

CC 10-04-2022

Oral
Communications

Written Comments

From: [Rhoda Fry](#)
To: [City Clerk](#)
Subject: Items for public comment today 10/4/2022
Date: Tuesday, October 4, 2022 3:50:10 PM
Attachments: [Tort Claim.pdf](#)
[Public Comment 2018 5 11.pdf](#)

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Hi City Clerk,

Please add these to public comment for today.

These are letters submitted to the public that complained about our City Attorney on 5/11/2018. Jean Bedord complained that he was "by the book" and City Council candidate JR Fruen had other gripes.

The City Attorney was subsequently fired and filed a wrongful termination suit and the City settled with him.

His concerns listed in his tort claim, such as staff writing contracts without running them through his office, turned out to be prescient.

Thanks,

Rhoda Fry

Government Tort Claim

Per California Government Code § 910, Randolph Hom submits the following Government Tort Claim.

Name and post office address of the claimant

Randolph Hom
P.O. Box 2681
Castro Valley, CA 94546

Post office address to which the person presenting the claim desires notices to be sent.

Adam Zapala c/o Cotchett, Pitre & McCarthy, LLP
San Francisco Airport Office Center
840 Malcom Road
Burlingame, CA 94010
Telephone: (650) 697-6000
Email: azapala@cpmlegal.com

Date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

The City of Cupertino with the participation of Barry Chang, terminated and/or engaged in an adverse action upon Mr. Hom on May 11, 2018, because he had engaged in protected activity - opposing practices believed to be unethical and illegal. Mr. Hom's termination was a retaliatory discharge in violation of the California employment laws (Gov. Code Section 12940(h) *et seq.* and other applicable provisions). The City of Cupertino's conduct also violated California Labor Code section 1102.5, and caused intentional and negligent infliction of emotional distress. Finally, the City's conduct constituted retaliation for exercising Mr. Hom's free speech rights under the federal and California constitutions. There may be additional causes of action that come to light as our investigation progresses.

Mr. Hom was hired as the City Attorney on January 4, 2016. Between that date and his ultimate termination/adverse employment action, the City approved the renewal of Mr. Hom's contract twice, and each time he passed performance reviews with flying colors. Mr. Hom has had a number of successes at the City, including successfully defending the City from a number of lawsuits. The City ultimately terminated (and/or engaged in an adverse employment action against) Mr. Hom because he expressed legal opinions and opposed conduct that conflicted with the agenda of certain City councilmembers, including Barry Chang, to push a \$3 billion plus SB35 Application by Sandhill Development for the redevelopment of the Vallco Mall ("Application"). Mr. Hom and other legal counsel affiliated with the Cupertino City Attorney's Office ("CAO") had preliminarily concluded that the development plan was unlawful for a variety of reasons, including but not limited to, its inconsistency with the City's General Plan.

On April 24, 2018, Mr. Hom emailed David Brandt, City Manager, and Aarti Shivastava, Assistant City Manager and Director of Community Development, regarding his concerns about the Vallco project for their "immediate consideration and action."

On April 27, 2018, Mr. Hom and other legal counsel, spoke with representatives from the City about the proposed development. They again relayed the deficiencies in Sandhill's

Application, and again implored the City to be honest with Sandhill about them. In response, City councilmember Barry Chang angrily sent a series of text messages to Mr. Hom, telling him not to send anything to Sandhill or its attorneys, Morrison & Foerster ("Mofo") regarding the Application's deficiencies. Mr. Chang told Mr. Hom to meet him at his office the next day, where Mr. Chang arrived irate. Mr. Chang berated Mr. Hom about his opposition to the Sandhill project on legal grounds.

Mr. Chang returned to Mr. Hom's office a few hours later and informed Mr. Hom that if his whistleblowing conduct continued, he would have no choice but to put Mr. Hom up for a performance review and that he would see to his termination. Mr. Chang explained he had already obtained the necessary votes from two other councilmembers to terminate Mr. Hom should his opposition continue. Chang called Mr. Hom an "obstructionist" and claimed councilmember Rod Sinks hated him [Hom] "because he is Chinese, Mr. Sinks hates the Chinese, and never wanted him in the City Attorney position in the first place." Finally, Mr. Chang admitted to having multiple "off the record" meetings with the developer/attorneys at Mofo to discuss Vallco, and claimed he and other City representatives had been meeting with them for years.

At a May 7, 2018 meeting with Mofo, Mr. Hom and other legal counsel again presented their views to the Mofo attorneys that the development plan was non-compliant. The attorneys from both entities agreed to discuss internally and reconvene later in the week, on Thursday, May 10, 2018. Instead, Mofo cancelled the meeting without explanation. Mr. Hom was terminated the very next day by being placed on administrative leave.

In addition to the foregoing, Mr. Hom also opposed various Brown Act violations during his time at the City. The Brown Act states that City councilmembers shall not, outside an authorized meeting, "use a series of communications of any kind ... to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body." Gov. Code Section 54952.2(b)(1). Mr. Hom learned that some City councilmembers engaged in *ex parte* discussions with the developer/developer's attorneys about the Sandhill Application on numerous occasions. These communications occurred during the sensitive time period between submission of the application and the deadline upon which the City would approve it. But more than that, the friendly relationship between the developer/developer's attorneys and the City's representatives/councilmembers has flourished for over a decade.

Mr. Hom learned of many more unethical/illegal discussion and meetings, between: Mr. Brandt, Ms. Shrivastava and developer/Mofo; Mr. Chang and other councilmembers/City representatives and developer/Mofo over many years both related to Vallco and Apple 2 campus in Cupertino (also represented by Mofo); various upper level City staff and councilmembers and Sandhill representatives concerning developer-friendly amendments to the City's General Plan in December 2014. These amendments were enacted, at Sandhill's request.

Mr. Hom also actively opposed conduct that violated the Cupertino Municipal Code ("Code"), which arms the City Attorney with the responsibility to approve all contracts. *See* Code Section 2.18.020. Mr. Hom came to learn that City staff regularly entered into, renewed or revised contracts without CAO approval. As but one example, a renewed contract with Verde Design contained an attachment regarding insurance requirements. That attachment decreased the City's Comprehensive General Liability limits by half, from \$2 million per occurrence and \$4 million aggregate, to \$1 and \$2 million, respectively. This agreement was not prepared or approved by the

CAO. Mr. Hom repeatedly vocalized his opposition to a variety of similar improprieties, and his whistleblowing in that regard was a substantial reason for his termination.

In reaction to Mr. Hom consistently voicing his opposition to the City's illegal or unethical conduct as described above, he was terminated on May 11, 2018. Mayor Darcy Paul telephoned Mr. Hom with news that the City Council voted 3-2 to terminate his employment. Mr. Hom was terminated to muzzle his legal opinions to bring the City and development projects into compliance with the law.

A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

Mr. Hom suffered substantial financial loss and continues to suffer substantial financial loss well in excess of \$10,000. Mr. Hom, therefore, is not required to state an exact amount of damages, as those damages will be proved (and provided to the City) after discovery and expert testimony about his financial loss. The case will be an unlimited civil action.

Present Causes of Action¹

- (1) Retaliatory discharge for engaging in protected activity in violation of Cal. Gov. Code § 12940(h) and other applicable provisