description		Amount		
	7384		03/11/2024		Facilities- Wilson Park Snack Shack Gutter Replacement		\$2,400.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$2,400.00		
734256	03/22/2024	Open			Accounts Payable	FEDEX	\$190.46		
	Invoice		Date		Description		Amount		
	8-424-36311		03/01/2024		Shipping svcs - Video & SC		\$170.83		
	8-417-33340		02/23/2024		Shipping Svcs - SC		\$19.63		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$190.46		
734257	03/22/2024	Open			Accounts Payable	Identifix	\$1,428.00		
	Invoice		Date		Description		Amount		
	397070-24		03/11/2024		Identifix Gov. Subscription Direct Hit 1 Lic. 5/24/24 to 5/24/25		\$1,428.00		
	Paying Fund				Cash Account		Amount		
	610 - Innovation & Technology				610 100-100 (Cash & Investments Assets Operating Cash)		\$1,428.00		
734258	03/22/2024	Open			Accounts Payable	Lock N Climb LLC	\$3,026.22		
	Invoice		Date		Description		Amount		
	5990		02/22/2024		Fleet - Platform Ladder and Mini Stand		\$3,026.22		

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets	Operating		\$3,026.22		
				Cash)					
734259	03/22/2024	Open			Accounts Payable	MAITRI INC		\$6,430.62	
	Invoice		Date	Description			Amount		
	MCDBGQ2FY2324		01/16/2024	General Fund HSG - Q2			\$6,430.62		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$6,430.62		
				Cash)					
734260	03/22/2024	Open			Accounts Payable	Marathon Printing, Inc		\$315.49	
	Invoice		Date	Description			Amount		
	241118		03/15/2024	Big Bunny 5K - Bib Printing			\$315.49		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$315.49		
				Cash)					
734261	03/22/2024	Open			Accounts Payable	MMANC		\$95.00	
	Invoice		Date	Description			Amount		
	9757		03/18/2024	Membership lasts through March 17, 2025			\$95.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$95.00		
				Cash)					
734262	03/22/2024	Open			Accounts Payable	PG&E		\$19.25	
	Invoice		Date	Description			Amount		
	0322-031424		03/14/2024	5849279032-2 2/7/24-3/7/24			\$19.25		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$19.25		
				Cash)					
734263	03/22/2024	Open			Accounts Payable	PG&E		\$488.98	
	Invoice		Date	Description			Amount		
	7100-031524		03/15/2024	7166121710-0 2/7/24-3/7/24			\$488.98		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets	Operating		\$488.98		
				Cash)					
734264	03/22/2024	Open			Accounts Payable	PG&E		\$53,307.45	
	Invoice		Date	Description			Amount		
	0092-030124-0		03/01/2024	116367401 -Miller W/S N of Greenwood			\$20.46		
	0092-030124-1		03/01/2024	116367359 -Homestead and Heron, traffic control svc			\$80.66		
	0092-030124-2		03/01/2024	116367150 -Homestead and Wolfe Road, Sunnyvale			\$132.91		
	0092-030124-3		03/01/2024	116367155 -Homestead and Blaney, Cupertino Traffic			\$81.73		
				Signal, Sunny					
	0092-030124-4		03/01/2024	116367275 -Homestead and Tantau, Cupertino Traffic			\$126.60		
				Signal, Sunny					
	0092-030124-5		03/01/2024	116367013 -112017763 -11370 S Stelling Rd,			\$9.98		
				Irrigation Control					
	0092-030124-6		03/01/2024	116644889 19500 Pruneridge ave pole TP16660			\$9.98		
	0092-030124-7		03/01/2024	118007511 -21834 Corte Madera Ln			\$5.97		
	0092-030124-8		03/01/2024	1110161867 - Wolfe Rd @ Apple Campus Driveway			\$87.83		

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
0092-030124-9			03/01/2024		116367793 -101 Skyport Dr, DG A, San Jose,		\$825.80		
0092-030124-10			03/01/2024		PGandE-Owned St/Highw				
0092-030124-11			03/01/2024		110958527 115145264 -Randy Lane & Larry Way-		\$68.42		
0092-030124-12			03/01/2024		Streetlights				
0092-030124-13			03/01/2024		111736580 SF Cupertino 075		\$5.92		
0092-030124-14			03/01/2024		116367357 -N De Anza 188 FT N/Valley Green Dr,		\$19.47		
0092-030124-15			03/01/2024		Irrig Controller				
0092-030124-16			03/01/2024		116367907 -S/W Corner Stelling and Green leaf,		\$108.97		
0092-030124-17			03/01/2024		Traffic Signal				
0092-030124-18			03/01/2024		116367113 -Miller E/S 100N off Calle De Barcelona		\$99.63		
0092-030124-19			03/01/2024		116367836 -De Anza Blvd E/S S/O Lazaneo, Sprinkler		\$9.86		
0092-030124-20			03/01/2024		Control				
0092-030124-21			03/01/2024		116367677 -De Anza and Lazaneo, Sprinkler System		\$9.86		
0092-030124-22			03/01/2024		116367025 -De Anza and Lazaneo, Traffic Signal		\$97.51		
0092-030124-23			03/01/2024		110659172 -N De Anza 455FT S/O Mariani Dr, Irrig		\$14.78		
0092-030124-24			03/01/2024		Control				
0092-030124-25			03/01/2024		116367035 -De Anza Blvd and Mariani, Traffic		\$134.81		
0092-030124-26			03/01/2024		Signal/Safety Lts				
0092-030124-27			03/01/2024		116367045 -De Anza Blvd and Hwy 280 S/Ramp,		\$125.86		
0092-030124-28			03/01/2024		Traffic Signal				
0092-030124-29			03/01/2024		116367050 -NW Corner Stevens Crk, Traffic Signals		\$105.20		
0092-030124-30			03/01/2024		116367055 -Saich Wy and Stevens Crk NE Corner,		\$91.83		
0092-030124-31			03/01/2024		Traffic Signal				
0092-030124-32			03/01/2024		116367060 -E37R0 Stevens Creek and De Anza Blvd,		\$143.39		
0092-030124-33			03/01/2024		Traffic Signal				
0092-030124-34			03/01/2024		116367065 -Stevens Creek Blvd E/Saich Wy, Sprinkler		\$10.67		
0092-030124-35			03/01/2024		Control				
0092-030124-36			03/01/2024		116367070 -Stevens Creek and Blaney Ave., Traffic		\$119.96		
0092-030124-37			03/01/2024		Signal				
0092-030124-38			03/01/2024		116367075 -Vallco Pkwy and Perimeter Rd., Traffic		\$85.68		
0092-030124-39			03/01/2024		Signals				
0092-030124-40			03/01/2024		116367090 -Wolfe and Vallco Pkwy, Traffic Signals		\$113.01		
0092-030124-41			03/01/2024		116367100 -E37H3 Wolfe and 280 SB Loc B, Traffic		\$134.08		
0092-030124-42			03/01/2024		Signal				
0092-030124-43			03/01/2024		116367105 -Stevens Crk and Wolfe Rd, Traffic Signals		\$177.67		
0092-030124-44			03/01/2024		116367110 -SW Cor Stevens Crk and Portal, Traffic		\$110.31		
0092-030124-45			03/01/2024		Signal				
0092-030124-46			03/01/2024		116367115 -Stevens Crk and Perimeter Rd, Traffic		\$111.86		
0092-030124-47			03/01/2024		Control Signal				
0092-030124-48			03/01/2024		116367120 -Vallco Prky/Tantau Ave, Traffic Signal		\$117.49		
0092-030124-49			03/01/2024		116367125 -Stevens Crk and Tantau, Traffic Signals		\$120.31		
0092-030124-50			03/01/2024		116367130 -NW Corner Steven Crk and Torre, Traffic		\$114.37		
0092-030124-51			03/01/2024		Signal				
0092-030124-52			03/01/2024		116367782 -N/S Stevens Creek Blvd in front of 20301,		\$9.86		
0092-030124-53			03/01/2024		Irrigation				
0092-030124-54			03/01/2024		116367001 -E37H4 Wolfe and Rte 280 NB Loc A		\$74.00		
0092-030124-55			03/01/2024		116367165 -S/E Wolfe-Pruneridge, Sprinkler Control		\$134.49		
0092-030124-56			03/01/2024		and Traffic S				
0092-030124-57			03/01/2024		116367170 -Tantau Ave and Tandem D/W, Traffic		\$118.92		
0092-030124-58			03/01/2024		Signal				
0092-030124-59			03/01/2024		116367175 -S/E Corner Pruneridge and Tantau,		\$102.10		
0092-030124-60			03/01/2024		Traffic Controller				

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
0092-030124-40			03/01/2024	116367180	-Finch and Stevens Creek, Traffic Signals		\$131.95		
0092-030124-41			03/01/2024	116367185	-Wolfe Rd 500 Ft S/O Homestead, City/Sign Lighting		\$39.09		
0092-030124-42			03/01/2024	116367195	-Corner Miller and Phil Ln, Traffic Signal		\$92.12		
0092-030124-43			03/01/2024	116367200	-Homestead and De Anza Blvd, Traffic Signal/Dept Pub W		\$148.42		
0092-030124-44			03/01/2024	116367205	-Homestead Rd and Franco Ct, Traffic Signals		\$94.14		
0092-030124-45			03/01/2024	116367215	-N/Ramp De Anza Blvd, Traffic Signal		\$117.25		
0092-030124-46			03/01/2024	116367220	-Homestead Rd and Bluejay Rd, Traffic Signals		\$98.22		
0092-030124-47			03/01/2024	118426656	-WS Portal Btw Amhurst-Wheaton , Portal Prk Ltg, Prk L		\$352.54		
0092-030124-48			03/01/2024	114321565	116367416 -22601 Voss Ave		\$972.06		
0092-030124-49			03/01/2024	116367925	-22601 Voss Ave, Outdoor Lighting-MV Park		\$18.57		
0092-030124-50			03/01/2024	116367245	-Stevens Creek Blvd and Janice Ave, Sprinkler Control		\$18.80		
0092-030124-51			03/01/2024	116367269	-Cor/Lucille and Randy Ln, Sprinkler System (011095852		\$12.16		
0092-030124-52			03/01/2024	116367255	-Lucille and Villa De Anza, Sprinkler Control		\$391.47		
0092-030124-53			03/01/2024	116367815	-19784 Wintergreen Dr		\$1,029.30		
0092-030124-54			03/01/2024	116367280	-Stevens Creek Blvd and Fwy 85 East Ramp, Traffic Sign		\$114.05		
0092-030124-55			03/01/2024	116367290	-Stevens Creek and Mary Ave, Traffic Signals		\$112.29		
0092-030124-56			03/01/2024	116367408	-Stevens Creek Bl and Mary Avenue, Memorial Park Pump		\$80.98		
0092-030124-57			03/01/2024	116367625	-Stevens Creek Blvd Orange S/W Cor, Irrigation Control		\$9.86		
0092-030124-58			03/01/2024	116367902	-10246 Parkside Ln, Wilson Pk Sprinklers,Snack Shack,I		\$290.78		
0092-030124-59			03/01/2024	116367628	-N/W corner Alpine Dr and Foothill Blvd, Irrigation Co		\$9.86		
0092-030124-60			03/01/2024	116367476	-Salem Ave and Foothill Blvd, Irrigation Control		\$9.86		
0092-030124-61			03/01/2024	116367527	-Foothill Blvd 200' N/O Stevens Creek W/S, Irrigation		\$9.86		
0092-030124-62			03/01/2024	116367740	-Carmen Rd and Stevens Creek S/E corner, Irrigation Co		\$10.77		
0092-030124-63			03/01/2024	116367343	112570652 -Foothill Blvd 150' N/O Alpine E/S, Irrigati		\$10.10		
0092-030124-64			03/01/2024	116367370	-Stevens Creek Blvd and Fwy 85 West Ramp, Traffic Sign		\$14.78		
0092-030124-65			03/01/2024	116367380	-NE Corner Peninsula and Stevens Creek, Traffic Signal		\$115.08		
0092-030124-66			03/01/2024	116367385	-End/Stokes W/Wilson Crt, Sprinkler Control		\$12.29		
0092-030124-67			03/01/2024	116367395	-N/E corner Foothill and Starling Dr, Traffic Signals		\$100.03		

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0092-030124-68			03/01/2024		116367067 -Stonydale Dr and Varian Park, walkway lighting and Ir		\$153.45		
0092-030124-69			03/01/2024		116367071 -Linda Vista Dr / Hillside Park, Hillside Park		\$25.29		
0092-030124-70			03/01/2024		116367648 -Linda Vista Park/Linda Vista Dr, Irrigation Control		\$239.71		
0092-030124-71			03/01/2024		116367455 -E37R9 Rodriguez and De Anza Blvd, Traffic Signal		\$121.97		
0092-030124-72			03/01/2024		116367656 -Scofield and De Anza, 100HP		\$13.05		
0092-030124-73			03/01/2024		116367465 -De Anza Blvd and Scofield Dr, Sprinkler Controller		\$11.89		
0092-030124-74			03/01/2024		116367475 -Foothill and Stevens Creek, Traffic Signal		\$103.08		
0092-030124-75			03/01/2024		116367447 -Stelling Rd Median 500' S/O Peppertree Ln, Landscape		\$13.22		
0092-030124-76			03/01/2024		116367236 -Stelling Rd Median 450' S/O Stevens Crk, Landscape Ir		\$12.76		
0092-030124-77			03/01/2024		116367505 -Stevens Crk and Stelling, Signal		\$63.67		
0092-030124-78			03/01/2024		116367510 -Bubb Rd and Results Wy, Traffic Signal		\$87.83		
0092-030124-79			03/01/2024		116367515 -Bubb Rd and McClellan Intersection, Traffic Signal		\$148.93		
0092-030124-80			03/01/2024		116367520 -Stelling Rd and Peppertree, Traffic Signal		\$88.95		
0092-030124-81			03/01/2024		116367525 -Stelling and McClellan, Signals		\$127.75		
0092-030124-82			03/01/2024		116367530 -Orange Ave and Stevens Creek N/E corner, Traffic Cont		\$72.87		
0092-030124-83			03/01/2024		116367493 -Dumas Dr/Jollyman Park, Jollyman Park Restroom		\$385.94		
0092-030124-84			03/01/2024		116367545 -Saratoga-Sunnyvale Rd, Traffic Signal		\$104.16		
0092-030124-85			03/01/2024		116367550 -W/S Saratoga-Sunnyvale Rd @ RT85, Traffic Signal		\$91.62		
0092-030124-86			03/01/2024		116367560 -S/E corner De Anza and Pacifica, Traffic Signal		\$116.07		
0092-030124-87			03/01/2024		116367570 -De Anza Blvd, Sprinkler Controller *		\$11.89		
0092-030124-88			03/01/2024		116367585 -Rainbow and Stelling, Traffic Signal		\$93.06		
0092-030124-89			03/01/2024		116367559 -21011 Prospect Rd, Irrigation Control		\$9.86		
0092-030124-90			03/01/2024		116367685 -Ruppell Pl and Moltzen Dr, Sprinkler Control		\$73.87		
0092-030124-91			03/01/2024		115211833 -10300 Anisworth Dr, Ball Park Stevens Creek SV		\$9.86		
0092-030124-92			03/01/2024		116367630 -22100 Stevens Creek Blvd, Golf Pro Shop		\$356.99		
0092-030124-93			03/01/2024		110081495 -10710 Stokes Ave, Somerset Park		\$56.80		
0092-030124-94			03/01/2024		116367044 -10555 Mary Ave NEM		\$1,274.66		
0092-030124-95			03/01/2024		116367568 -10555 Mary Ave, Corp Yard		\$419.23		
0092-030124-96			03/01/2024		116367474 -10500 Ann Arbor Ave, Field-Garden Gate		\$18.15		
0092-030124-97			03/01/2024		114315284 116367325 -21975 San Fernando Ave, Picnic Area		\$1,102.99		
0092-030124-98			03/01/2024		116367171 -10155 Barbara Ln, Irrigation and Scoreboard		\$20.23		
0092-030124-99			03/01/2024		116367587 -10430 S De Anza Blvd, Holiday Lighting		\$72.22		
0092-030124-100			03/01/2024		116367449 -10350 Torre Ave, Community Hall		\$4,036.72		
0092-030124-101			03/01/2024		111190735 119980351-10300 Torre Ave, City Hall		\$8,287.01		
0092-030124-102			03/01/2024		116367437 -10455 Miller Ave, Creekside Park		\$1,027.59		

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	0092-030124-103		03/01/2024		116367988 -21710 McClellan Rd, Playground Reception Area		\$9.86		
	0092-030124-104		03/01/2024		116367484 -20220 Suisun Dr, Parks and Rec Free Standing Panel		\$14.68		
	0092-030124-105		03/01/2024		116367763 -10630 S De Anza Blvd, Holiday Lighting		\$80.91		
	0092-030124-106		03/01/2024		116367332 -821 Bubb Rd #B/Building Concession		\$89.28		
	0092-030124-107		03/01/2024		116367274 -1170 Yorkshire Dr.		\$9.86		
	0092-030124-108		03/01/2024		116367013 - 1486 S Stelling Rd		\$9.86		
	0092-030124-109		03/01/2024		116367941 -7548 Donegal Dr, Irrigation Control /Hoover Park		\$12.21		
	0092-030124-110		03/01/2024		116367840 -10185 N Stelling RD		\$9,624.98		
	0092-030124-111		03/01/2024		116971849 -21111 Stevens Creek Blvd, Sports Center		\$9,218.63		
	0092-030124-112		03/01/2024		116367477 -21121 Stevens Creek Blvd, Memorial Park		\$2,278.34		
	0092-030124-113		03/01/2024		(Old116367536) 113736756 -Senior Center 21251 Stevens Creek BLV		\$4,287.30		
	0092-030124-114		03/01/2024		116367590 -Saratoga Sunnyvale Rd and Hwy 85, Traffic Signal		\$90.72		
	0092-030124-115		03/01/2024		116367605 -E37C1 Prospect and Rte 85, Traffic Signal		\$110.75		
	0092-030124-117		03/01/2024		116367615 -Fallenleaf Ln and S De Anza Blvd, Traffic Signal		\$108.70		
	0092-030124-118		03/01/2024		116367620 -S De Anza Blvd and Sharon Dr , Irrigation Controller		\$19.14		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$43,731.83		
	560 - Blackberry Farm				560 100-100 (Cash & Investments Assets Operating Cash)		\$356.99		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$9,218.63		
734265	03/22/2024	Open			Accounts Payable	San Jose Water Company	\$26,947.75		
	Invoice		Date		Description		Amount		
	SJW022824-0		02/28/2024		0068410000-1 - 22221 McClellan 8302		\$2,437.15		
	SJW022824-1		02/28/2024		0134100000-6 - 8303 Memorial Park		\$581.47		
	SJW022824-2		02/28/2024		0345710000-0 - Alderbrook Ln.FS		\$152.19		
	SJW022824-3		02/28/2024		0677310000-0 - 10300 Torre Ave LS (Comm.Hall)		\$324.76		
	SJW022824-4		02/28/2024		1250520000-1 - 6620 Blackberry/Snack		\$966.09		
	SJW022824-5		02/28/2024		1444810000-9 - Hyannisport Dr. LS		\$1,032.46		
	SJW022824-6		02/28/2024		1735700000-3 - 8303 Memorial Park Restroom		\$372.00		
	SJW022824-7		02/28/2024		1787904559-3 - 22221 McClellan 8302		\$230.38		
	SJW022824-8		02/28/2024		1832500000-0 - Ruppell PL LS		\$285.39		
	SJW022824-9		02/28/2024		1836700000-9 - 8322 Mary Mini Park		\$312.73		
	SJW022824-10		02/28/2024		1987700000-0 - Alderbrook Ln LS		\$548.17		
	SJW022824-11		02/28/2024		2228610000-7 - 21111 Stevens Crk LS		\$319.79		
	SJW022824-12		02/28/2024		2243500000-9 - 10300 Ainsworth Dr.LS		\$372.00		
	SJW022824-13		02/28/2024		2286120000-8 - 21251 Stevens Creek Blvd		\$96.18		
	SJW022824-14		02/28/2024		2288800000-1 - Stokes Ave/8306 Somerset Park		\$312.73		
	SJW022824-15		02/28/2024		2649300000-9 - 10300 Torre Ave. FS (Comm.Hall)		\$152.31		
	SJW022824-16		02/28/2024		2787197813-9 - 8322 Stevens Creek Bl		\$98.67		
	SJW022824-17		02/28/2024		2892070144-9 - 22221 McClellan 8320		\$192.37		
	SJW022824-18		02/28/2024		2958510000-0 - 10555 Mary Ave.		\$67.89		

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	SJW022824-19		02/28/2024		2984810000-3 - 8504 Alves and Stelling		\$425.88		
	SJW022824-20		02/28/2024		3207400000-4 - 21710 McClellan 8312		\$319.79		
	SJW022824-21		02/28/2024		3322910000-4 - 8306 Somerset Park(Stokes Ave)		\$205.71		
	SJW022824-22		02/28/2024		3530520000-4 - 21111 Stev.Crk Blvd 8510		\$402.01		
	SJW022824-23		02/28/2024		3612707315-7 - Stockmeir Ct		\$312.73		
	SJW022824-24		02/28/2024		3673220000-5 - Stev.Crk/Cupertino Rd.		\$101.86		
	SJW022824-25		02/28/2024		3746710000-6 - 21111 Stev.Crk BL FS		\$151.14		
	SJW022824-26		02/28/2024		3841010000-2 - 8507 Monta Vista Park		\$355.15		
	SJW022824-27		02/28/2024		3856110000-9 - 8322 Stella Estates		\$98.77		
	SJW022824-28		02/28/2024		3857710000-1 - 8322 Foothill/Cupertino Rd		\$196.05		
	SJW022824-29		02/28/2024		3900520000-9 - 10300 Torre Ave		\$619.39		
	SJW022824-30		02/28/2024		3953083125-2 - Tuscany Pl		\$637.96		
	SJW022824-31		02/28/2024		4103020000-4 - 6620 Blackberry/Snack		\$570.04		
	SJW022824-32		02/28/2024		4227520000-6 - 8303 Memorial Park		\$312.73		
	SJW022824-33		02/28/2024		4444250747-9 - Tuscany Pl		\$560.63		
	SJW022824-34		02/28/2024		5122900000-8 - Portable Meter - Trees & ROW		\$566.79		
	SJW022824-35		02/28/2024		5237400000-9 - Dumas Dr, LS		\$555.29		
	SJW022824-36		02/28/2024		5356310000-6 - 8322 Stev.Crk/Median		\$312.73		
	SJW022824-37		02/28/2024		5778910000-5 - 8504 Quinlan Ln.FS		\$96.18		
	SJW022824-38		02/28/2024		5835000000-4 - 8322 Stelling/Alves		\$202.17		
	SJW022824-39		02/28/2024		5929210000-1 - 8322 Ann Arbor Ct		\$196.05		
	SJW022824-40		02/28/2024		5948100000-4 - Emerg Irrig/Golf/ 6640 BBF (Irrigation)		\$974.06		
	SJW022824-41		02/28/2024		5986710000-6 - 10300 Torre Ave. FS (Comm.Hall)		\$548.17		
	SJW022824-42		02/28/2024		5997110000-9 - 7555 Barnhart Pl		\$533.94		
	SJW022824-43		02/28/2024		6292600000-1 - 10800 Torre Ave LS		\$533.94		
	SJW022824-44		02/28/2024		6296810000-8 - 8322 Stev.Crk Bl median		\$98.77		
	SJW022824-45		02/28/2024		6405210000-1 - 8506 McClellan Ranch		\$88.17		
	SJW022824-46		02/28/2024		6578520000-0 - 83 Foothill Bl/Alpine Dr22 LS		\$196.05		
	SJW022824-47		02/28/2024		6788620000-4 - 10555 Mary Ave. 8503		\$449.80		
	SJW022824-48		02/28/2024		6907100000-9 - Alderbrook Ln		\$228.74		
	SJW022824-49		02/28/2024		6935200000-9 - 8303 Memorial Park		\$312.73		
	SJW022824-50		02/28/2024		6973320000-5 - 8301 Linda Vista PK1		\$348.08		
	SJW022824-51		02/28/2024		7036000000-7 - 85 Stev.Crk/Mary LS		\$196.05		
	SJW022824-52		02/28/2024		7054200000-8 - 8322 Phar Lap LS		\$61.72		
	SJW022824-53		02/28/2024		7495200000-3 - 10300 Torre Ave FS		\$152.19		
	SJW022824-54		02/28/2024		7630410000-1 - Salem Av.LS		\$196.05		
	SJW022824-55		02/28/2024		7930000000-1 - 8322 Stelling/Christensen Dr.		\$330.41		
	SJW022824-56		02/28/2024		8006810000-9 - 10450 Mann Dr		\$61.72		
	SJW022824-57		02/28/2024		8065700000-8 - Peninsula and Fitzgerald Is		\$59.85		
	SJW022824-58		02/28/2024		8270010000-9 - Janice Ave.LS		\$312.73		
	SJW022824-59		02/28/2024		8287220000-9 - 8322 Stevens Cr/San Antonio Ls		\$98.77		
	SJW022824-60		02/28/2024		8427420000-9 - 8322 Foothill/Vista Knoll		\$196.05		
	SJW022824-61		02/28/2024		8647520000-1 - 10555 Mary Ave/Corp Yard FS		\$247.33		
	SJW022824-62		02/28/2024		8755010000-9 - 10455 Miller Ave/Creekside		\$626.00		
	SJW022824-63		02/28/2024		8879620000-9 - 8504 Christensen Dr		\$376.37		
	SJW022824-64		02/28/2024		8886800000-6 - 8301 Linda Vista PK2		\$322.51		
	SJW022824-65		02/28/2024		9377600000-7 - 8307 Varian Park		\$1,161.41		
	SJW022824-66		02/28/2024		9824500000-9 - 8322 Irrig SC/Stelling		\$316.27		
	SJW022824-67		02/28/2024		1198300000-8 - 21979 San Fernando Ave. 6620 (Trail Restroom)		\$312.73		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	SJW022824-68		02/28/2024	1332100000-5 - Hyde Avenue			\$285.39		
	SJW022824-69		02/28/2024	2974010000-2 - 21251 Stevens Creek Blvd			\$407.37		
	SJW022824-70		02/28/2024	6730700000-9 - 21975 San Fernando Av			\$98.77		
	SJW022824-71		02/28/2024	8549600000-2 - Bubb Rd.LS			\$761.83		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$25,100.75		
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)			\$974.06		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$872.94		
734266	03/22/2024	Open			Accounts Payable	SENIOR ADULTS LEGAL ASSISTANCE	\$3,960.98		
	Invoice		Date	Description			Amount		
	SALACDBGQ2FY2324		01/15/2024	General Fund HSG - Q2			\$3,960.98		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$3,960.98		
734267	03/22/2024	Open			Accounts Payable	Sue and Kathy Line Dance	\$58.80		
	Invoice		Date	Description			Amount		
	03202024		03/20/2024	January-February 2024 Drop-Ins			\$58.80		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$58.80		
734268	03/22/2024	Open			Accounts Payable	SYSCO - SAN FRANCISCO	\$875.77		
	Invoice		Date	Description			Amount		
	650429248		03/19/2024	BDB and Members' Coffee Supplies			\$875.77		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$875.77		
734269	03/22/2024	Open			Accounts Payable	Tracer Golf Accessories	\$125.18		
	Invoice		Date	Description			Amount		
	INV-010706		03/08/2024	Logo Wood Tees - 2 3/4" - 1k / White / 1 Color Print			\$125.18		
	Paying Fund			Cash Account			Amount		
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)			\$125.18		
734270	03/22/2024	Open			Accounts Payable	TransUnion Risk and Alternative	\$165.00		
	Invoice		Date	Description			Amount		
	6110432-202402-1		03/01/2024	Tlo 02/01/2024 - 02/29/2024			\$165.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$165.00		
734271	03/22/2024	Open			Accounts Payable	Tubelite	\$2,256.00		
	Invoice		Date	Description			Amount		
	30825561-00		09/06/2023	1 yr post warranty care pack sign shop prntr 4/13/24 - 4/12/25			\$2,256.00		
	Paying Fund			Cash Account			Amount		

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			610 - Innovation & Technology		610 100-100 (Cash & Investments Assets Cash)	Operating	\$2,256.00		
734272	03/22/2024	Open			Accounts Payable	V & A Consulting Engineers	\$50,509.00		
	Invoice		Date	Description		Amount			
	23420		02/29/2024	FY 23-24 Cupertino Storm Drain Outfall Cond. Assessment		\$50,509.00			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Cash)	Operating	\$50,509.00			
734273	03/22/2024	Open			Accounts Payable	VERIZON WIRELESS	\$6,013.20		
	Invoice		Date	Description		Amount			
	9958310678-0		03/04/2024	408-202-5384 / Travis Warner		\$38.01			
	9958310678-1		03/04/2024	408-204-5990 / Diego Rodriguez		\$47.01			
	9958310678-2		03/04/2024	408-205-3349 / Rafael (Senior Center)		\$47.01			
	9958310678-3		03/04/2024	408-205-4849 / Brandon Martinez		\$38.01			
	9958310678-4		03/04/2024	408-205-5866 / Ricardo Acevedo		\$38.01			
	9958310678-5		03/04/2024	408-205-6589 / Street Lights		\$38.01			
	9958310678-6		03/04/2024	408-206-0538 / Quinton Adams		\$47.01			
	9958310678-7		03/04/2024	408-206-7512 / Fleet/Mechanic Shop		\$38.01			
	9958310678-8		03/04/2024	408-234-0189 / It Dept Mi-Fi		\$1.31			
	9958310678-9		03/04/2024	408-234-0978 / Infrastructure Department		\$1.31			
	9958310678-10		03/04/2024	408-234-1270 / Adrian Sanchez		\$38.01			
	9958310678-11		03/04/2024	408-234-4724 / Building Attendants Quinlan		\$47.01			
	9958310678-12		03/04/2024	408-309-0340 / Piu Ghosh		\$47.01			
	9958310678-13		03/04/2024	408-309-2536 / Ursula Syrova		\$47.01			
	9958310678-14		03/04/2024	408-309-2693 / Paul Tognetti		\$38.01			
	9958310678-15		03/04/2024	408-309-7042 / Kristina Alfaro		\$47.01			
	9958310678-16		03/04/2024	408-309-7640 / Bob Sabich		\$47.01			
	9958310678-17		03/04/2024	408-309-8401 / Paul Sapudar		\$38.01			
	9958310678-18		03/04/2024	408-309-9252 / Antonio Torrez		\$47.01			
	9958310678-19		03/04/2024	408-313-0045 / Roberto Montez		\$38.01			
	9958310678-20		03/04/2024	408-313-1148 / Toan Quach		\$47.01			
	9958310678-21		03/04/2024	408-313-3558 / Jared Lopez		\$38.01			
	9958310678-22		03/04/2024	408-313-4364 / Street Tree Maintenance #4		\$38.01			
	9958310678-23		03/04/2024	408-313-5321 / Aaron Saiz		\$38.01			
	9958310678-24		03/04/2024	408-313-6943 / Victor Espinoza		\$38.01			
	9958310678-25		03/04/2024	408-314-4452 / Shawn Tognetti		\$47.01			
	9958310678-26		03/04/2024	408-314-6637 / Phuong Devries		\$47.01			
	9958310678-27		03/04/2024	408-314-9200 / Victoria Morin		\$38.01			
	9958310678-28		03/04/2024	408-315-3044 / Jonathan Ferrante		\$47.01			
	9958310678-29		03/04/2024	408-315-6764 / Rachelle Sander Mifi		\$38.01			
	9958310678-30		03/04/2024	408-315-8165 / Brian Gathers		\$38.01			
	9958310678-31		03/04/2024	408-316-2067 / Paul O Sullivan		\$14.06			
	9958310678-32		03/04/2024	408-318-0344 / Michael Woo		\$47.01			
	9958310678-33		03/04/2024	408-318-2012 / Aldo Corral		\$38.01			
	9958310678-34		03/04/2024	408-318-3663 / Pamela Wu		\$47.01			
	9958310678-35		03/04/2024	408-318-8726 / Diego Rodriguez		\$38.01			
	9958310678-36		03/04/2024	408-334-4885 / Michael Kimball		\$38.01			
	9958310678-37		03/04/2024	408-334-9082 / Sean Hatch		\$47.01			

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9958310678-38	03/04/2024			408-340-8564	BBF Golf Course		\$38.01		
9958310678-39	03/04/2024			408-340-8648	/ Chad Mosley		\$38.01		
9958310678-40	03/04/2024			408-345-1639	/ Sonya Lee		\$47.01		
9958310678-41	03/04/2024			408-440-7136	/ Andy Badal		\$38.01		
9958310678-42	03/04/2024			408-460-1821	/ Ty Bloomquist		\$67.68		
9958310678-43	03/04/2024			408-466-4450	/ Frank Villa		\$38.01		
9958310678-44	03/04/2024			408-472-1568	/ David Stillman		\$47.01		
9958310678-45	03/04/2024			408-472-6541	/ IT		\$22.29		
9958310678-46	03/04/2024			408-472-7011	/ Ty Bloomquist		\$38.01		
9958310678-47	03/04/2024			408-472-7857	/ Paul O'sullivan		\$11.81		
9958310678-48	03/04/2024			408-472-9907	/ Manuel Barragan		\$52.80		
9958310678-49	03/04/2024			408-478-1999	/ James Lee		\$47.01		
9958310678-50	03/04/2024			408-482-7747	/ Matt Morley		\$47.01		
9958310678-51	03/04/2024			408-483-5672	/ M. Jonathan Ferrante		\$38.01		
9958310678-52	03/04/2024			408-483-7859	/ Shawn Tognetti		\$38.01		
9958310678-53	03/04/2024			408-483-9976	/ On-Call Service Center		\$41.01		
9958310678-54	03/04/2024			408-489-4395	/ Beth Viajar		\$47.01		
9958310678-55	03/04/2024			408-489-9309	/ Jonathan Ferrante		\$38.01		
9958310678-56	03/04/2024			408-489-9310	/ Kevin Riedan		\$38.01		
9958310678-57	03/04/2024			408-493-3534	/ Michael Garcia		\$38.01		
9958310678-58	03/04/2024			408-493-3543	/ Frank Villa		\$47.01		
9958310678-59	03/04/2024			408-495-9234	/ Thomas Chin		\$47.01		
9958310678-60	03/04/2024			408-495-9873	/ Thomas Leung		\$52.64		
9958310678-61	03/04/2024			408-497-3691	/ Sean Filbeck		\$38.01		
9958310678-62	03/04/2024			408-497-4686	/ Nicole Rodriguez		\$38.01		
9958310678-63	03/04/2024			408-497-8714	/ Daniel Barone		\$38.01		
9958310678-64	03/04/2024			408-510-0622	/ Susan Michael		\$47.01		
9958310678-65	03/04/2024			408-515-2301	/ Vanessa Guerra		\$47.01		
9958310678-66	03/04/2024			408-515-9208	/ Debra Nascimento		\$47.01		
9958310678-67	03/04/2024			408-515-9374	/ Jimmy Tan		\$47.01		
9958310678-68	03/04/2024			408-529-3149	/ Luke Connolly		\$47.01		
9958310678-69	03/04/2024			408-540-8405	/ Rodney Weathers		\$47.01		
9958310678-70	03/04/2024			408-568-3911	/ Junnie Hemann		\$38.01		
9958310678-71	03/04/2024			408-599-8584	/ Janet Liang		\$47.01		
9958310678-72	03/04/2024			408-605-2546	/ Jerry Anderson		\$38.01		
9958310678-73	03/04/2024			408-605-3078	/ Quinton Mifi 1		\$38.01		
9958310678-74	03/04/2024			408-605-3905	/ Andrew Schmitt Mifi 2		\$38.01		
9958310678-75	03/04/2024			408-609-2453	/ Amanda Hui		\$47.01		
9958310678-76	03/04/2024			408-609-2803	/ Harman Hunjan		\$38.01		
9958310678-77	03/04/2024			408-609-2948	/ Brian Policriti		\$38.01		
9958310678-78	03/04/2024			408-609-4188	/ Alfredo Alegria		\$38.01		
9958310678-79	03/04/2024			408-609-4367	/ Brandon Morales		\$38.01		
9958310678-80	03/04/2024			408-609-8711	/ Ralph Aquinaga		\$38.01		
9958310678-81	03/04/2024			408-609-8826	/ Domingo Santos		\$38.01		
9958310678-82	03/04/2024			408-610-0601	/ Paul Tognetti		\$47.01		
9958310678-83	03/04/2024			408-614-4001	/ Nathan Vasquez		\$47.01		
9958310678-84	03/04/2024			408-628-8745	/ Fernando Jimenez		\$38.01		
9958310678-85	03/04/2024			408-630-0674	/ Christopher Jensen		\$47.01		
9958310678-86	03/04/2024			408-630-0900	/ Adrian Melendez		\$38.01		
9958310678-87	03/04/2024			408-630-1388	/ Monica Diaz		\$47.01		

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	9958310678-88		03/04/2024		408-642-0800 / Danielle Carriendo		\$47.01		
	9958310678-89		03/04/2024		408-642-4504 / Kevin Green		\$38.01		
	9958310678-90		03/04/2024		408-655-8680 / Jeff Trybus		\$47.01		
	9958310678-91		03/04/2024		408-655-8685 / Alex Wykoff		\$47.01		
	9958310678-92		03/04/2024		408-687-5821 / Jonathan Williams		\$38.01		
	9958310678-93		03/04/2024		408-687-9445 / Frankie De Leon		\$38.01		
	9958310678-94		03/04/2024		408-687-9854 / John Ramos		\$38.01		
	9958310678-95		03/04/2024		408-688-1613 / Peter Arnst		\$38.01		
	9958310678-96		03/04/2024		408-688-6252 / Benjamin Fu		\$47.01		
	9958310678-97		03/04/2024		408-691-7769 / Lori Baumgartner		\$47.01		
	9958310678-98		03/04/2024		408-693-0364 / Josh Illnicki		\$38.01		
	9958310678-99		03/04/2024		408-693-7116 / Brandon Morales		\$42.01		
	9958310678-100		03/04/2024		408-693-8086 / Kyle Garcia		\$38.01		
	9958310678-101		03/04/2024		408-693-8865 / Justice Patterson		\$38.01		
	9958310678-102		03/04/2024		408-693-9654 / Saul Herrera		\$38.01		
	9958310678-103		03/04/2024		408-694-8703 / Domingo Santos		\$47.01		
	9958310678-104		03/04/2024		408-707-0987 / Richard Banda		\$38.01		
	9958310678-105		03/04/2024		408-728-0905 / Michael Miranda		\$47.01		
	9958310678-106		03/04/2024		408-748-6390 / Tree Crew Ipad 3		\$38.01		
	9958310678-107		03/04/2024		408-750-0302 / Samantha Locurto		\$32.94		
	9958310678-108		03/04/2024		408-764-7081 / Stephanie Jantzen		\$47.01		
	9958310678-109		03/04/2024		408-781-0663 / Bill Bridge		\$38.01		
	9958310678-110		03/04/2024		408-781-0799 / Brad Alexander		\$38.01		
	9958310678-111		03/04/2024		408-781-1340 / John Stiehr		\$38.01		
	9958310678-112		03/04/2024		408-781-4139 / Jose Ramirez		\$38.01		
	9958310678-113		03/04/2024		408-786-8664 / Jessica Javier		\$47.01		
	9958310678-114		03/04/2024		408-790-6356 / Jonathan Orozco		\$47.01		
	9958310678-115		03/04/2024		408-790-7036 / Pete Coglianese		\$47.01		
	9958310678-116		03/04/2024		408-790-7039 / Torin Scott		\$47.01		
	9958310678-117		03/04/2024		408-790-7045 / Rei Delgado		\$47.01		
	9958310678-118		03/04/2024		408-790-7534 / Robert Griffiths		\$47.01		
	9958310678-119		03/04/2024		408-841-6612 / T. Internet Emergncynvan		\$38.01		
	9958310678-120		03/04/2024		408-857-2355 / Amanda Hui Travel Phone		\$47.01		
	9958310678-121		03/04/2024		408-891-2787 / Ricardo Alvarez		\$38.01		
	9958310678-122		03/04/2024		408-891-4594 / Larry Lopez		\$38.01		
	9958310678-123		03/04/2024		408-891-9008 / Park Ranger Corridor		\$47.01		
	9958310678-124		03/04/2024		408-891-9503 / Rachelle Sander		\$47.01		
	9958310678-125		03/04/2024		408-892-1486 / Dan Vasquez		\$47.01		
	9958310678-126		03/04/2024		408-908-0519 / Karan Malhi		\$47.01		
	9958310678-127		03/04/2024		408-964-8211 / Michael Chandler		\$47.01		
	9958310678-128		03/04/2024		415-425-6339 / Kirsten Squarcia		\$47.01		
	9958310678-129		03/04/2024		650-208-1055 / Clinton Robustelli		\$38.01		
	9958310678-130		03/04/2024		650-208-1181 / IT		\$38.01		
	9958310678-131		03/04/2024		650-208-1786 / Liang Chao		\$47.01		
	9958310678-132		03/04/2024		650-208-5861 / Kitty Moore		\$47.01		
	9958310678-133		03/04/2024		650-208-7398 / Hung Wei		\$47.01		
	9958310678-134		03/04/2024		650-279-3196 / Tommy Yu		\$47.01		
	9958310678-135		03/04/2024		650-339-0460 / Nathan Vasquez		\$38.01		
	9958310678-136		03/04/2024		650-339-0524 / Michael Chandler		\$38.01		
	9958310678-137		03/04/2024		650-339-0694 / Robert Griffiths		\$38.01		

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	9958310678-138		03/04/2024	650-339-0786 / Michael Miranda			\$38.01		
	9958310678-139		03/04/2024	650-480-0930 / Alex Greer			\$47.01		
	9958310678-140		03/04/2024	650-586-1698 / Rodney Weathers			\$38.01		
	9958310678-141		03/04/2024	669-251-1804 / Daniel Degu			\$42.01		
	9958310678-142		03/04/2024	669-252-3454 / Tina Kapoor			\$47.01		
	9958310678-143		03/04/2024	669-255-6066 / Jr Fruen			\$47.01		
	9958310678-144		03/04/2024	669-255-6437 / Sheila Mohan			\$47.01		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$4,901.57		
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)			\$90.81		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Operating Cash)			\$342.09		
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Operating Cash)			\$179.04		
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)			\$38.01		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$105.69		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)			\$279.97		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$76.02		
734274	03/22/2024	Open			Accounts Payable	Chawla, Priya		\$36.00	
	Invoice		Date	Description			Amount		
	2004994.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund			\$36.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$36.00		
734275	03/22/2024	Open			Accounts Payable	Chen, Shirley		\$60.00	
	Invoice		Date	Description			Amount		
	2005000.012		03/11/2024	Sports Center 03/11/24 Acct. credit refund			\$60.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$60.00		
734276	03/22/2024	Open			Accounts Payable	Chen, Siqi		\$90.00	
	Invoice		Date	Description			Amount		
	2005001.012		03/11/2024	Sports Center 03/11/24 Acct. credit refund			\$90.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$90.00		
734277	03/22/2024	Open			Accounts Payable	Chen, Tinjung		\$45.00	
	Invoice		Date	Description			Amount		
	2005002.012		03/11/2024	Sports Center 03/11/24 Acct. credit refund			\$45.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$45.00		

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734278	03/22/2024	Open			Accounts Payable	Cheng, Yu-Ping	\$300.00		
	Invoice		Date	Description		Amount			
	2008784.030		03/14/2024	QCC- 3.09.23- Social Room Security Deposit Refund		\$300.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$300.00			
734279	03/22/2024	Open			Accounts Payable	Das, Anil	\$75.00		
	Invoice		Date	Description		Amount			
	2004997.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$75.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$75.00			
734280	03/22/2024	Open			Accounts Payable	Dey, Arkajit	\$25.00		
	Invoice		Date	Description		Amount			
	2004998.012		03/07/2024	Sports Center 03/07/24 Acct. credit refund		\$25.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$25.00			
734281	03/22/2024	Open			Accounts Payable	Dinsmore, Ryan	\$10,000.00		
	Invoice		Date	Description		Amount			
	327601		03/18/2024	10355 N De Anza Blvd, Encroachment, 327601		\$10,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$10,000.00			
734282	03/22/2024	Open			Accounts Payable	Hilario, Alvin	\$192.00		
	Invoice		Date	Description		Amount			
	2008782.030		03/14/2024	QCC 3/14/24 Account Credit Refund		\$192.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$192.00			
734283	03/22/2024	Open			Accounts Payable	Rajgopal, Usha	\$300.00		
	Invoice		Date	Description		Amount			
	2008789.030		03/15/2024	QCC- 3.15.24- Social Room Security Deposit Refund		\$300.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$300.00			
734284	03/22/2024	Open			Accounts Payable	Zuo, Yi	\$20,220.00		
	Invoice		Date	Description		Amount			
	315428		03/18/2024	20903 Fargo Dr, Encroachment, 315428		\$20,220.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$20,220.00			
Type Check Totals:							\$221,538.01		
EFT									
39262	03/18/2024	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$46,377.16		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	CA State Tax pp 2/24/24-3/8/24		\$46,377.16			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

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)	\$46,377.16		
39263	03/18/2024	Open			Accounts Payable	IRS	\$146,106.82		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	Federal Tax pp 2/24/24-3/8/24		\$146,106.82			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$146,106.82		
39264	03/21/2024	Open			Accounts Payable	P E R S	\$400.77		
	Invoice		Date	Description		Amount			
	03012024		03/08/2024	PERS Council pp 3/1/24-3/31/24		\$400.77			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$400.77		
39265	03/21/2024	Open			Accounts Payable	P E R S	\$171,064.11		
	Invoice		Date	Description		Amount			
	03082024		03/08/2024	PERS pp 2/24/24-3/8/24		\$171,064.11			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$171,064.11		
39266	03/18/2024	Open			Accounts Payable	USPS - EFT ONLY	\$635.38		
	Invoice		Date	Description		Amount			
	601530977		03/12/2024	CUPERTINO SCENE INC		\$635.38			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$635.38		
39267	03/22/2024	Open			Accounts Payable	ABAG POWER- ASSOCIATION OF BAY AREA GOVERNMENTS	\$7,864.56		
	Invoice		Date	Description		Amount			
	AR034662		03/01/2024	FY 24 AMD Level Charge-Nat Gas		\$7,864.56			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$7,079.34		
					570 - Sports Center	570 100-100 (Cash & Investments Assets Operating Cash)	\$785.22		
39268	03/22/2024	Open			Accounts Payable	Amazon Capital Services	\$365.00		
	Invoice		Date	Description		Amount			
	17CV-HQ7Q-CYVR		03/01/2024	Amazon Purchases Feb 2024 - PR4 Events, Facilities, Youth, Teen		\$407.97			
	1H93-HWLW-4V74		02/21/2024	Apply credit memo related to invoice 16RW-4GCJ-DXYK		(\$18.50)			
	1RGR-PQJG-DLTN		03/01/2024	Apply credit memo related to invoice 17CV-HQ7Q-CYVR		(\$15.78)			
	1T9X-PLDG-66Q7		02/21/2024	Apply credit memo related to invoice 16RW-4GCJ-DXYK		(\$8.69)			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$91.45		

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
						580 - Recreation Program			
						580 100-100 (Cash & Investments Assets Operating Cash)	\$273.55		
39269	03/22/2024	Open			Accounts Payable	Amazon Web Services, Inc.	\$1,471.21		
	Invoice		Date	Description		Amount			
	1622521981		03/03/2024	Applications - AWS February 1 - February 29 , 2024		\$1,471.21			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,471.21			
39270	03/22/2024	Open			Accounts Payable	Bay Area Printer and Data Services	\$373.75		
	Invoice		Date	Description		Amount			
	373020		08/31/2023	1x Black Ink Cartridge, 2x 3-Pack Cyan Ink, 3x Magenta Ink		\$373.75			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$373.75			
39271	03/22/2024	Open			Accounts Payable	BECK'S SHOES INC.	\$400.00		
	Invoice		Date	Description		Amount			
	276223-00		03/15/2024	Safety Boots- Bill Bridge		\$400.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$400.00			
39272	03/22/2024	Open			Accounts Payable	CLEARBLU ENVIRONMENTAL	\$701.35		
	Invoice		Date	Description		Amount			
	31453		03/15/2024	Street- March 2024 Preventive Maint.		\$701.35			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$701.35			
39273	03/22/2024	Open			Accounts Payable	EMS Bruel & Kjaer Inc	\$66,000.00		
	Invoice		Date	Description		Amount			
	USR004330		03/06/2024	Lehigh and Stevens Crk Quarries Noise & Pollution monitoring fee		\$66,000.00			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$66,000.00			
39274	03/22/2024	Open			Accounts Payable	Environmental Innovations, Inc	\$16,091.12		
	Invoice		Date	Description		Amount			
	2424		02/07/2024	SUPs outreach- January 2024 services		\$14,836.73			
	2455		03/04/2024	SUPs outreach- February 2024 services		\$1,254.39			
	Paying Fund			Cash Account		Amount			
	520 - Resource Recovery			520 100-100 (Cash & Investments Assets Operating Cash)		\$16,091.12			
39275	03/22/2024	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT	\$240.52		
	Invoice		Date	Description		Amount			
	1079711		03/04/2024	Fleet- Ignition Module, Inbound Freight		\$240.52			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
			630 - Vehicle/Equip Replacement		630 100-100 (Cash & Investments Assets Cash)	Operating	\$240.52		
39276	03/22/2024	Open			Accounts Payable	GRAINGER INC	\$1,040.36		
	Invoice		Date	Description		Amount			
	9049464168		03/12/2024	Facilities- M-Power Metal		\$1,040.36			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$1,040.36			
39277	03/22/2024	Open			Accounts Payable	HARRY L. MURPHY, INC.	\$10,023.57		
	Invoice		Date	Description		Amount			
	26754		02/15/2024	Facilities- QCC Furnishing & Flooring Installation		\$7,023.57			
	26755		02/16/2024	Facilities- QCC Furnishing & Flooring Installation		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$10,023.57			
39278	03/22/2024	Open			Accounts Payable	Interstate Traffic Control Products, Inc.	\$3,989.07		
	Invoice		Date	Description		Amount			
	261879		03/13/2024	Trees/ROW- Vinyl Reflective Signs		\$768.36			
	262037		03/18/2024	Street- Vinyl Reflective Signs		\$3,220.71			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$768.36			
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Cash)	Operating	\$3,220.71			
39279	03/22/2024	Open			Accounts Payable	Jarvis Fay LLP	\$4,899.00		
	Invoice		Date	Description		Amount			
	18617		02/29/2024	Legal Services, February 2024		\$244.00			
	18619		02/29/2024	Legal Services, February 2024		\$3,121.00			
	18618		02/29/2024	Legal Services, February 2024		\$1,534.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$4,899.00			
39280	03/22/2024	Open			Accounts Payable	KIMBALL-MIDWEST	\$572.52		
	Invoice		Date	Description		Amount			
	102005468		03/12/2024	Fleet- PVC Wire, Cross-link Wire		\$486.03			
	102005037		03/12/2024	Street- 3-Way Air Swivel, Promax Safety Green		\$86.49			
	Paying Fund			Cash Account		Amount			
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Cash)	Operating	\$86.49			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Cash)	Operating	\$486.03			
39281	03/22/2024	Open			Accounts Payable	KIMBERLY LUNT	\$41.20		
	Invoice		Date	Description		Amount			
	KimL03122024		03/12/2024	Cell Phone Reimbursement through 021324-031424		\$41.20			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$41.20			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39282	03/22/2024	Open			Accounts Payable	M-Group	\$21,902.50		
	Invoice		Date	Description		Amount			
	2004200		12/19/2023	Assistant Planner Staffing Services - 2023/11		\$12,967.50			
	2004247		01/17/2024	Assistant Planner Staffing Services - 2023/12		\$9,135.00			
	CM12192023		12/19/2023	Apply CM related to Inv #2004200		(\$100.00)			
	CM01172024		01/17/2024	Apply CM related to Inv #2004247		(\$100.00)			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$21,902.50			
39283	03/22/2024	Open			Accounts Payable	Mearns Consulting LLC	\$7,320.00		
	Invoice		Date	Description		Amount			
	2412		03/19/2024	Professional Consulting Services, March 6, 11-18 2024		\$7,320.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$7,320.00			
39284	03/22/2024	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY, INC.	\$807.71		
	Invoice		Date	Description		Amount			
	155637		03/12/2024	Grounds- Musclemann, San Clean, Wireless Fast Charing Pad		\$807.71			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$807.71			
39285	03/22/2024	Open			Accounts Payable	PayPal Inc.	\$63.90		
	Invoice		Date	Description		Amount			
	PPGW143115050		02/29/2024	VSV0003096477 cupertinoweb4 01-Feb-24 to 29-Feb-24		\$19.95			
	PPGW143304730		02/29/2024	VSV0001160385 cupertinoweb2 01-Feb-24 to 29-Feb-24		\$43.95			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$63.90			
39286	03/22/2024	Open			Accounts Payable	PlaceWorks	\$88,222.86		
	Invoice		Date	Description		Amount			
	83194		02/29/2024	10046 Bianchi Way CEQA Review - 2024/02		\$938.40			
	83195		02/29/2024	GP 2040 and Zoning Code Amendments, & Subsequent EIR - Feb. 2024		\$87,284.46			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$88,222.86			
39287	03/22/2024	Open			Accounts Payable	Professional Turf Management, Inc.	\$18,693.56		
	Invoice		Date	Description		Amount			
	1285		02/28/2024	Grounds - Feb 2024 Golf Course Maint.		\$18,693.56			
	Paying Fund			Cash Account		Amount			
	560 - Blackberry Farm			560 100-100 (Cash & Investments Assets Operating Cash)		\$18,693.56			
39288	03/22/2024	Open			Accounts Payable	Quartic Solutions	\$3,445.00		
	Invoice		Date	Description		Amount			
	3871		03/12/2024	FY24 Quartic for GIS Support - February 2024		\$3,445.00			

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating		\$3,445.00		
39289	03/22/2024	Open			Accounts Payable	Red Wing Business Advantage Account	\$317.12		
	Invoice		Date	Description			Amount		
	20240310074592		03/10/2024	Safety Boots- Corral			\$317.12		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$317.12		
39290	03/22/2024	Open			Accounts Payable	Rescue Training Institute, Inc.	\$4,035.80		
	Invoice		Date	Description			Amount		
	20622		03/04/2024	AED Batteries with supplies			\$4,035.80		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$4,035.80		
39291	03/22/2024	Open			Accounts Payable	Rise Housing Solutions, Inc	\$15,469.00		
	Invoice		Date	Description			Amount		
	Cupertino - 034		02/29/2024	BMR Program Administrator 2024/02			\$15,469.00		
	Paying Fund			Cash Account			Amount		
	265 - BMR Housing			265 100-100 (Cash & Investments Assets Cash)	Operating		\$15,469.00		
39292	03/22/2024	Open			Accounts Payable	Snapology of Los Gatos	\$5,040.00		
	Invoice		Date	Description			Amount		
	SNAP_WIN24_1		03/13/2024	SNAPOLOGY_WIN24_CAMP2.19-23_PAYMENT1			\$5,040.00		
	Paying Fund			Cash Account			Amount		
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Cash)	Operating		\$5,040.00		
39293	03/22/2024	Open			Accounts Payable	Startup Space LLC	\$7,000.00		
	Invoice		Date	Description			Amount		
	1489		03/01/2024	Startup Space Platform - Milestone No. 2 Launch with Apple			\$7,000.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$7,000.00		
39294	03/22/2024	Open			Accounts Payable	Statewide Traffic Safety & Signs Inc.	\$697.26		
	Invoice		Date	Description			Amount		
	05043188		03/18/2024	Street- Black Asphalt Patch			\$697.26		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Cash)	Operating		\$697.26		
39295	03/22/2024	Open			Accounts Payable	SUNNYVALE FORD, INC.	\$403.76		
	Invoice		Date	Description			Amount		
	234424FOW		03/11/2024	Fleet- HV Tube, HV Duct			\$403.76		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Cash)	Operating		\$403.76		

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39296	03/22/2024	Open			Accounts Payable	Suyesh Shrestha	\$40.54		
	Invoice		Date	Description		Amount			
	SuyeshS03062024		03/06/2024	Cell Phone Reimbursement through 03062024		\$40.54			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$40.54			
39297	03/22/2024	Open			Accounts Payable	Thomas Chin	\$288.96		
	Invoice		Date	Description		Amount			
	ThomasC022124		02/21/2024	Mileage & Meal Reimbursement Feb 2024 CHDS		\$288.96			
	Paying Fund			APEX Workshop		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$288.96			
39298	03/22/2024	Open			Accounts Payable	West Valley Community Services	\$18,736.51		
	Invoice		Date	Description		Amount			
	WVHHCDBGQ2FY2324		01/09/2024	General Fund HSG - Q2 (Haven to Home)		\$18,736.51			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$18,736.51			
39299	03/22/2024	Open			Accounts Payable	Zayo Group, LLC	\$3,246.44		
	Invoice		Date	Description		Amount			
	2024020030583		02/01/2024	FY24 Disaster Recovery Telecom services - Feb. 2024		\$3,246.44			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$3,246.44			

Type EFT Totals:

Main Account - Main Checking Account Totals

38 Transactions

\$674,388.39

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	39	\$221,538.01	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 3/16/2024 - To Payment Date: 3/22/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	39	\$221,538.01	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	38	\$674,388.39	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	38	\$674,388.39	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	77	\$895,926.40	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	77	\$895,926.40	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	39	\$221,538.01	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	39	\$221,538.01	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	38	\$674,388.39	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	38	\$674,388.39	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	77	\$895,926.40	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	77	\$895,926.40	\$0.00

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
RATIFYING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING MARCH 29, 2024**

WHEREAS, the Director of Administrative Services or their 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 ratify the following claims and demands in the amounts and from the funds as hereinafter set forth in the attached Payment Register.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April, 2024 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Resolution No. 24-XXX

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CERTIFICATION

The Finance Manager hereby certifies to the accuracy of said records and to the availability of funds for payment.



CERTIFIED:

Jonathan Orozco, Finance Manager

Payment Register

From Payment Date: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
734285	03/29/2024	Open			Accounts Payable	AT&T	\$64.10		
	Invoice		Date	Description		Amount			
	000021242116		02/12/2024	9391023218 (238-371-7141) 1/12/24-2/11/24		\$64.10			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$64.10			
734286	03/29/2024	Open			Accounts Payable	County of Santa Clara	\$600.00		
	Invoice		Date	Description		Amount			
	DIR-2023-018		03/21/2024	Exempt Filing		\$50.00			
	DIR-2024-001		03/21/2024	Exempt Filing		\$50.00			
	EXC-2023-009		03/21/2024	Exempt Filing - EXC-2023-009, U-2023-002		\$50.00			
	R-2023-028		03/21/2024	Exempt Filing		\$50.00			
	R-2023-030		03/21/2024	Exempt Filing		\$50.00			
	R-2023-032		03/21/2024	Exempt Filing		\$50.00			
	R-2023-033		03/21/2024	Exempt Filing - R-2023-033, RM-2023-031		\$50.00			
	R-2023-034		03/21/2024	Exempt Filing		\$50.00			
	R-2023-035		03/21/2024	Exempt Filing		\$50.00			
	RM-2023-026		03/21/2024	Exempt Filing		\$50.00			
	RM-2023-029		03/21/2024	Exempt Filing		\$50.00			
	RM-2023-034		03/21/2024	Exempt Filing		\$50.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$600.00			
734287	03/29/2024	Open			Accounts Payable	County of Santa Clara -Office of the Sheriff	\$1,465,902.67		
	Invoice		Date	Description		Amount			
	1800088561		01/22/2024	Law Enforcement Services 09.12.23 supersedes Inv #1800088333		\$1,975.50			
	1800089145		03/01/2024	Advanced for the Law Enforcement Svs (Mar 2024		\$1,463,927.17			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,465,902.67			
734288	03/29/2024	Open			Accounts Payable	Data Ticket, Inc.	\$11.00		
	Invoice		Date	Description		Amount			
	162419		03/20/2024	Online access to citation processing-Feb 2024		\$11.00			
	Paying Fund			Cash Account		Amount			
	230 - Env Mgmt Cln Crk Strm Drain			230 100-100 (Cash & Investments Assets Operating Cash)		\$11.00			
734289	03/29/2024	Open			Accounts Payable	Econolite Control Products, Inc.	\$1,276.03		
	Invoice		Date	Description		Amount			
	INV221487		03/04/2024	Traffic Signal Supplies		\$796.62			
	INV221492		03/04/2024	Traffic Signal Supplies		\$479.41			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,276.03			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734290	03/29/2024	Open			Accounts Payable	FEDEX	\$197.64		
	Invoice		Date	Description		Amount			
	8-432-47824		03/08/2024	FEDEX shipping svcs - CDD & SC		\$197.64			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$197.64			
734291	03/29/2024	Open			Accounts Payable	Foster Brothers Security Systems	\$6,317.76		
	Invoice		Date	Description		Amount			
	5044		03/19/2024	BBF Weatherized Alarm Install		\$6,317.76			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$6,317.76			
734292	03/29/2024	Open			Accounts Payable	GLORIA LEE	\$3,045.00		
	Invoice		Date	Description		Amount			
	GLeeWinter2024		03/27/2024	Gloria Lee Winter 2024 Contractor Payment		\$3,045.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$3,045.00			
734293	03/29/2024	Open			Accounts Payable	H.T. Harvey & Associates	\$264.50		
	Invoice		Date	Description		Amount			
	70610		02/29/2024	Regnart Creek Trail Mitigation Monitoring through 01312024		\$264.50			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$264.50			
734294	03/29/2024	Open			Accounts Payable	HUICHEN LIN	\$624.00		
	Invoice		Date	Description		Amount			
	032624HL		03/26/2024	March fitness classes		\$546.00			
	032624HLQCCsub		03/26/2024	March fitness classes sub QCC		\$78.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$546.00			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$78.00			
734295	03/29/2024	Open			Accounts Payable	Kitchell CEM	\$7,000.00		
	Invoice		Date	Description		Amount			
	116673		12/15/2023	Citywide FCA Ph. 2 KCEM through 110123-113023		\$7,000.00			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$7,000.00			
734296	03/29/2024	Open			Accounts Payable	LESLIE'S POOL SUPPLIES INC	\$238.82		
	Invoice		Date	Description		Amount			
	00015-01-067733		03/02/2024	Facilities- 4x 1 Gallon Acid		\$238.82			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$238.82			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
734297	03/29/2024	Open			Accounts Payable	Mood Media	\$114.18		
	Invoice		Date	Description		Amount			
	58094135		03/01/2024	MOOD MEDIA Recurring Services from 01-MAR-24 to 31-MAR-24		\$114.18			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$114.18			
734298	03/29/2024	Open			Accounts Payable	Mountain View Garden Center	\$534.72		
	Invoice		Date	Description		Amount			
	115281		03/20/2024	Grounds- Cal. Gold Fines - Memorial Park		\$267.36			
	115282		03/20/2024	Grounds- Cal. Gold Fines		\$267.36			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$534.72			
734299	03/29/2024	Open			Accounts Payable	Occupational Health Centers of California, A Medi	\$37.00		
	Invoice		Date	Description		Amount			
	82538114		03/20/2024	TB Test w/ Chest X-Ray, Elevazo		\$37.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$37.00			
734300	03/29/2024	Open			Accounts Payable	Operating Engineers Local Union No. 3	\$1,528.80		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	Union Dues pp 3/9/24-3/22/24		\$1,528.80			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,528.80			
734301	03/29/2024	Open			Accounts Payable	Royal Coach Tours	\$1,197.00		
	Invoice		Date	Description		Amount			
	29843		04/17/2024	Charter 29843: 4/17/24 - Cafe Wisteria and Filoli Gardens Trip		\$1,197.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$1,197.00			
734302	03/29/2024	Open			Accounts Payable	SAN FRANCISCO GIANTS	\$160.00		
	Invoice		Date	Description		Amount			
	032224		03/22/2024	Senior Trip:4/24/24-Behind the Scenes of Oracle Park on Game Day		\$160.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$160.00			
734303	03/29/2024	Open			Accounts Payable	SANTA CLARA COUNTY SHERIFF - GARNISHMENT	\$313.80		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	Garnishment - Brandon Morales pp 3/9/24-3/22/24		\$313.80			
	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
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$150.00		
734311	03/29/2024	Open			Accounts Payable	Nitin Bisain	\$95.00		
	Invoice		Date	Description		Amount			
	2008800.030		03/20/2024	Activ. #22171 canceled due to low enrollment		\$95.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program				580 100-100 (Cash & Investments Assets Cash)	Operating	\$95.00		
734312	03/29/2024	Open			Accounts Payable	Simratjeet Baines	\$192.00		
	Invoice		Date	Description		Amount			
	2008666.030		02/08/2024	Credit on acct refund for canceled #10722, due to Covid SIP		\$192.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program				580 100-100 (Cash & Investments Assets Cash)	Operating	\$192.00		
734313	03/29/2024	Open			Accounts Payable	Zhou, Ye	\$9,180.00		
	Invoice		Date	Description		Amount			
	325364		03/26/2024	22641 San Juan Rd, Encroachment, 325364		\$9,180.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$9,180.00		
734314	03/29/2024	Open			Accounts Payable	Youth Finance Foundation, Att: Jia Wo	\$780.00		
	Invoice		Date	Description		Amount			
	2003017.030		04/07/2020	QCC- 4.07.20- COVID-19 SIP, Social Room 4.18.20		\$780.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$780.00		
Type Check Totals:									
EFT									
39300	03/29/2024	Open			Accounts Payable	Colonial Life & Accident Insurance	\$29.16		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	Colonial Products pp 3/9/24-3/22/24		\$29.16			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$29.16		
39301	03/29/2024	Open			Accounts Payable	Employment Development	\$10,279.20		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	State Disability Insurance pp 3/9/24-3/22/24		\$10,279.20			
	Paying Fund			Cash Account		Amount			
	100 - General Fund				100 100-100 (Cash & Investments Assets Cash)	Operating	\$10,279.20		
39303	03/29/2024	Open			Accounts Payable	National Deferred Compensation	\$23,226.43		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	Nationwide Deferred Compensation pp 3/9/24-3/22/24		\$23,226.43			
	Paying Fund			Cash Account		Amount			

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					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$23,226.43		
39304	03/29/2024	Open			Accounts Payable	PERS-457K	\$15,237.52		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	PERS 457K pp 3/9/24-3/22/24		\$15,237.52			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$15,237.52		
39305	03/29/2024	Open			Accounts Payable	State Disbursement Unit	\$413.99		
	Invoice		Date	Description		Amount			
	03222024		03/22/2024	Child Support pp 3/9/24-3/22/24		\$413.99			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$413.99		
39306	03/29/2024	Open			Accounts Payable	4LEAF, Inc.	\$4,296.00		
	Invoice		Date	Description		Amount			
	J3872-05D		03/25/2024	Regnart Road Improvements through 020124-022924		\$2,975.00			
	J3872-05C		01/31/2024	Regnart Road Improvements through 01012024-01312024		\$1,321.00			
	Paying Fund			Cash Account		Amount			
					420 - Capital Improvement Fund	420 100-100 (Cash & Investments Assets Operating Cash)	\$4,296.00		
39307	03/29/2024	Open			Accounts Payable	ABOLI JAYDEEP RANADE	\$195.00		
	Invoice		Date	Description		Amount			
	032624AJR		03/26/2024	March fitness classes		\$195.00			
	Paying Fund			Cash Account		Amount			
					570 - Sports Center	570 100-100 (Cash & Investments Assets Operating Cash)	\$195.00		
39308	03/29/2024	Open			Accounts Payable	All City Management Services, Inc.	\$18,376.99		
	Invoice		Date	Description		Amount			
	92166		03/20/2024	School Crossing Guard Services through 03032024-03162024		\$18,376.99			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$18,376.99		
39309	03/29/2024	Open			Accounts Payable	Alliant Insurance Services, Inc.	\$1,581.00		
	Invoice		Date	Description		Amount			
	2604741		03/19/2024	Event Insurance		\$395.00			
	2605906		03/20/2024	Earth Day 2024 Insurance		\$1,186.00			
	Paying Fund			Cash Account		Amount			
					100 - General Fund	100 100-100 (Cash & Investments Assets Operating Cash)	\$1,581.00		
39310	03/29/2024	Open			Accounts Payable	Amit Goel	\$312.00		
	Invoice		Date	Description		Amount			
	032624AG		03/26/2024	March fitness classes		\$312.00			
	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
	570 - Sports Center				570 100-100 (Cash & Investments Assets Cash)	Operating	\$312.00		
39311	03/29/2024	Open			Accounts Payable	Aquatic Central	\$3,000.00		
	Invoice		Date	Description		Amount			
	100018		03/15/2024	Facilities - Library Aquarium Maint. March 2024		\$3,000.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$3,000.00			
39312	03/29/2024	Open			Accounts Payable	AZCO Supply, Inc.	\$3,541.11		
	Invoice		Date	Description		Amount			
	445306		03/06/2024	Traffic Signal Supplies		\$2,172.68			
	445307		03/05/2024	Traffic Signal Supplies		\$1,368.43			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$3,541.11			
39313	03/29/2024	Open			Accounts Payable	B&H PHOTO-VIDEO	\$48.68		
	Invoice		Date	Description		Amount			
	220512884		01/17/2024	Apply Credit for item SEST16000NM1		(\$322.28)			
	221809146		02/28/2024	OSRAM 650w (FRK)		\$123.20			
	222469474		03/19/2024	HP Wall Mount for Poly Studio X52		\$91.88			
	222323809		03/15/2024	Camplex 2-CH LC SM Fiber Optic TAC Snake Cable		\$155.88			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$370.96			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating	(\$322.28)			
39314	03/29/2024	Open			Accounts Payable	Baker Tilly US, LLP	\$805.00		
	Invoice		Date	Description		Amount			
	BT2676617		02/07/2024	Executive Coaching For PWu provided through January 2024		\$345.00			
	BT2707046		03/07/2024	Executive Coaching For PWu provided through February 2024		\$460.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$805.00			
39315	03/29/2024	Open			Accounts Payable	BATTERIES PLUS BULBS #475	\$290.54		
	Invoice		Date	Description		Amount			
	P71159570		03/15/2024	Facilities - 12V Lead		\$290.54			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$290.54			
39316	03/29/2024	Open			Accounts Payable	BECK'S SHOES INC.	\$400.00		
	Invoice		Date	Description		Amount			
	276467-00		03/22/2024	Safety Boots- Harman Hunjan		\$400.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating	\$400.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39317	03/29/2024	Open			Accounts Payable	Broadcast Pix Inc.	\$4,513.32		
	Invoice		Date	Description		Amount			
	173886		03/11/2024	GX 11 2000 Support extended warranty 4/1/24 - 3/31/25		\$4,513.32			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$4,513.32			
39318	03/29/2024	Open			Accounts Payable	CHAD MOSLEY	\$110.00		
	Invoice		Date	Description		Amount			
	ChadM01202024		01/20/2024	Cell Phone Reimbursement through 122123-012024		\$55.00			
	ChadM02202024		02/20/2024	Cell Phone Reimbursement through 012124-022024		\$55.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$110.00			
39319	03/29/2024	Open			Accounts Payable	ChargePoint, Inc.	\$259.06		
	Invoice		Date	Description		Amount			
	IN253774		03/13/2024	Fleet- Replacement latches and Toolkit		\$259.06			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$259.06			
39320	03/29/2024	Open			Accounts Payable	COLLEEN FERRIS	\$55.00		
	Invoice		Date	Description		Amount			
	ColleenF021624		02/16/2024	cell phone service Jan 17 - Feb 16		\$55.00			
	Paying Fund			Cash Account		Amount			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$55.00			
39321	03/29/2024	Open			Accounts Payable	Continental Battery Systems	\$880.79		
	Invoice		Date	Description		Amount			
	35322403131428		03/20/2024	Fleet- Automotive Core Charges		\$880.79			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$880.79			
39322	03/29/2024	Open			Accounts Payable	Creating Brand Legacy Worldwide LLC	\$3,819.38		
	Invoice		Date	Description		Amount			
	29089		03/21/2024	Big Bunny 5K - Race Medals		\$3,819.38			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$3,819.38			
39323	03/29/2024	Open			Accounts Payable	David L. Gates Associates, Inc.	\$3,219.75		
	Invoice		Date	Description		Amount			
	57685		02/29/2024	Memorial Park Specific Plan through 02292024		\$3,219.75			
	Paying Fund			Cash Account		Amount			
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)		\$3,219.75			
39324	03/29/2024	Open			Accounts Payable	East Bay Tire Co.	\$2,258.08		
	Invoice		Date	Description		Amount			
	2023128		03/19/2024	Fleet- Goodyear Tires		\$460.96			

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	2019430		03/06/2024	Fleet - Tires			\$1,797.12		
	Paying Fund			Cash Account			Amount		
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)			\$2,258.08		
39325	03/29/2024	Open			Accounts Payable	Eflex Group, Inc		\$4,604.36	
	Invoice		Date	Description			Amount		
	03222024		03/22/2024	FSA pp 3/9/24-3/22/24			\$4,604.36		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$4,604.36		
39326	03/29/2024	Open			Accounts Payable	Fehr & Peers		\$540.00	
	Invoice		Date	Description			Amount		
	173104		03/05/2024	Main Street Transportation Review 2023/12 thru 2024/02			\$540.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$540.00		
39327	03/29/2024	Open			Accounts Payable	FolgerGraphics		\$615.56	
	Invoice		Date	Description			Amount		
	139091		03/14/2024	BB5K - Resident Notice Postcard			\$615.56		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$615.56		
39328	03/29/2024	Open			Accounts Payable	GARDENLAND POWER EQUIPMENT		\$2,764.21	
	Invoice		Date	Description			Amount		
	1082319		03/15/2024	Trees/ROW- Gal Bar, Chain Oil, 36" Bar, Foot Roll, Link, Battery			\$2,764.21		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$2,764.21		
39329	03/29/2024	Open			Accounts Payable	GRACE DUVAL		\$220.00	
	Invoice		Date	Description			Amount		
	032624GD		03/26/2024	March PT			\$220.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$220.00		
39330	03/29/2024	Open			Accounts Payable	GRAINGER INC		\$186.18	
	Invoice		Date	Description			Amount		
	9056516736		03/18/2024	Facilities -Straight, Chrome Moen Power Metal			\$1,226.54		
	9055916960		03/18/2024	Facilities - Credit for Invoice 9049464168			(\$1,040.36)		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$186.18		
39331	03/29/2024	Open			Accounts Payable	Gym Precision, Inc.		\$225.00	
	Invoice		Date	Description			Amount		
	19572		03/06/2024	Preventative Maintenance was performed on all gym equipment for			\$225.00		

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	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$225.00		
39332	03/29/2024	Open			Accounts Payable	IFPTE LOCAL 21	\$1,932.46		
	Invoice		Date		Description		Amount		
	03222024		03/22/2024		Association Dues - CEA pp 3/9/24-3/22/24		\$1,932.46		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$1,932.46		
39333	03/29/2024	Open			Accounts Payable	IMPEC GROUP INC.,	\$691.11		
	Invoice		Date		Description		Amount		
	2402308		02/29/2024		Facilities - Purell Hand Sanitizer		\$691.11		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$691.11		
39334	03/29/2024	Open			Accounts Payable	Jahara Pagadipaala	\$640.00		
	Invoice		Date		Description		Amount		
	32624JP Feb		03/26/2024		February fitness classes		\$240.00		
	032624JP		03/26/2024		March fitness classes		\$400.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$640.00		
39335	03/29/2024	Open			Accounts Payable	JAMES COLVIN	\$2,548.00		
	Invoice		Date		Description		Amount		
	032624JC		03/26/2024		March PT		\$2,548.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$2,548.00		
39336	03/29/2024	Open			Accounts Payable	JENNIFER HILL	\$410.00		
	Invoice		Date		Description		Amount		
	032624JH		03/26/2024		March fitness classes		\$410.00		
	Paying Fund				Cash Account		Amount		
	570 - Sports Center				570 100-100 (Cash & Investments Assets Operating Cash)		\$410.00		
39337	03/29/2024	Open			Accounts Payable	JINDY GARFIAS	\$110.00		
	Invoice		Date		Description		Amount		
	JindyG02112024		02/11/2024		Cell Phone Reimbursement through 02112024		\$55.00		
	JindyG03112024		03/11/2024		Cell Phone Reimbursement through 03112024		\$55.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$110.00		
39338	03/29/2024	Open			Accounts Payable	JULIA KINST	\$55.00		
	Invoice		Date		Description		Amount		
	JuliaK03192024		03/19/2024		Cell Phone Reimbursement through 02202024-03192024		\$55.00		
	Paying Fund				Cash Account		Amount		
	100 - General Fund				100 100-100 (Cash & Investments Assets Operating Cash)		\$55.00		

Payment Register

From Payment Date: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39339	03/29/2024	Open			Accounts Payable	KEVIN RIEDEN	\$55.00		
	Invoice		Date	Description			Amount		
	KevinR02282024		02/28/2024	Cell Phone Reimbursement through 01292024-02282024			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39340	03/29/2024	Open			Accounts Payable	KIMBALL-MIDWEST	\$1,471.15		
	Invoice		Date	Description			Amount		
	102006409		03/12/2024	Street- Connector, Tape, Fuses, Shrink Tubes, & Wire Stripper			\$1,471.15		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$1,471.15		
39341	03/29/2024	Open			Accounts Payable	Marlon Aumentado	\$55.00		
	Invoice		Date	Description			Amount		
	MarlonA03152024		03/15/2024	Cell Phone Reimbursement through 02162024-03152024			\$55.00		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$55.00		
39342	03/29/2024	Open			Accounts Payable	Melisa Stoner	\$315.00		
	Invoice		Date	Description			Amount		
	032624 MS		03/26/2024	March fitness classes			\$315.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)			\$315.00		
39343	03/29/2024	Open			Accounts Payable	Mesiti-Miller Engineering, Inc.	\$2,138.90		
	Invoice		Date	Description			Amount		
	0224016		02/29/2024	Regnart Road Improvements through 02252024			\$2,138.90		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Operating Cash)			\$2,138.90		
39344	03/29/2024	Open			Accounts Payable	Michael Baker International	\$7,664.00		
	Invoice		Date	Description			Amount		
	1206956		03/15/2024	CDBG and CDBG-CV consultant 02/2024			\$7,664.00		
	Paying Fund			Cash Account			Amount		
	260 - CDBG			260 100-100 (Cash & Investments Assets Operating Cash)			\$7,664.00		
39345	03/29/2024	Open			Accounts Payable	MissionSquare	\$15,827.60		
	Invoice		Date	Description			Amount		
	03222024		03/22/2024	ICMA pp 3/9/24-3/22/24			\$15,827.60		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)			\$15,827.60		
39346	03/29/2024	Open			Accounts Payable	MONICA G. RANES-GOLDBERG	\$588.00		
	Invoice		Date	Description			Amount		
	032624MGRG		03/26/2024	March fitness classes			\$588.00		

Payment Register

From Payment Date: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Cash)	Operating		\$588.00		
39347	03/29/2024	Open			Accounts Payable	Moore Iacofano Goltsman, Inc.	\$15,060.65		
	Invoice		Date	Description			Amount		
	0084945		02/20/2024	Jollyman Park All-Inclusive through 010124-013124			\$10,484.00		
	0085339		03/15/2024	Jollyman Park All-Inclusive through 02012024- 20292024			\$4,576.65		
	Paying Fund			Cash Account			Amount		
	420 - Capital Improvement Fund			420 100-100 (Cash & Investments Assets Cash)	Operating		\$15,060.65		
39348	03/29/2024	Open			Accounts Payable	ODP Business Solutions, LLC.	\$102.29		
	Invoice		Date	Description			Amount		
	354227879001		02/29/2024	Service Center- Paper			\$102.29		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$102.29		
39349	03/29/2024	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY, INC.	\$234.88		
	Invoice		Date	Description			Amount		
	155767		03/19/2024	Street- Facelift for Concrete			\$234.88		
	Paying Fund			Cash Account			Amount		
	270 - Transportation Fund			270 100-100 (Cash & Investments Assets Cash)	Operating		\$234.88		
39350	03/29/2024	Open			Accounts Payable	PARS/City of Cupertino	\$3,685.54		
	Invoice		Date	Description			Amount		
	03222024		03/22/2024	PARS pp 3/9/24-3/22/24			\$3,685.54		
	Paying Fund			Cash Account			Amount		
	100 - General Fund			100 100-100 (Cash & Investments Assets Cash)	Operating		\$3,685.54		
39351	03/29/2024	Open			Accounts Payable	Raychel Renee Balcioni Cruz	\$4,920.00		
	Invoice		Date	Description			Amount		
	032624RRBC		03/26/2024	March fitness classes and PT			\$4,920.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Cash)	Operating		\$4,920.00		
39352	03/29/2024	Open			Accounts Payable	Software One, Inc	\$2,127.31		
	Invoice		Date	Description			Amount		
	US-PSI-1441950		03/21/2024	5x M365 Copilot Managed Sub Add-on & 1x VSPProSubw/GHent			\$2,127.31		
	Paying Fund			Cash Account			Amount		
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Cash)	Operating		\$2,127.31		
39353	03/29/2024	Open			Accounts Payable	SONIA DOGRA	\$390.00		
	Invoice		Date	Description			Amount		
	032624SD		03/26/2024	March fitness classes			\$390.00		
	Paying Fund			Cash Account			Amount		
	570 - Sports Center			570 100-100 (Cash & Investments Assets Cash)	Operating		\$390.00		

Payment Register

From Payment Date: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39354	03/29/2024	Open			Accounts Payable	SSB EDUCATION LLC	\$10,512.00		
	Invoice		Date	Description		Amount			
	ENGKID_SUM23CLOS		06/30/2023	ENGINEERING_SUM22-23_CLOSING_JUNE19-30		\$6,288.00			
	ENG4KIDS_SUM23-1		08/02/2023	ENGINEERING_SUMMER23-24_PAYMENT1_JULY		\$4,224.00			
	Paying Fund			Cash Account		Amount			
	580 - Recreation Program			580 100-100 (Cash & Investments Assets Operating Cash)		\$10,512.00			
39355	03/29/2024	Open			Accounts Payable	Staples	\$63.81		
	Invoice		Date	Description		Amount			
	3521245863		10/25/2022	HZLNUT LIQ CUPS .375OZ 180CT		\$63.81			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$63.81			
39356	03/29/2024	Open			Accounts Payable	Statcomm Inc.	\$2,579.26		
	Invoice		Date	Description		Amount			
	12590931		03/13/2024	Monte Vista Rec Center Quarterly Sprinkler Inspection		\$429.81			
	12590935		03/13/2024	City Hall Quarterly Sprinkler Inspection		\$429.89			
	12590926		03/13/2024	Community Hall Quarterly Sprinkler Inspection		\$429.89			
	12590913		03/13/2024	Environment Ed Center Quarterly Sprinkler Inspection		\$429.89			
	12590947		03/13/2024	Service Center Quarterly Sprinkler Inspection		\$429.89			
	12590912		03/13/2024	Sports Center Quarterly Sprinkler Inspection		\$429.89			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,149.37			
	570 - Sports Center			570 100-100 (Cash & Investments Assets Operating Cash)		\$429.89			
39357	03/29/2024	Open			Accounts Payable	SUNNYVALE FORD, INC.	\$410.03		
	Invoice		Date	Description		Amount			
	234637FOW		03/13/2024	Fleet- HV Gasket		\$18.16			
	235066FOW		03/20/2024	Fleet- HV Sensor, HC Kit		\$166.87			
	FOCS870971		03/12/2024	Fleet - Warning Light		\$225.00			
	Paying Fund			Cash Account		Amount			
	630 - Vehicle/Equip Replacement			630 100-100 (Cash & Investments Assets Operating Cash)		\$410.03			
39358	03/29/2024	Open			Accounts Payable	SVE, LLC	\$2,250.00		
	Invoice		Date	Description		Amount			
	5857		03/27/2024	Big Bunny 5K - Timing Services		\$2,250.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,250.00			
39359	03/29/2024	Open			Accounts Payable	Thermal Mechanical, Inc.	\$616.00		
	Invoice		Date	Description		Amount			
	89939		03/13/2024	Facilities- Trouble Shoot Chiller Issues		\$616.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$616.00			

Payment Register

From Payment Date: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
39360	03/29/2024	Open			Accounts Payable	WCT	\$5,600.00		
	Invoice		Date	Description		Amount			
	0012152-IN		03/11/2024	PAC Storage 5/30/24 - 5/29/25 for PS 3000, 60-Bay 4U RAID, 5x9 T		\$5,600.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$5,600.00			
39361	03/29/2024	Open			Accounts Payable	West Coast Arborists, Inc.	\$2,768.00		
	Invoice		Date	Description		Amount			
	1-9867		03/26/2024	TR-2024-009 Arborist Peer Review - 10747 Par Three Dr		\$2,768.00			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$2,768.00			
39362	03/29/2024	Open			Accounts Payable	West Valley Community Services	\$17,290.25		
	Invoice		Date	Description		Amount			
	2740		02/29/2024	HTH Job Training Pilot Program - 2024/02		\$17,290.25			
	Paying Fund			Cash Account		Amount			
	100 - General Fund			100 100-100 (Cash & Investments Assets Operating Cash)		\$17,290.25			
39363	03/29/2024	Open			Accounts Payable	Zayo Group, LLC	\$3,246.44		
	Invoice		Date	Description		Amount			
	2024030030583		03/01/2024	FY24 Disaster Recovery Telecom services - March 2024		\$3,246.44			
	Paying Fund			Cash Account		Amount			
	610 - Innovation & Technology			610 100-100 (Cash & Investments Assets Operating Cash)		\$3,246.44			

Type EFT Totals:

Main Account - Main Checking Account Totals

63 Transactions

\$212,660.99

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	30	\$1,522,689.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	30	\$1,522,689.51	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	63	\$212,660.99	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	63	\$212,660.99	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$1,735,350.50	\$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: 3/23/2024 - To Payment Date: 3/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	93	\$1,735,350.50	\$0.00	
		Checks	Status	Count	Transaction Amount		Reconciled Amount		
			Open	30	\$1,522,689.51		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		
			Total	30	\$1,522,689.51		\$0.00		
		EFTs	Status	Count	Transaction Amount		Reconciled Amount		
			Open	63	\$212,660.99		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Total	63	\$212,660.99		\$0.00		
		All	Status	Count	Transaction Amount		Reconciled Amount		
			Open	93	\$1,735,350.50		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		
			Total	93	\$1,735,350.50		\$0.00		



CITY OF CUPERTINO

Agenda Item

24-13016

Agenda Date: 4/16/2024
Agenda #: 5.

Subject: Adoption of Ordinance No. 24-2257, Regulating the Sale of Tobacco Products

Conduct the second reading and enact Ordinance No. 24-2257, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AMENDING CHAPTER 5.50 OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO REGULATE THE SALE OF TOBACCO PRODUCTS"



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: April 16, 2024

Subject

Adoption of Ordinance No. 24-2257, Regulating the Sale of Tobacco Products

Recommended Action

Conduct the second reading and enact Ordinance No. 24-2257, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AMENDING CHAPTER 5.50 OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) TO REGULATE THE SALE OF TOBACCO PRODUCTS"

Reasons for Recommendation

On April 3, 2024, the City introduced Ordinance No. 24-2257, which amends Municipal Code Chapter 5.50 regulating the sale of tobacco products. These updates were requested by Santa Clara County's Department of Environmental Health in order to ensure continued County enforcement of the City Retail Tobacco Ordinance.

The proposed Municipal Code changes are reflected in the draft ordinance in Attachment A. If adopted, the Ordinance will become effective 30 days following the second reading.

Sustainability Impact

No sustainability impact.

Fiscal Impact

No fiscal impact.

California Environmental Quality Act

Not applicable.

Prepared by: Astrid Robles, Senior Management Analyst

Reviewed by: Matt Morley, Assistant City Manager

Christopher D. Jensen, City Attorney

Approved for Submission by: Pamela Wu, City Manager

Attachments:

A – Draft Ordinance No. 24-2257 (Amending Municipal Code Chapter 5.50)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
AMENDING CHAPTER 5.50 OF TITLE 5 (BUSINESS LICENSES AND
REGULATIONS) TO REGULATE THE SALE OF TOBACCO PRODUCTS**

The City Council of the City of Cupertino finds that:

1. Electronic cigarettes, also known as e-cigarettes, e-vaporizers, or electronic nicotine delivery systems, are battery-operated devices that people use to inhale an aerosol that typically contains nicotine. In addition to nicotine, the aerosol from e-cigarettes may include up to 31 other components, including formaldehyde, acetaldehyde, glycidol, acrolein, acetol, and diacetyl. Several of these compounds are likely carcinogens, and acrolein is a powerful irritant. (*See 2016 Surgeon General's Report: E-Cigarette Use Among Youth and Young Adults*, Centers for Disease Control and Prevention (2016), https://www.cdc.gov/tobacco/data_statistics/sgr/e-cigarettes/index.htm). These products can resemble traditional tobacco cigarettes (cig-a-likes), cigars, or pipes, or even everyday items like pens or USB memory sticks. (*See Vaping Devices (Electronic Cigarettes)*, National Institute for Drug Abuse (2020), <https://www.drugabuse.gov/publications/drugfacts/vaping-devices-electronic-cigarettes>). The pervasive use of these and other related electronic cigarette products has given rise to a massive and multifaceted public health crisis. In addition, the Surgeon General has declared the use of e-cigarettes among youth an "epidemic." Nearly 1 in 3 Santa Clara County teens—31.6 percent—report that they have used an e-cigarette at least once. (*See Zhu S-H, et al., Tobacco use among high school students in Santa Clara County: Findings from the 2017-18 California Student Tobacco Survey*, Center for Research and Intervention in Tobacco Control (2019)).
2. The City Council of the City of Cupertino held a duly noticed public hearing on February 4th, 2020, and after considering all testimony and written materials provided in connection with that hearing introduced this ordinance and waived the reading thereof.

**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.

SECTION 2. Severability and Continuity.

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.

SECTION 3. Effective Date.

This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937.

SECTION 5. Publication.

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 special meeting of the Cupertino City Council on April 3, 2024 and **ENACTED** at a regular meeting of the Cupertino City Council on April 16, 2024 by the following vote:

Members of the City Council

AYES:
NOES:
ABSENT:
ABSTAIN:

SIGNED: _____ Shelia Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date
APPROVED AS TO FORM: _____ Christopher D. Jensen, City Attorney	 _____ Date

**Attachment A – An Ordinance of the City Council of the City of Cupertino
Amending Chapter 5.50 of Title 5 (Business Licenses and Regulations) to Regulate
the Sale of Tobacco Products**

The sections of the Cupertino Municipal Code set forth below are amended or adopted as follows:

*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.*

Where the explanatory text indicates that a new section is being added to the City Code, the new section is shown in plain text.

This ordinance amends several portions of the Municipal Code. For ease of review, the amendments advancing the primary objective are presented first followed by conforming amendments. There is a separate heading in bold italics for each portion of the Code being amended. Each portion is shown beginning on a separate page.

1. Chapter 5.50 of Title 5 is amended as follows:

5.50.010 Intent.

A. This Chapter is adopted to:

1. Ensure compliance with the business standards and practices of the City;
2. Encourage responsible retailing of Tobacco Products;
3. Prevent violations of laws related to Tobacco Products, especially those that prohibit or discourage the sale or distribution of Tobacco Products and Electronic Cigarette Products to individuals under twenty-one;
4. Respond to a new wave of addiction to Electronic Cigarette Products;
5. Reduce vulnerability to unexplained illnesses associated with Electronic Cigarette Products; and
6. Protect the public health and welfare.

- B. This Chapter does not expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or alter the penalties provided by such laws.

5.50.020 Definitions.

For the purposes of this Chapter, the following definitions shall apply:

- A. “Arm's length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two or more informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a purpose is avoiding the effect of the violations of this Chapter is not an arm's length transaction.
- B. “Department” means the County of Santa Clara’s Department of Environmental Health and any agency or person designated by the Director of the Department of Environmental Health to enforce or administer the provisions of this Chapter.
- C. “Distribute or Distribution” means the transfer, by any person other than a common carrier, of a Tobacco Product to another person for sale or personal consumption.
- D. “Electronic Cigarette Products” means any of the following products:
 - 1. Any device or delivery system that can be used to deliver nicotine in aerosolized or vaporized form, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
 - 2. Any component, part, or accessory of such a device or delivery system that is used during its operation.
 - 3. Any flavored or unflavored liquid or substance containing nicotine, whether sold separately or sold in combination with any device or delivery system that could be used to deliver nicotine in aerosolized or vaporized form.
 - 4. Any product for use in an electronic nicotine device or delivery system whether or not it contains nicotine or tobacco or is derived from nicotine or tobacco.
 - 5. Electronic Cigarette Products shall not include any battery, battery charger, carrying case, or other accessory not used in the operation of the device if sold

separately. Electronic Cigarette Products shall not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such approved use. See 21 U.S.C. § 387(a). As used in this paragraph, nicotine does not include any food products as that term is defined pursuant to Section 6359 of the California Revenue and Taxation Code.

- E. "Hearing Officer" means the hearing officer appointed by the Department in accordance with County of Santa Clara Ordinance Code ("County Ordinance Code") section A38-2.
- F. "Impound" means the legal control exercised by the Department over the use, sale, disposal, or removal of any Tobacco Products.
- G. "Ownership" means possession of a ten percent or greater interest in the stock, assets, or income of a business, other than a security interest for the repayment of debt. Notwithstanding any other definition in this code, an owner means a person who possesses ownership.
- H. "Permit" means a valid permit issued by the Department to a person to act as a retailer.
- I. "Retailer" means any person who sells, exchanges, offers to sell or exchange, or distributes Tobacco Products for any form of consideration, whether or not they possess a current Permit. "Retailing" shall mean the doing of any of these actions. This definition is without regard to the quantity of Tobacco Products sold, exchanged, distributed, or offered for sale or exchange.
- J. "School" means a public or private elementary, middle, junior high, or high school.
- K. "Sale and sold" includes any sale, exchange, barter, or offer for sale.
- L. "Tobacco Product" means (unless specifically noted elsewhere) any product subject to Subchapter IX (21 U.S.C. § 387 et seq. ("Subchapter IX")) of the Federal Food, Drug, and Cosmetic Act (See 21 U.S.C. § 387a(b) (products subject to Subchapter IX); 21 C.F.R. §§ 1100.1- 1100.3 (tobacco products subject to Subchapter IX)) and Electronic Cigarette Products. Products subject to Subchapter IX include, but are not limited to, cigarettes, cigarette tobacco, roll-your-own tobacco, smokeless tobacco, cigars, pipe tobacco, and waterpipe tobacco. Products that are not subject to Subchapter IX include accessories

of tobacco products, such as, but not limited to, ashtrays, spittoons, and conventional matches and lighters that solely provide an external heat source to initiate but not maintain combustion of a tobacco product.

5.50.030. Requirements and prohibitions.

- A. Permit required. It shall be unlawful for any Person to act as a Retailer without first obtaining and maintaining a Permit pursuant to this Chapter for each location at which Retailing occurs.
- B. Lawful business operation. It shall be a violation of this Chapter for any retailer to violate any local, state, or federal law applicable to tobacco products or the retailing of such Tobacco Products.
- C. Display of Permit. Each Permit shall be prominently displayed in a publicly visible place at the location identified in the Permit.
- D. Notice of minimum age for purchase of Tobacco Products. Retailers shall post conspicuously, at each point of purchase, a notice stating that selling Tobacco Products to anyone under twenty-one years of age is illegal and subject to penalties. Such notice shall be subject to the approval of the Department.
- E. Positive identification required. No retailer shall sell or distribute a Tobacco Product to another individual without first examining the individual's identification to confirm that the individual is at least the minimum age required under State law to purchase and possess the Tobacco Product.
- F. Minimum age for individuals selling Tobacco Products. No individual who is younger than the minimum age established by state law for the purchase or possession of Tobacco Products shall engage in retailing.
- G. False and misleading advertising prohibited. A retailer without a Permit:
 - 1. Shall keep all Tobacco Products out of public view.
 - 2. Shall not display any advertisement relating to Tobacco Products that promotes the Sale or Distribution of such products from the Retailer's location or that could lead a reasonable consumer to believe that Tobacco Products can be obtained at that location.

- H. Limitation on storefront advertising. No more than fifteen percent of the square footage of the windows and clear doors of a physical storefront used for Retailing Tobacco Products shall bear advertising or signs of any sort, and all advertising and signage shall be placed and maintained in a manner that ensures that law enforcement personnel have a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance to the premises. However, this latter requirement of this paragraph shall not apply to an establishment where there are no windows or clear doors, or where existing windows are located only at a height that precludes a view of the interior of the premises by an individual standing outside the premises.
- I. Flavored Tobacco Products.
1. No Retailer shall sell a Tobacco Product containing, as a constituent or additive, an artificial or natural flavor or aroma (other than tobacco) or an herb or spice, including but not limited to strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, mint, menthol, or coffee, that is a characterizing flavor or aroma of the Tobacco Product, smoke or vapor produced by the Tobacco Product.
 2. A Tobacco Product shall be subject to a rebuttable presumption that the product is prohibited by subparagraph (1) of this paragraph if:
 - a. The product's manufacturer or any other person associated with the manufacture or sale of Tobacco Products makes or disseminates public statements or claims to the effect that the product has or produces a characterizing flavor or aroma, other than tobacco; or
 - b. The product's label, labeling, or packaging includes a statement or claim—including any text and/or images used to communicate information—that the product has or produces a characterizing flavor or aroma, other than tobacco.
- J. Vending machines prohibited. No Tobacco Product shall be Sold or Distributed to the public from a vending machine or appliance, or any other coin or token operated mechanical device designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

- K. Prohibition on Sale or Distribution of Tobacco Products to individuals under twenty-one. No Retailer shall Sell or Distribute any Tobacco Product to any individual who is under twenty-one years of age.
- L. Prohibition on Sale or Distribution of Electronic Cigarette Products. No person, whether or not issued a Permit, shall Sell or Distribute Electronic Cigarette Products.

5.50.040. Eligibility requirements for a Permit.

- A. No Permit may be issued to authorize Retailing at or from other than a fixed location. For example, Retailing by persons on foot or from vehicles is prohibited.
- B. No Permit may be issued to authorize Retailing at a temporary or recurring temporary event. For example, Retailing at flea markets and farmers' markets is prohibited.
- C. No Permit may be issued to authorize Retailing at any location where the profession of pharmacy is practiced by a pharmacist licensed by the State in accordance with the Business and Professions Code and where prescription drugs are offered for sale.
- D. No Permit may be issued to authorize Retailing at any location within one thousand feet of a School, as measured by a straight line between any point along the property line of any parcel on which a School is located and any point along the perimeter of the Permit applicant's proposed business location; provided, however, that the prohibition contained in this paragraph shall not apply to the following:
 - 1. Any Retailer of tobacco products (as such term was defined in Ordinance No. 20-2197) operating lawfully on the date immediately before this Chapter becoming effective provided that the Retailer obtained a Permit before July 1, 2020 pursuant to sections 5.50.050 and 5.50.060, and timely renews its permit pursuant to 5.50.070(B);
 - 2. Any Retailer of electronic smoking devices (as such term was defined in Ordinance No. 20-2197) operating lawfully on the date immediately before this Chapter becoming effective provided that the Retailer obtained a Permit before July 1, 2020 pursuant to sections 5.50.050 and 5.50.060, and timely renews its permit pursuant to 5.50.070(B); however, any such Retailer is subject to the prohibition on the Sale and Distribution of Electronic Cigarette Products established in Section 5.50.030; and

3. Any lawfully operating Retailer of Tobacco Products that would otherwise become ineligible to receive or renew a Permit due to the creation or relocation of a school.
- E. No Permit may be issued to authorize Retailing at a location which is within five hundred feet of a location occupied by another Retailer, as measured by a straight line between any point along the perimeter of an existing Retailer's business location and any point along the perimeter of the Permit applicant's proposed business location; provided, however, that the prohibition contained in this paragraph shall not apply to:
1. Any Retailer of tobacco products (as such term was defined in Ordinance No. 20-2197) operating lawfully on the date immediately before this Chapter becoming effective provided that the Retailer obtained a Permit before July 1, 2020 pursuant to sections 5.50.050 and 5.50.060, and timely renews its Permit pursuant to 5.50.070(B); and
 2. Any Retailer of electronic smoking devices (as such term was defined in Ordinance No. 20-2197) operating lawfully on the date immediately before this Chapter becoming effective provided that the Retailer obtained a Permit before July 1, 2020 pursuant to sections 5.50.050 and 5.50.060, and timely renewed its Permit pursuant to 5.50.070(B); however, any such Retailer is subject to the prohibition on the Sale and Distribution of Electronic Cigarette Products established in Section 5.50.030.
- F. Any exemption granted to a Retailer pursuant to this Chapter shall cease to apply upon the earlier of the following to occur:
1. The Retailer fails to timely renew the Permit pursuant to this Chapter.
 2. A new Person obtains ownership in the business.

5.50.050 Application procedure.

- A. It is the responsibility of each Retailer to be informed of all laws applicable to Retailing, including those laws affecting the issuance of a Permit. No Retailer may rely on the issuance of a Permit as a determination by the City or the County of Santa Clara that the Retailer has complied with all laws applicable to Retailing. A Permit issued contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Retailer shall be revoked pursuant to this Chapter.

- B. All Permit applications shall be submitted on a form supplied by the Department.
- C. A permitted retailer shall inform the Department in writing of any change in the information submitted on an application for a Permit within fourteen calendar days of a change.
- D. All information included in an application pursuant to this Chapter shall be subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

5.50.060 Permit issuance, denial, and revocation.

- A. Upon the receipt of a complete application for a Permit, the application fee, and the annual Permit fee, the Department shall issue a Permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:
 - 1. The information presented in the application is inaccurate or false.
 - 2. The application seeks authorization for Retailing at a location for which this Chapter prohibits issuance of a Permit.
 - 3. The application seeks authorization for Retailing by a Person to whom this Chapter prohibits issuance of a Permit.
 - 4. The application seeks authorization for a Retailer whose Permit has previously been revoked or who has otherwise violated any provision of this Chapter within the last 60 months.
 - 5. The application seeks authorization for Retailing that is prohibited pursuant to this Chapter (e.g., mobile vending, Electronic Cigarette Products) or that is unlawful pursuant to any other law.
 - 6. The application seeks authorization for Retailing by a Retailer who has failed to pay any fees, penalties, or reinspection fees required by this Chapter.
- B. A Permit shall be revoked if the Department finds that one or more of the bases for denial of a Permit under this Chapter existed at the time application was made or at any time before the Permit was issued. Such a revocation shall be without prejudice to the filing of a new Permit application.
- C. A Permit shall be permanently revoked if the Retailer has committed violations as specified in Section 5.50.130.

5.50.070 Permit term, conditions, renewal, and expiration.

- A. Term of Permit. The term of a Permit is one year. A Permit is invalid upon expiration.
- B. Conditions of Permit. As conditions of Permit issuance and retention, Retailer shall:
 - 1. Allow compliance inspections as described in this Chapter and expressly consent to inspection of all areas and records of Retailer's business required to effectuate the purpose of this Chapter, including unlocking and allowing access to any area of Retailer's business requested by any individual authorized to monitor and facilitate compliance with this Chapter.
 - 2. Comply with any order of the Department to impound any product not authorized to be sold by this Chapter and cooperate with any Departmental seizure of any product, subject to appeal of those actions.
 - 3. Failure to comply with these permit conditions may result in Permit suspension or revocation as described in Section 5.50.130.
- C. Renewal of Permit. The Department shall renew a Permit upon timely payment of the annual Permit fee provided that the Retailer complies with this Chapter, as amended. The Department may, in its discretion, agree to renew any expired Permit within the three-month period following expiration if the Retailer pays the annual Permit fee and applicable late charges. For every calendar month, or fraction thereof, that a Retailer fails to renew an expired Permit, a late charge equal to twenty percent of the annual Permit fee shall be assessed. A Permit renewed within three calendar months of expiration shall be treated as if timely renewed.
- D. Issuance of Permit after revocation or expiration of Permit. To apply for a new Permit more than three calendar months after expiration of a Permit or following revocation of a Permit that was wrongly issued, a Retailer must submit a complete application for a Permit, along with the application fee and annual Permit fee. The Department shall issue a retailer permit pursuant to the requirements of this Chapter.

5.50.080 Permits nontransferable.

- A. A Permit may not be transferred from one Person to another or from one location to another. Whenever a new Person obtains ownership in a business for which a

Permit has been issued, a new Permit shall be required, but any exemption granted pursuant to Section 5.50.040 shall cease to apply.

- B. Notwithstanding any other provision of this Chapter, prior violations of this Chapter at a location shall continue to apply to a location and Permit ineligibility and suspension periods shall continue to apply to a location unless:
 - 1. One hundred percent of the interest in the stock, assets, or income of the business, other than a security interest for the repayment of debt, has been transferred to one or more new owners; and
 - 2. The Department is provided with clear and convincing evidence, including an affidavit, that the business has been acquired in an Arm's Length Transaction.

5.50.090 Permit conveys a limited, conditional privilege.

Nothing in this Chapter shall be construed to grant any person obtaining and maintaining a Permit any status or right other than the limited, conditional privilege to act as a Retailer at the location in the city identified on the face of the Permit. All Permits are issued subject to the City's right to amend this Chapter, and Retailers shall comply with all provisions of this Chapter, as amended.

5.50.100 Fees.

The Department shall not issue or renew a Permit before full payment of any applicable fees. The County Board of Supervisors shall, from time to time, establish by resolution or ordinance the fees to issue or to renew a Permit. The fees shall be calculated so as to recover the cost of administration of this Chapter, including, for example, issuing a Permit, administering the Permit program, conducting Retailer education, routine Retailer inspection and compliance, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees and interest earned from such fees shall be used exclusively to fund administration and enforcement of this Chapter.

5.50.110 Compliance monitoring.

- A. Compliance with this Chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this Chapter. The Department may designate any number of additional individuals to monitor and facilitate compliance with this Chapter.

- B. The Department or other individuals designated to enforce the provisions of this Chapter shall monitor each Retailer at least once per twelve-month period to determine if the Retailer is complying with all laws applicable to Retailing, other than those laws regulating underage access to Tobacco Products. Nothing in this paragraph shall create a right of action in any Retailer or other person against the City, the County of Santa Clara, or its agents.
- C. Any Retailer found to be in violation of this Chapter shall pay all costs related to enforcement to ensure Retailer's compliance with this Chapter, including but not limited to, fees for reinspection to determine compliance after a violation, enforcement costs, litigation costs, and attorneys' fees in any administrative or civil matter in which the Department prevails pursuant to Division A1 of the County Ordinance Code or any other provision of law.

5.50.120 Prevention of underage sales.

- A. The Department or other departments or individuals designated to enforce the provisions of this Chapter shall monitor each Retailer at least twice per twelve-month period to determine whether the Retailer is conducting business in a manner that complies with laws regulating youth access to Tobacco Products. Nothing in this paragraph shall create a right of action in any Retailer or other Person against the City, the County of Santa Clara, or its agents.
- B. The Department or other departments or individuals designated to enforce the provisions of this Chapter shall not enforce any law establishing a minimum age for Tobacco Product purchases against an individual who otherwise might be in violation of such law because of the individual's age ("Youth Decoy") if the potential violation occurs when:
 - 1. The Youth Decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the City or its designee;
 - 2. The Youth Decoy is acting as an agent of a department or individual designated by the City or the County of Santa Clara to monitor compliance with this Chapter; or
 - 3. The Youth Decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the City, the County of Santa Clara, or the California Department of Public Health.

5.50.130 Penalties for a violation by a Retailer with a Permit.

- A. Administrative Fine. In addition to any other penalty authorized by law, a Retailer shall pay a fine if the Retailer or any of the Retailer's agents or employees, violates any of the requirements, conditions, or prohibitions of this Chapter.

The amount of the administrative fine for each violation of this Chapter shall be as follows:

1. A fine not to exceed \$1,000 for each violation identified during the first instance in which the Retailer has committed a violation or violations;
 2. A fine not to exceed \$2,500 for each violation identified during a subsequent instance if the Retailer has committed a previous violation or violations within a 60-month period; and
 3. A fine not to exceed \$5,000 for each violation identified during a subsequent instance after the Retailer twice committed a previous violation or violations within a 60-month period.
- B. Permit suspension. In addition to any other penalty authorized by law, the Department may suspend a permit if the Department demonstrates that the Retailer or any of the Retailer's agents or employees has violated any of the requirements, conditions, or prohibitions of this Chapter. The period of the suspension shall be as follows:
1. A suspension not to exceed 30 calendar days for an initial violation.
 2. A suspension not to exceed 180 calendar days if a Retailer commits a violation or violations during two instances within a 60-month period.
 3. When a Permit is suspended based on a violation of this Chapter, the Department shall post a placard at the physical location used for Retailing Tobacco Products to notify the general public of the suspension. The placard shall be:
 - (A) Posted in the front window of the storefront used for Retailing Tobacco Products within five feet of the front door; or
 - (B) Posted in a display case mounted on the outside front wall of the physical location used for Retailing Tobacco Products within five feet of the front door; or

- (C) Posted in a location approved by the Department to ensure proper notice to the general public and to patrons of the physical location used for Retailing Tobacco Products.
 - (D) Once attached to a building or structure, a placard is not to be removed, altered, or covered until done so by an authorized representative of the Department or upon written notification from the Department.
- C. Permanent Permit revocation. In addition to any other penalty authorized by law, the Department shall permanently revoke a Permit if a retailer commits a violation or violations during three instances within a 60-month period.
- D. Waiver or reduction of fines and penalties for first violation. The Department may, in its sole discretion, waive or reduce any fines and penalties for a Retailer's first violation of this Chapter if the Retailer admits the violation in writing and agrees to forego a hearing on the allegations. Regardless of the Department's waiver of penalties for a first violation, the violation will be considered in determining the fines and suspension periods or revocation for any future violation. This paragraph shall not apply to any violation involving a law regulating youth access to Tobacco Products.
- E. Corrections period. The Department shall have discretion to allow a Retailer a period of time to correct any violation of any requirement, condition, or prohibition of this Chapter, other than a violation of a law regulating youth access to Tobacco Products. If the Department exercises its discretion to provide a corrections period, and a Retailer's violation is corrected within the time allowed for correction, no penalty shall be imposed under this Chapter.
- F. Written notice of penalties. Whenever a fine is issued and/or a Permit is suspended or revoked based on a violation of this Chapter, the Department shall provide the retailer written notice of the violation and the fine and suspension or revocation, including when the suspension or revocation shall take effect.
- G. Appeals. Any penalties imposed under this section may be appealed pursuant to Section 5.50.150 of this Chapter.
- H. A timely appeal shall stay enforcement of the appealed penalties until the final administrative decision of the Department is issued.

5.50.140 Penalties for retailing without a Permit.

- A. Administrative fine. In addition to any other penalty authorized by law, a Retailer shall pay a fine if the Department demonstrates that the Retailer has engaged in Retailing at a location without a valid Permit, either directly or through the Retailer's agents or employees. The amount of the administrative fine for each violation of this Chapter shall be as follows:
1. A fine not to exceed \$2,500 for each violation identified during the first instance in which the Retailer has committed a violation or violations without a valid Permit;
 2. A fine not to exceed \$5,000 for each violation identified during a subsequent instance if the Retailer has committed a previous violation or violations within a 60-month period without a valid Permit; and
 3. A fine not to exceed \$10,000 for each violation identified during a subsequent instance after the Retailer has twice committed a previous violation or violations within a 60-month period without a valid Permit.
- B. Time period for Permit ineligibility. The ineligibility period shall be as follows:
1. For an initial violation of this Chapter without a valid Permit, no new Permit may be issued to the Retailer or the location (unless Ownership of the business at the location has been transferred in an Arm's Length Transaction) until 30 calendar days have passed from the date of the violation.
 2. If a Retailer commits a violation or violations during two instances within a 60-month period without a valid Permit, no new Permit may be issued to the Retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction) until one year has passed from the date of the second violation.
 3. If a Retailer commits a violation or violations during three instances within a 60-month period without a valid Permit, the Retailer and the location (unless Ownership of the business at the location has been transferred in an Arm's Length Transaction) shall be permanently ineligible for a Permit.
- C. Waiver or reduction of fines and penalties for first violation. The Department may, in its sole discretion, waive or reduce any fines and penalties for a Retailer's first violation of this Chapter if the Retailer admits the violation in writing and agrees to forego a hearing on the allegations. Regardless of the Department's

waiver of fines or penalties for a first violation, the violation will be considered in determining the fines and suspension periods or revocation for any future violation. This subsection shall not apply to any violation involving a law regulating youth access to Tobacco Products.

- D. Written notice of penalties. Whenever a fine is issued and/or a Permit is suspended pursuant to this section, the Department shall provide the Retailer written notice of the fine and suspension, including when the suspension shall take effect.
- E. Appeals. Any penalties imposed under this Chapter may be appealed pursuant to Section 5.50.150 of this Chapter. A timely appeal shall stay enforcement of the appealed penalties until the final administrative decision of the County is issued.

5.50.150 Appeals.

- A. Any Retailer served with a written notice of violation may request an administrative hearing to appeal the existence of the violation, the amount of the fine, the length of a suspension, a revocation of a Permit, the sustained impoundment of Tobacco Products, and/or seizure of Tobacco Products by returning a completed hearing request form to the Office of the County Hearing Officer within 10 days from the date of the written notice of penalties.
- B. The Retailer shall include the following in or with the hearing request form:
 - 1. A statement indicating the reason the Retailer contests the written notice of penalties, including a factual and/or legal basis for the appeal in sufficient detail to put the Department on notice of the nature of the appeal and the objections and arguments raised by the Retailer;
 - 2. Any evidence the Retailer wants the Hearing Officer to consider;
 - 3. Payment of the \$250 filing fee.
 - 4. An advance deposit of the amount of any fine challenged if less than \$1,000.00, and otherwise \$1,000.00;
 - 5. The address of the Retailer and, if available, an email address that can be used for contact and correspondence by the Office of the County Hearing Officer and the Department. The Retailer may request service of notice by mail; and

6. Notwithstanding the above requirements, a Retailer may seek a waiver or reduction in the filing fee and/or deposit requirement by submitting a sworn affidavit and supporting documents or materials demonstrating the Retailer's financial inability to pay the filing fee and/or advance deposit.
- C. The hearing request form shall be deemed filed on the date received by the Office of the County Hearing Officer. A timely appeal shall stay enforcement of the appealed penalties while the appeal is ongoing.
- D. After receiving a timely hearing request form, the Office of the County Hearing Officer shall notify the Department as soon as practicable and then shall schedule an administrative hearing. The Office of the County Hearing Officer shall provide the Retailer and the Department at least ten calendar days' written notice of the date, time, and place of the administrative hearing and the name of the Hearing Officer who will conduct the hearing. The notice shall be given to the Retailer either by email, if requested, or by first class mail, postage prepaid.
- E. Between the time the Retailer requests the administrative hearing and the time of the Hearing Officer's decision, the Retailer, the Department, and each of their representatives shall not engage in ex parte communications with the Hearing Officer regarding the matters at issue in the hearing.
- F. The hearing shall be conducted by the Hearing Officer on the date, time, and place specified in the notice to the Retailer. A Retailer's failure to appear at the hearing shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies as a precedent to judicially challenge the existence of the violation and the imposition of the fine and suspension.
- G. At the hearing, the Retailer and the Department shall have the opportunity to present evidence, including witnesses, relevant to the Hearing Officer's determination of the matter. Neither the provisions of the Administration Procedure Act (Government Code Section 11500 et seq.) nor the formal rules of evidence in civil or criminal judicial proceedings shall apply to such hearing. The Hearing Officer may admit any evidence, including witnesses, relevant to the determination of the matter, except as otherwise provided in Section 5.50.160(C).
- H. The written notice of penalties and any other reports prepared by or for the Department concerning the violation shall be admissible and accepted by the Hearing Officer as prima facie evidence of the violation and the facts stated in those documents. The Hearing Officer may continue the hearing from time to time, in the Hearing Officer's sole discretion, to allow for its orderly completion

of the hearing. After receiving the evidence submitted at the hearing, the Hearing Officer may further continue the hearing and request additional information from either the Department or the Retailer.

- I. After considering the evidence and testimony submitted, the Hearing Officer shall issue a written decision regarding the matters properly raised in the request for administrative hearing. The Hearing Officer's decision shall:
 - 1. Be based on a preponderance of the evidence.
 - 2. Include a statement of the reasons for the decision.
 - 3. Be issued within twenty calendar days of the close of the hearing.
 - 4. Be served on both the Retailer and the Department. The decision shall be given to the Retailer either by email, if requested, or by first class mail, postage prepaid.
- J. Based on the Hearing Officer's decision, the Office of the County Hearing Officer shall promptly refund to the Retailer any amount of the advance fine deposit the Department is not entitled to and shall provide the remainder to the Department.
- K. The Hearing Officer's written decision shall constitute the final administrative decision of the Department.

5.50.160 Enforcement.

- A. Any violation of this Chapter is hereby declared to be a public nuisance.
- B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.
- C. Whenever evidence of a violation of this Chapter is obtained in any part through the participation of an individual under the age of twenty-one years old, such an individual shall not be required over their objection to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
- D. Violations of this Chapter may be remedied by a legal action brought by the County of Santa Clara Office of the County Counsel pursuant to Division A1 of the Ordinance Code of the County of Santa Clara. For the purposes of the civil remedies provided in this Chapter, each day on which a product is offered for

Sale in violation of this Chapter, and each individual retail product that is Sold or Distributed in violation of this Chapter, shall constitute a separate violation of this Chapter.

E. Impoundment.

1. Based upon inspection findings or other evidence, the Department may impound Tobacco Products that are suspected of being or found to be offered for Sale or Distribution in violation of this Chapter. The Department may affix a label to the product that shall be removed only by the Department following final written determination by the Department as described below.
2. No impounded Tobacco Products shall be used, removed, disposed, or offered for Sale unless the impoundment has been released. The decision by the Department may be appealed pursuant to the procedures set forth in Section 5.50.150.
3. Within 30 days of final determination whether impounded products are authorized for sale under this Chapter, the Department shall release the impounded materials or order that unauthorized, impounded product shall be destroyed and properly disposed of at the cost of the Retailer.

F. Seizure. Tobacco Products offered for sale in violation of this Chapter are subject to seizure by the Department and shall be forfeited after the Retailer of the Tobacco Products seized is given reasonable notice and an opportunity to demonstrate that the Tobacco Products were not offered for sale in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 5.50.150. Forfeited Tobacco Products shall be destroyed and properly disposed of at the cost of the Retailer after all internal appeals have been exhausted and after the time in which to seek judicial review pursuant to Section 5.50.150 of this Chapter has expired.

G. All Retailers are responsible for the actions of their employees relating to compliance with this Chapter. The Sale, offer to sell, or furnishing of any Tobacco Products by an employee shall be considered an act of the Retailer.

H. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

5.50.170 Interpretation.

- A. Nothing in this Chapter shall be interpreted or applied so as to create any requirement, power, or duty that is preempted by, or in conflict with, federal or state law, rules, or regulations.
- B. Nothing in this Chapter shall be construed to penalize the purchase, use, or possession of a Tobacco Product by any Person not engaged in the retailing of such products.



CITY OF CUPERTINO

Agenda Item

24-12867

Agenda Date: 4/16/2024
Agenda #: 6.

Subject: Adoption of Ordinance No. 24-2258, Amendment to a Development Agreement for the Cupertino Village Boutique Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-002; Applicant(s): KIMCO (Sunil Plaha); Location: 10801 and 10805 N. Wolfe Rd.; APN: 316 45 017, 316 05 056)

Conduct the second reading and enact Ordinance No. 24-2258: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE CUPERTINO VILLAGE BOUTIQUE HOTEL"**



COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA
95014-3255 TELEPHONE: (408) 777-3308 • FAX: (408) 777-3333
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CITY COUNCIL STAFF REPORT

Meeting: April 16, 2024

Subject

Second reading of amendments to a Development Agreement for the Cupertino Village Boutique Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-002; Applicant(s): KIMCO (Sunil Plaha); Location: 10801 and 10805 N. Wolfe Rd.; APN: 316 45 017, 316 05 056)

Recommended Action

Conduct the second reading and enact Ordinance No. 24-2258: "An Ordinance of the City Council of the City of Cupertino to amend a Development Agreement for the Cupertino Village Boutique Hotel."

Discussion

During a regular City Council Meeting held on April 3, 2024, City Council conducted the first reading for Ordinance No. 24-2258. Staff presented details about the proposed extension of the Development Agreement for the Cupertino Village Hotel, as well as the proposed amendments which include:

- The term of the agreement of the agreement extended to the (8th) anniversary of the Effective Date (November 19, 2027).
- In the event the Developer submits for a Building Permit for the core and shell of the hotel within three years of the Effective Date of the 1st Amendment, the Term of the agreement is automatically extended for two additional years, for a total of five years, i.e., until November 19, 2029.
- If Certificate of Occupancy for the Project is issued within five years of the Effective Date of the First Amendment (April 16, 2029) Developer shall be relieved of its obligations to make further Community Amenity Funding payments.
- Any proposed revisions to the amount of parking and/or parking layout, are treated as an Administrative Project Amendment and not subject to an amendment to this agreement.
- Requirement that the project comply with the bird safe and dark sky ordinance, Cupertino Municipal Code Chapter 19.102: *Glass and Lighting Standards*.

If Council approves these changes today, the proposed ordinance will take effect after 30 days on May 16, 2024.

Prepared by: Gian Paolo Martire, Senior Planner

Reviewed by: Benjamin Fu, Director of Community Development

Approved for Submission by: Pamela Wu, City Manager

Attachments:

A – Draft Ordinance No. 24-2258

ORDINANCE NO. 24-2258

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT
FOR THE CUPERTINO VILLAGE BOUTIQUE HOTEL**

In accordance with Cupertino Municipal Code Section 19.144.110 *Development Agreement*, the City Council of the City of Cupertino finds that the amendments to a Development Agreement (DA-2017-01):

- A. Is consistent with the objectives, policies, general land uses and programs specified in the General plan and any applicable specific plan;
General Plan Strategy LU-9.1.3: Economic Development and Business Retention – Encourages the City attract new businesses and retain existing businesses that provide local shopping and services, add to municipal revenues, contribute to economic vitality, and enhance the City’s physical environment. Approving the requested amendment supports and facilitates a potential revenue generating use for the City, with added community benefits that include restaurant and community shuttle services. Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2017-05, Resolution No. 19-091).
- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is or will be located;
Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2017-05, Resolution No. 19-091).
- C. Is in conformity with and will promote public convenience, general welfare and good land use practice;
Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment

(GPA-2017-05, Resolution No. 19-091). Extending the expiration of the Development Agreement, or future revisions to the amount of parking and/or parking layout, to be treated as an Administrative Project Amendment will not be at odds with promoting public convenience, general welfare and good land use practice.

D. Will not be detrimental to the health, safety and general welfare;

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2017-05, Resolution No. 19-091). Further, on July 16, 2019, the City of Cupertino adopted the Initial Study and Mitigated Negative Declaration, State Clearinghouse (SCH) Number 2018112025, and approved the project. The Development Agreement extends the term of the entitlement up to eight years from the original entitlement, with no changes to the development scope.

E. Will not adversely affect the orderly development of property or the preservation of property values; and

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2017-05, Resolution No. 19-091). The treatment of the amount of parking or revisions to the parking layout as an Administrative Amendment would not affect the orderly development of the property or the preservation of property values.

F. Will promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on July 16, 2019 and August 20, 2019, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2017-05, Resolution No. 19-091). An extension in the number of years for which the project entitlement is valid for and a reduction in the voluntary community amenity payments would promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUPERTINO DOES
ORDAIN AS FOLLOWS:**

SECTION 1: Adoption.

The Development Agreement is amended as set forth in Attachment A.

SECTION 2: Severability and Continuity.

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.

The City Council declares that no further environmental review is necessary under CEQA Guidelines section 15162 and that the amendment to the Development Agreement is in conformance with the previously adopted Mitigated Negative Declaration (State Clearinghouse No. 2018112025).

SECTION 4: Effective Date.

This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937.

SECTION 5: Publication.

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 special meeting of the Cupertino City Council on April 3, 2024 and **ENACTED** at a regular meeting of the Cupertino City Council on April 16, 2024 by the following vote:

Members of the City Council

AY
ES:
NO
ES:
ABSENT:
ABSTAIN:

<div>SIGNED:</div> <div></div> <div>_____ Sheila Mohan, Mayor City of Cupertino</div>	<div></div> <div>_____ Date</div>
<div>ATTEST:</div> <div></div> <div>_____ Kirsten Squarcia, City Clerk</div>	<div></div> <div>_____ Date</div>
<div>APPROVED AS TO FORM:</div> <div></div> <div>_____ Christopher D. Jensen, City Attorney</div>	<div></div> <div>_____ Date</div>

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014-3202
Attention: City Manager

Record for the Benefit of
The City of Cupertino
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY
OF CUPERTINO AND CUPERTINO VILLAGE LP FOR THE CUPERTINO VILLAGE
BOUTIQUE HOTEL**

This First Amendment to Development Agreement ("**Amendment No. 1**") is made by and between the CITY OF CUPERTINO, a municipal corporation (the "**City**") and Northwest Properties, a California Limited Partnership ("**Developer**"), and is dated for reference purposes as of _____.

RECITALS

A. City and Developer entered into a Development Agreement dated November 19, 2019 and recorded in the Official Records against certain property described in Exhibit A (the "**Project Site**") identified as Document No. _____ ("**Development Agreement**"). Any capitalized term used in this Amendment No. 1 that is not defined will have the meaning given to such term in the Development Agreement.

B. The Parties acknowledge that Developer has performed all obligations required under the Development Agreement as of the date of this Amendment No. 1, including providing payments as described in Section 5.1.1.1.

C. The Parties now wish to amend the Development Agreement as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** Section 2.2 of the Development Agreement is hereby revised and restated as follows: “The ‘Term’ of this Agreement shall commence on the Effective Date and shall expire on the eight (8th) anniversary of the Effective Date, unless earlier terminated or extended by mutual written consent of the Parties hereto in accordance with the requirements of Section 8.1, below.”

2. **DEVELOPMENT OF THE PROPERTY.** The Development Agreement shall be amended to include a new Section 3.4.2.1, which shall read as follows: “Developer agrees to comply with the bird safe and dark sky ordinance, Cupertino Municipal Code Chapter 19.102: *Glass and Lighting Standards*.”

3. **COMMUNITY AMENITY FUNDING.** Subsection 5.1.1 of the Development Agreement is hereby revised and restated as follows: “Community Amenity Funding. Developer agrees to pay City Ten Thousand Dollars (\$10,000.00) for each hotel room constructed for an estimated total of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) in installments as described below, for City’s use in the City Council’s discretion subject to the following suggested guidelines (“Community Amenity Payment”), which payment shall be in addition to any Impact Fees otherwise due. Once paid, each installment of the Community Amenity Payment shall be nonrefundable, except as provided in Section 5.1.1.2 below. In the event City actions or conditions (including, but not limited to, conditions of the Project Approvals, interpretations of City ordinances, regulations and/or policies, and imposition of applicable building code requirements) regarding the Project Approvals cause the Project to be finally approved with fewer than 185 hotel rooms, the total Community Amenity Payment shall be Ten Thousand Dollars (\$10,000.00) multiplied by the number of hotel rooms approved for construction; provided, the Community Amenity Payment shall not be reduced if Developer elects to voluntarily reduce the number of hotel rooms.

5.1.1.1 The Community Amenity Payment shall be made in installments as follows:

(1) Within ninety (90) days after the Effective Date, Developer shall pay City a first installment of the Community Amenity Payment in the amount of Fifty Thousand Dollars (\$50,000.00).

(2) On or before December 1st of each year, beginning on the first December 1st after the Effective Date, , as part of each annual review and together with

submission of the Annual Review Form, Developer shall pay City an installment of the Community Amenity Payment in the amount of Fifty Thousand Dollars (\$50,000.00).

(3) In the event the Developer submits for a Building Permit for the core and shell of the hotel within three (3) years of the Effective Date of the 1st Amendment, the Term of the agreement is automatically extended for two additional years, for a total of five years. Otherwise, the Term is only extended for three years.

(4) If Certificate of Occupancy for the Project is issued within five (5) years of the Effective Date of the First Amendment, Developer shall be relieved of its obligations to make further payments under Section 5.1.1.1. Nothing in this section shall constitute a refund of prior payments made under this Development Agreement.

(5) In the event of a Litigation Challenge (described below in Section 9.3), all unpaid Community Amenity Payment installments shall be postponed until final resolution of the Litigation Challenge.”

4. **ADMINISTRATIVE PROJECT AMENDMENTS.** Subsection 8.2.1 of the Development Agreement is hereby revised and restated as follows: “Upon Developer’s written request for an amendment or modification to the Project Approvals or Subsequent Approvals, the City Manager shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the City Manager or his/her designee finds, in his or her sole discretion, that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the MND, the amendment or modification shall be determined to be an “Administrative Project Approval Amendment” and shall not require an amendment to this Agreement. Upon the City Manager’s approval, any Administrative Project Amendment shall be automatically incorporated into the applicable Project Approvals and this Agreement. Without limiting the foregoing, and by way of example, after City approval of the Existing Approvals, Developer requests for lot line adjustments, minor changes in improvement plans, minor changes in land uses involving minimal acreage, minor alterations in vehicle circulation patterns or vehicle access points, changes in the amount of parking and parking layout, changes in pathway alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the infrastructure connections, facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Site Map or

Property Description may be treated as Administrative Project Amendments.”

5. **MISCELLANEOUS.** •

a. **Incorporation.** This Amendment No. 1 constitutes a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to the Development Agreement as amended by this Amendment No. 1.

b. **Effective Date.** This Amendment No. 1 shall be effective on the date that it is signed by both Parties and recorded in the Official Records.

c. **Ratification.** To the extent of any inconsistency between this Amendment No. 1 and the Development Agreement, the provisions contained in this Amendment No. 1 shall control. As amended by this Amendment No. 1, all terms, covenants, conditions, and provisions of the Development Agreement shall remain in full force and effect.

d. **Governing Law.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

e. **Integration.** This Amendment No. 1 contains the entire agreement between the Parties with respect to the subject matter of this Amendment No. 1. Any prior correspondence, memoranda, agreements, warranties, or representations relating to such subject matter are superseded in total by this Amendment No. 1.

NOW THEREFORE, the parties hereto have executed this Amendment No. 1 as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF CUPERTINO, a municipal corporation

By: _____
Pamela Wu, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Kirsten Squarcia, City Clerk

APPROVED AS TO FORM:

By: _____
Christopher D. Jensen, City Attorney

DEVELOPER:

CUPERTINO VILLAGE LP,
a California limited partnership

By: _____
Name _____
: _____
Its: _____

By: _____
Name _____
: _____
Its: _____

[Signatures must be notarized]



CITY OF CUPERTINO

Agenda Item

24-12868

Agenda Date: 4/16/2024

Agenda #: 7.

Subject: Adoption of Ordinance No. 24-2259, Amendment to a Development Agreement for the De Anza Hotel Project from five to eight years and associated environmental review. (Application No (s): DA-2023-003; Applicant(s): De Anza Properties (John Vidovich); Location: 10931 N De Anza Blvd.; APN: 326-10-061)

Conduct the second reading and enact Ordinance No. 24-2259: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT FOR THE DE ANZA HOTEL PROJECT"**



COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA
95014-3255 TELEPHONE: (408) 777-3308 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: April 16, 2024

Subject

Second reading of amendments to a Development Agreement for the De Anza Hotel Project from five to eight years and associated environmental review. (Application No(s): DA-2023-003; Applicant(s): De Anza Properties (John Vidovich); Location: 10931 N De Anza Blvd.; APN: 326-10-061)

Recommended Action

Conduct the second reading and enact Ordinance No. 24-2259: "An Ordinance of the City Council of the City of Cupertino to amend a Development Agreement for the De Anza Hotel Project."

Discussion

During a regular City Council Meeting held on April 3, 2024, City Council conducted the first reading for Ordinance No. 24-2259. Staff presented details about the proposed extension of the Development Agreement for the De Anza Hotel, as well as the proposed amendments which include:

- The term of the agreement extended to the (8th) anniversary of the Effective Date (April 21, 2028).
- In the event the Developer submits for a Building Permit for the core and shell of the hotel within three years of the Effective Date of the 1st Amendment, the Term of the agreement is automatically extended for two additional years, for a total of five years, i.e., until April 21, 2030.
- If Certificate of Occupancy for the Project is issued within five years of the Effective Date of the First Amendment (April 21, 2029) Developer shall be relieved of its obligations to make further Community Amenity Funding payments.
- Any proposed revisions to the amount of parking and/or parking layout, are treated as an Administrative Project Amendment and not subject to an amendment to this agreement.
- Requirement that the project comply with the bird safe and dark sky ordinance, Cupertino Municipal Code Chapter 19.102: *Glass and Lighting Standards*.

If Council approves these changes today, the proposed ordinance will take effect after 30 days on May 16, 2024.

Prepared by: Gian Paolo Martire, Senior Planner

Reviewed by: Benjamin Fu, Director of Community Development Director

Approved for Submission by: Pamela Wu, City Manager

Attachments:

A – Draft Ordinance No. 24-2259

ORDINANCE NO. 24-2259

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT
FOR THE DE ANZA HOTEL PROJECT**

In accordance with Cupertino Municipal Code Section 19.144.110 *Development Agreement*, the City Council of the City of Cupertino finds that the amendments to a Development Agreement (DA-2018-01):

- A. Is consistent with the objectives, policies, general land uses and programs specified in the General plan and any applicable specific plan;
General Plan Strategy LU-9.1.3: Economic Development and Business Retention – Encourages the City attract new businesses and retain existing businesses that provide local shopping and services, add to municipal revenues, contribute to economic vitality, and enhance the City's physical environment. Approving the requested amendment supports and facilitates a potential revenue generating use for the City, with added community benefits that include restaurant and community shuttle services. Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006).
- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is or will be located;
Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006).
- C. Is in conformity with and will promote public convenience, general welfare and good land use practice;
Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006). Extending the expiration of the Development Agreement, or future revisions to the

amount of parking and/or parking layout, to be treated as an Administrative Project Amendment will not be at odds with promoting public convenience, general welfare and good land use practice.

D. Will not be detrimental to the health, safety and general welfare;

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006). Further, on March 3, 2020, the City of Cupertino adopted the Initial Study and Mitigated Negative Declaration, State Clearinghouse (SCH) Number 2019079010, and approved the project. The Development Agreement extends the term of the entitlement up to eight years from the original entitlement, with no changes to the development scope.

E. Will not adversely affect the orderly development of property or the preservation of property values; and

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006). The treatment of the amount of parking or revisions to the parking layout as an Administrative Amendment would not affect the orderly development of the property or the preservation of property values.

F. Will promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

Nothing in the Development Agreement Amendment revises the scope of the project as approved by the City Council on March 3, 2020 and April 21, 2020, in which the project was found to be in conformance with the General Plan and Zoning standards applicable to this site, as well as those standards that were amended as part of General Plan Amendment (GPA-2018-01, Resolution No. 20-006). An extension in the number of years for which the project entitlement is valid for and a reduction in the voluntary community amenity payments would promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUPERTINO DOES
ORDAIN AS FOLLOWS:**

SECTION 1. Adoption.

The Development Agreement is amended as set forth in Attachment A.

SECTION 2: Severability and Continuity.

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.

The City Council declares that no further environmental review is necessary under CEQA Guidelines section 15162 and that the amendment to the Development Agreement is in conformance with the previously adopted Mitigated Negative Declaration (State Clearinghouse No. 2019079010).

SECTION 4: Effective Date.

This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937.

SECTION 5: Publication.

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 special meeting of the Cupertino City Council on April 3, 2024 and **ENACTED** at a regular meeting of the Cupertino City Council on April 16, 2024 by the following vote:

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

<p>SIGNED:</p> <p>_____</p> <p>Sheila Mohan, 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>Christopher D. Jensen, City Attorney</p>	<p>_____</p> <p>Date</p>

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014-3202
Attention: City Manager

Record for the Benefit of
The City of Cupertino
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY
OF CUPERTINO AND NORTHWEST PROPERTIES FOR THE DE ANZA HOTEL
PROJECT**

This First Amendment to Development Agreement ("**Amendment No. 1**") is made by and between the CITY OF CUPERTINO, a municipal corporation (the "**City**") and Northwest Properties, a California Limited Partnership ("**Developer**"), and is dated for reference purposes as of _____.

RECITALS

A. City and Developer entered into a Development Agreement dated April 21, 2020 and recorded in the Official Records against certain property described in Exhibit A (the "**Project Site**") identified as Document No. 24514911 ("**Development Agreement**"). Any capitalized term used in this Amendment No. 1 that is not defined will have the meaning given to such term in the Development Agreement.

B. The Parties acknowledge that Developer has performed all obligations required under the Development Agreement as of the date of this Amendment No. 1, including providing payments as described in Section 5.1.1.1.

C. The Parties now wish to amend the Development Agreement as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **TERM OF AGREEMENT.** Section 2.2 of the Development Agreement is hereby revised and restated as follows: “The ‘Term’ of this Agreement shall commence on the Effective Date and shall expire on the eight (8th) anniversary of the Effective Date, unless earlier terminated or extended by mutual written consent of the Parties hereto in accordance with the requirements of Section 8.1, below.”

2. **DEVELOPMENT OF THE PROPERTY.** The Development Agreement shall be amended to include a new Section 3.4.2.1, which shall read as follows:: “Developer agrees to comply with the bird safe and dark sky ordinance, Cupertino Municipal Code Chapter 19.102: *Glass and Lighting Standards.*”

3. **COMMUNITY AMENITY FUNDING.** Subsection 5.1.1 of the Development Agreement is hereby revised and restated as follows: “Community Amenity Funding. Developer agrees to pay City Five Hundred Thousand Dollars (\$500,000.00) in installments as described below, for City’s use in the City Council’s discretion subject to the following suggested guidelines (“Community Amenity Payment”), which payment shall be in addition to any Impact Fees otherwise due. Once paid, each installment of the Community Amenity Payment shall be nonrefundable, except as provided in Section 5.1.1.1 below.

5.1.1.1 The Community Amenity Payment shall be made in installments as follows:

(1) Within ninety (90) days after the Effective Date, Developer shall pay City a first installment of the Community Amenity Payment in the amount of Fifty Thousand Dollars (\$50,000.00).

(2) On or before December 1st of each year, beginning on the first December 1st after the Effective Date, until the Community Amenity Payment is paid in full, as part of each annual review and together with submission of the Annual Review Form, Developer shall pay City an installment of the Community Amenity Payment in the amount of Fifty Thousand Dollars (\$50,000.00).

(3) In the event the Developer submits for a Building Permit for the core and shell of the hotel within three (3) years of the Effective Date of the 1st Amendment, the Term of the agreement is automatically extended for two additional years, for a total of five years. Otherwise, the Term is only extended for three years.

(4) If Certificate of Occupancy for the Project is issued within five (5) years of the Effective Date of the First Amendment, Developer shall be relieved of its obligations to make further payments under Section 5.1.1.1. Nothing in this section shall constitute a

refund of prior payments made under this Development Agreement.

(5) In the event of a Litigation Challenge (described below in Section 9.3), all unpaid Community Amenity Payment installments shall be postponed until final resolution of the Litigation Challenge.”

4. **ADMINISTRATIVE PROJECT AMENDMENTS.** Subsection 8.2.1 of the Development Agreement is hereby revised and restated as follows: “Upon Developer’s written request for an amendment or modification to the Project Approvals or Subsequent Approvals, the City Manager shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement and Applicable Law. If the City Manager or his/her designee finds, in his or her sole discretion, that the proposed amendment or modification is minor, consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the MND, the amendment or modification shall be determined to be an “Administrative Project Approval Amendment” and shall not require an amendment to this Agreement. Upon the City Manager’s approval, any Administrative Project Amendment shall be automatically incorporated into the applicable Project Approvals and this Agreement. Without limiting the foregoing, and by way of example, after City approval of the Existing Approvals, Developer requests for lot line adjustments, minor changes in improvement plans, minor changes in land uses involving minimal acreage, minor alterations in vehicle circulation patterns or vehicle access points, changes in the amount of parking and parking layout, changes in pathway alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the infrastructure connections, facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Site Map or Property Description may be treated as Administrative Project Amendments.”

5. **MISCELLANEOUS.** •

a. **Incorporation.** This Amendment No. 1 constitutes a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to the Development Agreement as amended by this Amendment No. 1.

b. **Effective Date.** This Amendment No. 1 shall be effective on the date that it is signed by both Parties and recorded in the Official Records.

c. **Ratification.** To the extent of any inconsistency between this Amendment No. 1 and the Development Agreement, the provisions contained in this

Amendment No. 1 shall control. As amended by this Amendment No. 1, all terms, covenants, conditions, and provisions of the Development Agreement shall remain in full force and effect.

d. Governing Law. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

e. Integration. This Amendment No. 1 contains the entire agreement between the Parties with respect to the subject matter of this Amendment No. 1. Any prior correspondence, memoranda, agreements, warranties, or representations relating to such subject matter are superseded in total by this Amendment No. 1.

NOW THEREFORE, the parties hereto have executed this Amendment No. 1 as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF CUPERTINO, a municipal corporation

By: _____
Pamela Wu, City Manager
[Signature must be notarized]

ATTEST:

By: _____
Kirsten Squarcia, City Clerk

APPROVED AS TO FORM:

By: _____
Christopher D. Jensen, City Attorney

DEVELOPER:

NORTHWEST PROPERTIES,
a California limited partnership

By: _____
Name _____
: _____
Its: _____

By: _____
Name _____
: _____
Its: _____

[Signatures must be notarized]



CITY OF CUPERTINO

Agenda Item

24-12952

Agenda Date: 4/16/2024
Agenda #: 8.

Subject: Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project (Project) in the amount of \$529,680 and approve a budget modification in the amount of \$5,533.

1. Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project (Budget Unit 420-99-262) in the amount of \$529,680 to Chrisp Company;
2. Authorize the City Manager to execute the contract when all conditions have been met; and
3. Adopt Resolution No. 24-036 approving budget modification #2324-237, approving an appropriation of \$5,533 in the Capital Improvement Fund (420) and a transfer of \$5,533 from the Capital Reserve Fund (429) to the project (budget unit 420-99-262 900-905) for a total authorized project expenditure of \$529,680.



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: April 16, 2024

Subject

Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project in the amount of \$529,680 and approve a budget modification in the amount of \$5,533.

Recommended Action

1. Award a construction contract for the De Anza Boulevard Buffered Bike Lanes Project (Budget Unit 420-99-262) in the amount of \$529,680 to Chrisp Company;
2. Authorize the City Manager to execute the contract when all conditions have been met; and
3. Adopt Resolution No. 24-XXX approving budget modification #2324-237, approving an appropriation of \$5,533 in the Capital Improvement Fund (420) and a transfer of \$5,533 from the Capital Reserve Fund (429) to the project (budget unit 420-99-262 900-905) for a total authorized project expenditure of \$529,680.

Reasons for Recommendation

In June 2016, the City Council adopted the Bicycle Transportation Plan (BTP).

The BTP is a long-range planning document designed to address the present and future needs of bicycling within the City of Cupertino. Infrastructure projects are identified in the BTP and organized into three tiers. Tier 1 projects have the highest priority with expected implementation within five years. Tier's 2 and 3 projects score lower than Tier 1 projects with respect to priority, however, implementation of these tiers can be initiated sooner to take advantage of funding or other opportunities, or to complement the development of other transportation improvements.

The construction of Class II buffered bike lanes on De Anza Boulevard between Homestead Road and Bollinger Road (Project) is identified in the BTP as the highest-ranking Tier 2 project. De Anza Boulevard is a major north-south principal arterial across Cupertino, a designated truck route along most of its length, and has a posted speed limit of 35 mph. Currently, standard Class II bike lanes exist along both directions of De Anza Boulevard within Cupertino, and no buffer zone exists to increase the separation between bicycle and vehicle traffic.

The project will enhance the safety of existing Class II bikeway facilities on De Anza Boulevard between Homestead Road and Bollinger Road by narrowing existing vehicle travel lanes and installing a painted buffer zone to create separation between the bicycle lanes from the vehicle lanes. Recently the City of San Jose completed the installation of a painted buffer zone separating the Class II bike lanes from vehicle traffic lanes along De Anza Boulevard within their City limits south of Bollinger Road. The improvements from the project will enhance safety for cyclists by providing a continuation of buffered bike lanes into the City's jurisdiction in addition to calming vehicular traffic speeds.

The Project was included in the approved Fiscal Year (FY) 2022-2023 Capital Improvement Program (CIP) budget, with a total funding amount of \$525,000. The project funding was supplemented by \$166,259 in funding from the Transportation Development Act Article 3 (TDA 3), administered by the Metropolitan Transportation Commission (MTC). The TDA 3 funding does not increase the overall CIP project budget but does decrease the amount of City funds required to construct the project.

The City advertised the Project for bid on February 16. On March 12, the City received one responsive bid (detailed in the table below).

Bidder	Total Bid Amount
Chrisp Company	\$529,680.00

The Department of Public Works reviewed the Chrisp Company bid documents for completeness, confirmed the contractor's experience and qualifications, and determined the bid to be responsible, per the Instructions to Bidders, and the Cupertino Municipal Code. Therefore, staff recommends awarding a construction contract to Chrisp Company for a total contract amount of \$529,680. Since this contract amount exceeds the project funding by approximately \$5,000, a budget modification will be required if this contract is awarded.

A construction contingency allows for unforeseen conditions and is a typical contracting practice. Due to the nature of the project and scope of work, staff is not recommending a construction contingency for this project.

A draft construction contract is included as Attachment A, while the full project specifications can be found on the City's "Business Opportunities" webpage and <https://apps.cupertino.org/bidmanagement/index.aspx>. Construction is expected to begin in May 2024 and be completed in June 2024 in tandem with CIP Project 2020-12, De Anza Boulevard and McClellan Road/Pacifica Drive Intersection Modifications.

Sustainability Impact

The recommended improvements are intended to encourage bicycle use, which will reduce single-occupancy vehicle trips and lead to reduced vehicle emissions. This will help the City achieve air quality and greenhouse gas emission reduction goals.

Fiscal Impact

The FY 2022/2023 budget allocated \$525,000 for the Project, which is partially offset by grant funds received (\$166,259).

Awarding a construction contract to Chrisp Company for a total contract amount of \$529,680 exceeds the project funding by \$5,533. A budget modification and transfer of \$5,533 from the Capital Reserve Fund (429) to the Capital Improvement Fund (420) is required to address the funding shortfall.

Current Fiscal Summary:

Current Funding Status	Amount
Budgeted Funds for De Anza Boulevard Buffered Bike Lanes	\$525,000
TDA 3 funding allocated	\$166,259
Reduction of City Funding required for the project	(\$166,259)
Traffic Data Collection	(\$800)
CEQA Filing Fee	(\$53)
Design (In-house)	(\$0)
Remaining Budget: Funding available after Expenses/Expenditures to date	\$524,147

Estimated Funding Impact	Amount
Estimated Construction Total (<i>this agreement</i>)	(\$529,680)
Proposed Budget Modification: transfer from Capital Reserve	\$5,533
Remaining Budget: projected Funding available after Construction Contract award	\$0

California Environmental Quality Act (CEQA)

This project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301 (maintenance of existing facilities), as bicycle lanes previously existed within the same right-of-way of the project.

Prepared by: Marlon Aumentado, Assistant Civil Engineer
Reviewed by: Chad Mosley, Director of Public Works
Reviewed by: Matt Morley, Assistant City Manager
Approved for Submission by: Pamela Wu, City Manager
Attachments:

A – Draft Contract
B – Draft Resolution

Contract

This public works contract ("Contract") is entered into by and between City of Cupertino ("City") and Chrisp Company ("Contractor"), for work on the **De Anza Blvd Buffered Bike Lanes Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On April 16, 2024, 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:
 - No other documents.
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. Contractor agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.
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 \$529,680.00 ("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 60 calendar 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 \$3,200 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:

City of Cupertino – Public Works Department
10300 Torre Avenue

Cupertino, CA 95014
(408) 777-7604

Attn: Chad Mosley, Director of Public Works
ChadM@cupertino.gov

Copy to: Marlon Aumentado, Assistant Civil Engineer
MarlonA@cupertino.gov

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:

CITY:

Approved as to form:

s/_____

s/_____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/_____

Name, Title

Date: _____

CONTRACTOR:

Business Name

s/_____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

RESOLUTION NO. 24-XXX

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL AMENDING THE
OPERATING BUDGET FOR FISCAL YEAR 2023-24 BY APPROPRIATING,
TRANSFERRING, AND UNAPPROPRIATING MONIES FOR SPECIFIED
FUNDS**

WHEREAS, the orderly administration of municipal government depends on a sound fiscal policy of maintaining a proper ratio of expenditures within anticipated revenues and available monies; and

WHEREAS, accomplishing City Council directives, projects, and programs, and performing staff duties and responsibilities likewise depends on the monies available for that purpose; and

WHEREAS, the City Manager has determined that the balances from the funds specified in this resolution are adequate to cover the proposed amended appropriations, and therefore recommends the fund reallocations described herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the recommended fund reallocations and ratifies the attached amended appropriations as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of April 2024, by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED: _____ Sheila Mohan, Mayor City of Cupertino	 _____ Date
ATTEST: _____ Kirsten Squarcia, City Clerk	 _____ Date

Exhibit A

Appropriation Amendment by Fund	Appropriation Amendment	Revenue Amendment	Fund Balance (Use of)
Capital Improvement Fund (420)	5,533	5,533	-
Capital Reserve (429)	5,533	-	(5,533)
Total Appropriation Amendment All Funds	\$11,066	\$5,533	\$(5,533)



CITY OF CUPERTINO

Agenda Item

24-13008

Agenda Date: 4/16/2024

Agenda #: 9.

Subject: Approve a fifth amendment with Moore Iacofano Goltsman, Inc. (MIG) to provide additional design and project management services for the Lawrence-Mitty Park and Trail Project for a total not-to-exceed amount of \$955,403 and extend the contract date to December 31, 2027.

Authorize the City Manager to execute a fifth amendment (Agreement #402, P.O 2022-0325) with MIG to extend the contract term end date to December 31, 2027, and to provide additional design and project management services on the Lawrence-Mitty Park and Trail Project, for a revised total and additional service amount of \$661,619, increasing the maximum compensation amount to \$955,403.



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: April 16, 2024

Subject

Approve a Fifth Amendment with Moore Iacofano Goltsman, Inc. (MIG) to provide additional design and project management services for the Lawrence-Mitty Park and Trail Project for a total not-to-exceed amount of \$955,403 and extend the contract date to December 31, 2027.

Recommended Action

Authorize the City Manager to execute a fifth amendment (Agreement #402, P.O. 2022-0325) with MIG to extend the contract term end date to December 31, 2027, and to provide additional design and project management services on the Lawrence-Mitty Park and Trail Project, for a revised total and additional service amount of \$661,619, increasing the maximum compensation amount to \$955,403.

Reasons for Recommendation

The initial contract with MIG included services through the end of conceptual design and California Environmental Quality Act (CEQA) reporting. The project is funded through a private development agreement, and funds are currently adequate to ensure completion of design and construction. The project is ready to advance to the preparation of design, construction documentation, and eventually construction. To do this, additional services are required for MIG to continue into the next stages of this project.

Background Information

In Fiscal Year (FY) 2015-16, a private development agreement was executed that allowed for the purchase and annexation of the Lawrence-Mitty project site. The original private development agreement stated: "...the parties agree that the sum of Eight Million Two Hundred Seventy Thousand Nine Hundred Ninety-Four Dollars (\$8,270,994) (the "Park Land Contribution") constitutes sufficient funds to acquire 1.1 acres of parkland, improve it with park equipment and provide a maintenance and capital replacements endowment for twenty (20) years..."

On December 7, 2021, the City of Cupertino contracted with MIG to develop a Master Plan for the Lawrence-Mitty Park and Trail Project (Project). The staff report from that

agenda item stated that the outcome of this project will be a City-approved Master Plan for Lawrence-Mitty Park and Trail and is completion of the CEQA clearances required to proceed with the development of the park.

The new conceptual design is based on site analysis, community input, and the directives of the Parks and Recreation System Master Plan (PRSMP). MIG led the City and the community through two years of on-site meetings, pop-up events, commission meetings, City Council meetings, surveys, reports, design presentations. Through the iterative creative process, the conceptual design for the Project, including preparation of environmental documentation, is nearing completion. The conceptual design and environmental clearance are tentatively scheduled to be presented to City Council this summer.

Council approved the agreement with MIG in 2021 for \$293,784 to enable preparation of the conceptual design and CEQA report, with \$50,000 approved contingency. To date, that agreement has been amended four times, including additional services totaling \$48,035. This falls within the \$50,000 approved contingency.

The design and construction of the Project through this amendment will include design development, regulatory permitting, construction documentation, City permitting, bid support, and construction administration. The projected duration of the remainder of the project will extend to the Summer of 2027. The MIG fee proposal for these tasks over a two-year duration is \$511,320 (Attachment A, see Exhibits A-4, B-1, and C-1). A 20% contingency, rather than typical 10% contingency, is recommended to allow the Project team to address and respond to unknown issues that may be encountered during the extensive environmental review process. A 20% contingency would increase the funding request to \$613,584. This is approximately 16% of the overall project cost. Design and Engineering costs typically fall within 15% to 20% of the overall project cost. Since the overall design of the Project falls within this range and also includes preparation of the Master Plan, staff believes the design costs are reasonable.

To further support the Project, staff proposes transferring funds from Contract Services (budget unit 280-99-009 700-702) to Capital Outlays (budget unit 280-99-009 900-905). In the FY 2021-2022 mid-year Financial Report to the City Council (March 8, 2022), one of the budget adjustments accepted was a one-time special revenue fund appropriation of \$910,000 for Lawrence-Mitty Park Debris Removal, Clean Up, and Tree Removal. This was intended to be a special project to remove berms and general clean-up and to address encampments arising on site. The project team evaluated the project in the context of the design work underway and advised that it was likely redundant and counter-productive to remove the berms before the conceptual design work was completed. Transferring the remainder of the funds allocated for the special project (\$901,285) to the CIP project fund is recommended since the berm work will be incorporated into the design and construction of the park and trail.

Sustainability Impact

This project aligns with multiple objectives outlined in Chapter 6 (Environmental Resources and Sustainability) of the City's General Plan, Community Vision 2015-2040. In particular, the development of the Lawrence-Mitty site will emphasize elements of Goal ES-5 which is to protect the City's urban and rural ecosystems.

Fiscal Impact

The CIP project budget (budget unit 280-99-009) presently has \$5,946,859 available to apply to this project. The project team is designing the park and trail project to this budget. See the table below for more information on the impact of the proposed contract amendment.

Fiscal Summary:

Project Funding Status	Amount
Approved City Funding (FY18-19)	\$8,270,994
Council approved budget increased on March 8, 2022	\$910,000
Property Purchase and Escrow	(\$2,697,694)
MIG: paid to date (includes 4 amendments)	(\$341,819)
Other Expenses: paid to date	(\$194,622)
Funding available for CIP project (design & construction)	\$5,946,859

Funding Impact	Amount
MIG: Additional Services (Amendment 5)	(\$613,584)
▪ Fee Proposal \$511,320 + 20%	
Funding available for Construction and other soft costs	\$5,333,275

California Environmental Quality Act

The CIP project is undergoing an Initial Study. CEQA analysis will be completed at an appropriate time, prior to a commitment to project design.

Prepared by: Susan Michael, Capital Improvement Programs Manager

Reviewed by: Chad Mosley, Director of Public Works

Reviewed by: Matt Morley, Assistant City Manager

Approved for Submission by: Pamela Wu, City Manager

Attachments:

A – Draft Contract

FIFTH AMENDMENT TO AGREEMENT 402
BETWEEN THE CITY OF CUPERTINO AND MIG, INC
FOR LAWRENCE-MITTY PARK AND TRAIL
IMPLEMENTATION PLAN

This Fifth Amendment to Agreement 402 is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and MIG, Inc. a Corporation ("Contractor") whose address is 2055 Junction Ave, Suite 205, San Jose, CA 95131, and is made with reference to the following:

RECITALS:

- A. On December 09, 2021 Agreement 402 ("Agreement") was entered into by and between City and Contractor for Lawrence-Mitty Park and Trail Implementation Plan.
- B. The City and Contractor entered into a First Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("First Amendment") effective February 28, 2022.
- C. The City and Contractor entered into a Second Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("Second Amendment") effective August 25, 2022.
- D. The City and Contractor entered into a Third Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("Third Amendment") effective October 13, 2022.
- E. The City and Contractor entered into a Fourth Amended and Reinstated Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("Fourth Amendment") effective March 27, 2024.
- F. The Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to as the "Agreement" unless otherwise indicated.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Paragraph 3.1 Term** of the Agreement is modified to read as follows: This Agreement begins on the Effective Date and ends on December 31, 2027, unless terminated earlier as provided herein ("Contract Time"). The City's appropriate department head or 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. Schedule of Performance, Exhibit B of the Agreement is modified to include Exhibit B-1 Additional Services, attached hereto.

2. **Paragraph 4.1 Maximum Compensation** of the Agreement is modified to read as follows: City will pay Consultant for satisfactory performance of the Basic Services and Additional Services, if approved, a cumulative total amount that will be capped so as not to exceed \$955,403.00 ("Contract Price"), as specified in Exhibit C and Exhibit C-1, Compensation, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price. Description of Services, Exhibits A, A-1, A-2, and A-3 of the Agreement are modified to include Exhibit A-4 Additional Services, attached hereto. Compensation, Exhibit C of the Agreement is modified to include Exhibit C-1 Additional Services, attached hereto.
3. **Paragraph 4.3 Additional Services.** City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$661,619.00 Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in Exhibit C. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site. Description of Services, Exhibits A, A-1, A-2, and A-3 of the Agreement are modified to include Exhibit A-4 Additional Services, attached hereto.
4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.


CITY OF CUPERTINO

MIG, INC.

By _____

Title _____

Date _____

By 

Title Vice President and Chief Development Officer

Date Apr 4, 2024

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Original Agreement	2022-325	293,784.00
Amendment No. 1	Increase Compensation	\$28,500.00
Amendment No. 2	Update Scope of Work	-
Amendment No. 3	Increase Compensation	\$19,535.00
Amendment No. 4	Extend Term and Reinstate	-
Amendment No. 5	Extend Term & Increase Compensation	\$613,584.00
Amendments Subtotal		\$661,619.00
Total Contract Amount		\$955,403.00



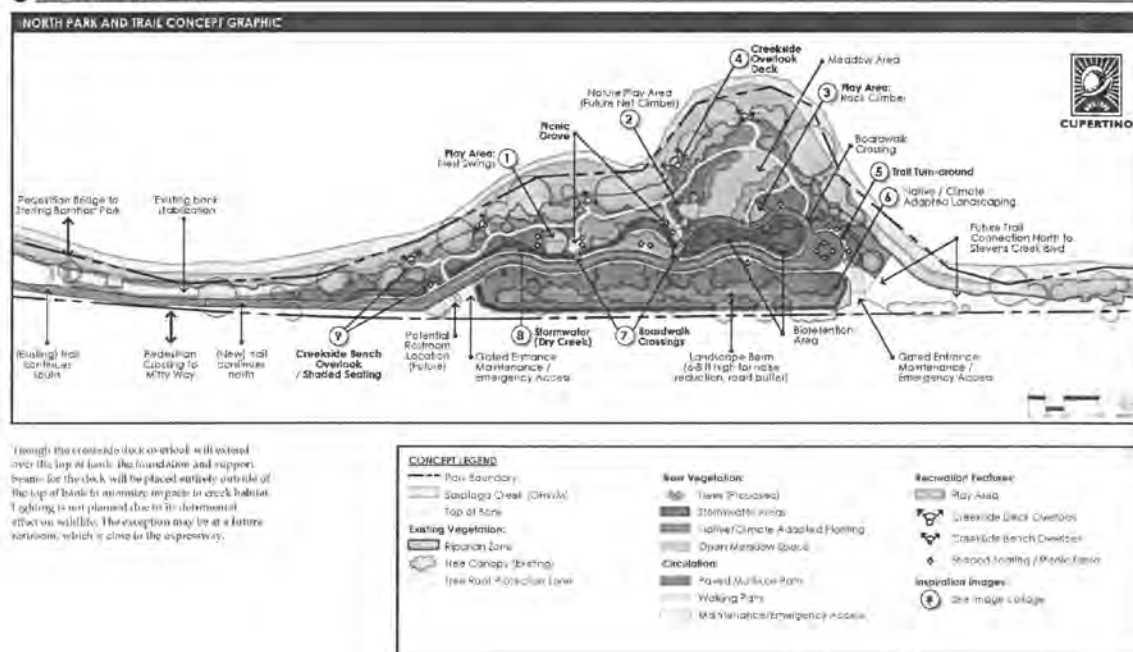
Lawrence Mitty Park and Trail

Scope of Work

03.12.2024

MIG has prepared the following Scope of Work to illustrate how we will facilitate successful completion of the Lawrence Mitty Park and Trail Project. This scope captures and clarifies assumptions of the tasks incorporated in the attached Fee Proposal spreadsheet. The details are based on our understanding of the City's desire to move forward with the concept plan shown below from December 2023 and its related and ongoing CEQA work. Note that the potential restroom is not included in this scope.

4. CONCEPT PLAN



City of Cupertino

Lawrence-Mitty Park and Trail Concept Plan | 14

PHASE 8: DESIGN DEVELOPMENT/30% CDS:

MIG team will create a Design Development/30% CD submittal based on December 2023 concept plan, shown above and without the potential restroom. The City will provide any City-required standard details, titleblocks, requirements, and specifications to the MIG team at the beginning of this phase. All submittals will be in the form of a PDF submitted through email, Google drive, or other free and readily available digital sharing format approved by The City.

Task 8.1 Opinion of Probable Cost

The MIG Team will develop an Opinion of Probable Costs based on the concept plan above to serve as a baseline for 30% effort and confirm the design is within the construction budget.

Task 8.2 Costing City Check-in Meeting

MIG will facilitate a virtual meeting with City staff to review the cost estimate relative to construction budget and confirm changes and/or minor refinements needed for the 30% set. A summary of the meeting will be prepared.

Task 8.3 Design Development/ 30% CD Plans

The MIG Team will prepare preliminary plans in AutoCAD showing the layout of proposed park and trail elements, including paving, site furnishings, planting areas and other site features. This includes utility reports for capacity studies and earthwork study.

Task 8.4 Opinion of Probable Cost

The MIG Team will develop an Opinion of Probable Costs based on the 30% plans.

Task 8.5 Preliminary CD City Review Meeting

MIG will facilitate a virtual meeting with City staff to review consolidated comments on the preliminary plans to clarify questions and confirm corrections or minor refinements needed for the 60% set. A summary of the meeting will be prepared.

Task 8.6 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties related to these tasks for the rough schedule noted on the accompanying fee spreadsheet.

TASK 8 DELIVERABLES

Unless otherwise noted, all deliverables will be provided in PDF format. We assume one round of minor revisions for each based on the City's consolidated comments.

- Concept Plan Opinion of Probable Costs
- Preliminary 30% CD Plans and Opinion of Probable Costs
- City Review Meetings Agendas & Meeting summaries
- Monthly invoices

PHASE 9 TASK: REGULATORY PERMITTING

Task 9.1 Project Design Review and Impact Evaluation

Based on the newest version of the project design, potential impacts shall be reviewed to ensure that permit requirements are met. MIG will work with the Client to accurately identify, assess, and calculate temporary and permanent impacts to jurisdictional habitats on the project site. MIG will calculate the acreages of permanent and temporary disturbances to the jurisdictional habitats within the project site. MIG will also evaluate the drainage calculations and drainage plans prepared for the project to characterize the amount of hydromodification proposed, evaluate potential impacts on water quality, and provide recommendations for Best Management Practices (BMPs) to minimize impacts.

Task 9.2 Pre-Application Regulatory Agency Consultation (CDFW and RWQCB only)

The purpose of this task is to discuss the project with regulatory agencies to learn of any concerns and ensure that we provide all relevant information in application packages. Since the proposed project will not impact Saratoga Creek below the Ordinary High Water Mark (OHWM), the project does not require authorization from the U.S. Army Corps of Engineers (USACE). However, the project may require authorization from California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) for potential impacts to riparian habitat within top of bank of the creek. In our experience, early coordination with the regulatory agencies can assist in expediting the permit approval process by addressing technical questions and comments early in the planning process which will limit delays during application review. MIG shall coordinate with the CDFW and RWQCB via email, and if appropriate through a virtual or in person meeting. Activities include coordination to discuss the project, present the potential impacts of the project, propose impact avoidance and mitigation measures, and address potential permitting requirements. After coordinating with regulatory agencies, if any new

requirements arise, we will provide the Client with an updated permitting timeline based on the anticipated agency requirements.

Task 9.3 Prepare Regulatory Permit Application Packages (CDFW and RWQCB only)

Based on our understanding of resource agency jurisdiction, the project likely requires authorization from the RWQCB and CDFW. The project does not require authorization from the U.S. Army Corps of Engineers (USACE) since project activities are outside of creek channel and above the ordinary high water mark (OHWM). Both RWQCB and CDFW require authorization for any project within the bed, bank, or channel of a stream; and/or within associated riparian habitat. The RWQCB may also exert jurisdiction of areas within the 100-year flood plain, even if these areas are beyond the top of bank or riparian habitat. The proposed project includes activities within the bank of the creek and associated riparian habitat.

This scope of work assumes that MIG will prepare the appropriate permit application packages, including a Notice of Applicability (NOA) for enrollment under a General Waste Discharge Requirement Order (WDR) for the RWQCB and a Section 1600 Notification of Lake and Streambed Alteration for the CDFW.

Once the 60% design is available, MIG will prepare the appropriate permit application packages. Application packages will include the permit application form, engineering drawings, and the following information:

- Description of the overall project, including a site plan and other project plans. The agencies will require 60% design plans.
- Surface area in acres of waters of the U.S. and state, adjacent wetlands, and adjacent riparian vegetation that will be impacted by the proposed project.
- Describe the actions proposed within the jurisdiction of each agency.
- Method of vegetation clearing (if any) within the project area.
- Cross-section and lateral view of the project plan.
- A description of water diversion methods (if any).
- BMPs incorporated into the project to prevent impacts to water quality and biological resources.
- Biological Resources Assessment.
- Hydrology and Hydraulic study (if needed).
- Alternative Analysis (if applicable)
- Mitigation and Monitoring Plan
- Final CEQA documentation, including the Notice of Completion (NOC).
- Permit application fees. MIG will determine the cost of the permit fees, but the Client is responsible for the payment of all permit application fees.

We will coordinate with the City and team to provide the following information:

- Site plans.
- Volume of cut/fill and composition of materials removed/added during grading in jurisdictional areas.
- Cross-section drawing of the project design.
- A Stormwater Pollution Prevention Plan (SWPPP) and/or BMPs to prevent water pollution.
- Estimated project costs (to determine permit application fees).
- CEQA Notice of Completion (NOC).

Task 9.4 Permit Application Follow-up and Response

In MIG's experience, it is essential to provide consistent outreach and coordination with the regulatory agencies once the permit applications are submitted. Outreach efforts can help streamline permitting and avoid delays due to requests for additional information or to simply answer questions regarding the applications that the agencies may have instead of waiting for a written response to reply to. MIG will diligently negotiate permit conditions and coordinate with the regulatory agencies via phone or email in order to keep the permitting process on track. This scope of work assumes no more than 16 hours will be required to coordinate with the agencies and secure the permits.

Task 9.5 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties related to these tasks for the rough schedule noted on the accompanying fee spreadsheet.

Task 9 Deliverables:

- Appropriate permit application packages
- Notice of Applicability (NOA) for enrollment under a General Waste Discharge Requirement Order (WDR) for RWQCB
- Section 1600 Notification of Lake and Streambed Alteration for CDFW
- Monthly invoices

PHASE 10: CONSTRUCTION DOCUMENTS (CD)

The MIG Team will prepare design plans, construction documents, specifications and opinions of probable costs at the milestones noted below.

Task 10.1 60% CD Submittal

The MIG Team will prepare construction documents to a 60% level of completion, drafted in digital format using AutoCAD. Plans shall be prepared at a minimum of 1" = 20' scale. As part of the package, the MIG Team will develop a materials and equipment schedule reflecting site material, equipment and furnishing selections so the City can review the new park's proposed aesthetic vision.

This scope assumes the development of one set of construction drawings for a single-phase project. If the City's budgeting results in the need for phasing or alternates, these can be provided for an additional fee.

Task 10.2 60% CD Opinion of Probable Costs

The MIG Team will develop an Opinion of Probable Costs based on the submitted plans.

Task 10.3 60% CD City Coordination/Assistance (Allowance)

The MIG Team has a small allowance to allow for coordination for City reviews such as ADA review, stormwater, and the maintenance department. (Note: work related to regulatory permitting is included in Phase 7).

Task 10.4 City Review Meeting

The City will provide one set of consolidated review comments detailing the required changes to the 60% CD drawings and opinion of probable costs. These will be discussed in a two-hour (maximum) virtual meeting between the City and MIG to confirm design direction before beginning the 95% CD package.

Task 10.5 95% CD Submittal

Based on the 60% CD's submittal and incorporating the City's direction from the 60% CD review meeting, the MIG Team will prepare construction documents to a 95% level of completion. The MIG Team will also provide CSI format technical specifications related to the scope of work. The City will be responsible for providing the Division I/front end/project manual specifications sections but an allowance has been made to assist the City with front end project description, bid schedule and minor edits to project manual. Design documentation, including specifications, will be consistent with required federal, state, and local codes and regulations.

Task 10.6 City Review Meeting

The City will provide one set of consolidated review comments detailing any required changes to the Design 95% CD package prior to submitting for City permits. These will be discussed and finalized in a two-hour (maximum) virtual meeting between the City and MIG prior to submitting the permit set.

Task 10.7 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties related to these tasks for the rough schedule noted on the accompanying fee spreadsheet.

TASK 10 DELIVERABLES

Unless otherwise noted, all deliverables will be provided in PDF format.

- 60% CD Submittal - Drawings and Spec TOC
- 60% CD Opinion of Probable Costs
- 95% CD Submittal - Drawings and Specs
- Monthly invoices

PHASE 11: CITY PERMITTING/100% CONSTRUCTION DOCUMENTS (CD)

The MIG Team will lead City permit applications.

Task 11.1 and 11.2 City Permit Application and 100% CD/Permit Set

The MIG Team will take the lead on City permit applications. First review submittal will include 95% documents with City review comments. It is assumed that all City 95% and permit first round of review comments will be resolved to permit satisfaction with the second round of documents for permit review and that those documents will be used for public bid. Based on the City's 95% review comments and permit first review comments, the MIG Team will create a permit review delta clouded set of drawings and specifications that will be used for public bid process. The MIG team assumes that multiple permit packages are not required and that 100% construction documents will comprise the construction permitting set. The MIG Team will package the 100% complete construction documents and submit to the City for final review and comment (PDF format).

Task 11.3 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties related to these tasks for the rough schedule noted on the accompanying fee spreadsheet.

TASK 11 DELIVERABLES

Unless otherwise noted, all deliverables will be provided in PDF format.

- City Permit Application
- 100% CD/Permit Drawing Set - Drawings and Specs
- Monthly invoices

TASK 12: BIDDING SUPPORT

Task 12.1 Pre-bid Meeting

MIG will attend the pre-bid meeting to respond to questions about the Construction Documents.

Task 12.2 Bid Assistance Allowance (Bidder Question Response)

The MIG Team has made an allowance to prepare responses to bidders' questions to clarify the construction documents.

Task 12.3 Conformed Construction Set Submittal

Once the bid period is complete and the contractor has been selected, the MIG Team will prepare a final conformed set for the contractor's use during construction. The conformed construction set will incorporate the addenda and responses to bidders' questions.

Task 12.4 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties related to these tasks for the rough schedule noted on the accompanying fee spreadsheet.

TASK 12 DELIVERABLES

Unless otherwise noted, all deliverables will be provided in PDF format.

- Responses to Bidders' Questions
- Conformed Construction Set
- Monthly invoices

No allowance has been made for any value engineering at the Bid Phase. Should bids come in higher than anticipated due to unforeseen market conditions, the MIG Team will meet with the Client to discuss options to move the project forward. Any additional design, coordination or submittals can be provided for additional services.

TASK 13: CONSTRUCTION ADMINISTRATION

Task 13.1 Preconstruction Meeting Participation

The MIG Team will attend and participate in a Pre-Construction meeting scheduled and lead by the City. The MIG Team will attend the meeting to support the City in answering the contractor's questions. This scope assumes attendance by the lead landscape architect and civil engineer. If needed, other design team members can be made available through additional services.

Task 13.2 Responses to Contractor Submittals

The MIG Team will review and take appropriate action (approve with modifications, reject, etc.) on the Contractor's submittals such as RFI's, Shop Drawings, Product Data and Samples, to confirm conformance with the design intent of the project and compliance with the information given in the Contract Documents. Reviews will take place in accordance with reasonable promptness and according to language agreed upon in the bid documents. Reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. The MIG Team has made an allowance for assistance with these efforts and will keep the City apprised of efforts. As construction continues and additional assistance be needed and existing budget be expended, additional reviews or effort can be provided through additional services.

Task 13.3 Construction Meetings and Site visits

MIG will attend up to (4) construction meetings to review construction progress and Contractor's compliance with the design intent. These meetings can be virtual or on-site, depending on current safety measures. In addition, MIG will perform up to (8) site visits and the Civil engineer will perform up to three (3) site visit/reviews, as requested by City. Task assumes a maximum construction duration of ten months.

Task 13.4 Preliminary Punch List Site Visit and Preparation

When notified that the construction is substantially complete, the MIG team will make one site visit with the City's representative and perform a Preliminary Punch List inspection of the Project to observe any apparent defects in the completed construction regarding conformance with design intent of the Contract Documents. MIG will consolidate observations and provide a "punch list," describing the items it recommends for the contractor's correction prior to scheduling the Final Punch List Site Visit.

Task 13.5 Final Punch List Site Visit and Preparation

When notified that the construction is fully complete, the MIG team will make one site visit with the City's representative and perform a "Final" inspection of the Project to observe any apparent defects in the completed construction regarding conformance with design intent of the Contract Documents. MIG will consolidate observations and provide a Final Punch List, describing the items it recommends for the contractor's correction prior to closing out the construction contract.

Task 13.6 Project Management and Team Coordination

The MIG Team will continue Project Management and Team Coordination duties as described in Task 1 and with additional meetings as noted on the accompanying fee spreadsheet.

TASK 13 DELIVERABLES

Unless otherwise noted, all deliverables will be provided in PDF format.

- Submittal and Shop Drawing review documentation
- Responses to contractor's Requests for Information
- Construction Meetings – (up to 4)
- Site Visits – (up to 11)
- Preliminary Punch List
- Final Punch List
- Monthly invoices

ADDITIONAL SERVICES

The MIG Team has a broad range of experience, skills and services. The following is a non-exhaustive list of items that are not included in this scope but could be provided as additional services if they are needed or desired by the City:

- Any public meetings including but not limited to community meetings or engagement, attending City Council meetings, public hearings, hearing examiner meetings, public open houses, and local association meetings.
- City project team meetings beyond those listed
- Additional design alternative drafts or renderings other than those listed.
- Preparation of phased or multiple-packaged construction documents.
- Preparation of special studies outside our scope of work.
- Intensive research and testing to determine conditions of existing site utilities (i.e., potholing, smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Utility Relocation Plans
- Supplemental surveying services beyond the initial survey necessary for completeness.
- Appeal, Design Exception, and Alternative Review applications.
- Services related to future facilities and improvements.
- Design of water capture/re-use systems, pump stations, sump pumps, or force mains for sanitary sewer or storm drainage systems, if required.
- Design of systems to comply with or obtain LEED certification, including preparation of LEED documentation and addressing review comments from the USGBC.
- Redesign of civil/landscape items following completion of construction document as a result of site and building plan changes or unforeseen existing conditions.
- Design for areas not identified in the project understanding.
- Value Engineering. If the MIG Team is needed to assist with VE and/or bid negotiations, it is available on a Time and Materials basis.
- Project Record Drawings

PROJECT SCOPE ASSUMPTIONS:

- CLIENT: 'The City' refers to the City of Cupertino's Lawrence Mitty project team.
- BUDGET: Scope and fee is based on a construction budget of \$3,900,000 (\$3,500,000 base budget with a 10% contingency). Redesign to value engineer the project will require a contract modification.
- DELIVERABLES: Unless otherwise indicated, all deliverables will be provided in PDF format. Native files will be created in software selected at the consultant team's discretion. If the City desires printed copies or specific file formats, the MIG Team is happy to work with the City to develop a strategy that meets the project's budget and needs.
- VIRTUAL MEETINGS: Team meetings are assumed to be virtual with in-person meetings limited to noted

site visits.

- TRANSLATION: All documentation will be in English; however, as an additional service, the MIG Team can provide exhibits in other languages.
- CONSOLIDATED COMMENTS: The City will provide MIG with (1) set of vetted and consolidated comments from all parties/agencies in all tasks involving review and feedback.
- PERMIT FEES: All permit fees and agency charges will be paid by others.
- UTILITIES: The site is adequately served by utilities adjacent to the site.
- OFFSITE UTILITIES/STREET/PARKING DESIGN: Offsite utility or street/parking design is not included in this proposal.
- ENVIRONMENTAL WORK: Floodplain, wetland, soil remediation or environmental work is not included in this proposal.
- CONSTRUCTION TESTING + INSPECTIONS: Necessary testing and inspections during construction will be provided by others.
- ALLOWANCES: Allowances have been made for cost estimation and limited anticipated electrical and structural support; should additional support be needed as the design is refined, additional fees will be needed.
- CONTINGENCY: A design contingency has been included to address out of scope items or additional effort requests. Use of contingency will be coordinated and authorized by the City prior to related efforts.

A rough project schedule is noted in Exhibit B.

Estimated Project Costs are noted in Exhibit C.

NOTE: Our understanding is that the City typically keeps 10% of the construction budget as a contingency. Given the project is currently in CEQA review, regulatory permits will be needed, and that there are technical complexities with the site, we highly recommend that the City holds a 20% contingency based on construction budget to address potential additional project needs beyond the scope noted above.



Lawrence Mitty Park and Trail

Schedule

03.12.2024

The following is a high level schedule for the main tasks outlined in the Scope of Work. A more detailed schedule will be coordinated with City staff once CEQA review is completed, assumed to be June 2024.

Task 8: Design Development/30% CDs – (2 months) – July/August 2024

Task 9: Regulatory Permitting – (7 months) – September 2024 – March 2025

Task 10: Construction Documents – (6 months) – April – September 2025

Task 11: City Permitting – (2 months) – October/November 2025

Task 12: Bidding Support – (2.5 months) – December 2025-February 2026

Task 13: Construction Administration – (12 months) – March 2026-March 2027

y Park and Trail
e c t c o s t

		MIG, Inc.																		Subconsu							
		Melissa Erikson Principal-in-Charge		Jan Eiesland Project Manager		David Gallagher Permitting PM		Casey Howard Project Associate		Dino Viale Irrigation Designer		Kalankar/Kempton Senior Biologist		Alex Broskoff Biologist		Staff Support		Lori Maness Project Assistant		MIG Totals		BKF (Civil)		Ninyo+ Moore (Geotech allowance)		Atium (Elect allowance)	
		Hrs@	\$210	Hrs@	\$180	Hrs@	\$205	Hrs@	\$120	Hrs@	\$145	Hrs@	\$180	Hrs@	\$120	Hrs@	\$110	Hrs@	\$80								
		1	\$210	4	\$720	0	\$0	6	\$720	6	\$870		\$0		\$0		\$0		\$0	17	\$2,520						
		2	\$420	4	\$720		\$0		\$0		\$0		\$0		\$0		\$0		\$0	6	\$1,140						
		24	\$5,040	80	\$14,400		\$0	120	\$14,400	28	\$4,060		\$0		\$0		\$0		\$0	252	\$37,900	\$25,000				\$3,0	
		1	\$210	4	\$720		\$0	6	\$720		\$0		\$0		\$0		\$0		\$0	11	\$1,650						
		4	\$840	6	\$1,080		\$0	6	\$720		\$0		\$0		\$0		\$0		\$0	16	\$2,640						
A coordination)		8	\$1,680	16	\$2,880		\$0	16	\$1,920		\$0		\$0		\$0		\$0	8	\$640	48	\$7,120						
		Subtotal	40	\$8,400	114	\$20,520	0	\$0	154	\$18,480	34	\$4,930	0	\$0	0	\$0	0	\$0	8	\$640	350	\$52,970	\$25,000	\$0		\$3,0	
			\$0	2	\$360	50	\$10,250		\$0		\$0	2	\$360	2	\$240	1	\$55		\$0	57	\$11,265						
V and RWQCB only)			\$0	2	\$360	2	\$410	2	\$240		\$0	3	\$540	2	\$240	1	\$55		\$0	12	\$1,845						
W and RWQCB only)			\$0	4	\$720	10	\$2,050		\$0		\$0	50	\$9,000	20	\$2,400	1	\$110		\$0	85	\$14,280	\$2,000					
			\$0	4	\$720	4	\$820	10	\$1,200		\$0	12	\$2,160		\$0		\$0		\$0	30	\$4,900						
		4	\$840	8	\$1,440	0	\$0	14	\$1,680		\$0		\$0		\$0		\$0	4	\$320	30	\$4,280						
		Subtotal	4	\$840	20	\$3,600	66	\$13,530	26	\$3,120	0	\$0	67	\$12,060	24	\$2,880	2	\$220	4	\$320	213	\$36,570	\$2,000	\$0			
15)			8	\$1,680	80	\$14,400	0	\$0	120	\$14,400	28	\$4,060		\$0		\$0		\$0	236	\$34,540	\$22,000				\$3,0		
		2	\$420	4	\$720		\$0	8	\$960		\$0		\$0		\$0		\$0		\$0	14	\$2,100						
		2	\$420	8	\$1,440		\$0	8	\$960		\$0		\$0		\$0		\$0		\$0	18	\$2,820						
		2	\$420	3	\$540		\$0	4	\$480		\$0		\$0		\$0		\$0		\$0	9	\$1,440						
		8	\$1,680	60	\$10,800	12	\$2,460	120	\$14,400	28	\$4,060		\$0		\$0		\$0		\$0	228	\$33,400	\$22,000				\$4,0	
		2	\$420	4	\$720		\$0	8	\$960		\$0		\$0		\$0		\$0		\$0	14	\$2,100						
		6	\$1,260	12	\$2,160		\$0	12	\$1,440		\$0		\$0		\$0		\$0	6	\$480	36	\$5,340						
		Subtotal	30	\$6,300	171	\$30,780	12	\$2,460	280	\$33,600	56	\$8,120	0	\$0	0	\$0	0	\$0	6	\$480	655	\$81,740	\$44,000	\$0		\$7,0	
		24	\$5,040	60	\$10,800	0	\$0	60	\$7,200	16	\$2,320		\$0		\$0		\$0		\$0	160	\$25,360	\$2,000				\$2,0	
		8	\$1,680	40	\$7,200	8	\$1,640	120	\$14,400	28	\$4,060		\$0		\$0		\$0		\$0	204	\$28,980	\$8,000	\$3,000			\$3,0	
		6	\$1,260	18	\$3,240		\$0	12	\$1,440		\$0		\$0		\$0		\$0	8	\$640	44	\$6,580						
		Subtotal	38	\$7,980	118	\$21,240	8	\$1,640	192	\$23,040	44	\$6,380	0	\$0	0	\$0	0	\$0	8	\$640	408	\$60,920	\$10,000	\$3,000		\$5,0	
			\$0	6	\$1,080		\$0	6	\$720	1	\$145		\$0		\$0		\$0		\$0	13	\$1,945						
Addenda)		1	\$210	6	\$1,080		\$0	6	\$720	1	\$145		\$0		\$0		\$0		\$0	14	\$2,155	\$2,500				\$1,0	
		1	\$210	8	\$1,440		\$0	32	\$3,840	12	\$1,740		\$0		\$0		\$0		\$0	53	\$7,230	\$2,500				\$1,0	
		3	\$630	12	\$2,160		\$0	6	\$720		\$0		\$0		\$0		\$0	3	\$240	24	\$3,750						
		Subtotal	5	\$1,050	32	\$5,760	0	\$0	50	\$6,000	14	\$2,030	0	\$0	0	\$0	0	\$0	3	\$240	104	\$15,080	\$5,000	\$0		\$2,0	
5)			\$0	8	\$1,440		\$0		\$0		\$0		\$0		\$0		\$0		\$0	8	\$1,440						
		4	\$840	100	\$18,000	0	\$0	60	\$7,200	16	\$2,320		\$0		\$0		\$0		\$0	180	\$28,360	\$10,000				\$2,0	
		16	\$3,360	100	\$18,000	0	\$0	12	\$1,440	20	\$2,900		\$0		\$0		\$0		\$0	148	\$25,700					\$1,0	
		1	\$210	10	\$1,800		\$0		\$0	10	\$1,450		\$0		\$0		\$0		\$0	21	\$3,460						
		1	\$210	10	\$1,800		\$0		\$0	10	\$1,450		\$0		\$0		\$0		\$0	21	\$3,460						
		10	\$2,100	40	\$7,200		\$0		\$0		\$0		\$0		\$0		\$0	10	\$800	60	\$10,100						
		Subtotal	32	\$6,720	268	\$48,240	0	\$0	72	\$8,640	56	\$8,120	0	\$0	0	\$0	0	\$0	10	\$800	438	\$72,520	\$10,000	\$0			
		149	\$31,290	723	\$130,140	86	\$17,630	774	\$92,880	204	\$29,580	67	\$12,060	24	\$2,880	2	\$220	39	\$3,120	2068	\$319,800	\$96,000	\$3,000				



EXHIBIT C-1: Hourly Rates and Reimbursable Expenses

Lawrence Mitty Park and Trail Plan, Cupertino, CA

March 2024

Unless specified otherwise, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1-1/2% per month. MIG Inc. labor includes all overhead.

Hourly rates by position are noted below:

Role	\$/hour
Principal-in-Charge	\$210
Project Manager	\$180
Irrigation Designer	\$145
Landscape Designer	\$120
CEQA/Environmental, Principal	\$220
CEQA/Environmental, Director	\$195
CEQA Project Manager	\$180
Permitting PM	\$205
Senior Biologist/Senior Analyst	\$180
Biologist/Noise Analyst/GIS	\$120
Project Support	\$120
Project Assistant	\$80

Expenses are as follows:

Type	Rate
Automobile travel	current IRS rate
Meals	cost + 5%
Photocopy (letter and tabloid)	\$0.10/print
Color copies (letter and tabloid)	\$0.50/print
Commercial printing/plotting	cost + 5%
Subcontractors	cost + 5%
Other (lab tests, aerial photos, etc)	cost + 5%

FOURTH AMENDMENT TO AGREEMENT 402
BETWEEN THE CITY OF CUPERTINO AND MIG, INC.
FOR LAWRENCE-MITTY PARK AND TRAIL
IMPLEMENTATION PLAN

This Fourth Amendment to Agreement 402 between the City of Cupertino and MIG, Inc. is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and MIG, Inc, a Corporation ("Contractor") whose address is 2055 Junction Ave, Suite 205, San Jose, CA 95131, and is made with reference to the following:

RECITALS:

- A. On December 09, 2021 Agreement 402 ("Agreement") was entered into by and between City and Contractor for Lawrence-Mitty Park and Trail Implementation Plan.
- B. The City and Contractor entered into a First Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("First Amendment") effective February 28, 2022.
- C. The City and Contractor entered into a Second Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("Second Amendment") effective August 25, 2022.
- D. The City and Contractor entered into a Third Amended Agreement for Lawrence-Mitty Park and Trail Implementation Plan ("Third Amendment") effective October 13, 2022.
- E. The Original Agreement, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Agreement" unless otherwise indicated.
- F. City and Contractor to continue Contractor's services to the City under the Agreement, and hereby affirm their intent that it remain in full force and effect as amended and reinstated by this Fourth Amendment.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3.1 of the Agreement is modified to read as follows: **Term.** This Agreement begins on the Effective Date and ends on June 30, 2026, unless terminated earlier as provided herein ("Contract Time"). The City's appropriate department head or 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.
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By Pamela Wu
Title City Manager
Date Mar 27, 2024

MIG, INC

By Christopher Jensen
Title Vice President and Chief Development Officer
Date Mar 20, 2024

APPROVED AS TO FORM

Christopher D. Jensen
City Attorney

ATTEST:

Kristen Aguirre
City Clerk

Date Mar 27, 2024



CERTIFICATE OF LIABILITY INSURANCE

CC 04-16-2024
Page 212 of 350 (MM/DD/YYYY)
8/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Jo Lusk PHONE (A/C, No. Ext): 510-272-1465 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
License#: 6003745 MIGINC0-01		INSURER(S) AFFORDING COVERAGE	
INSURED MIG, Inc. Moore Iacofano Goltsman, Inc. 800 Hearst Ave Berkeley CA 94710		NAIC #	
		INSURER A: BERKLEY INSURANCE COMPANY 32603	
		INSURER B: Travelers Property Casualty Company of America 25674	
		INSURER C: The Travelers Indemnity Company of Connecticut 25682	
		INSURER D: The Travelers Indemnity Company 25658	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1537881182** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2023	8/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP0H758762	8/31/2023	8/31/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB2L553909	8/31/2023	8/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Contr. Pollution Liab Included			AEC907002005	8/31/2023	8/31/2024	Per Claim/5,000,000 Included \$5,000,000/Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Re: Lawrence Mitty Park and Trail Master Plan. The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Cupertino 10300 Torre Avenue Cupertino CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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CG T8 03 08 23

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DATE OF ISSUE: 08/06/2023

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Policy#: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company

Countersigned by

The Travelers Indemnity Company

DATE OF ISSUE: 8/7/2023

Page 1 of 1

**THIRD AMENDMENT TO AGREEMENT 402 BETWEEN
THE CITY OF CUPERTINO AND MIG, INC., FOR
LAWRENCE-MITTY PARK AND TRAIL
IMPLEMENTATION PLAN**

This Third Amendment to Agreement 402 between the City of Cupertino and MIG, Inc. is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and MIG, Inc., a Corporation ("Contractor") whose address is 2055 Junction Ave., Suite 205, San Jose, CA 95131, and is made with reference to the following:

RECITALS:

- A. On December 09, 2021 Agreement 402 ("Agreement") was entered into by and between City and Contractor for Lawrence-Mitty Park and Trail Implementation Plan.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Paragraph 4.1 Maximum Compensation** of the Agreement is modified to read as follows: City will pay Consultant for satisfactory performance of the Service a total amount that will be based upon actual costs but that will be capped so as not to exceed \$341,819.00 ("Contract Price"), erroneously stated in first amendment as a not to exceed \$343,784.00, based on the budget and rates set forth in Exhibit C, Compensation, and attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price. Exhibits A, A-1, and A-2 of the Agreement are modified to include Exhibit A-3 Additional Services, attached hereto.
2. **Paragraph 4.3 Additional Services** of the Agreement is modified to read as follows: City has the discretion, but not the obligation, to authorized Additional Services up to an amount not to exceed \$48,035.00. Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in Exhibit C. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge. ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site. Exhibit A , A-1 and A-2 of the Agreement are modified to include Exhibit A-3, Additional Services, attached hereto.
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

MIG, INC.

By Pamela Wu
Title City Manager
Date Oct 13, 2022

By Christopher J. Jensen
Title Vice President/Chief Development Officer
Date Oct 13, 2022

APPROVED AS TO FORM

Christopher D. Jensen

City Attorney

ATTEST:

Kristen Squarone

City Clerk

Date Oct 13, 2022

EXPENDITURE DISTRIBUTION

Item	PO Number	Amount
Original Agreement	2022-325	\$293,784.00
Amendment #1	Change in Scope, Change in Contract Amount	\$28,500.00
Amendment #2	Change in Scope	
Amendment #3	Change in Scope, Change in Contract Amount	\$19,535.00
Total Agreement		\$341,819.00



Exhibit A-3

September 21, 2022

Matt Morley, Director of Public Works
Susan Michael, CIP Manager, Public Works
City of Cupertino - City Hall
10300 Torre Ave.
Cupertino, CA 95014

Re: Additional Services Lawrence-Mitty Park and Trail Master Plan (MIG proj. no. 30903)

Dear Matt and Susan,

As discussed with the Cupertino project manager, Lisa Cameli, and in meetings with you both, there have been several work efforts required for the Lawrence Mitty project that fall outside the original scope of work. The first three items were time-sensitive with verbal approval from the project manager to track time for these efforts and submit them together at one time as an add service. The last two items are also time-sensitive to stay on track with the upcoming events.

The following summarizes our request for additional work and fees that are above and beyond the original contract, signed Dec. 9, 2021. All other terms in the original contract remain in effect.

Add Services #2 (New Task 7) \$19,535

We will add a new task number for this additional scope, detailed below:

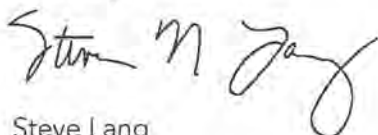
1. Added translation work for the visioning survey in May-June 2022 (12 hours, \$1,835)
2. Additional Meetings. and Additional Requested Staff in April-June 2022, requested by the City PM:
 - *ERC email correspondence and meeting on 4/20/22, (2 staff @ 2 hr. ea., \$720)*
 - *Site Tour – Extra Biology staff requested to be stationed at Creek (6 hr. – debrief, travel, attendance, \$900)*
 - *Environmental Planner/CEQA-Soils expert at Joint Commission Meeting on 6/13/22 (2 hr., \$390)*
3. Fast-tracked Separate Berm Removal Effort in June-Sept. 2022: review of berm work proposal by others, correspondence, several City meetings, and proposed process write-up to move forward (Principal, PM, Environmental Planner, Biologist, 22 hr., \$4,110)

Add Services Lawrence-Mitty
September 21, 2022
Page 2 of 2

4. Out of scope Community Engagement additions, as discussed, in Sept-Oct 2022 (40 hr., \$5,200):
 - *Video posting for Engage Cupertino to explain the 3 alternatives*
 - *Coordinate survey #2 questions for Engage Cupertino's posting*
 - *Synthesis of survey #2 results*
5. Out of scope preparation for CD level mapping and Interagency Review. The original ALTA survey was adequate for concept level work. It was discussed early on that a more complete topo survey would be needed in the CD phase – to capture the (moved) soil pile locations/volumes, to reach CD-level accuracy and to be able to share a georeferenced riparian corridor with the agencies (Multiple staff, 24 hr., \$6,380).
 - *Coordination/review of upcoming survey request (led by the City of Cupertino) for current soil piles/berms for use in Interagency meeting*
 - *Planned environmental team work in Jan. 2023 to review plans, coordinate, and prepare for/attend an Interagency review meeting in Feb. 2023*

Please feel free to contact us with any questions or additional information needed.

Sincerely,



Steve Lang
Principal, MIG

Please sign below to indicate your agreement to the terms outlined in this letter as a revision to the original contract and budget.

Matt Morley, Director of Public Works
City of Cupertino

Date



CERTIFICATE OF LIABILITY INSURANCE

CC 04-16-2024
Page 227 of 350 (MM/DD/YYYY)
8/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
License#: 6003745 MIGINC0-01		INSURER(S) AFFORDING COVERAGE	
INSURED MIG, Inc. Moore Iacofano Goltsman, Inc. 800 Hearst Ave Berkeley CA 94710		INSURER A: Berkley Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:	
		NAIC # 32603 25674 25682	

COVERAGES **CERTIFICATE NUMBER: 724616870** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2022	8/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2022	8/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB2L553909	8/31/2022	8/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Professional Liability	N	Y	AEC905795904	8/31/2022	8/31/2023	Per Claim Aggregate Limit \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.
Re: Lawrence Mitty Park and Trail Master Plan The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER City of Cupertino 10300 Torre Avenue Cupertino CA 95014	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 6801H899998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER 6801H899998

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

Policy#: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".
2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:
Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 8/28/2022

Page 1 of 1

SECOND AMENDMENT TO AGREEMENT 402
BETWEEN THE CITY OF CUPERTINO AND MIG, INC
FOR COMPLETION OF THE LAWRENCE-MITTY
PARK AND TRAIL MASTER PLAN

This Second Amendment to Agreement 402 between the City of Cupertino and MIG, Inc., is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and MIG, Inc., a Corporation ("Contractor") whose address is 2055 Junction Ave., Suite 205, San Jose, CA 95131, and is made with reference to the following:

RECITALS:

- A. On May 17, 2022, City Council took action to rename this project from "Lawrence-Mitty Park and Trail Master Plan," to "Lawrence-Mitty Park and Trail Implementation Plan."
- B. On December 09, 2021 Agreement 402 ("Agreement") was entered into by and between City and Contractor for Completion of the Lawrence-Mitty Park and Trail Master Plan.
- C. City and the Contractor entered into a First Amendment for Lawrence-Mitty Master Plan effective February 28, 2022 with the term expiring on December 31, 2023; and
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

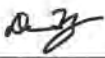
1. **Paragraph 1 - PARTIES** of the Agreement is modified to read as follows: This Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and MIG, Inc ("Consultant"), a Corporation for Design Services of the Lawrence-Mitty Park and Trail **Implementation Plan** ("Project"), and is effective on the last date signed below ("Effective Date").
2. Replace Exhibit A of the Agreement with **Exhibit A-2, Scope of Work**, attached hereto.
3. Exhibit A-1 remains in effect and is not changed by this contract amendment.
4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.


SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

MIG, INC.


By 
Title Acting City Manager
Date Aug 23, 2022

By 
Title Chief Development Officer
Date Aug 18, 2022

APPROVED AS TO FORM

Christopher D. Jensen
City Attorney

ATTEST:


City Clerk
Date Aug 25, 2022



Lawrence Mitty Park and Trail Implementation Plan, Cupertino, CA

Scope of Work

November 17, 2021

MIG has prepared the following Scope of Work to illustrate how we will facilitate successful completion of the Lawrence Mitty Park and Trail Implementation Plan project. This scope captures and clarifies assumptions of the tasks incorporated in the attached Fee Proposal spreadsheet. The details are based on our understanding of the project requirements stated in the City of Cupertino's ("the City") Lawrence Mitty Park and Trail Master Plan RFQ, dated August 12, 2021, and Addenda (now known as the Lawrence Mitty Park and Trail Implementation Plan). In the tasks listed below, meetings are expected to be virtual except when noted otherwise. Meeting notes allow for one set of revisions to incorporate City input per meeting notes.

Project Understanding

The City wishes to develop a Park and Trail Implementation Plan for the Lawrence-Mitty site ("Implementation Plan"), located on the east side of Cupertino between the Lawrence Expressway and Saratoga Creek, as shown in the RFQ. The purpose of the Implementation Plan is to determine how to best meet the future recreation, trail, and open space needs of citizens through enhancement of the site. Additionally, there is the intent to connect the Saratoga Creek Trail through the Lawrence-Mitty site to San Jose and Santa Clara to the North. The Implementation Plan process will initially result in a conceptual design for a premier park with recreation activities that will attract and accommodate all residents. The City envisions a destination that provides all ages, but especially children, with a memorable experience of outdoor play, exercise, and educational opportunities while providing much-needed open space to the east side of Cupertino, which is underserved in terms of park space and recreational opportunity. The resulting Implementation Plan will also provide an exciting and inviting space for all age groups through an extension of the Saratoga Creek walking and biking trail.

The comprehensive Implementation Plan will provide technical analysis of the site as described below, identify community values and needs, align with the City's 2020 Parks and Recreation System Master Plan and result in a ready-to-implement vision for the Lawrence Mitty Park site. The City Council-approved conceptual design and report will be used to guide future recreational and programmatic decisions and capital improvement planning for the site.

PHASE 1 – EXISTING CONDITIONS AND TECHNICAL ANALYSIS

1.1 Project Kick-Off Meeting and Work Plan

The project kick-off meeting will include City staff, MIG's Project Manager (PM), and key personnel within each designated specialty to discuss design objectives, issues, and a draft work

plan. Following the kick-off, MIG will develop a detailed work plan with roles, responsibilities, and schedule; prepare a data request; and coordinate a site visit.

Deliverables:

- Kick-off Agenda
- Kick-off Notes
- Draft Work Plan and Schedule
- Final Work Plan and Project Schedule (PDF)

1.2 Community Engagement Initial Planning

MIG will review existing input from the 2020 Park and Recreation System Master Plan and 2017 community site walk. We will collaborate with City staff to identify stakeholders and prepare for outreach.

Deliverables:

- Communications Plan including schedule (PDF, Draft and Final)

1.3 Evaluate Existing Conditions Information

The MIG Team will review existing conditions information and additional background documents noted in the RFQ. BKF will evaluate existing utilities and easements, hydrologic information, and adequate survey info, and alert the City if there is a need for any additional information.

Deliverables:

- Summary report of site-specific findings and jurisdictional regulations that may impact or influence the final conceptual design for the Implementation Plan including specific per the RFQ
- Summary of how the proposed conceptual plan conforms to Citywide Parks Goals and Regulations as requirements of other jurisdictions
- Summary of review of existing ATLA/NSPS Land Survey and verification of site improvement and topo accuracy or statement of inconsistencies with fee proposal for corrections
- Summary of the MIG Team's research and understanding of existing on-site and adjacent utilities, easements, and hydrologic information. Includes assessment of any potential impacts on site design concepts
-

1.4 Team Site Tour

In collaboration with City staff, the MIG Team will meet at the site to walk the park and trail, observing specific concerns and discussing questions.

Deliverables:

- Meeting notes for Site Tour

1.5 Transportation Study

Hexagon Transportation Consultants will prepare a short vehicle miles travelled (VMT) project screening memo to describe how the project would be screened out of a full VMT analysis under the City's criteria. Hexagon will also analyze the potential multi-modal/pedestrian safety impacts of the park and trail project.

Deliverables:

- VMT screening and Multimodal/Pedestrian Safety Impacts Memo

1.6 Phase 1 ESA Update and Phase 2 Investigation

Cornerstone will prepare a Phase I Environmental Site Assessment (ESA) Update, a Phase II Soil Quality Evaluation, and a Health and Safety Plan for personnel conducting earthwork activities at the site prior to the initiation of the Phase II soil sampling. Meeting attendance will be charged on a time and materials basis.

Deliverables:

- Meeting Notes from meeting documenting approach and decisions for further environmental analysis
- Summary of full review of existing Environmental Reports for the site
- List of any proposed additional testing locations and purpose of sampling
- Draft and Final Phase II Environmental Site Assessment Report for City review and approval
- Completion of a Phase III ESA if requested by the City and recommended in the Phase II ESA (Scope and fee to be negotiated after Phase II ESA is complete)

1.7 Acoustical Assessment for Noise Reduction

MIG will prepare a technical noise report that summarizes the existing ambient noise environment at the project site (based on measurements and modeling results), the ambient environment that could exist under three different sound attenuation options at the site, and preliminary recommendations for recreation options based on reduced noise levels. MIG's approach to completing the noise (i.e., the protocol) will be summarized in a technical memorandum for City approval after MIG has discussed various modeling options with the City during a kick-off call. Noise reduction measures will be integrated into the final conceptual design and final Conceptual Plan report.

Deliverables:

- Technical noise memorandum for protocol for review and acceptance (within two weeks of kick-off call)
- Draft Noise Report (PDF, within five weeks of protocol approval)
- Final Noise Report

1.8 Biological Resources Report

MIG biologists will prepare a stand-alone Biological Resources Report that will include a Jurisdictional Delineation. These reports will be used to inform the project design and as supporting documentation for the CEQA analysis and any future resource agency permits that may be required for the project.

Deliverables:

- Biological Resources Report
- Jurisdictional Delineation

1.9 Tree Survey and Condition Assessment

SBCA Tree Consulting will perform an assessment of on-site trees including an evaluation of tree size and health, tree site location, identification of structural defects, pruning needs, and pests. Work will include one (1) pre-inventory meeting with the City Project Manager and Arborist.

Deliverables:

- Draft and final copy of proposed tree inventory methodology and attributes to be collected for City review and approval
- One (1) PDF copy and one (1) AutoCAD version 2019 or newer copy of tree survey overlayed onto the existing 2020 topographic survey within the project area at 1"= 20' scale
- One (1) PDF of Arborist Report on trees, potential construction impacts and recommendations to be integrated into the final Conceptual Plan Report

1.10 Site Environmental Summary Report

MIG, along with consultant expertise, will synthesize findings into an Environmental Summary Report (to include a brief summary of all of the above reports) and Opportunities and Challenges Diagrams for use in future community meetings.

Deliverables:

- Environmental Summary Report (PDF)
- Opportunities and Challenges Diagrams (PDF)

1.11 City Meeting: Review Phase 1 Findings

The City and MIG will meet to review technical analysis and findings. We will also discuss emerging site possibilities and the team's approach to community input moving forward.

1.12 Phase 1 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 2 – COMMUNITY VISION

2.1 Public Survey and Analysis

Initial planning for the survey will occur early in Phase 1. At that time the City and MIG will discuss the workplan and confirm if this survey may launch before the technical analysis is 100% complete. MIG will develop the public internet survey, along with graphics for print materials for use by the City to distribute by US Mail. MIG will also provide additional advice on outreach and publicity to reach nearby residents and will develop a poster or a street decal with a QR code to be posted in and around the project area. The City will assist with placing posters. MIG will compile results from the survey in an easy-to-digest analysis for the City. The City and MIG will meet to review findings and inform next outreach steps.

Deliverables:

- Updated Communications Plan including schedule
- Draft Community Survey for City staff comment
- Final Community Survey to be distributed to the public
- Development of poster or street decal with QR code to publicize survey
- Outreach advice on reaching neighbors regarding the survey
- Survey Analysis
- Meeting Notes highlighting key decisions and next steps

2.2 Develop Graphic and Outreach Tools

Using the knowledge gained from Phase 1 and the public survey, MIG will develop graphics and tools for community input. We will summarize important site information from Phase 1 for the community and elicit feedback in multiple ways. Methods will be determined in collaboration with the City and may include options such as interactive polling, shared Mural boards, and breakout groups, along with printed materials for in-person feedback.

Deliverables:

- Draft Graphics for Review (PDF)
- Final Graphics (PDF for one zoom meeting, large-size prints for one on-site open house)

2.3 Community Meetings (2)

MIG will organize and present at two (2) community meetings to solicit additional input on the community's interests, clarify community priorities, and to help guide development of the three design alternatives. To encourage more input and respond to both the pandemic and varying schedules, we propose one meeting via Zoom and one outdoor in-person casual open-house event/site tour starting at Sterling-Barnhart Park, to allow the community to walk the currently fenced site.

Deliverables:

- Two (2) Community Meeting Agendas & Presentations

2.4 Community Pop-up Events (2)

MIG will organize and present at two (2) community pop-up events to solicit additional input from key stakeholder groups identified earlier in Phase 1. Examples include a table at a Farmer's Market or School, joining a neighborhood block meeting, or similar style event. The intent of these events is to solicit input from additional park users, or future users, by going to them.

Deliverables:

- Printed materials for Two (2) Community Pop-Ups

2.5 Synthesize Community Vision Results

Community meeting results, along with survey input, will be compiled by MIG into a summary report for review by the City and for use in upcoming Commission/Council presentations. MIG and the City will meet to review results and inform next steps.

Deliverables:

- Analysis and Synthesis Report of public survey and meeting findings
- Meeting Notes highlighting key decisions and next steps

2.6 Commissions and City Council Presentations: Initial Meeting

MIG will prepare slideshows and present to the Parks and Recreation Commission, the Bicycle-Pedestrian Commission, Planning Commission, and City Council to receive feedback. The presentation will include a summary of input and priorities from the community meetings and survey responses.

Deliverables:

- Prepare draft slideshow presentation for City approval
- Parks and Recreation Commission Agenda, Presentation, and Report
- Planning Commission Agenda, Presentation, and Report
- Bicycle-Pedestrian Commission Agenda, Presentation, and Report
- City Council Study Session Presentation and Report

2.7 Develop Recommended Improvements and Programming

Incorporating community input and comments from the Commissions and Council, the MIG Team will develop a set of recommended improvements and programming for the Lawrence-Mitty site. The City and MIG will meet to review the recommendations and consider directions for the three alternatives.

Deliverables:

- Written Recommendations for Improvements and Programming
- Meeting Notes highlighting key decisions and next steps

2.8 Phase 2 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 3 – CONCEPTUAL DESIGN ALTERNATIVES

3.1 Development Concept Alternatives and Costs

The MIG Team will create three (3) rough draft alternatives for initial review by the City that utilize planning studies and reports and incorporate community input, feedback from the City, and comments from the commission/council reviews. MIG will incorporate the City's consolidated input to finalize three (3) final alternatives for presentation to the community and prepare a rough order of magnitude cost estimate for each. Each Conceptual Design Alternative will include a colored plan with callouts for program elements. Precedent images will be used to help the community envision the various program elements.

Deliverables:

- Conceptual Design Alternatives (PDF and 1 hard copy)
- Meeting Notes from Consultant and City staff design review of Draft Concepts
- 3 Conceptual Design Alternatives (PDF)
- Rough order of magnitude cost estimate for each alternative (PDF and Excel)

3.2 Develop Graphics and Outreach Tools

MIG will develop graphics and outreach tools to continue to engage the community, Commissions, and City Council for additional input as outlined in the RFQ.

Deliverables:

- Draft Graphics for Review (PDF)
- Final Graphics (PDF for one Zoom meeting, large-size prints for one on-site open house)
- Draft Mailer of 3 Conceptual Design Alternatives for City staff review (PDF)
- Final Postal Mailer of 3 Conceptual Design Alternatives to be sent to the public (PDF)

3.3 Community Meetings (2): Alternatives

MIG will organize and present the three community-driven design alternatives for public input with tools designed to help the community arrive at one final plan. Final planning will be confirmed with the City, but is currently assumed to be one Zoom meeting and one in-person casual open house similar to Phase 2.

Deliverables:

- Two (2) Meeting Agendas and Notes from Alternatives Community Presentation and Feedback Meetings

3.4 Community Pop-Up Events (2)

MIG will organize and present at two (2) community pop-up events to solicit additional input from key stakeholder groups identified earlier in Phase 1. Examples include a table at a Farmer's Market or School, joining a neighborhood block meeting, or similar style event. The intent of these events is to solicit input from additional park users, or future users, by going to them.

Deliverables:

- Printed materials for Two (2) Community Pop-Ups

3.5 Analysis of Community Input

Community meeting results will be compiled into a summary report for review by the City and for use in upcoming Commission/Council presentations. MIG and the City will meet to review results and direction prior to Commission/Council presentations.

Deliverables:

- Analysis and Synthesis Report of community input and meeting findings
- Meeting Notes highlighting key decisions and next steps

3.6 Commissions and City Council Presentations (3): Alternatives

MIG will prepare slideshows and present to the Parks and Recreation Commission, the Bicycle-Pedestrian Commission, and City Council to receive feedback. The presentation will include a summary of input and priorities from the community meetings.

Deliverables:

- Prepare draft slideshow presentation for City approval and final version
- Parks and Recreation Commission Meeting Agenda, Presentation, and Report
- Bicycle-Pedestrian Commission Meeting Agenda, Presentation, and Report
- City Council Study Session Presentation and Report

3.7 Develop Preferred Conceptual Design Plan

MIG and the City will meet to discuss community input and Commission/Council feedback, recommendations, and direction for a Preferred Concept. This may be one chosen alternative or a combination of alternatives. MIG will produce a single Draft Conceptual Design for the site for review with the City and incorporate feedback into the Final Conceptual Design.

Deliverables:

- Draft Conceptual Design Plan (PDF)
- Final Conceptual Design Plan (PDF)

3.8 Phase 3 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 4 – DRAFT AND FINAL CONCEPTUAL PLAN

4.1 Develop Draft Conceptual Plan Report

MIG will prepare a draft outline for the Lawrence-Mitty Park and Trail Conceptual Plan. The approach and specific sections will be confirmed with the City, followed by creation of the full draft for City review. The draft conceptual plan will be the culmination of key elements of design, input provided by the public, site study findings, and the physical and jurisdictional constraints of the site. MIG and the City will meet to discuss the City's consolidated review comments and determine final edits.

Deliverables:

- Draft Lawrence-Mitty Park and Trail Conceptual Plan (PDF)
- Meeting Notes from Draft Implementation Plan Review Meeting with City staff

4.2 Present Draft Conceptual Plan to Community

MIG recommends that the Draft Conceptual Plan be posted on the City's website for comments due to the difficulty of reviewing a lengthy document in a public meeting. This can be followed by a Zoom Open House, including a brief summary presentation and plenty of time for questions and answers. We will be happy to make adjustments to this plan if the City prefers a different format.

Deliverables:

- JPEGs of major maps and a PDF of the document for the City website
- Draft and Final slideshow
- Meeting Agenda and Notes from the Community Presentation/Meeting

4.3 Present Draft Conceptual Plan to Commissions and City Council (4)

MIG will present the Draft Conceptual Plan to the Park and Recreation Commission, Bicycle-Pedestrian Commission, Planning Commission and City Council for final input and consideration of minor edits.

Deliverables:

- Draft and Final slideshow
- Meeting Agenda and Notes from each of the four (4) Presentations/Meetings

4.4 Finalize Conceptual Plan

MIG will collect input from meeting reviews and incorporate edits from stakeholders as directed by the City. There will be one (1) Draft Conceptual Plan review meeting with City staff to ensure all design and study elements are incorporated prior to final Conceptual Plan submittal.

Deliverables:

- Lawrence-Mitty Park and Trail Master Plan (2 printed/bound copies; 1 unbound copy; PDF)

4.5 Develop Cost Estimate and Implementation/Phasing Timeline

MIG will provide to the City, in a document separate from the Conceptual Plan, a rough order of magnitude cost estimate for implementation of the final conceptual design, including the specifics noted in the RFQ. MIG will also submit a proposed implementation and phasing timeline for completion of the built infrastructure reflected in the adopted Master Plan.

Deliverables:

- Rough Order of Magnitude Cost Estimate for Conceptual Plan Implementation electronic (PDF and Excel)
- Proposed Conceptual Plan implementation and phasing timeline for site improvements with consideration of timeline for jurisdictional permits or permissions in MS Project format. (PDF)

4.6 Present Final Conceptual Plan to City Council for Acceptance

MIG will present the Conceptual Plan in collaboration with City staff to City Council for final approval, which is required for adoption as City policy.

Deliverables:

- One (1) Meeting Agenda and Notes from the final Acceptance Meeting

4.7 Phase 4 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 5 – CEQA

MIG assumes the project will qualify for an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and will prepare an analysis of the project according to the CEQA Guidelines and City of Cupertino requirements. The final IS/MND will be presented to the City Council for adoption with the approval of the Conceptual Plan.

5.1 Prepare Administrative Draft Initial Study

MIG will prepare and electronically submit for the City's review an Administrative Draft Initial Study. The submittal will include copies of all technical studies.

Deliverables:

- Administrative Draft Initial Study
- Technical studies – Air quality/greenhouse gas emissions, biological resources, hazardous materials (Updated Phase I Environmental Site Assessment, limited soil testing), transportation (VMT project screening and multimodal/pedestrian safety impact analysis memo)

5.2 Prepare Public Draft Initial Study/Mitigated Negative Declaration

MIG will address any comments from the City on the Administrative Draft IS and then produce a Screen Check document for final City approval. Once the Screen Check document is approved, MIG will prepare the Public Draft IS/MND for public circulation and a PDF version for the City to post on the City's website.

Deliverables:

- Screen Check IS
- Public Draft IS/MND for public circulation
- PDF Version Public Draft IS/MND for posting on City's website

5.3 Prepare Final IS/MND, Mitigation Monitoring and Reporting Program, and Notice of Determination

Following conclusion of the 30-day public review period, MIG will prepare the Administrative Draft and Screen Check Response to Comments documents that will contain a summary of all comments received during the public comment period, responses to comments, and changes to the Draft IS text or errata as necessary. Concurrent with the preparation of the Response to Comments, MIG will finalize the Mitigation Monitoring and Reporting Program (MMRP) and prepare a Notice of Determination (NOD) for the City to finalize and submit to the County Clerk's office and the State Office of Planning and Research.

Deliverables:

- Administrative and Screen Check versions of Responses to Comments
- Final MMRP
- Draft NOD
- Prepare any required documents containing findings and resolution for certification, public notice, and/or filing of environmental documents as needed

5.4 Attend Public Meetings/Hearings

MIG's CEQA Director will attend one (1) remote community meeting held by the City (estimated at 2 hours) and two (2) remote public hearings. In addition to the public meetings and hearings,

the MIG CEQA Director and CEQA Project Manager will attend one (1) remote CEQA Kick-off meeting with City staff.

5.5 Phase 5 City Coordination and Project Management

MIG's CEQA Project Manager will be the primary point of contact for CEQA work and will keep the City apprised of project progress at key points. Weekly meetings are not anticipated in this phase.

Assumptions, Exclusions & Additional Services

The MIG team's assumptions for included scope and level of work effort are based on the scope of work outline in the RFQ. If a need arises in the Phase 1 analysis period for additional survey information or studies, beyond what is currently scoped, the City and MIG team will work together to determine the corresponding effort and fee to deliver these additional scope items. All meetings, except where noted, are assumed to be remote via screen share, which enables more team members to participate efficiently. A single round of consolidated comments for each City review item is assumed.

Additional Services:

The MIG Team has a broad range of experience, skills and services. The following is a non-exhaustive list of items that are not included in this scope but could be provided as additional services if they are needed or desired by the City:

- Use of Maptionnaire is noted as an Optional Task/Additional Service, and could supplement the public survey task
- Additional community engagement beyond the scoped items in the process (including digital advertisement, intercept surveys, additional surveys/workshops/open houses/pop-up events).
- Additional public meetings beyond the scoped items in the process (including attending City Council meetings, public hearings, hearing examiner meetings, public open houses, and local association meetings).
- City project team meetings beyond those listed
- Additional design alternative drafts or renderings other than those listed.
- Development, Documentation and Implementation of Design Phases other than listed.
- Preparation of construction documents.
- Construction Administration services.
- Preparation of special studies outside our scope of work.
- Intensive research and testing to determine conditions of existing site utilities (i.e., potholing, smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Utility Relocation Plans
- Supplemental surveying services
- Appeal, Design Exception, and Alternative Review applications.
- Services related to future facilities and improvements.

- Design of water capture/re-use systems, pump stations, sump pumps, or force mains for sanitary sewer or storm drainage systems, if required.
- Design of systems to comply with or obtain LEED certification, including preparation of LEED documentation and addressing review comments from the USGBC.
- Design for areas outside of the limits noted in the RFQ.
- Value Engineering. If the MIG Team is needed to assist with VE and/or bid negotiations, it is available on a Time and Materials basis.

Project Scope Assumptions:

- *CLIENT*: 'The City' refers to the City of Cupertino's Lawrence Mitty project team.
- *DELIVERABLES*: Unless otherwise indicated, all deliverables will be provided in PDF format. Native files will be created in software selected at the consultant team's discretion. If the City desires printed copies or specific file formats, the MIG Team is happy to work with the City to develop a strategy that meets the project's budget and needs.
- *IN-PERSON MEETINGS*: Team meetings and most community engagement events are assumed to be virtual with some limited outdoor engagement events where noted.
- *TRANSLATION*: All documentation will be in English; however, as an additional service, the MIG Team can provide exhibits in other languages.
- *CONSOLIDATED COMMENTS*: The City will provide MIG with (1) set of vetted and consolidated comments from all parties/agencies in all tasks involving review and feedback.
- *PERMIT FEES*: All permit fees and agency charges will be paid by others, if applicable.
- *OFFSITE UTILITIES/STREET/PARKING DESIGN*: Offsite utility or street/parking design beyond the identified park and trail area is not included in this proposal.
- *ENVIRONMENTAL WORK*: Floodplain, wetland, soil remediation or environmental work outside of what is noted is not included in this proposal.
- *CONSTRUCTION TESTING + INSPECTIONS*: Not included.

**FIRST AMENDMENT TO AGREEMENT 402 BETWEEN
THE CITY OF CUPERTINO AND MIG, INC. FOR
COMPLETION OF THE LAWRENCE-MITTY PARK
AND TRAIL MASTER PLAN**

This First Amendment to Agreement 402 between the City of Cupertino and MIG, Inc., is by and between the City of Cupertino, a municipal corporation (hereinafter "City") and MIG, Inc., a Corporation ("Contractor") whose address is 2055 Junction Ave., Suite 205, San Jose, CA 95131, and is made with reference to the following:

RECITALS:

- A. On December 09, 2021 Agreement 402 ("Agreement") was entered into by and between City and Contractor for Completion of the Lawrence-Mitty Park and Trail Master Plan.
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. **Paragraph 4.1 Maximum Compensation** of the Agreement is modified to read as follows: Maximum Compensation: City will pay Consultant for satisfactory performance of the Service a total amount that will be based upon actual costs but that will be capped so as not to exceed \$343,784.00 ("Contract Price"), based on the budget and rates set forth in Exhibit C, Compensation, and attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price. Exhibit A of the Agreement is modified to include Exhibit A-1, Additional Services, attached hereto.
2. **Paragraph 4.3 Additional Services** of the Agreement is modified to read as follows: City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$28,500.00. Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in Exhibit C. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site. Exhibit A of the Agreement is modified to include **Exhibit A-1, Additional Services**, attached hereto.
3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

By Jim Throop
Title City Manager
Date Feb 28, 2022

MIG, INC.

By Christopher J. Beyer
Title Vice President / Chief Development Officer
Date Feb 25, 2022

APPROVED AS TO FORM

Christopher D. Jensen
City Attorney

ATTEST:

Kristen Squarone
City Clerk
Date Feb 28, 2022



February 17, 2022

Lisa Cameli, Project Manager
City of Cupertino
City Hall
10300 Torre Ave.
Cupertino, CA 95014

Re: Additional Services Lawrence-Mitty Park and Trail Master Plan (MIG proj. no. 30903)

Dear Lisa,

As identified at our site visit and discussed in email follow up, there are several additional site study needs for the Lawrence Mitty project that will enable our team to prepare complete Phase 1 technical studies. The following summarizes our request for additional work and fees that are above and beyond the original contract, signed Dec. 9, 2021. All other terms in the original contract remain in effect.

Following is a summary of our additional services request:

Site Survey Work (by BKF) \$20,000

BKF will survey the additional trees and catch basins not shown on the provided site survey by Alta. Work will be tracked on a time and materials basis and may not require full funds to complete. The amount listed is the maximum. Details:

- It will take about 5 days of work in the field to pick up all the trees based on the Arborist markup of the ALTA Survey area and onsite, inside the walls and fencing along Lawrence Expressway.
- The control for the tree survey will be linked to the Alta survey control on the same datum.
- The tree survey information will be converted to CAD and shown on an Exhibit showing the ALTA survey linework as well.
- The 2 outfall pipes visually located in the creek area will have their exiting inverts dipped.

Tree Assessment (by SBCA Tree Consulting) \$4,600

The arborist scope, per the RFQ, was based on assessing the quantity of trees shown on the provided Alta survey. There are now more trees, which require tagging and additional assessment time. Work is tracked on a Per Tree basis and this is the amount needed to complete the site work and final tree count. See attached modified proposal and rate sheet for additional detail.

Lisa Cameli
February 17, 2022
Page 2 of 2

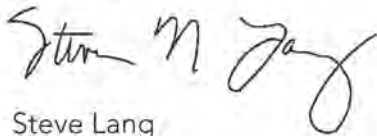
Noise Study (by MIG)..... \$3,900

This covers the additional labor for switching from the approved ambient noise survey with unattended long-term measurements to the current approach involving attended short-term measurements. See attached Noise Study Budget Memo for additional detail, along with the Noise Study Methods document, which outlines the protocol.

Total: \$ 28,500

Please feel free to contact us with any questions or additional information needed.

Sincerely,



Steve Lang
Principal, MIG

Please sign below to indicate your agreement to the terms outlined in this letter as a revision to the original contract and budget.

Lisa Cameli, Project Manager
City of Cupertino

Date

SBCA Tree Consulting

1534 Rose St
Crockett, CA 94525
Phone # 510-787-3075
Fax # 510-787-3065
E-mail: steve@sbcatree.com
Web Site: www.sbcatree.com

Estimate

Date	Estimate #
9/9/2021	21-578

2/14/2022

Name / Address
MIG, Inc. 800 Hearst Avenue Berkeley, California 94710

Project
Lawrence-Mitty

Item	Description	Qty	Rate	Total
Tree Survey	Proposal to Provide Arborist Services - Lawrence-Mitty Park and Trails Survey all trees identified in the scope provided by MIG, Inc. Record data on: - Species - Common Name - DBH - Height - Spread - Flow line damage - Health and structural condition - Suitability for retention - Pruning or health mitigation recommendations - RPZ (Root Protection Zones) - Pertinent arborist notes Data will be submitted in Excel data sheets. Tree location map and summary report to be included.	150 364	30.00 \$25	4,500.00 \$9,100
Report	Prepare report to address System Master Plan and City objectives to create open spaces. Provide Tree Protection Specifications for trees where underground improvements will enroach into Root Protection Zones. Identify existing trees or plant materials on abutting properties that could influence site design or be impacted by the project.	1	5,000.00	5,000.00
Meeting	Attend (1) pre-inventory meeting with City Project Manager and Arborist. Two arborists.	2	250.00	500.00
Office	<u>Optional:</u> Report modifications based on City review and approval of arborist report. <u>Arborist will only charge for services rendered.</u> The amount of this invoice will not be exceeded without prior written approval of MIG and the City of Cupertino.	5	200.00	1,000.00
Sent Out	Total			\$11,000.00 \$15,600

Difference of \$4,600

ARBORIST SCHEDULE OF RATES

SBCA TREE CONSULTING

1534 Rose Street
Crockett, CA 94525
Phone (510) 787-3075
Fax (510) 787-3065
E-mail: steve@sbcacree.com, molly@sbcacree.com
Website: www.sbcacree.com

Stephen Batchelder, Consulting Arborist

WC ISA Certified Arborist #0228A
CaUFC Certified Urban Forester #134
State Contractor License (C-27) 533675
FEDERAL TAX EIN # 32-0512307
Insured: Liability, E&O and Workman's Comp.

Molly Batchelder, Consulting Arborist

WC ISA Certified Arborist #9613A
Tree Risk Assessment Qualified (TRAQ)

Description of Services

Rates

First Visit - (2 arborists)	\$250 per hr.
Standard Rate for Arborist Services:	\$200 per hr.
Travel Time: Time over 30 min from office.	\$150 per hr.
Arborist Reports:	\$200 per page
Tree Appraisal Reports:	\$250 for first tree, \$25 per each additional tree
Tree Surveys:	\$1200 or \$25 per tree
Legal: Depositions and Expert Witness	\$250 per hour
• Soil & Tissue Analysis:	\$100 per sample
◦ Samples are sent to a laboratory for analysis.	
• Plant Pathologist	\$100 per sample
◦ Culture and identification by plant pathologist	
Out of Town Daily Rate Consulting (10 hr.):	\$2000 + expenses
Rush fee:	\$500
City Rates are by Contract	
Payment: Due upon receipt of services and invoice.	



2055 JUNCTION AVE., SUITE 205
SAN JOSE, CA 95131
650.327.0429
WWW.MIGCOM.COM

Memorandum

To: Lisa Cameli, City of Cupertino
CC: Jan Eiesland, MIG
From: Chris Dugan
Re: Lawrence Mitty Park and Trail Master Plan Noise Study Budget Amendment
Date: February 1, 2022

MIG, Inc. (MIG) has prepared this memorandum at the request of the City of Cupertino (City). This memorandum briefly summarizes a budget amendment request for the Lawrence Mitty Park and Trail Master Plan Noise Study.

Budget Amendment Request

MIG's approved scope of work for the Master Plan included 10 hours of staff time and \$269 in expenses related to the ambient noise monitoring survey needed to prepare the Master Plan's Noise Study. This level of effort assumed

- An initial trip to the site to install two long-term (LT) noise meters and conduct four hours of short-term (ST) noise monitoring. The LT meters were assumed to run for 48 to 72 hours.
- A second trip to the site to breakdown and remove LT meters from the site.

Subsequent to the City's approval of MIG's scope, the City and MIG have determined that it is not feasible to leave noise monitoring equipment onsite overnight due to safety and security concerns. A subsequent plan to install an LT meter at a private residence to the west of the Master Plan area was evaluated and determined to be infeasible due to legal and scheduling concerns. Accordingly, MIG has modified its approach to conduct two short-term ambient noise surveys of the Master Plan area. This change results in more staff time at the site (from 6 to 24) hours to account for adequate monitoring of a variety of traffic conditions, as well as additional data download, qa/qc review, and processing time, but currently does not increase the number of trips to the site as only two ambient noise monitoring surveys are currently proposed by MIG. MIG's ambient noise monitoring survey methodology is described in a separate memo (MIG 2022).

The budget amendment request to support the current ambient noise monitoring survey methodology is summarized in the table below.

Lawrence Mitty Park and Trail Master Plan Noise Study Budget Amendment

Lawrence Mitty Park and Trail Master Plan Noise Study Budget Amendment Request			
Task/Subtask	Labor Cost	Expenses	Total Budget
<u>APPROVED NOISE STUDY</u>			
1.7 Noise Study	\$11,430	\$537	\$11,967
<i>Ambient Noise Survey</i>	<i>\$2,100</i>	<i>\$537</i>	<i>\$2,637</i>
<u>REQUESTED NOISE STUDY</u>			
1.7 Noise Study	\$15,330	\$537	\$15,867
<i>Ambient Noise Survey</i>	<i>\$6,000</i>	<i>\$537</i>	<i>\$6,537</i>
<u>NET BUDGET AMENDMENT</u>			
1.7 Noise Study	+\$3,900	\$0	+\$3,900
<i>Ambient Noise Survey</i>	<i>+\$3,900</i>	<i>\$0</i>	<i>+\$3,900</i>

References

The following references were used to prepare this memorandum.

MIG 2022. *Draft Memorandum – Lawrence Mitty Park and Trail Master Plan – Noise Study Methodology*. February 1, 2022.



2055 JUNCTION AVE., SUITE 205
SAN JOSE, CA 95131
650.327.0429
WWW.MIGCOM.COM

DRAFT Memorandum

To: Lisa Cameli, City of Cupertino
CC: Jan Eiesland, MIG
From: Chris Dugan
Re: Lawrence Mitty Park and Trail Master Plan – Noise Study Methodology
Date: February 1, 2022

MIG, Inc. (MIG) has prepared this memorandum at the request of the City of Cupertino (City). This memorandum briefly summarizes the methodology that MIG will use to prepare the technical noise study for the proposed Lawrence Mitty Park and Trail Master Plan.

Study Background, Purpose, and Methodology

As identified by the City (2021), “The Lawrence-Mitty site is immediately adjacent to the Lawrence Expressway, an arterial roadway that has high volumes of traffic. This traffic causes consistent, high levels of noise. When the site was designated as a stockpiling area for the County and was not typically used by the public this was not problematic. Now that the site will be developed as a park more careful consideration of noise levels needs to be taken and there may be need for acoustical attenuation.”

The purposes of the technical noise study for the Master Plan are to:

- Document ambient noise levels in the Master Plan area; and
- Preliminarily evaluate the potential effectiveness of noise abatement measures for the Master Plan.

MIG will prepare the technical noise study consistent with the guidance and recommendations contained in the California Department of Transportation’s (Caltrans) Traffic Noise Protocol and Technical Noise Supplement to the Traffic Noise Protocol (Caltrans 2013, 2020). These documents generally outline Caltrans’ policies and procedures for collecting ambient noise measurements, evaluating traffic noise impacts, and determining the feasibility of noise barriers for highway projects. MIG notes the proposed Lawrence Mitty Park Project is not a highway project and, therefore, minor deviations from Caltrans’ guidance may occur during ambient noise monitoring, report preparation, etc.

MIG’s technical noise study will consist of three main parts:

- 1) An ambient noise monitoring survey to collect existing noise level data in the vicinity of the Master Plan area.
- 2) The generation of existing and future noise contour maps for the Master Plan area.
- 3) The preliminary evaluation of noise abatement measures for the Master Plan.

These tasks are described in more detail below.

Ambient Noise Monitoring Survey

MIG, Inc. will conduct ambient noise level survey in the vicinity of the Master Plan area. The ambient noise survey will:

- Provide direct observations of existing noise sources at and in the vicinity of the Master Plan area;
- Provide actual measurements of existing noise levels at and in the vicinity of the master Plan, including Lawrence Expressway traffic noise levels; and
- Identify if and how noise levels change throughout the Master Plan area.

MIG proposes to measure noise levels at up to 12 sites in the vicinity of the Master Plan area as follows:

- One (1) site location will provide a long-term (LT) record of ambient noise levels at the Project site for the duration of the noise monitoring survey, which is currently anticipated to last between a total of 14 to 16 non-consecutive hours (see schedule discussion below).
- 10 sites will consist of a series of short-term measurements (1- to 2-hours each) throughout the Master Plan area. These short-term sites will assess how noise levels vary from the LT site and across the Master Plan area in general.
- One (1) site will occur outside the Master Plan area, on Doyle Road (across Lawrence Expressway). This site will evaluate the performance and effectiveness of the noise barrier (based on actual conditions) on the east side of Lawrence Expressway that are considered representative of the primary park area of the Master Plan.

MIG's preliminary ambient noise survey sites are shown in Figures 1 to 3. MIG will collect up to three measurements simultaneously to allow MIG to compare noise levels in one part of the site to measurements in another area and to see how distance, ground cover, and topography may be influencing noise levels. All ambient noise levels will be digitally measured and logged using Larson Davis SoundTrack LxT sound level meters that meet American National Standards Institute requirements for a Type 1 integrating sound level meter. Each sound meter will be calibrated immediately before and after the monitoring period using a reference one-kilohertz (1kHz) check frequency and 114 dB sound pressure level; deviations in calibrated noise levels that exceed acceptability criteria will render measurements invalid (up to a 1dB difference is generally allowable in most cases). MIG will continuously collect noise levels in 1-minute intervals so that short-term noise events and increases in noise levels above typical background conditions may be captured. MIG will also document meteorological and other pertinent environmental factors that occurred during the noise monitoring (e.g., short-term traffic counts). All field data and records will be provided to the City in electronic format and as part of the technical noise study at the conclusion of the study.

Tentatively, to ensure the ambient noise monitoring effort captures representative daytime traffic conditions and associated noise levels, MIG proposes to conduct noise monitoring on one (1) weekday and one (1) weekend day. Scheduling options for the ambient noise monitoring include:

- Thursday, February 3rd, from approximately 7 AM to 7 PM, and Saturday, February 6th from approximately 7 AM to 5 PM; or
- Tuesday, February 15th, from approximately 7 AM to 7 PM, and Saturday, February 19th, from approximately 7 AM to 5 PM; or
- Tuesday, February 22nd, from approximately 7 AM to 7 PM, and Saturday, February 26th, from 7 AM to 5 PM.

Figure 1: Ambient Noise Monitoring Locations (Overview)



Figure 2: Ambient Noise Monitoring Locations (Northern)



Figure 3: Ambient Noise Monitoring Locations (Southern)



Generate Existing and Future Contour Maps

MIG will use the results of the ambient noise monitoring survey to calibrate traffic noise model predictions and generate existing and future noise contour maps for the Master Plan.

The collection of noise measurements adjacent to Lawrence Expressway, combined with the concurrent collection of vehicle count data, will provide direct measurement of noise levels resulting from specific traffic conditions on Lawrence Expressway. Traffic noise modeling will allow MIG to ascertain how traffic noise in the Master Plan area may change with different traffic conditions (e.g., peak hour conditions, typical free-flow conditions). MIG will use SoundPLAN to estimate existing and future typical and peak noise exposure levels on an hourly L_{eq} and a CNEL basis. SoundPLAN is a graphical noise modeling program that incorporates the Federal Highway Administration's Traffic Noise Model (TNM) algorithms for traffic noise predictions (also used by Caltrans). The ambient noise monitoring data will allow MIG to compare measured traffic noise levels against model-predicted traffic noise levels and calibrate and refine model predictions for traffic scenarios that are different than those which occurred at the time the ambient noise survey was conducted.

The ambient noise survey data, combined with accurate traffic noise model predictions, will be used to generate a noise contour map of noise levels in the park and trail area under existing and future typical and peak traffic conditions. This map will allow designers and decision makers to visually understand the magnitude and variability of noise levels in the Master Plan area.

Evaluate Preliminary Noise Abatement Measures

MIG will use the noise contour maps described above to identify, in coordination with the City, preliminary noise abatement considerations, including what, if any, noise exposure standard or guidelines are relevant to the project, and what, if any, feasible noise abatement measures may be available to reduce noise levels in the Master Plan area.

MIG will evaluate the noise reduction effectiveness of three (3) different noise barrier options. This may include a combination of different barrier locations, different barrier materials (e.g., solid wall or earthen berm), and/or different barrier design options (e.g., reflective barrier vs. adsorptive barrier).

MIG will build on the traffic noise modeling and noise contour maps described above and use SoundPLAN to model the effectiveness of potential barrier options. Using SoundPLAN, MIG will prepare updated noise contour maps showing the predicted effectiveness of each of the selected barrier options and the resulting noise levels in the Master Plan area with the noise abatement measure.

References

The following references were used to prepare this memorandum.

Caltrans 2013. *Technical Noise Supplement to the Traffic Noise Analysis Protocol*. September 2013.

_____. 2020. *Traffic Noise Analysis Protocol for New Highway Construction, Reconstruction, and Retrofit Barrier Projects*. April 2020.

City of Cupertino 2021. *Cupertino General Plan Community Vision 2015 – 2040*. December 2014.

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

Contract Number				
Date	22-Feb-22		CIP Proj #	2021-10
Designer	MIG, Inc.		NWS#	P LM 002.02.02
Contracor Address	800 Hearst Avenue Berkeley, CA 94710		Acct'g #	280-99-009

Distribution	SusanM@Cupertino.org; JuliaK@Cupertino.org; LisaC@Cupertino.org Stevel@miacom.com
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Amendment #	1
Consultant #	5146
Description	Additional Site Tree Inventory to record trees 4" in Diameter and greater. Additional Survey Services for additional trees identified. Additional Services related alterations to Noise Study Methods. See attached Scope of Work Documents for Amendment #1
Schedule Impact	N/A
Revised Design Completion Date:	N/A
Amount	\$ 28,500.00

Contract Amount: Design Services	\$	293,784.00
City Council Approved Contingency	\$	50,000.00
City Council Approved Appropriation Limit	\$	343,784.00

		Original Contract Amount:	\$ 293,784.00
CA#	Description	Amount	
1		\$	28,500.00
		Total Contract Amendments	\$ 28,500.00

Design Services - Revised Contract Amount \$ 322,284.00

Council Approval Needed? No

Design
Professional

Reviewed By:	Stave Lang
	Date: 2/22/2022

City Project
Manager

Reviewed By:	Lisa Cameli
	Date: 2/22/2022



DESIGN PROFESSIONAL SERVICES AGREEMENT (SINGLE) **WITH MIG, INC**

1. PARTIES

This Agreement is made by and between the City of Cupertino, a municipal corporation ("City"), and MIG, Inc ("Consultant"), a Corporation for Completion of the Lawrence-Mitty Park and Trail Master Plan ("Project"), and is effective on the last date signed below ("Effective Date").

2. SERVICES

2.1 Basic Services. Consultant agrees to provide the Basic Services for the Project, which are set forth in detail in the Scope of Services, attached here and incorporated as **Exhibit A**, and as further specified in Consultant's written Proposal as approved by City, except for any provision in the Proposal which conflicts or is inconsistent with this Agreement and the Exhibits hereto, or as otherwise expressly rejected by City. Consultant further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Additional Services. City may request at any time during the Contract Time that Consultant provide additional services for the Project, which are not already encompassed, expressly or implicitly, in the Agreement, the Scope of Services, or the Proposal ("Additional Services"). Additional Services must be authorized in writing by City and Consultant will not be paid for unauthorized Additional Services rendered. Additional Services are subject to all the provisions applicable to Basic Services, except and only to the extent otherwise specified by City in writing.

All references to "Services" in the Agreement include Basic Services and Additional Services, unless otherwise stated in writing. The Services may be divided into separate sequential tasks, as further specified in this Agreement, the Scope of Services, and Consultant's Proposal.

Consultant is solely responsible for its errors and omissions and those of its subconsultants, and must promptly correct them at its sole expense. Consultant must take appropriate measures to avoid or mitigate any delay, liability, and costs resulting from its errors or omissions.

3. TIME OF PERFORMANCE

3.1 Term. This Agreement begins on the Effective Date and ends on December 31, 2023, unless terminated earlier as provided herein ("Contract Time"). The City's appropriate department head or 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. All Services must be provided within the times specified in **Exhibit B**, Schedule of Performance, attached and incorporated here. Consultant must promptly notify City of any actual or potential delay in providing the Services as scheduled to afford the Parties adequate opportunity to address or mitigate delays. If the Services are divided by tasks, Consultant must begin

work on each separate task upon receiving City's Notice to Proceed ("NTP"), and must complete each task within the time specified in **Exhibit B**.

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

4. COMPENSATION

4.1 Maximum Compensation. City will pay Consultant for satisfactory performance of the Basic Services and Additional Services, if approved, a cumulative total amount that will be capped so as not to exceed \$293,784.00 ("Contract Price"), as specified in **Exhibit C, Compensation**, attached and incorporated here. The Contract Price includes all expenses and reimbursements and will remain in place even if Consultant's actual costs exceed the capped amount. No extra work or payment is permitted in excess of the Contract Price.

4.2 Basic Services. City will pay Consultant \$293,784.00 ("Lump Sum Price") for the complete and satisfactory performance of the Basic Services in accordance with Exhibit C. The Lump Sum Price is inclusive of all time and expenses, including, but not limited to, sub-Consultants' costs, materials, supplies, equipment, travel, taxes, overhead, and profit. If the Basic Services are not fully completed, Consultant will be compensated a percentage of the Lump Sum Price proportionate to the percentage of Basic Services that were completed to City's reasonable satisfaction.

4.3 Additional Services. City has the discretion, but not the obligation, to authorize Additional Services up to an amount not to exceed \$0.00 Additional Services provided to City's reasonable satisfaction will be compensated on a lump sum basis or based on time and expenses, in accordance with the Hourly Rates and Reimbursable Expenses Schedules included in **Exhibit C**. If paid on an hourly basis, Consultant will be compensated for actual costs only of normal business expenses and overhead, with no markup or surcharge ("Reimbursable Expenses"). Consultant will not be entitled to reimbursement for copying, printing, faxes, telephone charges, employee overtime, or travel to City offices or to the Project site.

4.4 Invoices and Payments. Monthly invoices must describe the Services completed and the Amount due for the preceding month. City will pay Consultant within thirty (30) days following receipt of a properly submitted and approved invoice for Services. The invoice must separately itemize and provide subtotals for Basic Services and Additional Services, and must state the percentage of completion for each task, as specified in **Exhibit C**. City will notify Consultant in writing of any disagreements with the invoice or the stated percentage of completion of tasks. If the disagreement is unresolved, City will pay Consultant only for the undisputed portion of the Services. Disputed amounts shall be subject to the Dispute Resolution provision of this Agreement.

- a. Time and Expenses.** For Additional Services provided on an hourly basis, each invoice must also include, for each day of Services provided: (i) name and title of each person providing Services; (ii) a succinct summary of the Services performed by each person; (iii) the time spent per person, in thirty (30) minute increments; (iv) the hourly billing rate or Sub-Consultant charge and payment due; and (v) an itemized list with amounts and explanation for all permitted reimbursable expenses.

- b. Rates and Receipts.** All hourly rates and reimbursable expenses must conform to the City- approved rates set forth in **Exhibit C**, which will be in effect for the entire Contract Time. Each invoice must attach legible, dated receipts for Reimbursable Expenses.

5. INDEPENDENT CONTRACTOR

5.1 Status. Consultant is an independent Consultant and not an employee, partner, or joint venture of the City. Consultant is solely responsible for the means and methods of performing the Services and shall exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant in performing the Services. Consultant is not entitled to health benefits, worker's compensation, retirement, or any City benefit.

5.2 Qualifications and Standard of Care. Consultant represents on behalf of itself and its sub-Consultants that they have the qualifications and skills to perform the Services in a competent and professional manner, as exercised by design professionals performing similar services in the San Francisco Bay Area. Services may only be performed by qualified and experienced personnel or subconsultants who are not employed by City and do not have any contractual relationship with City excepting this Agreement. All Services must be performed as specified to City's reasonable satisfaction.

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

5.4 Sub-Consultants. Unless prior written approval from City is obtained, only Consultant's employees and sub-Consultants whose names are included in this Agreement and incorporated Exhibits may provide Services under this Agreement. Consultant must require all sub-Consultants to furnish proof of insurance for workers' compensation, commercial liability, auto, and professional liability in reasonable conformity to the insurance required of Consultant. The terms and conditions of this Agreement shall be binding on all sub-Consultants relative to the portion of their work.

5.5 Tools, Materials, and Equipment. Consultant will supply and shall be responsible for all tools, materials, and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Consultant 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. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Consultant'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 Consultant. 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 Consultant, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Consultant 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.

5.7 Errors and Omissions. Consultant is solely responsible for its errors and omissions and those of its sub-Consultants, and must take prompt measures to avoid, mitigate, and correct them at its sole expense.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

During the Contract Time, Consultant 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. Consultant shall hold in confidence all City information and use it only to perform this Agreement. Consultant shall exercise the same standard of care to protect City information as a reasonably prudent Consultant would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Subject to City meeting its payment obligations for the Services, any interest (including copyright interests) of Consultant in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium, prepared by Consultant under this Agreement ("Work Product"), 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 a third-party without prior written approval by City

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all copyrights to the Work Product prepared/created by Consultant and its sub-Consultants and all copyrights in such Work Product shall constitute City property. If it is determined under federal law that the Work Product is not "works for hire," Consultant hereby assigns to City all copyrights to the Work Product when and as created, and shall require sub-Consultants to do the same. Consultant may retain copyrights to its standard details, but hereby grants City a perpetual, non-exclusive license to use such details.

7.3 Patents and Licenses. Consultant 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 Consultant and its sub-Consultants to execute or implement any of the following, but Consultant shall not be responsible or liable for City's re-use of Work Product:

- (a) For work related to the original Services for which Consultant was hired;
- (b) To complete the original Services with City personnel, agents or other Consultants;
- (c) To make subsequent additions to the original Services; and/or
- (d) For other City projects.

7.5 Deliverables and Format. Electronic and hard copies of the Work Product constitute part of the Deliverables required under this Agreement, which shall be provided to City on recycled paper and copied on both sides, except for one single-sided original. Large-scale architectural plans and similar

items must be in CAD and PDF formats, and unless otherwise specified, other documents must be in Microsoft Office applications and PDF formats.

8. RECORDS

8.1 Consultant must maintain complete, accurate, and detailed accounting records relating to the Services and Compensation, in accordance with generally accepted accounting principles and procedures. The records must include detailed information about Consultant's performance, benchmarks, and deliverables. The records and supporting documents must be kept separate from other files and maintained for a period of four (4) years from the date of City's final payment.

8.2 Consultant will provide City full access to Consultant's books and records for review and audit, to make transcripts or copies, and to conduct a preliminary examination of all the work, data, documents, proceedings, and activities related to this Agreement. If a supplemental examination or audit of Consultant's records discloses non-compliance with appropriate internal financial controls, a contract breach, or a failure to act in good faith, City will be entitled to recover from Consultant the costs of the supplemental examination. If this is a lump sum fee Agreement, City will be provided access to records of reimbursable expenses and the instruments of service/deliverables for review and audit. This Section 8 survives the expiration/termination of this Agreement.

8.3 Consultant acknowledges that certain documents generated or received by Consultant in connection with the performance of this Agreement, including but not limited to correspondence between Consultant and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Consultant shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Consultant 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 Consultant as a legal entity will be considered an Assignment subject to City approval, which shall not be unreasonably withheld. For purposes of this provision, control means fifty percent (50%) or more of the voting power of the business entity. This Agreement binds Consultant, its heirs, successors and assignees.

10. PUBLICITY / SIGNS

Any publicity generated by Consultant for the project under this Agreement, during the term of this Agreement and for one (1) 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 Agreement, 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 or active

negligence or willful misconduct of City personnel, Consultant agrees to indemnify, defend, and hold harmless the City as follows:

a. Indemnity for Design Professional Liability: With respect to the performance of design professional services by a design professional as defined in California Civil Code Section 2782.8, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liabilities, claims, damages, losses, costs, or expenses (including, without limitation, costs, attorneys' fees, and expert fees of litigation and alternative dispute resolution) of every nature to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors (collectively and/or individually "Consultant"), in the performance of this Agreement or failure to comply with any obligations of the Agreement. If it is finally determined (through a non-appealable judgment or an agreement between City and Consultant) that liability is caused by the comparative negligence or willful misconduct of City, then Consultant's indemnification and hold harmless obligation shall not exceed Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

Irrespective of any language to the contrary in this Agreement, the Consultant has no duty to provide or to immediately pay for an up-front defense of City against unproven claims or allegations, but shall reimburse those litigation costs and expenses (including, without limitation, attorneys' fees, and expert fees) incurred by the City to the extent caused by the negligence, recklessness, or willful misconduct of Consultant. In no event shall the cost to defend charged to Consultant exceed Consultant's proportional percentage of fault, except as described in Section 2782.8(a) and (e) of the California Civil Code.

b. Claims Involving Intellectual Property. Consultant shall indemnify, defend, and hold harmless Indemnitees from and against any claim involving intellectual property, infringement, or violation of a United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights, which arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. Such costs and expenses will include reasonable attorney fees for legal counsel of City's choice, expert fees, and all other costs and fees of litigation.

c. Claims for Other Liability. Except as provided in subsections 11.1(a) and (b), to the fullest extent permitted by law, Consultant shall hold harmless, defend (with counsel agreed to by City), and indemnify City and its officers, officials, agents, employees, and volunteers (collectively and/or individually "City") from and against any and all liability, claim, loss, damage, expense, costs (including, without limitation, costs, attorneys' fees, and expert fees of litigation) of every nature arising out of, related to, or in connection with the performance of work hereunder by Consultant or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or sole willful misconduct of the City.

Consultant's duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend as stated herein.

11.2 Consultant will assist City, at no additional cost, in the defense of any claim, dispute, or lawsuit arising out of this Agreement. Consultant's duties herein are not limited to or subject to the Contract Price, to Workers' Compensation claims, or to the Insurance or Bond limits and provisions. Nothing in this Agreement shall be construed to give rise to an implied right of indemnity in favor of Consultant against any Indemnitee.

11.3 Consultant agrees to pay the reasonable costs City may incur in enforcing this provision related to Consultant's indemnification duties, including reasonable attorney fees, fees for legal counsel acceptable to City, expert fees, and all other costs and expenses related to a claim or counterclaim, a purchase order, another transaction, litigation, or dispute resolution. Without waiving any rights, City may deduct money from Consultant's payments to cover moneys due to City.

11.4 Consultant 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 Consultant 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.

11.5 This Section 11 shall survive expiration or termination of this Agreement.

12. INSURANCE

On or before the Contract Time commences, Consultant shall furnish City with proof of compliance with City Insurance Requirements, attached and incorporated here as **Exhibit D**. City will not execute the Agreement until Consultant has submitted and City has reasonably approved receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Alternatively, City may terminate this Agreement or in its sole discretion purchase insurance at Consultant's expense and deduct costs from payments to Consultant.

13. COMPLIANCE WITH LAWS

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

13.2 Labor Laws. Consultant shall comply with all labor laws applicable to this Agreement. If the Services include a "public works" component, Consultant must comply with prevailing wage laws under Labor Code Section 1720 and other labor laws. To the extent applicable, Consultant must comply with City's Labor Compliance Program and with state labor laws pertaining to working days, overtime, payroll records and DIR Registration and Oversight. If the Contract Price is \$30,000 or more, Consultant must comply with the apprenticeship requirement in Labor Code Section 1777.5.

13.3 Discrimination Laws. Consultant 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. Consultant shall comply with all anti-discrimination laws, including

Government Code Section 12900 and 11135, and Labor Code Section. 1735, 1777, and 3077.5.

Consistent with City policy prohibiting it, Consultant understands that harassment and discrimination by Consultant or any of its sub-Consultants toward a job applicant, an employee, a City employee, or any other person is strictly prohibited. Consultant agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Consultant shall comply with all conflict of interest laws and regulations applicable to this Agreement and must avoid any conflict of interest. Consultant 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. Consultant may be required to file a conflict of interest form if Consultant makes certain governmental decisions or serves in a staff capacity, as provided in Section 18700 of Title 2 of the California Code of Regulations and other laws. Services may only be performed by persons who are not employed by City and who do not have any contractual relationship with City, with the exception of this Agreement. Consultant is familiar with and agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. A violation of this Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursement, or terminating this Agreement. City reserves all its rights and remedies under law and this Agreement, including the right to seek indemnification under Section 11. Consultant agrees to indemnify, defend, and hold City harmless from and against any loss, liability, and expenses arising from noncompliance with this Section.

14. PROJECT COORDINATION

14.1 City Project Manager. The City's Project Manager for all purposes under this Agreement will be Lisa Cameli, who shall have the authority to manage this Agreement and oversee the progress and performance of the Services. City in its sole discretion may substitute another Project Manager at any time and will advise Consultant of the new representative.

14.2 Consultant Project Manager. Subject to City's reasonable approval, Consultant's Project Manager for all purposes under this Agreement will be Steven Lang, who shall be the single representative for Consultant with the authority to manage compliance with this Agreement and oversee the progress and performance of the Services. This includes responsibility for coordinating and scheduling the Services in accordance with City instructions, service orders, and the Schedule of Performance, and providing regular updates to the City's Project Manager on the Project status, progress, and any delays. City written approval is required prior to Consultant substituting a new Project Manager, which shall result in no additional costs to City or Project delays.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project with thirty (30) calendar days written notice to Consultant. Consultant 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. No close out work shall be conducted without City reasonable approval of closure costs, which may not exceed ten percent (10%) of the total time expended to the date of abandonment. All charges including job closure costs will be paid in accordance with the provisions of this Agreement and within thirty (30) days of Consultant's final invoice reasonably approved by the City.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time, following reasonable written notice to Consultant at least thirty (30) calendar days prior to the termination date. Consultant will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Consultant closes out the Services and delivers all Work Product to City. All charges approved by City including job closure costs will be paid within thirty (30) days of Consultant's final invoice.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California, excepting any choice of law rules which may direct the application of laws of another jurisdiction. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Consultant must comply with the claims filing requirements under the Government Code prior to filing a civil action in court against City. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). If a dispute arises, Consultant 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. This Section 18 survives the expiration/termination of this Agreement.

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 any breach shall not be deemed to constitute waiver of another term, provision, covenant, or condition or a subsequent breach, whether of the same or a different character

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of the Parties, of every kind or nature, and supersedes any and all other agreements and understandings, either oral or written, between them. 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 this 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 contractual provision or clause that may be required by law is deemed to be included and will be inferred in this Agreement. Either party may request an amendment to cure any mistaken insertion or omission of a required provision.

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.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement ends, including without limitation those referenced in specific Sections herein, survive this Agreement and shall remain in full force and effect.

26. NOTICES

All notices, requests, and approvals must be sent to the persons below in writing to the persons below, and will be considered effective on the date of personal delivery, the delivery 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:

To City of Cupertino: Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014 Attention: Lisa Cameli Email: LisaC@cupertino.org	To Consultant: MIG, Inc 2055 Junction Ave, Suite 205 San Jose, CA 95131 Attention: Steven Lang Email: SteveL@migcom.com
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27. EXECUTION

The person executing this Agreement on behalf of Consultant represents and warrants that Consultant has the right, power, and authority to enter into this Agreement and carry out all actions herein, and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Consultant. 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.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the Effective Date stated earlier in this Agreement.

CITY OF CUPERTINO

A Municipal Corporation

By *Dianne Thompson*

Name Dianne Thompson (she/her)

Title Acting City Manager

Date Dec 9, 2021

MIG, INC

By *Chris Beynon*

Name Chris Beynon

Title Vice President/Chief Development Officer

Date Nov 24, 2021

APPROVED AS TO FORM:

Christopher D. Jensen
CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

Kirsten Squarcia
KIRSTEN SQUARCIA
City Clerk
Date Dec 9, 2021



Lawrence Mitty Park and Trail Master Plan, Cupertino, CA

Scope of Work

November 17, 2021

MIG has prepared the following Scope of Work to illustrate how we will facilitate successful completion of the Lawrence Mitty Park and Trail Master Plan project. This scope captures and clarifies assumptions of the tasks incorporated in the attached Fee Proposal spreadsheet. The details are based on our understanding of the project requirements stated in the City of Cupertino's ("the City") Lawrence Mitty Park and Trail Master Plan RFQ, dated August 12, 2021, and Addenda. In the tasks listed below, meetings are expected to be virtual except when noted otherwise. Meeting notes allow for one set of revisions to incorporate City input per meeting notes.

Project Understanding

The City wishes to develop a Park and Trail Master Plan for the Lawrence-Mitty site ("Master Plan"), located on the east side of Cupertino between the Lawrence Expressway and Saratoga Creek, as shown in the RFQ. The purpose of the Master Plan is to determine how to best meet the future recreation, trail, and open space needs of citizens through enhancement of the site. Additionally, there is the intent to connect the Saratoga Creek Trail through the Lawrence-Mitty site to San Jose and Santa Clara to the North. The Master Plan process will result in a conceptual design for a premier park with recreation activities that will attract and accommodate all residents. The City envisions a destination that provides all ages, but especially children, with a memorable experience of outdoor play, exercise, and educational opportunities while providing much-needed open space to the east side of Cupertino, which is underserved in terms of park space and recreational opportunity. The resulting Master Plan will also provide an exciting and inviting space for all age groups through an extension of the Saratoga Creek walking and biking trail.

The comprehensive Master Plan will provide technical analysis of the site as described below, identify community values and needs, align with the City's 2020 Parks and Recreation System Master Plan and result in a ready-to-implement vision for the Lawrence Mitty park site. The City Council-approved conceptual design and report will be used to guide future recreational and programmatic decisions and capital improvement planning for the site.

PHASE 1 –EXISTING CONDITIONS AND TECHNICAL ANALYSIS

1.1 Project Kick-Off Meeting and Work Plan

The project kick-off meeting will include City staff, MIG's Project Manager (PM), and key personnel within each designated specialty to discuss design objectives, issues, and a draft work plan. Following the kick-off, MIG will develop a detailed work plan with roles, responsibilities, and schedule; prepare a data request; and coordinate a site visit.

Deliverables:

- Kick-off Agenda
- Kick-off Notes
- Draft Work Plan and Schedule
- Final Work Plan and Project Schedule (PDF)

1.2 Community Engagement Initial Planning

MIG will review existing input from the 2020 Parks and Recreation System Master Plan and 2017 community site walk. We will collaborate with City staff to identify stakeholders and prepare for outreach.

Deliverables:

- Communications Plan including schedule (PDF, Draft and Final)

1.3 Evaluate Existing Conditions Information

The MIG Team will review existing conditions information and additional background documents noted in the RFQ. BKF will evaluate existing utilities and easements, hydrologic information, and adequate survey info, and alert the City if there is a need for any additional information.

Deliverables:

- Summary report of site-specific findings and jurisdictional regulations that may impact or influence the final conceptual design for the Master Plan including specifics per the RFQ.
- Summary of how the proposed Master Plan conforms to Citywide Parks Goals and Regulations as well as requirements of other jurisdictions.
- Summary of review of existing ATLA/NSPS Land Survey and verification of site improvement and topo accuracy or statement of inconsistencies with fee proposal for corrections.
- Summary of the MIG Team's research and understanding of existing on-site and adjacent utilities, easements, and hydrologic information. Includes assessment of any potential impacts on site design concepts.

1.4 Team Site Tour

In collaboration with City staff, the MIG Team will meet at the site to walk the park and trail, observing specific concerns and discussing questions.

Deliverables:

- Meeting notes from Site Tour

1.5 Transportation Study

Hexagon Transportation Consultants will prepare a short vehicle miles travelled (VMT) project screening memo to describe how the project would be screened out of a full VMT analysis under the City's criteria. Hexagon will also analyze the potential multi-modal/pedestrian safety impacts of the park and trail project.

Deliverables:

- VMT Screening and Multimodal/Pedestrian Safety Impacts Memo

1.6 Phase I ESA Update and Phase II Investigation

Cornerstone will prepare a Phase I Environmental Site Assessment (ESA) Update, a Phase II Soil Quality Evaluation, and a Health and Safety Plan for personnel conducting earthwork activities at the site prior to the initiation of the Phase II soil sampling. Meeting attendance will be charged on a time and materials basis.

Deliverables:

- Meeting Notes from meeting documenting approach and decisions for further environmental analysis.
- Summary of full review of existing Environmental Reports for the site.
- List of any proposed additional testing locations and purpose of sampling
- Draft and Final Phase II Environmental Site Assessment Report for City review and approval
- Completion of a Phase III ESA if requested by the City and recommended in the Phase II ESA (Scope and fee to be negotiated after Phase II ESA is complete)

1.7 Acoustical Assessment for Noise Reduction

MIG will prepare a technical noise report that summarizes the existing ambient noise environment at the project site (based on measurements and modeling results), the ambient environment that could exist under three different sound attenuation options at the site, and preliminary recommendations for recreation options based on reduced noise levels. MIG's approach to completing the noise report (i.e., the protocol) will be summarized in a technical memorandum for City approval after MIG has discussed various modeling options with the City during a kick-off call. Noise reduction measures will be integrated into the final conceptual design and final Master Plan report.

Deliverables:

- Technical noise memorandum for protocol for review and acceptance (within two weeks of kick-off call)
- Draft Noise Report (PDF, within five weeks of protocol approval)
- Final Noise Report

1.8 Biological Resources Report

MIG biologists will prepare a stand-alone Biological Resources Report that will include a Jurisdictional Delineation. These reports will be used to inform the project design and as supporting documentation for the CEQA analysis and any future resource agency permits that may be required for the project.

Deliverables:

- Biological Resources Report
- Jurisdictional Delineation

1.9 Tree Survey and Condition Assessment

SBCA Tree Consulting will perform an assessment of on-site trees including an evaluation of tree size and health, tree site location, identification of structural defects, pruning needs, and pests. Work will include one (1) pre-inventory meeting with the City Project Manager and Arborist.

Deliverables:

- Draft and final copy of proposed tree inventory methodology and attributes to be collected for City review and approval.
- One (1) PDF copy and one (1) AutoCAD version 2019 or newer copy of tree survey overlaid onto the existing 2020 topographic survey within the project area at 1"= 20' scale.
- One (1) PDF of Arborist Report on trees, potential construction impacts and recommendations to be integrated into the final Master Plan Report.

1.10 Site Environmental Summary Report

MIG, along with consultant expertise, will synthesize findings into an Environmental Summary Report (to include a brief summary of all of the above reports) and Opportunities and Challenges Diagrams for use in future community meetings.

Deliverables:

- Environmental Summary Report (PDF)
- Opportunities and Challenges Diagrams (PDF)

1.11 City Meeting: Review Phase I Findings

The City and MIG will meet to review technical analysis and findings. We will also discuss emerging site possibilities and the team's approach to community input moving forward.

1.12 Phase 1 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 2 – COMMUNITY VISION

2.1 Public Survey and Analysis

Initial planning for the survey will occur early in Phase 1. At that time the City and MIG will discuss the workplan and confirm if this survey may launch before the technical analysis is 100% complete. MIG will develop the public internet survey, along with graphics for print materials for use by the City to distribute by US Mail. MIG will also provide additional advice on outreach and publicity to reach nearby residents, and will develop a poster or a street decal with a QR code to be posted in and around the project area. The City will assist with placing posters. MIG will compile results from the survey in an easy-to-digest analysis for the City. The City and MIG will meet to review findings and inform next outreach steps.

Deliverables:

- Updated Communications Plan including schedule
- Draft Community Survey for City staff comment
- Final Community Survey to be distributed to the public
- Development of poster or street decal with QR code to publicize survey
- Outreach advice on reaching neighbors regarding the survey
- Survey Analysis
- Meeting Notes highlighting key decisions and next steps

2.2 Develop Graphics and Outreach Tools

Using the knowledge gained from Phase 1 and the public survey, MIG will develop graphics and tools for community input. We will summarize important site information from Phase 1 for the community and elicit feedback in multiple ways. Methods will be determined in collaboration with the City and may include options such as interactive polling, shared Mural boards, and breakout groups, along with printed materials for in-person feedback.

Deliverables:

- Draft Graphics for Review (PDF)
- Final Graphics (PDF for one zoom meeting, large-size prints for one on-site open house)

2.3 Community Meetings (2)

MIG will organize and present at two (2) community meetings to solicit additional input on the community's interests, clarify community priorities, and to help guide development of the three design alternatives. To encourage more input and respond to both the pandemic and varying schedules, we propose one meeting via Zoom and one outdoor in-person casual open-house event/site tour starting at Sterling-Barnhart Park, to allow the community to walk the currently fenced site.

Deliverables:

- Two (2) Community Meeting Agendas & Presentations

2.4 Community Pop-Up Events (2)

MIG will organize and present at two (2) community pop-up events to solicit additional input from key stakeholder groups identified earlier in Phase 1. Examples include a table at a Farmer's Market or School, joining a neighborhood block meeting, or similar style event. The intent of these events is to solicit input from additional park users, or future users, by going to them.

Deliverables:

- Printed materials for Two (2) Community Pop-Ups

2.5 Synthesize Community Vision Results

Community meeting results, along with survey input, will be compiled by MIG into a summary report for review by the City and for use in upcoming Commission/Council presentations. MIG and the City will meet to review results and inform next steps.

Deliverables:

- Analysis and Synthesis Report of public survey and meeting findings
- Meeting Notes highlighting key decisions and next steps

2.6 Commissions and City Council Presentations: Initial Meeting

MIG will prepare slideshows and present to the Parks and Recreation Commission, the Bicycle-Pedestrian Commission, Planning Commission, and City Council to receive feedback. The presentation will include a summary of input and priorities from the community meetings and survey responses.

Deliverables:

- Prepare draft slideshow presentation for City approval
- Parks and Recreation Commission Agenda, Presentation, and Report
- Planning Commission Agenda, Presentation, and Report
- Bicycle-Pedestrian Commission Agenda, Presentation, and Report
- City Council Study Session Presentation and Report

2.7 Develop Recommended Improvements and Programming

Incorporating community input and comments from the Commissions and Council, the MIG Team will develop a set of recommended improvements and programming for the Lawrence-Mitty site. The City and MIG will meet to review the recommendations and consider directions for the three alternatives.

Deliverables:

- Written Recommendations for Improvements and Programming
- Meeting Notes highlighting key decisions and next steps

2.8 Phase 2 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 3 – CONCEPTUAL DESIGN ALTERNATIVES

3.1 Develop Concept Alternatives and Costs

The MIG Team will create three (3) rough draft alternatives for initial review by the City that utilize planning studies and reports and incorporate community input, feedback from the City, and comments from the commission/council reviews. MIG will incorporate the City's consolidated input to finalize three (3) final alternatives for presentation to the community and prepare a rough order of magnitude cost estimate for each. Each Conceptual Design Alternative will include a colored plan with callouts for program elements. Precedent images will be used to help the community envision the various program elements.

Deliverables:

- Conceptual Design Alternatives (PDF and 1 hard copy)
- Meeting Notes from Consultant and City staff design review of Draft Concepts
- 3 Conceptual Design Alternatives (PDF)
- Rough order of magnitude cost estimate for each alternative (PDF and Excel)

3.2 Develop Graphics and Outreach Tools

MIG will develop graphics and outreach tools to continue to engage the community, Commissions, and City Council for additional input as outlined in the RFQ.

Deliverables:

- Draft Graphics for Review (PDF)
- Final Graphics (PDF for one Zoom meeting, large-size prints for one on-site open house)
- Draft Mailer of 3 Conceptual Design Alternatives for City staff review (PDF)
- Final Postal Mailer of 3 Conceptual Design Alternatives to be sent to the public (PDF)

3.3 Community Meetings (2): Alternatives

MIG will organize and present the three community-driven design alternatives for public input with tools designed to help the community arrive at one final plan. Final planning will be confirmed with the City, but is currently assumed to be one Zoom meeting and one in-person casual open house similar to Phase 2.

Deliverables:

- Two (2) Meeting Agendas and Notes from Alternatives Community Presentation and Feedback Meetings

3.4 Community Pop-Up Events (2)

MIG will organize and present at two (2) community pop-up events to solicit additional input from key stakeholder groups identified earlier in Phase 1. Examples include a table at a Farmer's Market or School, joining a neighborhood block meeting, or similar style event. The intent of these events is to solicit input from additional park users, or future users, by going to them.

Deliverables:

- Printed materials for Two (2) Community Pop-Ups

3.5 Analysis of Community Input

Community meeting results will be compiled into a summary report for review by the City and for use in upcoming Commission/Council presentations. MIG and the City will meet to review results and direction prior to Commission/Council presentations.

Deliverables:

- Analysis and Synthesis Report of community input and meeting findings
- Meeting Notes highlighting key decisions and next steps

3.6 Commissions and City Council Presentations (3): Alternatives

MIG will prepare slideshows and present to the Parks and Recreation Commission, the Bicycle-Pedestrian Commission, and City Council to receive feedback. The presentation will include a summary of input and priorities from the community meetings.

Deliverables:

- Prepare draft slideshow presentation for City approval and final version

- Parks and Recreation Commission Meeting Agenda, Presentation, and Report
- Bicycle-Pedestrian Commission Meeting Agenda, Presentation, and Report
- City Council Study Session Presentation and Report

3.7 Develop Preferred Conceptual Design Plan

MIG and the City will meet to discuss community input and Commission/Council feedback, recommendations, and direction for a Preferred Concept. This may be one chosen alternative or a combination of alternatives. MIG will produce a single Draft Conceptual Design for the site for review with the City and incorporate feedback into the Final Conceptual Design.

Deliverables:

- Draft Conceptual Design Plan (PDF)
- Final Conceptual Design Plan (PDF)

3.8 Phase 3 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 4 – DRAFT AND FINAL MASTER PLAN

4.1 Develop Draft Master Plan Report

MIG will prepare a draft outline for the Lawrence-Mitty Park and Trail Master Plan. The approach and specific sections will be confirmed with the City, followed by creation of the full draft for City review. The draft master plan will be the culmination of key elements of design, input provided by the public, site study findings, and the physical and jurisdictional constraints of the site. MIG and the City will meet to discuss the City's consolidated review comments and determine final edits.

Deliverables:

- Draft Lawrence-Mitty Park and Trail Master Plan (PDF)
- Meeting Notes from Draft Master Plan Review Meeting with City staff

4.2 Present Draft Master Plan to Community

MIG recommends that the Draft Master Plan be posted on the City's website for comments due to the difficulty of reviewing a lengthy document in a public meeting. This can be followed by a Zoom Open House, including a brief summary presentation and plenty of time for questions and answers. We will be happy to make adjustments to this plan if the City prefers a different format.

Deliverables:

- JPEGs of major maps and a PDF of the document for the City website
- Draft and Final slideshow
- Meeting Agenda and Notes from the Community Presentation/Meeting

4.3 Present Draft Master Plan to Commissions and City Council (4)

MIG will present the Draft Master Plan to the Park and Recreation Commission, Bicycle-Pedestrian Commission, Planning Commission and City Council for final input and consideration of minor edits.

Deliverables:

- Draft and Final slideshow
- Meeting Agenda and Notes from each of the four (4) Presentations/Meetings

4.4 Finalize Master Plan

MIG will collect input from meeting reviews and incorporate edits from stakeholders as directed by the City. There will be one (1) Draft Master Plan review meeting with City staff to ensure all design and study elements are incorporated prior to final Master Plan submittal.

Deliverables:

- Lawrence-Mitty Park and Trail Master Plan (2 printed/bound copies; 1 unbound copy; PDF)

4.5 Develop Cost Estimate and Implementation/Phasing Timeline

MIG will provide to the City, in a document separate from the Master Plan, a rough order of magnitude cost estimate for implementation of the final conceptual design, including the specifics noted in the RFQ. MIG will also submit a proposed implementation and phasing timeline for completion of the built infrastructure reflected in the adopted Master Plan.

Deliverables

- Rough Order of Magnitude Cost Estimate for Master Plan Implementation electronic (PDF and Excel)
- Proposed Master Plan implementation and phasing timeline for site improvements with consideration of timeline for jurisdictional permits or permissions in MS Project format. (PDF)

4.6 Present Final Master Plan to City Council for Acceptance

MIG will present the Master Plan in collaboration with City staff to City Council for final approval, which is required for adoption as City policy.

Deliverables:

- One (1) Meeting Agenda and Notes from the final Acceptance Meeting

4.7 Phase 4 City Coordination and Project Management

MIG's PM and the City will hold weekly update calls with additional project team members attending periodically.

Deliverables:

- Meeting Notes highlighting key decisions

PHASE 5 – CEQA

MIG assumes the project will qualify for an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and will prepare an analysis of the project according to the CEQA Guidelines and City of Cupertino requirements. The final IS/MND will be presented to the City Council for adoption with the approval of the Master Plan.

5.1 Prepare Administrative Draft Initial Study

MIG will prepare and electronically submit for the City's review an Administrative Draft Initial Study. The submittal will include copies of all technical studies.

Deliverables:

- Administrative Draft Initial Study
- Technical studies – Air quality/greenhouse gas emissions, biological resources, hazardous materials (Updated Phase I Environmental Site Assessment, limited soil testing), transportation (VMT project screening and multimodal/pedestrian safety impact analysis memo)

5.2 Prepare Public Draft Initial Study/Mitigated Negative Declaration

MIG will address any comments from the City on the Administrative Draft IS and then produce a Screen Check document for final City approval. Once the Screen Check document is approved, MIG will prepare the Public Draft IS/MND for public circulation and a PDF version for the City to post on the City's website.

Deliverables:

- Screen Check IS
- Public Draft IS/MND for public circulation
- PDF Version Public Draft IS/MND for posting on City's website

5.3 Prepare Final IS/MND, Mitigation Monitoring and Reporting Program, and Notice of Determination

Following conclusion of the 30-day public review period, MIG will prepare the Administrative Draft and Screen Check Response to Comments documents that will contain a summary of all comments received during the public comment period, responses to comments, and changes to the Draft IS text or errata as necessary. Concurrent with the preparation of the Response to Comments, MIG will finalize the Mitigation Monitoring and Reporting Program (MMRP) and prepare a Notice of Determination (NOD) for the City to finalize and submit to the County Clerk's office and the State Office of Planning and Research.

Deliverables:

- Administrative and Screen Check versions of Responses to Comments
- Final MMRP
- Draft NOD
- Prepare any required documents containing findings and resolution for certification, public notice, and/or filing of environmental documents as needed.

5.4 Attend Public Meetings/Hearings

MIG's CEQA Director will attend one (1) remote community meeting held by the City (estimated at 2 hours) and two (2) remote public hearings. In addition to the public meetings and hearings, the MIG CEQA Director and CEQA Project Manager will attend one (1) remote CEQA Kick-off meeting with City staff.

5.5 Phase 5 City Coordination and Project Management

MIG's CEQA Project Manager will be the primary point of contact for CEQA work and will keep the City apprised of project progress at key points. Weekly meetings are not anticipated in this phase.

Assumptions, Exclusions & Additional Services

The MIG team's assumptions for included scope and level of work effort are based on the scope of work outline in the RFQ. If a need arises in the Phase 1 analysis period for additional survey information or studies, beyond what is currently scoped, the City and MIG team will work together to determine the corresponding effort and fee to deliver these additional scope items. All meetings, except where noted, are assumed to be remote via screen share, which enables more team members to participate efficiently. A single round of consolidated comments for each City review item is assumed.

Additional Services:

The MIG Team has a broad range of experience, skills and services. The following is a non-exhaustive list of items that are not included in this scope but could be provided as additional services if they are needed or desired by the City:

- Use of Maptionnaire is noted as an Optional Task/Additional Service, and could supplement the public survey task
- Additional community engagement beyond the scoped items in the process (including digital advertisement, intercept surveys, additional surveys/workshops/open houses/pop-up events).
- Additional public meetings beyond the scoped items in the process (including attending City Council meetings, public hearings, hearing examiner meetings, public open houses, and local association meetings).
- City project team meetings beyond those listed
- Additional design alternative drafts or renderings other than those listed.
- Preparation of construction documents.
- Preparation of special studies outside our scope of work.
- Intensive research and testing to determine conditions of existing site utilities (i.e., potholing, smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Utility Relocation Plans
- Supplemental surveying services
- Appeal, Design Exception, and Alternative Review applications.
- Services related to future facilities and improvements.
- Design of water capture/re-use systems, pump stations, sump pumps, or force mains for sanitary sewer or storm drainage systems, if required.
- Design of systems to comply with or obtain LEED certification, including preparation of LEED documentation and addressing review comments from the USGBC.
- Design for areas outside of the limits noted in the RFQ.
- Value Engineering. If the MIG Team is needed to assist with VE and/or bid negotiations, it is available on a Time and Materials basis.

Project Scope Assumptions:

- *CLIENT*: 'The City' refers to the City of Cupertino's Lawrence Mitty project team.
- *DELIVERABLES*: Unless otherwise indicated, all deliverables will be provided in PDF format. Native files will be created in software selected at the consultant team's discretion. If the City desires printed copies or specific file formats, the MIG Team is happy to work with the City to develop a strategy that meets the project's budget and needs.
- *IN-PERSON MEETINGS*: Team meetings and most community engagement events are assumed to be virtual with some limited outdoor engagement events where noted.
- *TRANSLATION*: All documentation will be in English; however, as an additional service, the MIG Team can provide exhibits in other languages.
- *CONSOLIDATED COMMENTS*: The City will provide MIG with (1) set of vetted and consolidated comments from all parties/agencies in all tasks involving review and feedback.
- *PERMIT FEES*: All permit fees and agency charges will be paid by others, if applicable.
- *OFFSITE UTILITIES/STREET/PARKING DESIGN*: Offsite utility or street/parking design beyond the identified park and trail area is not included in this proposal.
- *ENVIRONMENTAL WORK*: Floodplain, wetland, soil remediation or environmental work outside of what is noted is not included in this proposal.
- *CONSTRUCTION TESTING + INSPECTIONS*: Not included.

Project Cost

	MIG, Inc.															Subconsultants								
	Steve Lang Principal-in-Charge/ Landscape Architect		Jan Eiesland Project Manager/ Landscape Architect		Cindy Mendoza Planner/ Master Plan Advisor		Myrna Ortiz Community Outreach Specialist		Landscape Designer Project Associate		GRAPHICS (Master Plan Report)		BIOLOGY Report		NOISE Assessment		CEQA TEAM		MIG Totals	BKF Civil Engineer/ Surveyor	SBCA Arborist	CORNER STONE Ph I+II ESA Work	HEXAGON Transportation Engineer	
	Hrs@	\$225	Hrs@	\$165	Hrs@	\$165	Hrs@	\$125	Hrs@	\$110	(Simplified for clarity, hourly assumptions available)													
	3	\$675	3	\$495	2	\$330	2	\$250		\$0		\$0		\$690		\$780		\$680		\$3,900	\$450			
	2	\$450	8	\$1,320	2	\$330	2	\$250		\$0		\$0		\$0		\$0		\$0		\$2,350				
	2	\$450	4	\$660	3	\$495	16	\$2,000	8	\$880		\$0		\$0		\$0		\$0		\$4,485				
	3	\$675	16	\$2,640		\$0	2	\$250	10	\$1,100		\$0		\$2,120		\$0		\$0		\$6,785	\$4,000			
		\$0	6	\$990		\$0	6	\$750	6	\$660		\$0		\$1,060		\$0		\$0		\$3,460	\$400			
		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0				
		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0			\$17,275	
	1	\$225		\$0		\$0		\$0		\$0		\$0		\$0		\$11,205		\$0		\$11,430				
	1	\$225	1	\$165		\$0		\$0		\$0		\$0		\$18,070		\$0		\$0		\$18,460				
		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$11,000		
	1	\$225	8	\$1,320		\$0		\$0		\$0		\$0		\$0		\$0		\$390		\$1,935	\$1,000			
	1	\$225	3	\$495	1	\$165	1	\$125		\$0		\$0		\$690		\$0		\$195		\$1,895	\$400			
		\$0	24	\$3,960		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$3,960				
Subtotal	14	\$3,150	73	\$12,045	8	\$1,320	29	\$3,625	24	\$2,640		\$0		\$22,630		\$11,985		\$1,265		\$58,660	\$6,250	\$11,000	\$17,275	
	1	\$225	4	\$660	2	\$330	16	\$2,000	20	\$2,200		\$0		\$0		\$0		\$0		\$5,415				
	1	\$225	2	\$330		\$0	6	\$750		\$0		\$0		\$0		\$0		\$0		\$1,305				
		\$0	2	\$330		\$0	16	\$2,000	16	\$1,760		\$0		\$0		\$0		\$0		\$4,090				
	4	\$900	16	\$2,640		\$0	16	\$2,000		\$0		\$0		\$0		\$0		\$0		\$5,540				
		\$0	18	\$2,970		\$0	18	\$2,250	8	\$880		\$0		\$0		\$0		\$0		\$6,100				
	2	\$450	2	\$330		\$0	4	\$500	4	\$440		\$0		\$0		\$0		\$0		\$1,720				
	2	\$450	2	\$330		\$0		\$0	8	\$880		\$0		\$0		\$0		\$0		\$1,660				
	8	\$1,800	10	\$1,650		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$3,450				
Timing	1	\$225	8	\$1,320	2	\$330	1	\$125		\$0		\$0		\$0		\$0		\$0		\$2,000				
		\$0	30	\$4,950		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$4,950				
Subtotal	19	\$4,275	94	\$15,510	4	\$660	77	\$9,625	56	\$6,160		\$0		\$0		\$0		\$0		\$36,230	\$0	\$0	\$0	
	6	\$1,350	12	\$1,980		\$0		\$0	36	\$3,960		\$0		\$0		\$0		\$0		\$7,290	\$3,000			
	1	\$225	2	\$330		\$0	16	\$2,000	16	\$1,760		\$0		\$0		\$0		\$0		\$4,315				
	2	\$450	16	\$2,640		\$0	16	\$2,000		\$0		\$0		\$0		\$0		\$0		\$5,090				
		\$0	18	\$2,970		\$0	18	\$2,250	8	\$880		\$0		\$0		\$0		\$0		\$6,100				
	1	\$225	2	\$330		\$0	6	\$750	12	\$1,320		\$0		\$0		\$0		\$0		\$2,625				
	2	\$450	2	\$330		\$0		\$0	8	\$880		\$0		\$0		\$0		\$0		\$1,660				
	6	\$1,350	8	\$1,320		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,670				
	2	\$450	6	\$990		\$0		\$0	16	\$1,760		\$0		\$0		\$0		\$0		\$3,200	\$1,000			
		\$0	30	\$4,950		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$4,950				
Subtotal	20	\$4,500	96	\$15,840	0	\$0	56	\$7,000	96	\$10,560		\$0		\$0		\$0		\$0		\$37,900	\$4,000	\$0	\$0	
	4	\$900	24	\$3,960	6	\$990		\$0	24	\$2,640		\$4,000		\$0		\$0		\$0		\$12,490	\$800			
		\$0	2	\$330		\$0	4	\$500	16	\$1,760		\$0		\$0		\$0		\$0		\$2,590				
		\$0	4	\$660		\$0	4	\$500	4	\$440		\$0		\$0		\$0		\$0		\$1,600				
	8	\$1,800	10	\$1,650		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$3,450				
	4	\$900	24	\$3,960	6	\$990		\$0	24	\$2,640		\$1,000		\$0		\$0		\$0		\$9,490				
	2	\$450	8	\$1,320		\$0		\$0	8	\$880		\$0		\$0		\$0		\$0		\$2,650	\$600			
ance	4	\$900		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$900				
		\$0	30	\$4,950		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$4,950				
Subtotal	22	\$4,950	102	\$16,830	12	\$1,980	8	\$1,000	76	\$8,360		\$5,000		\$0		\$0		\$0		\$38,120	\$1,400	\$0	\$0	

MIG, Inc.															CC 04-16-2024 Subconsultants			
Steve Lang Principal-in-Charge/ Landscape Architect		Jan Eiesland Project Manager/ Landscape Architect		Cindy Mendoza Planner/ Master Plan Advisor		Myrna Ortiz Community Outreach Specialist		Landscape Designer Project Associate		GRAPHICS (Master Plan Report)	BIOLOGY Report	NOISE Assessment	CEQA TEAM	MIG Totals	BKF Civil Engineer/ Surveyor	SBCA Arborist	CORNER STONE Ph I+II ESA Work	HEXAC Transportation Engineer
Hrs@	\$225	Hrs@	\$165	Hrs@	\$165	Hrs@	\$125	Hrs@	\$110	(Simplified for clarity, hourly assumptions available)								
	1	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,015	\$31,240			
Declaration	2	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,525	\$6,975			
ination	1	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,020	\$8,245			
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,390	\$6,390			
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,800	\$10,800			
Subtotal	4	\$900	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$62,750	\$63,650	\$0	\$0	\$0
	79	\$17,775	365	\$60,225	24	\$3,960	170	\$21,250	252	\$27,720	\$5,000	\$22,630	\$11,985	\$64,015	\$234,560	\$11,650	\$11,000	\$17,275

	\$3,980
	TBD
BD by scope)	TBD
Optional Tasks Subtotal	TBD

Project Schedule - Exhibit B

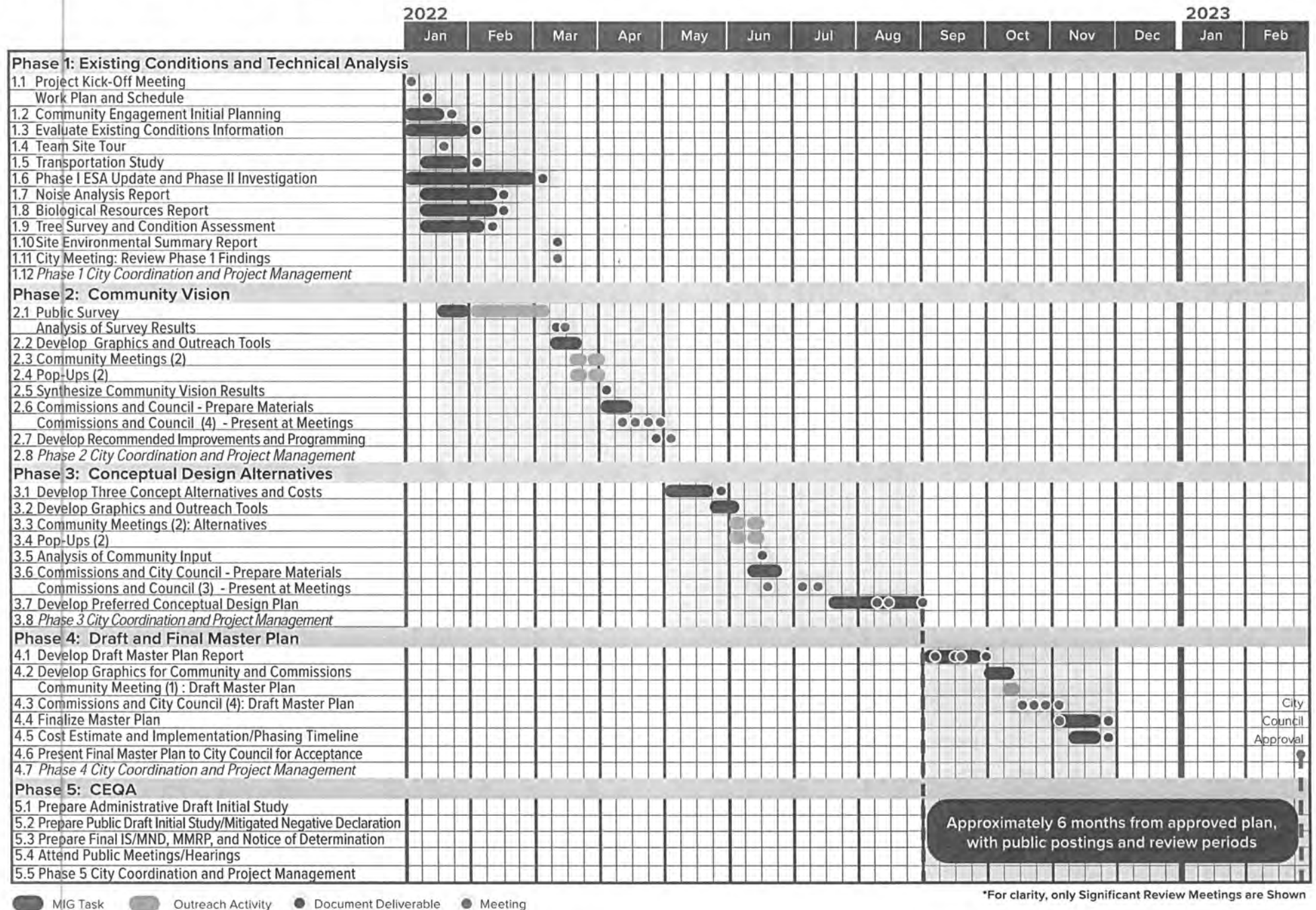




EXHIBIT C: Hourly Rates and Reimbursable Expenses

Lawrence Mitty Park and Trail Master Plan, Cupertino, CA

Unless specified otherwise, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1-1/2% per month. MIG Inc. labor includes all overhead. Hourly rates by position are noted below:

Role	\$/hour
Principal-in-Charge	\$225
Project Manager	\$165
Landscape Designer	\$110
Community Outreach Specialist	\$125
Project Assistant	\$80
Planner/Master Plan Advisor	\$165
CEQA/Environmental, Principal	\$220
CEQA/Environmental, Director	\$195
CEQA Project Manager	\$145
Senior Biologist/Senior Analyst	\$150
Biologist/Noise Analyst/GIS	\$115
Env. Project Associate	\$195

Expenses are as follows:

Type	Rate
Automobile travel	current IRS rate
Meals	cost + 5%
Photocopy (letter and tabloid)	\$0.10/print
Color copies (letter and tabloid)	\$0.50/print
Commercial printing/plotting	cost + 5%
Subcontractors	cost + 5%
Other (lab tests, aerial photos, etc)	cost + 5%

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
✓ Not required. Consultant has provided written verification of no employees.
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or **\$2,000,000** aggregate. If written on a claims made form:
 - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
 - b. Insurance must be maintained for at least five (5) years after completion of the Services.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



CERTIFICATE OF LIABILITY INSURANCE

CC 04-16-2024
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DATE (MM/DD/YYYY)
11/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: CertsDesignPro@AssuredPartners.com ADDRESS:	
License#: 6003745 MIGINC0-01		INSURER(S) AFFORDING COVERAGE	
INSURED MIG, Inc. Moore Iacofano Goltsman, Inc. 800 Hearst Ave Berkeley CA 94710		INSURER A: Berkley Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: INSURER E: INSURER F:	
		NAIC # 32603 25674 25682	

COVERAGES

CERTIFICATE NUMBER: 1383047023

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB2L553909	8/31/2021	8/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	AEC904725003	8/31/2021	8/31/2022	Each Claim \$3,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

Re: Lawrence Mitty Park and Trail Master Plan
The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

City of Cupertino 10300 Torre Avenue Cupertino CA 95014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 6801H899998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER 6801H899998

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

Policy: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Policy#: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 11/22/2021

Page 1 of 1










SIGNED_MIG for Completion of the Lawrence-Mitty Park and Trail Master Plan


Final Audit Report


2021-12-10


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By:	Julia Kinst (juliak@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR6Xfzh4HEGO82rG31HaD5pFnh_jwo4_5


"SIGNED_MIG for Completion of the Lawrence-Mitty Park and T rail Master Plan" History

-  Document created by Julia Kinst (juliak@cupertino.org)
2021-12-09 - 6:44:20 PM GMT - IP address: 64.165.34.3
-  Document approved by Julia Kinst (juliak@cupertino.org)
Approval Date: 2021-12-09 - 6:46:26 PM GMT - Time Source: server- IP address: 64.165.34.3
-  Document emailed to Araceli Alejandre (aracelia@cupertino.org) for approval
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-  Email viewed by Christopher D. Jensen (christopherj@cupertino.org)
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-  Document e-signed by Christopher D. Jensen (christopherj@cupertino.org)
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-  Document emailed to Dianne Thompson (she/her) (diannet@cupertino.org) for signature
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Signature Date: 2021-12-10 - 4:33:47 AM GMT - Time Source: server- IP address: 69.110.137.176

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Draft 5th Amendment MIG for Lawrence Mitty Park and Trail

Final Audit Report

2024-04-04

Created:	2024-04-03
By:	Jindy Gonzalez (jindyg@cupertino.org)
Status:	Signed
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-  Document emailed to Chris Beynon (chrisb@migcom.com) for signature
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-  Email viewed by Chris Beynon (chrisb@migcom.com)
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-  Document e-signed by Chris Beynon (chrisb@migcom.com)
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-  Agreement completed.
2024-04-04 - 8:42:20 PM GMT



CITY OF CUPERTINO

Agenda Item

24-12991

Agenda Date: 4/16/2024
Agenda #: 10.

Subject: Fiscal Year (FY) 2024-25 recommended funding allocations for the Community Development Block Grant (CDBG) Program and Below Market Rate Affordable Housing Fund (BMR AHF)

Authorize the City Manager to execute the FY 2024-25 Housing & Human Services Grant Programs funding agreements.



COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL
10300 TORRE AVENUE • CUPERTINO, CA
95014-3255 TELEPHONE: (408) 777-3308 • FAX: (408) 777-3333
CUPERTINO.ORG

CITY COUNCIL STAFF REPORT

Meeting: April 16, 2024

Subject

Fiscal Year (FY) 2024-25 recommended funding allocations for the Community Development Block Grant (CDBG) Program and Below Market Rate Affordable Housing Fund (BMR AHF).

Recommended Action

Authorize the City Manager to execute the FY 2024-25 Housing & Human Services Grant Programs funding agreements.

Reasons for Recommendation

Background

On November 06, 2023, the City of Cupertino issued an annual Notice of Funding Availability (NOFA) and a Request for Proposals (RFP) (Attachment A), inviting applicants to apply for eligible capital housing projects (one-year funding cycle). The funding would be part of the City's Fiscal Year 2024-25 adopted budget. The NOFA/RFP submittal deadline was February 06, 2024. The City received a total of two eligible applications during the submittal period.

At its March 14, 2024, meeting, the Housing Commission reviewed the CDBG and BMR AHF applications and made funding recommendations to the City Council (Attachment C). While the CDBG program is administered through the U.S. Department of Housing and Urban Development (HUD), the City Council has the final approval for the BMR AHF funding requests. HUD has not released the City's final CDBG allocation at this time, but CDBG funding amounts will be reduced or increased proportionately for FY 2024-25 based on the final HUD allocations. Given that the final HUD allocation may vary, the Housing Commission adopted Resolution 17-02 (CDBG Contingency Plan, Attachment B), on May 11, 2017, to address whether the City receives more or less CDBG funding from HUD.

Public service funding cycles have been determined by the timeframe in the City's 2020-2025 Consolidated Plan. The first cycle covered Fiscal Years 2020-21, 2021-22, and 2022-23, and the current cycle covers Fiscal Years 2023-24 and 2024-25. The public service funding allocations for the current two-year cycle were approved at the City Council meeting on May 2, 2023 (Attachment D). Public service funding allocations will remain the same for FY 2024-25 unless there are changes in overall funding levels due to the City's CDBG allocation from HUD, or City

Council decision for BMR AHF and General Fund Human Services Grant (HSG). Any changes in funding levels will adhere to the CDBG Contingency Plan (Attachment B).

Housing Commission Recommendation

The Housing Commission held a public hearing on March 14, 2024, to finalize the initial ratings and rankings of the FY 2024-25 CDBG and BMR AHF capital housing funding applications. The Commission recommended approval of the proposed FY 2024-25 funding allocations.

CDBG Funding

HUD annually allocates CDBG funding to local jurisdictions for a range of community development activities. Cupertino is one of nine entitlement jurisdictions within Santa Clara County. In order to be classified as an entitlement jurisdiction and receive funds directly from HUD, cities must have a population of 50,000 or more. Entitlement grants are allocated on a formula basis and based on several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing, and the extent of population growth lag in relation to other metropolitan areas. The CDBG Contingency Plan as described in Resolution 17-02 (attachment B) identifies allocation options in the event that the funding either increases or decreases.

In March 2021, HUD's Office of Environment and Energy (OEE) conducted monitoring of the City's CDBG program in order to assess performance and compliance with applicable Federal requirements. During the monitoring, OEE found that in 2018 the City had obligated and expended CDBG funds on a project prior to the completion of the Environmental Review (ER), which is a violation of regulatory requirements. As a result of this finding, OEE prescribed that the City would be penalized by \$176,201 towards a future CDBG entitlement allocation. On March 8, 2024, HUD notified the City that this penalty would be applied to its FY 2024-25 CDBG allocation. Due to this penalty, the City estimates receiving approximately \$182,709 in FY 2024-25 CDBG entitlement funding. Program income in the amount of \$7,944 will be received and allocated from existing CDBG loan payoffs. There is also \$27,781.35 in prior year unexpended CDBG funds.

HUD regulations establish the maximum percentages that may be allocated to CDBG administration and public services. Of the total estimated funding, a maximum of 20% may be used for administrative costs to cover salary and benefits of staff who operate the CDBG program, a maximum of 15% may be used for public services, and a minimum of 65% must be used for capital housing projects. As noted earlier, CDBG funding amounts will be reduced or increased proportionately for FY 2024-25 based on the final HUD allocations and City Council's approval. The final determination will be available by May 15, 2024.

FY 2024-25 CDBG Budget (est.)	
Entitlement Amount (EN)	\$182,709.00
Program Income (FY 2024-25)	\$7,944.00
Unexpended Funds (FY 2022-23)	\$27,781.35
Sub-Total	\$218,434.35
Program Administration (20% EN)	\$38,130.60
Public Service (15% EN)	\$28,597.95
Capital/Housing Projects (65% EN + Unexpended Funds)	\$151,705.80
Total	\$218,434.35

HUD regulations require that eligible activities selected for funding must benefit very low and low-income households at or below eighty percent of area median income (AMI), eliminate a blighted area, or address an urgent (emergency) community need, and must also meet a HUD national objective. In addition, only certain types of eligible activities qualify under the CDBG regulations. Examples of eligible activities are:

- Public improvements
- Public service activities
- Property acquisition for affordable housing
- Rehabilitation of affordable units
- Economic Development

2024-25 CDBG Program Administration Funds

An estimated total of \$38,130.60 will be used for CDBG program administration, and this falls under Budget Unit 260-72-707, CDBG General Admin. The City will use these funds for administrative costs to cover partial salary and benefits of the City's Housing Division staff who operate the CDBG program.

2024-25 CDBG Capital Housing Project Funds (One-Year Funding Cycle)

An estimated total of \$151,705.80 is available to be used for eligible CDBG capital housing projects, and this falls under Budget Unit 260-72-709, CDBG Capital/Housing Projects. This consists of FY 2024-25 funding and unexpended funding from prior years. City staff conducted extensive outreach and the NOFA/RFP was sent to over 200 contacts in the affordable housing community. In addition, staff provided technical assistance to a number of affordable housing developers and non-profits during this time, resulting in the receipt of two applications in this category, totaling \$362,237. The funding recommendations made by the Housing Commission are listed in the table below.

1	CDBG Capital Housing Projects				
	FY 2024-25 Application Summary	Funds Available (est.)	Funding Requests	Housing Commission Funding Recommendations	FY 2023-24 Funding Allocations
a	Rebuilding Together Silicon Valley- Homeowner Repair and Rehabilitation Program		\$96,237.00	\$96,237.00	\$92,536.00
b	City of Cupertino – Senior Center Cooling System Improvements		\$266,000.00	\$55,468.80	\$367,951.38
	Sub-Total	\$151,705.80	\$362,237.00	\$151,705.80	\$460,487.38

2023-24 BMR AHF Capital Housing Project Funds (One-Year Funding Cycle)

The City estimates up to \$4,250,000 will be available to fund eligible BMR AHF capital housing projects for FY 2024-25 after accounting for administrative and other expenses, and this falls under Budget Unit 265-72-711, BMR Affordable Housing Fund. Over the course of the year, staff met with multiple developers and non-profits to provide technical assistance in order to generate affordable housing. The City did not receive any eligible applications for FY 2024-25 BMR AHF Capital Housing Projects due to barriers such as the high cost of land and lack of adequate funding available to leverage the development of affordable housing. However, staff will continue to provide outreach and technical assistance to interested affordable housing developers and non-profits throughout the year.

Sustainability Impact

Authorization of the housing funding agreements will not result in a sustainability impact.

Fiscal Impact

CDBG programs and projects are funded through HUD grant funds. BMR AHF programs and projects are funded by housing mitigation fees collected from residential and non-residential development projects. General Fund HSG activities are funded through the City's General Fund. Budget allocations for approved funding allocations will be included for City Council's approval as part of the proposed and final budget.

California Environmental Quality Act

Not applicable.

<u>Prepared by:</u>	Alec Vybiral, Senior Housing Coordinator
<u>Reviewed by:</u>	Luke Connolly, Assistant Director of Community Development
	Benjamin Fu, Director of Community Development
<u>Approved for Submission by:</u>	Pamela Wu, City Manager

Attachments:

- A - FY 2024-25 NOFA/RFP
- B - Housing Commission Resolution 17-02 (CDBG Contingency Plan)
- C - FY 2024-25 CDBG & BMR AHF Funding Application Summary
- D - FY 2023-24 CDBG, BMR AHF, and HSG Public Service Funding Allocations

City of Cupertino

Notice of Funding Availability (NOFA) and Request for Proposals (RFP)

Issued: November 6, 2023

Deadline: February 6, 2024

The City of Cupertino has issued the fiscal year (FY) 2024/25 NOFA and RFP. The City is requesting proposals for eligible capital housing projects. The City may award and appropriate funds to one or more eligible projects in each funding category. Funds must be used to serve low-and/or moderate-income households located within the City of Cupertino jurisdiction limits. *The City is not accepting applications for public services due to a two-year grant funding cycle ending in FY 2024/25.*

The following funding sources are on a one-year grant funding cycle (FY 24/25):

1. Below Market Rate (BMR) Affordable Housing Fund (AHF) Capital Housing Projects (up to \$4,250,000)
2. Community Development Block Grant (CDBG) Capital Housing Projects (approx. \$266,000)

The estimated CDBG dollar amounts may change based upon the final federal budget approved by Congress. BMR AHF and CDBG allocations are subject to City Council approval and may change as a result.

CAPITAL HOUSING PROJECT FUNDS:

- **Funding Source #1- BMR AHF Capital Housing Projects (FY 24/25):**

The City estimates up to **\$4,250,000** will be available to fund eligible BMR AHF capital housing projects on a competitive basis for FY 24/25. BMR AHF funds must be used for eligible housing projects that will serve low-and/or moderate-income households located within the City of Cupertino jurisdiction limits.

Project Requirements:

BMR AHF capital housing project funds will not be granted or issued as forgivable loans. The City invites eligible non-profit and for-profit Development Entities (DEs) to submit proposals for eligible funding activities, which include, but are not limited to:

- Land acquisition
- New construction
- Acquisition and/or rehabilitation of buildings for permanent affordability
- Substantial rehabilitation

Project Affordability Requirements:

BMR AHF affordable rental and/or ownership housing proposals must meet the City's BMR requirements and offer 99 years of affordability. An affordable regulatory agreement will be recorded against the property to ensure affordability.

Eligible Development Entities (DEs):

Eligible DEs include non-profit and for-profit organizations licensed to conduct business in the State of California.

- DEs must demonstrate credit worthiness, financial capacity, relevant experience to undertake acquisition, rehabilitation, operation of rental housing, or redevelopment of new affordable housing.

- DEs must have no negative financial and project management history within the last five years (i.e., DEs has not been in monetary default on a loan and has been current on all financial obligations and compliance documentation).

Loan Terms and Requirements:

	Rental	Ownership
Loan Type:	Acquisition, predevelopment/construction converting to permanent, rehabilitation	Acquisition, rehabilitation and/or construction
Interest Rate:	3.0% simple interest	3.0% simple interest
Loan Term:	30 yrs.	30 yrs.
Affordability Term:	99 yrs.	99 yrs.
Security:	Deed of Trust, Promissory Note and other regulatory agreements recorded against the property as required by the City	Deed of Trust, Promissory Note, and other regulatory agreements recorded against the property as required by the City
Security Position:	Will consider subordinating to a construction or permanent lender with City approval	Will consider subordinating to a construction or permanent lender with City approval
Repayment Terms:	Interest only. All outstanding interest and principal will be due in full and payable on or by the maturity date. Required 50/50 split of the residual receipts.	Interest only. All outstanding interest and principal will be due in full and payable on or by the maturity date. Required 50/50 split of the residual receipts.
Timeframe:	It is expected that projects must proceed expeditiously to construction	It is expected that projects must proceed expeditiously to construction
Financial Pro-Forma:	Submit development financial pro-forma to be reviewed by City. Subject to review by qualified third-party consultant/organization to determine reasonableness	Submit development financial pro-forma to be reviewed by City. Subject to review by qualified third-party consultant/organization to determine reasonableness
Environmental Conditions:	All environmental conditions (EX: CEQA) that are applicable to an eligible project must be satisfied	All environmental conditions (EX: CEQA) that are applicable to an eligible project must be satisfied
Project Conditions:	Project may be subject to Planning Commission and/or City Council approval prior to Deed of Trust, Promissory Note and other recorded regulatory agreements being executed and disbursement of funding being approved	Project may be subject to Planning Commission and/or City Council approval prior to Deed of Trust, Promissory Note and other recorded regulatory agreements being executed and disbursement of funding being approved

Underwriting Criteria:

Proposals and DE's will be underwritten in accordance with City policies which includes, but not limited to, compliance with the General Plan, BMR Housing Mitigation Program Procedural Manual (Housing Mitigation Manual), and Policy and Procedures Manual for Administering Deed Restricted Affordable Housing Units (BMR Manual).

- **Funding Source #2: CDBG Capital Housing Projects (FY 24/25):**

The City estimates allocating up to **\$266,000** in funding for eligible CDBG capital housing projects on a competitive basis for FY 24/25. All CDBG projects must meet an eligible [national objective](#) and [matrix code](#) as per HUD regulations. CDBG capital housing project funds must be used for projects that will serve low-income households located within the City of Cupertino jurisdiction limits. CDBG capital housing projects are subject to HUD Section 3 requirements. The CDBG program is directed toward expanding and maintaining the affordable housing supply; promoting housing opportunities and choices; maintaining and improving community facilities;

increasing economic opportunities, accessibility, energy efficiency and sustainability; and providing supportive services specifically for persons of very low- and/or low-income. Targeted groups might include persons who are homeless, seniors, persons with disabilities, and other special needs groups.

CDBG funding is allocated on a competitive basis. A list of eligible CDBG capital housing project activities is available on the HUD website: <https://www.hudexchange.info/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/>.

Santa Clara County Measure A- Affordable Housing Bond

The City's NOFA/RFP is issued in conjunction with the County's NOFA for the Measure A- Affordable Housing Bond. Measure A funding is available on a rolling basis for development capital funding, project-based vouchers, and acquisition funding. Information and applications are available on the County's website: <https://www.sccgov.org/sites/osh/HousingandCommunityDevelopment/AffordableHousingBond/Pages/home.aspx>

RFP Review Process:

Upon receipt of proposals, staff will conduct an initial review to determine program and/or project eligibility and completeness. The City reserves the right to send a written request to an applicant requesting additional information. After the RFP deadline has been completed, all eligible and complete program and/or project applications will be forwarded to the City's Housing Commission for initial rating and ranking. The Housing Commission is a five-member board appointed by the City Council and serves as the recommendation body to the City Council regarding housing policies and funding recommendations. A Housing Commission public hearing will be held in which the initial rating and ranking of eligible and complete program and/or project applications will occur. After the Housing Commission has initially rated and ranked applications, the funding recommendations will be forwarded to the City Council for final approval. A City Council public hearing will be held to determine the final funding recommendations.

Award Notification:

After the City Council has made the final funding recommendations, organizations will be notified with results funded through this FY 24/25 RFP.

Disclaimer:

This RFP does not commit the City to award any contract or developer agreement, execute any grant or loan documents, pay any pre-award expenses, or pay any costs incurred in the preparation of a proposal. The City reserves the right to: 1) accept or reject any or all proposals received; 2) waive a non-substantive deficiency or irregularity; 3) negotiate with any qualified applicant; 4) execute grant or loan documents in what it believes to be in the best interest of the City; 5) cancel this request, in part or its entirety, if it is deemed to be in the best interest of the City; 6) reject the proposal of any applicant who has previously failed to perform properly; 7) reject the proposal of any applicant who has failed to complete a contract within the specified timeframe; 8) reject the proposal of any applicant that is not in a position to fulfill a resulting contractual obligation; or 9) recommend partial funding of a proposal.

Evaluation Criteria:

Proposals will be reviewed and scored relative to the below program and project scoring summary. **The maximum possible score is 100.**

Scoring Summary	Points
1. Organization Experience and Capacity	50
2. Program/Project Readiness	30
3. Program/Project Leveraged Funds	20
Maximum Possible Score	100

RFP Application Information & Deadlines:

The RFP application period will open at 8:00am on Monday, November 6, 2023, and will end at 5:00pm on Tuesday, February 6, 2024. Organizations who intend to apply for funds through this RFP must apply online at www.citydataservices.net. To obtain a temporary login username and password, please visit and request at www.citydataservices.net. For additional questions, please contact Alec Vybiral, Housing Planner, at AlecV@cupertino.org or (408) 777-1347. Any RFP application that does not meet the deadline will not be accepted.

Note: All proposals are subject to the conditions, instructions and specifications included in this RFP. Applicants will be notified of upcoming meetings and public hearings to discuss the expenditure of these funds.

The City will provide alternative accessible formats of this document upon request. If you need this document in an alternative format such as large print, Braille, audiotape, or computer disc, please contact the City at the contact information listed above.

Attachment B - Housing Commission Resolution 17-02 (CDBG Contingency Plan)**RESOLUTION NO. 17-02**

**A RESOLUTION OF THE HOUSING COMMISSION OF THE CITY OF CUPERTINO
RECOMMENDING APPROVAL OF THE 2017-18 CDBG, GENERAL FUND HUMAN
SERVICE GRANTS (HSG) PROGRAM AND BELOW MARKET-RATE (BMR)
AFFORDABLE HOUSING FUND (AHF) RECOMMENDED FUNDING ALLOCATIONS TO
CITY COUNCIL FOR FINAL ADOPTION**

WHEREAS, the Housing and Community Development Act of 1974 provides that funds be made available for the Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Cupertino wishes to apply for funds as an Entitlement Jurisdiction under said Act; and

WHEREAS, the City of Cupertino estimates receiving a \$307,952 CDBG entitlement grant from the United States Department of Housing and Urban Development (HUD) to be allocated for fiscal year 2017-18; and

WHEREAS, the City of Cupertino estimates allocating \$7,944 in CDBG program income for fiscal year 2017-18; and

WHEREAS, The City of Cupertino estimates allocating up to \$8,161 of available uncommitted CDBG funds from prior fiscal year 2016-17 for fiscal year 2017-18; and

WHEREAS, the City of Cupertino is required to submit a fiscal year 2017-18 CDBG Annual Action Plan to HUD for review and approval prior to being allowed to expend CDBG funds for fiscal year 2017-18; and

WHEREAS, the City of Cupertino put into place a CDBG Contingency Plan (Exhibit 1) because of the uncertainty in the federal budget and the revised timeline provided by HUD to submit the Action Plan; and

BE IT FURTHER RESOLVED that the Housing Commission of the City of Cupertino hereby recommends approval of the fiscal year 2017-18 CDBG, HSG and BMR AHF recommended funding allocations (Exhibit 2) to the City Council for final adoption; and

BE IT FURTHER RESOLVED that the fiscal year 2017-18 CDBG, HSG and BMR AHF recommended grant funding allocations will be decreased/increased based on final budget allocations by HUD and the City Council.

PASSED AND ADOPTED at a regular meeting of the Housing Commission of the City of Cupertino this 11th day of May, 2017 by the following vote:

<u>Vote</u>	<u>Members of the Housing Commission</u>
AYES:	Chair Daruwalla, Vice Chair Chu, Kapil, Zhao, Bose
NOES:	none
ABSENT:	none
ABSTAIN:	none

ATTEST:



Kerri Heusler
Senior Housing Planner

APPROVED:



Nina Daruwalla
Chair, Housing Commission

Exhibit 1 CDBG Contingency Plan

In the case of funding **increase**, the following plan is recommended:

- ⊙ Public Services (\$47,188): Distribute the additional available amount in the public services cap until an applicant is fully funded. If an applicant reaches the funding amount requested, any remaining funds will be distributed to other applicants who have not yet reached the maximum funding amount.
- ⊙ Administration (\$63,107): Funds are to be allocated to the City of Cupertino for CDBG administration. General Fund allocation will be reduced accordingly.
- ⊙ Capital/Housing Projects (\$213,259): Distribute the additional available amount in the capital/housing projects cap until an applicant is fully funded. If an applicant reaches the funding amount requested, any remaining funds will be distributed to other applicants who have not yet reached the maximum funding amount.

In the case of a funding **decrease**, the following plan is recommended:

- ⊙ Public Services (\$47,188): Distribute any funding decrease proportionately among the remaining public service applicants, but maintain a minimum funding allocation of \$15,000 for any applicant to the extent feasible.
- ⊙ Administration (\$63,107): Any decrease in funding will be supplemented by the General Fund for CDBG administration.
- ⊙ Capital/Housing Projects (\$213,259): Any decrease in funding will be supplemented by the Below Market Rate (BMR) Affordable Housing Fund (AHF) for CDBG capital/housing projects.

Attachment C
FY 2024-25 Community Development Block Grant (CDBG) and Below Market Rate
Affordable Housing Fund (BMR AHF) Funding Application Summary

1. CDBG Capital Housing Projects

Application 1a.

Name of Organization:	Rebuilding Together Silicon Valley (RTSV)
Name of Project:	Housing Repair and Rehabilitation Project
Annual Goal:	7 low-income Cupertino homeowners
Project Description:	Provide critical home safety repairs and accessibility modifications for 7 low-income Cupertino homeowners.
Funding Request:	\$96,237.00
City Staff Funding	
Recommendation:	\$96,237.00
Housing Commission	
Funding Recommendation:	\$96,237.00

Application 1b.

Name of Organization:	City of Cupertino Public Works Department
Name of Project:	Senior Center Cooling System Improvements
Annual Goal:	800 seniors per year
Project Description:	The packaged AC units at the City's Senior Center are approaching the end of their expected useful life and need to be replaced. This project would provide replacement and installation for those units.
Funding Request:	\$266,000.00
City Staff Funding	
Recommendation:	\$55,468.80
Housing Commission	
Funding Recommendation:	\$55,468.80

2. BMR AHF Capital Housing Projects

No eligible applications received.

Attachment D

FY 2023-24 Community Development Block Grant (CDBG), Below Market Rate Affordable Housing Funds (BMR AHF), and General Fund Human Services Grant (HSG) Public Service Funding Allocations

1. CDBG Public Services:

Application 1a.

Name of Organization: Live Oak Adult Day Services
Name of Project: Senior Adult Day Care
Annual Goal: 20 low-income Cupertino seniors
Project Description: Provide a specialized program of adult day care for frail, dependent seniors to give respite for their caregivers.

FY 2023-24 City Council
Funding Allocation: *\$19,054.05

Application 1b.

Name of Organization: West Valley Community Services (WVCS)
Name of Project: Community Access to Resources and Education Program (CARE)
Annual Goal: 100 low-income Cupertino residents
Project Description: CARE helps improve the self-sufficiency of low-income individuals at risk of homelessness by connecting them to community resources, making services easily available and accessible, and working with them on capacity building.

FY 2023-24 City Council
Funding Allocation: *\$35,974.05

**Please note that these funding allocations are subject to the City's final CDBG allocation from the U.S. Dept. of Housing and Urban Development (HUD). Any changes in funding levels will adhere to the CDBG Contingency Plan (Attachment B).*

2. BMR AHF Public Services:

Application 2a.

Name of Organization: Project Sentinel
Name of Project: Fair Housing – Tenant-Landlord Counseling and Dispute Resolution Services
Annual Goal: 100 low-income Cupertino residents
Project Description: Provide fair housing services to educate tenants and landlords on their respective rights and responsibilities, provides instruction on how to resolve housing problems, and conduct dispute resolution services such as mediation and conciliation to help resolve problems.

FY 2023-24 City Council
Funding Allocation: \$50,000.00

3. General Fund HSG Public Services:

Application 3a.

Name of Organization: Catholic Charities of Santa Clara County
Name of Project: Long Term Care Ombudsman Program
Annual Goal: 60 low-income Cupertino residents
Project Description: The Ombudsmen helps to identify, receive, investigate, and resolve complaints, including violations of personal rights and allegations of elder abuse, for all residents in licensed long-term care facilities in the City of Cupertino.

FY 2023-24 City Council

Funding Allocation: \$10,000.00

Application 3b.

Name of Organization: Maitri
Name of Project: MTH-Direct Client Services
Annual Goal: 7 low-income Cupertino residents
Project Description: Support women and children impacted by domestic violence who are residing at Maitri's Anjali Transitional House.

FY 2023-24 City Council

Funding Allocation: \$24,678.11

Application 3c.

Name of Organization: Senior Adults Legal Assistance (SALA)
Name of Project: Legal Assistance to Cupertino Elders
Annual Goal: 20 low-income Cupertino seniors
Project Description: Provide free legal assistance to seniors.

FY 2023-24 City Council

Funding Allocation: \$16,287.55

Application 3d.

Name of Organization: West Valley Community Services (WVCS)
Name of Project: Haven to Home
Annual Goal: 75 low-income Cupertino residents
Project Description: Provide case management using a harm reduction approach in helping struggling families and individuals move out of crisis towards self-sufficiency by helping them build their own safety net in order to help them avoid homelessness.

FY 2023-24 City Council

Funding Allocation: \$74,034.34



CITY OF CUPERTINO

Agenda Item

24-13019

Agenda Date: 4/16/2024
Agenda #: 11.

Subject: Potential service-level reductions for the FY 2024-25 Proposed and Final Budgets

Provide confirmation on potential service-level reductions for the FY 2024-25 Proposed and Final Budgets

Presenters: Kristina Alfaro, Director of Administrative Services and Thomas Leung, Budget Manager



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: April 16, 2024

Subject

Potential service-level reductions for the FY 2024-25 Proposed and Final Budgets

Recommended Action

Provide confirmation on potential service-level reductions for the FY 2024-25 Proposed and Final Budgets

Reasons for Recommendation

Background

On [January 17, 2024](#), staff sought Council direction on potential service-level reductions to help resolve the City's structural deficit. Council provided feedback and directed staff to provide additional information on the following questions. Responses to those feedback and questions are included below.

Responses to Council Feedback

Operations and Maintenance

Feedback	Department Response
Confirm the City provides an ACH option so that customers are not limited to pay on credit cards only	The City currently has the capability to process ACH payments but is exploring methods to streamline the process. The ACH payment process will be finalized by July 2024, when the updated fee schedules go into effect. Furthermore, the City accepts checks and cash as a form of payment and customers would not incur the proposed credit card charge.
Provide information on costs to further reduce Scene printed copy	A digital-only Scene publication would reduce estimated costs by \$53,600 (\$9,000 printing cost + \$4,400 postage cost for 4 publications) per year. Currently, each printed issue of the Scene costs \$15,900,

	including \$2,500 for graphic design, \$9,000 for printing, and \$4,400 for mailing/postage.
Keep funding both CUSD and FUSHD crossing guard programs	Total crossing guard funding (estimated \$301,293 for CUSD and FUSHD) will be retained in the City's budget.
Keep Poet Laureate program but explore sponsorship opportunities	Staff has explored funding from the Library, but they decided against funding this program. Staff proposes retaining Poet Laureate funding (\$2,000) in the City's budget.
Keep staff training, as necessary	Staff training will be retained, as necessary.
Further understanding of how Enterprise Funds (BBF and Sports Center) and Senior Center expenses work	Staff from Parks and Recreation and Administrative Services met with the Mayor in early April to provide details on how the Senior Center and Blackberry Farm Enterprise Funds operate.

Infrastructure

Feedback	Department Response
Provide more information on sidewalk maintenance and street tree maintenance and how programs would work	Subsequent to the previous discussion, staff has revised this budget reduction proposal to minimize the cost impact to residents. Attachment A provides a description of the reductions. Updated fiscal impacts for sidewalks and trees are included below.
Research a potential fee or tax specific to the sidewalk and street tree programs	Staff will continue to explore revenue options. Generally, taxes for a specific purpose require a 2/3 majority to pass. Initial research indicates no neighboring agencies have implemented this option.
Confirm with CUSD on the proposal related to sports field at school grounds	Staff has been working with CUSD on options. Due to timing and contract commitments, staff recommends continuing this effort as advanced planning for FY 2025-26.

Fiscal Accountability

There was no Council follow-up for this item.

Community Benefit

Feedback	Department Response
Keep all programs but look for potential sponsorships	There is an ongoing effort to continue exploring potential sponsorship or donation options.

Updates to Service-Level Reductions

The following table shows changes to the proposed service-level reductions since they were first introduced on January 17, 2024. Any service-level reductions not listed are assumed to move forward unless Council provides additional direction.

Details for the proposed service-level reductions are included in Attachment A. The fiscal impact for the updated reductions is \$9.0 million, compared to \$10.5 million in reductions proposed on January 17, 2024.

Grouping	Proposed Service-Level Reduction 1/17/2024	Estimated Budget Reduction 1/17/2024	Updated Proposed Service-Level Reduction 4/16/2024	Updated Estimated Budget Reduction 4/16/2024	Difference
Operations and Maintenance	Reduce Crossing Guard Services	\$50,000	This reduction has been eliminated.	\$0	\$(50,000) Crossing guard funding will be retained in the budget per Council direction.
Operations and Maintenance	Reduce Budget for Internal Audit	\$70,000	Reduce Budget for Internal Audit	\$40,000	\$(30,000) Added back funding for one additional audit. Total budgeted cost is \$60,000, down from FY 2023-24 cost of \$100,000
Operations and Maintenance	Reduce Parks & Recreation Expenses	\$33,619	Reduce Parks & Recreation Expenses	\$31,619	\$(2,000) Added back funding for Poet Laureate program.
Infrastructure	Shift School District	\$737,394	This reduction	\$0	\$(737,394)

	Grounds Maintenance to School District		has been eliminated.		Due to timing and contract commitments, staff recommends continuing this effort as advanced planning for FY 2025-26
Infrastructure	Shift Street Tree Maintenance to Property Owners	\$455,008	Maintenance of Trees and Medians Service Level Reduction	\$200,000	\$(255,008) See Attachment
Infrastructure	Shift Sidewalk Maintenance to Property Owners	\$1,000,000	Maintenance of Sidewalk, Curb and Gutter Service Level Reduction	\$600,000	\$(400,000) See Attachment

Community Engagement

Following Council's study session and to encourage strong community involvement, interactive in-person town hall meetings were held on February 29, 2024 and April 11, 2024. The meetings aimed to engage residents, businesses, and stakeholders. These sessions provided enhanced transparency and collaboration, fostering inclusive decision-making processes.

Furthermore, during April, City staff organized focus groups and budget-related outreach at multiple locations across the city. These initiatives were aimed at ensuring diverse voices were heard and actively included in the budget discussions.

Next Steps

The service-level reductions will be incorporated into the FY 2024-25 Proposed Budget for Council consideration in May.

Sustainability Impact

No sustainability impact.

Fiscal Impact

Proposed service-level reductions and fiscal accountability measures are estimated to reduce ongoing expenditures by approximately \$9.0 million annually. Implementing these reductions would significantly help reduce the \$15 million structural deficit.

In the January 17, 2024 budget forecast, a deficit of \$10.1 million was projected for FY 2024-25. It is expected to be covered by \$9.0 million in reductions and \$1.1 million in unassigned fund balance. An updated forecast will be presented as part of the FY 2024-25 Proposed Budget. In the upcoming year, the City remains committed to tackling this deficit by balancing service-level reductions and revenue enhancements until the shortfall is resolved.

California Environmental Quality Act

Not applicable.

Prepared by: Thomas Leung, Budget Manager

Reviewed by: Kristina Alfaro, Director of Administrative Services
Matt Morley, Assistant City Manager

Approved for Submission by: Pamela Wu, City Manager

Attachments:

A – Public Works Sidewalk and Trees Follow-up

Maintenance of Trees and Medians Service Level Reduction

The original budget reduction proposal included shifting the cost and responsibility for street tree maintenance to adjacent property owners, and shifting the staff focus to city owned properties. As staff worked towards developing this revised program, the difficulty with enforcing maintenance and the resulting risk of unmaintained trees caused staff to relook at options.

Staff's new proposal explores a modification of its in-house services to include maintenance of the trees on City owned properties that have been maintained by contract in the Grounds Division, which would result in \$200,000 in reductions. The additional work associated with the previously contracted services will be reallocated within the department. The resulting service level impacts will be lengthening the tree trimming cycle (from 7-years to approximately 10 years). This cycle is at the edge of the recommended tree trimming cycle of 5-10 years, but still at an acceptable level of service compared to other municipalities. In addition, medians on key corridors, such as De Anza Boulevard and Stevens Creek Boulevard will retain a high level of maintenance. Other locations will be maintained at a less frequent interval, which could, for example, mean fewer shrubs resulting in less service needs.

The focus on tree maintenance over median maintenance prioritizes the safety associated with trees over the high-level aesthetic achieved in medians, resulting in medians that have a more average maintenance level.

Maintenance of Sidewalk, Curb and Gutter Service Level Reductions

The original budget reduction proposal included shifting the cost and responsibility for sidewalk maintenance to the adjacent property owner. In reviewing an implementation plan for this proposal, staff revisited the service delivery model and developed a preferred alternative, presented here.

This new alternative will retain City maintenance of sidewalks within the concrete maintenance program. The program will focus on ADA requirements and curb and gutter modifications to facilitate pavement maintenance. In addition, the program will shift the sidewalk maintenance focus from removal and replacement to grinding of tripping hazards, except in extreme situations. Grinding is a common solution that uses equipment to remove concrete where there are elevation changes (tripping hazards) between two sections of concrete. As a solution this has some advantages, including minimizing the environmental impact of removing and replacing concrete and significant cost savings. The disadvantages can include a less aesthetic solution and the inability to cure the underlying cause.

This option would result in a reduction in expenditures of approximately \$600,000 annually.



CITY OF CUPERTINO

Agenda Item

23-12357

Agenda Date: 4/16/2024
Agenda #: 12.

Subject: Study Session and staff presentation on the 6th Cycle Housing Element Update

Receive the staff presentation on the 6th Cycle Housing Element Update

Presenter: Luke Connolly, Assistant Director of Community Development



CITY OF CUPERTINO

Agenda Item

24-13064

Agenda Date: 4/16/2024
Agenda #: 13.

Subject: Councilmember Reports



CITY COUNCILMEMBER REPORT*

Meeting: Tuesday, April 16, 2024

+for the "Councilmember Reports" agenda item under the "COUNCIL REPORTS" section

Reporting Councilmember: Councilmember Liang Chao

Report Dates: 3/26/24 to 4/9/24

Section 1: Activities by Date (Date, Title, and Description):

NOTE:

- This list does not include internal meetings with staff only, such as prep sessions or meetings with the City Manager.
- This list includes activities to "represent the community I am elected to serve", "to respond to community needs and complaints," and "to communicate policies and programs to residents," among other [responsibilities](#) of a City Councilmember.
- Due to my work schedule, I have cut down on the event attendance for ceremonial purposes, especially those I have attended almost every year in the past. Instead, I focus more of my time on constituent services.

2024-04-01 Speech with Boy/Girl Scouts, Troop BSA 2485, on the U.S. Constitution and the Roles and Responsibilities of Citizens ([My presentation](#))

- I started with an example: "your friend has posted several articles claiming that the earth is flat, not round. What would you do?" to initiate a discussion on the rights to freedom of speech versus censorship.
- I showed that the Constitution has been amended a few times to add rights of citizens. But the Equal Rights Amendment to ensure "Equality of rights under the law shall not be denied or abridged by the United States or any State on account of sex" has not been rectified by all of the states in order to be added to the Constitution. [More info.](#)
- I then led an activity to give everyone a chance to talk about how one of the list rights or the responsibilities could be applied themselves now or in the future.

2024-04-02 Visited Memorial Park to observe the pilot pickleball program to provide 8 pickleball courts on two of the 5 tennis courts at the Memorial Park.

- The pilot program was likely started last September with 4 pickleball courts in one tennis court and then expanded to two tennis courts recently. The play hours allowed are daylight to 9pm.

- Inquired a resident about pickleball at Sports Center and learned that some tennis courts there are also shared with pickleball at some hours.

2024-04-04 Submitted questions to understand any current policies/practices to capture sales tax from building materials for construction projects in Cupertino, in response to a public comment at April 3 Council Meeting.

- A short response will be provided by staff soon.

2024-04-06 Discussed with a constituent about her concern that Cupertino's ACFR (Annual Comprehensive Financial Report) has not been completed yet, 10 months after the end of the fiscal year on June 30, 2023.

- Most cities have filed their ACFR by December 2023, within 6 months of the end of the fiscal year. An informative table is included in her [email](#), submitted as written communication for the upcoming April 16 Council meeting.
- A table in the email shows that quite a few cities have received the "Certificate of Achievement for Excellence" for many consecutive years and some received "Distinguished Budget Award: for consecutive years."

2024-04-07 Discussed with a constituent about the SB 330 project mentioned in this [article](#) at 20739 Scofield Drive, Cupertino, where 23 units are proposed to replace a single-family home. Another constituent inquired about the same project too a day later.

- From the Cupertino [GIS Property Information site](#), the site is zoned R1-10 with Low Density 1-5 units/acre. With 23 units on the 0.32 acre site, the density would be 71.8 units/acre.
- The single family homes in that area are mostly zoned R1-10 or R1-7.5. In fact, the [GIS Property Information site](#) shows that many other areas in Cupertino are zoned R1-10 or R1-7.5.

2024-04-08 Requested an update on the Cupertino Public Facilities Corporation, since a member of the public questioned it again at the April 3 Council meeting.

- A [memo](#) was provided to the Council last December. Staff has taken steps to fix the issues found.
- The Cupertino Public Facilities Corporation is a legal requirement for the debt issuance for multiple projects, such as the Library and the Community Hall from 2012. After the refinance in 2022, the outstanding balance is \$22M.

2024-03-27 Spoke with a constituent on her comment, regarding [Accounts Payable](#), questioning whether the Below-Market-Rate (BMR) funding has been used to pay attorney cost associated with YIMBY lawsuit on the Housing Element.

- The staff has provided memos [on this matter](#) and an earlier issue with federal CDBG Grant ([memo, timeline](#)). Steps have been taken to address the issue.
- Her [public comment](#) from the April 3 Council meeting provided [a chart of BMR fund](#) from 2014 to 2023 and expressed concerns on high administration cost and use of funds potentially not meeting the stated purpose.

2024-04-08 Spoke to a constituent about potential alternative locations for pickleball courts. Another constituent sent me the cost for pickleball courts in other cities.

2024-04-09 Phone call with President of [Retired Chinese Choir](#) at Mountain View Senior Center on the posting policies for flyers at Cupertino Senior Center, after multiple emails from her to request to post their flyers.

- The current unwritten policy: "Our practice for posting flyers is to highlight Cupertino Non-Profit programs and programs offered by the City." Thus, one wonders whether we should allow other non-profits to post their programs to outreach to Cupertino residents?

Section 2: Committee Assignment

- No committee assignment during this period

Section 3: Other Information of Interest to My Constituents:

1. [Housing Element Update](#):

- The revised third Housing Element draft, dated March 20, was posted on the City's website at engagecupertino.org/public-documents.
- The study session for Housing Element will be held at the April 16 Council Meeting. This would be the first meeting where a draft of the Housing Element is put on the the Council agenda.

2. [FUHSD By-Trustee-Area Election](#) in November 2024

- On April 9th, the CTAD Committee selected two maps to recommend to the FUHSD Board, who would adopt one at their April 24 meeting..
- Upcoming meetings:
 - Wednesday April 24, 2024 [FUHSD Board Meeting](#) (6 p.m.) - likely final adoption of the trustee-area maps

(Last Activity Report in the [April 3, 2024 Council Meeting Agenda](#).)



CITY COUNCILMEMBER REPORT

Meeting: April 16, 2024

Reporting Councilmember: Vice Mayor J.R. Fruen

Report Dates: 3/26/24 to 4/8/24

Event Date, Title, and Description:

Event 1. March 28, 2024 – **Meeting with representatives of Summerhill Homes** – I met with representatives of Summerhill Homes to discuss their proposed project at the former Fontana’s restaurant site and adjoining properties.

Event 2. March 29, 2024 – **Weekly Meeting with the City Manager** – I attended my weekly meeting with City Manager Wu to discuss the upcoming council agenda, resident concerns, and items of interest.

Event 3. March 29, 2024 – **City Work Plan and Memorial Park Specific Plan Briefing** – I attended this briefing and preparatory session offered by City Manager Pamela Wu, Assistant City Manager Matt Morley, and Chad Mosley and Susan Michaels of Public Works. The briefing was informative and useful preparation for the April 3 council discussion.

Event 4. April 2, 2024 – **Meeting with representatives of KIMCO** – I met with representatives of KIMCO Realty in relation to their request to extend their development agreement to develop a new hotel at the edge of Cupertino Village.

Event 5. April 5, 2024 – **Weekly Meeting with the City Manager** – I attended my weekly meeting with City Manager Wu to debrief on the April 3 council meeting, and to discuss the next council agenda, resident concerns, and items of interest.

Event 6. April 5, 2024 – **Fremont Union High Schools Foundation Dinner** – I attended this fundraiser dinner for the benefit of the Fremont Union High Schools Foundation which

City Council

Councilmember Report

provides grant money for the direct benefit of students and instructional programs at FUHSD's five high schools.

Event 7. April 7, 2024 – **Cupertino Holi** – Together with Mayor Mohan, I attended the kickoff of the Chamber of Commerce's annual Festival of Colors in Memorial Park. A chilly morning gave way to a bright and cheerful afternoon at a very well attended event.



CITY COUNCILMEMBER REPORT

Meeting: April 16, 2024

Reporting Councilmember: Mayor Sheila Mohan

Report Dates: 3/26/24 to 4/8/24

Item Date, Title, and Description:

3/26/24: Met with representatives of the **Age Friendly Cupertino Group** to discuss their concerns including housing for care staff for seniors, transportation for seniors, affordable housing, senior-friendly housing at all income levels, and demographics of Cupertino in the next few years.

3/27/24: Attended the **West Valley Mayors and Managers** meeting. Mayors and City Managers from Campbell, Los Gatos, Monta Sereno and Saratoga discussed the housing element status in each city, housing laws update, and the challenges posed by requirements of the Housing Elements. The West Valley cities, except Campbell, are all awaiting certification from HCD.

3/27/24: Together with Councilmembers Wei and Moore, I attended the **Lehigh Annual Meeting** moderated by County Supervisor Joe Simitian and hosted by the City of Cupertino. The topic of discussion was the future of the Lehigh Cement Plant and Quarry site. A panel representing several oversight agencies answered questions from community members. Supervisor Simitian reiterated the commitment to permanently close the cement plant, and end quarrying activity. Restoration of the site is expected to take many years, but it will happen.

3/28/24: To celebrate **Read Across America**, a national program to encourage children to read, I read "Green City" by DyAnne DiSalvo-Ryan to 3rd graders from Stevens Creek Elementary School. The children's book featured characters who secretly planted seeds along the very tiny and very urban sidewalk and watched a green city come to life. Deputy Sheriff Patel, the resource officer for the school, coordinated the reading session.

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3/28/24: Interviewed with Samhita Kashyap, a student of Monta Vista High School, about the possibility of the City extending the hours of operation of the **SV Hopper** to enable students who take public transportation to attend after-school activities.

3/29/24: Enjoyed a lunch at the lovely Parkside restaurant in Los Gatos, hosted by Councilmember Maria Ristow. This was a group of **women elected officials**, past and present, who shared their experiences in public service and the joys and challenges they encountered along the way.

3/29/24: Together with Sunnyvale Mayor Larry Klein and Vice Mayor Murali Srinivasan, I performed the ribbon-cutting for **Kovai, a South Indian restaurant** which opened on De Anza Blvd. The restaurant is located in San Jose, but only a few feet from Cupertino, and specializes in South Indian delicacies such as dosa and idli.

3/30/24: Braved some initially inclement weather to participate in the **Big Bunny 5K fun** run. The 3.1-mile race through the streets of Cupertino started and finished at the Civic Center Plaza. Approximately 500 participants attended. Councilmember Kitty Moore and I distributed medals to winners in several categories. Kudos to Councilmember Moore for finishing in the top three in her category.

4/2/24: Participated in a zoom meeting with representatives of **Kimco** to discuss their plans for a hotel in the Cupertino Village. This was in preparation for the 4/3/24 Council agenda on which this item appeared.

4/3/24: Attended a meeting with a Cupertino resident, an advocate for the **bird safe and dark skies ordinance** to be included in all discussions pertaining to new developments in the City.

4/5/24: I was the guest speaker at the **Chamber of Commerce Legislative Action Committee** meeting, and my remarks focused on recent developments in the city and recent actions approved by the City Council to enhance economic development activities and welcome small businesses.

4/5/24: I attended the Spring for Education, a fund raiser for the **FUHSD Foundation**. A well-attended event which featured performances by high school students, a catered dinner and a very successful silent auction.

4/7/24: The Chamber of Commerce organized a fun-filled **Holi celebration** in Memorial Park. A large number of members of the public celebrated the arrival of Spring by tossing

City Council

Councilmember Report

colors, dancing to the lively music, and enjoying food at the food trucks. Together with Vice Mayor Fruen and other elected officials, I made a few remarks welcoming the crowd.

4/8/24: I hosted the monthly **Chai and Chat with the Mayor** at Starbucks inside Target. A group of about 15 attended and asked questions ranging from pickle ball courts to stray cats to pavement repairs.



CITY COUNCILMEMBER REPORT

Meeting: April 16, 2024

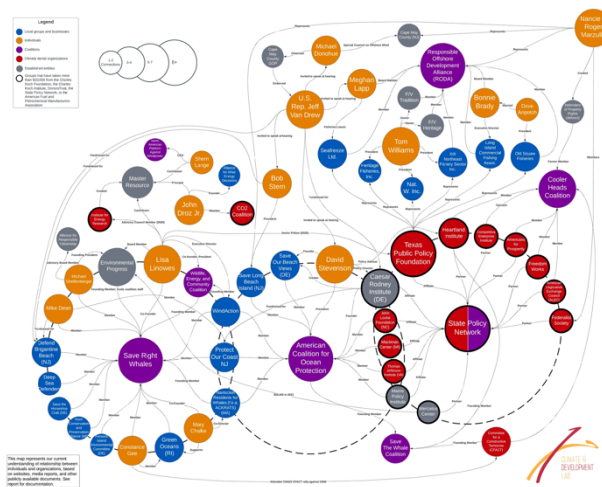
Reporting Councilmember: **Councilmember Kitty Moore**

Report Dates: 3/26/24 to 4/8/24

Event Date, Title, and Description:

March 27, 2024. Attended EOPA NY/NJ Offshore Wind Virtual Summit live webinar. This 3-hour event included electeds from across the U.S. for an enlightening discussion about offshore wind farms and the challenges these energy sources face. From the webinar host: “The virtual summit will highlight state and local policy solutions for offshore wind investments, leasing, manufacturing, workforce development projects, supply chains, labor laws and prevailing wage, and environmental reviews to keep offshore wind moving forward. Led by representatives of frontline communities across New Jersey and New York, our virtual Summit will provide an educational opportunity for how offshore wind will benefit NY/NJ communities and why offshore wind is the safest way of providing energy for our communities and future.” Source:

<https://protectingamerica.net/events/eopa-ny-nj-offshore-wind-virtual-summit/>



During the summit, Brown University’s Climate and Development Lab’s report on offshore wind opposition was mentioned with a complex funding network map included here, above, with a link below to their report “Against the Wind: A Map of the Anti-Offshore Wind Network in the Eastern United States” December 2023:

<https://www.climatedevlab.brown.edu/post/against-the-wind-a-map-of-the-anti-offshore-wind-network-in-the-eastern-united-states>

January 8, 2024-March 27, 2024. Completed Winter quarter Environmental Studies courses: Environmental Management Tools: Environmental Management Systems & Environmental Performance Reporting and Environmental Resource Mgmt & Pollution Prevention: Air, Water & Land. Topics: quality management-related ISO 14001 sustainability planning standards, air pollution controls, water law and clean-up standards. This is the start of my third year in Environmental Studies. Class has reviewed our Cupertino GP, Sustainability elements, local Superfund sites, and studied groundwater contamination. The 11 courses in ES completed the Basic Environmental Studies Certificate Program, the current quarter will wrap up the Advanced Program.

March 27, 2024. Supervisor Joe Simitian's Annual Lehigh Cement Plant/Heidelberg Materials Community Meeting. Attended this year's update on the cement plant which is no longer producing cement. For a concise and interesting history of the plant read here: https://en.wikipedia.org/wiki/Permanente_Quarry Information from the County is here: <https://plandev.sccgov.org/policies-programs/smara/permanente> Of note, it will take around ten years for the reclamation to begin, and that filling the pit is expected to take 30 years with 600 truck trips per day, and that is after going through a process with public engagement regarding the specifics of the plan. After the meeting I asked members of the panel about the potential for PFAS in the groundwater considering firefighting and metal manufacturing at the site.

March 29, 2024. Attended a prep session with Staff regarding Memorial Park and the City Work Program.

March 30, 2024. Big Bunny 5K. Competed in this fun and excellent run for kids of all ages. Placed 3rd for my age group for the 3rd year in a row and helped pass out medals to the participants donning our bunny ears.

April 3, 2024. City Council Meeting.

April 4, 2024. Attended the Catalyze SV tour of the Vitalia below market rate housing project in San Jose. This is a 79-unit affordable housing development on South Bascom Avenue which is very thoughtfully built for the residents. The development reduced the height to accommodate concerns from the single-family development which it backs to. In making this accommodation the developer needed to add a level of underground parking. Landscaping is beautifully done with attractive bioretention ponds as well. With the pandemic in mind, there is plenty of outside air circulation to improve indoor air quality.

You may read more about the Vitalia development here:

https://housing.sanjoseca.gov/listing/4a27d186-4bcb-4a4d-b731-d457b848abd1/vitalia_apartments_3100_s_bascom_avenue_san_jose_ca

Here are some photographs of the tour showing the art glass mural in the lobby, a kitchen in one of the units, and the view of the Valley from the upper deck:



April 5, 2024. Represented the City at the County of Santa Clara “Housing and Community Development Advisory Committee” at 70 W. Hedding St. San Jose. Meeting agenda may be found here:

https://sccgov.ig2.com/Citizens/Detail_Meeting.aspx?ID=16207

This committee last met in 2022 and will likely only have this one meeting for the year. After approving the minutes from the prior meeting, the Committee received a presentation on the FY 24-25 funding recommendations relating to the Community Development Block Grant (CDBG) and HOME Investment Partnerships Act Program to forward to the Board of Supervisors for considerations. The Committee held a robust discussion on these funding sources and recommended the Board approve their use per staff recommendation.

Because the City of Cupertino has over 50,000 residents, like other larger cities in the county, we do not receive county CDBG funds, and instead receive them directly from HUD. Cupertino is however part of the HOME Consortium and should an affordable housing development be “shovel ready” they should apply for HOME Consortium funding which is a little over \$1M currently.

During the meeting I requested an update on the 2020-2025 Community Plan to End Homelessness which is a roadmap of strategies to end homelessness in the county which Cupertino endorsed. Here are the 3 strategies:



Source: <https://osh.sccgov.org/continuum-care/reports-and-publications/community-plan-end-homelessness>

The following are the targets to be achieved by 2025 and the progress update provided in the meeting:

Target	Progress
Achieve a 30% reduction in the annual inflow of people becoming homeless	Not at 30% yet, had significant pandemic impacts
House 20,000 people through the supportive housing system	Over 14,000 people have been housed
Double the temporary housing and shelter capacity to reduce the number of people sleeping outside	44% increase with 384 temporary units in the pipeline
Address the racial inequities present among unhoused people and families and track progress toward reducing disparities	See December 2023 year-end update here: https://osh.sccgov.org/sites/g/files/exjcpb671/files/documents/2023-year-end-progress-report.pdf

More information on the plan is here: <https://osh.sccgov.org/continuum-care/reports-and-publications/community-plan-end-homelessness>

Information on Destination: Home is here: <https://destinationhomesv.org/>

April 8, 2024. Attended 2:1 meeting with the City Manager and City Attorney.

April 8, 2024. Addressed constituent concerns regarding the newest SB 330 project, grants to small businesses, contracts, ACFR, Certificates of Participation, Housing Element, and City Budget.



CITY COUNCILMEMBER REPORT

Meeting: April 16, 2024

Reporting Councilmember: Councilmember Hung Wei

Report Dates: 3/26/24 to 4/8/24

Item Date, Title, and Description:

Event 1. Tuesday March 26, 2024 @3:00pm, meeting with KIMCO representatives at Cupertino Village

Met with Michael and Sunil from KIMCO to go over designs and plans for extension of the hotel at Cupertino Village.

Event 2. Wednesday March 27, 2024 @ 6:30pm, Annual Lehigh Southwest Cement Plant Public Hearing @ Cupertino Community Hall

Attended the Annual Lehigh Southwest Cement Plant Public Hearing hosted by County Board of Supervisor Joe Simitian.

Event 3. Friday March 29, 2024 @ Noon, Luncheon with former and current women City Councilmembers and elected officials hosted by Los Gatos Councilwoman Maria Ristow

Attended the quarterly get-together of women elected officials, former and current, to network, exchange ideas, and fellowship.

Event 4. Friday March 29, 2024 @ 2:00pm, Prep Session with City staff on Vision Zero and Memorial Park

Attended a Prep Session with staff on Vision Zero and Memorial Park with Q&A to prepare for the upcoming City Council Meeting.

Event 5. Saturday March 30, 2024 @ 1:00pm, Northern California Chinese Schools Association Annual Student Competition Award Ceremony

Attended and giving Awards, as Cupertino City Councilmember, to winners of the Northern California Chinese Schools Association's annual competition.

Event 6. Monday April 1, 2024 @ 3:00pm, meeting with representatives from Summer Hill Homes

Met with representatives from Summer Hill Homes to go over designs and plans on its proposed project on 20840 Stevens Creek Blvd.

Event 7. Friday April 5, 2024 @ 12:30pm, Legislative Action Committee ZOOM meeting hosted by Cupertino Chamber of Commerce with Mayor Sheila Mohan as Keynote Speaker

Attended the ZOOM meeting of the Legislative Action Committee Meeting of the Cupertino Chamber of Commerce and listened to Mayor Sheila Mohan's address to the Chamber Board Members and the public.

Event 8. Friday April 5, 2024 @ 5:00pm, the Fremont Union High Schools Foundation's Spring for Education fundraiser @ Cupertino Quinlan Center

Attended the Annual Spring for Education fundraiser hosted by the Fremont Union High Schools Foundation benefiting students in five public high schools with student performances and testimonials. The fundraiser was well attended by local public officials, teachers, district staff, parents, and the general public who support public education and teen education.



CITY OF CUPERTINO

Agenda Item

24-13073

Agenda Date: 4/16/2024
Agenda #: 14.

Subject: Conference with legal counsel - existing litigation pursuant to Government Code § 54956.9 (*Lewis & Tibbits, Inc. v. City of Cupertino*, Santa Clara County Superior Court Case No. 23CV423990)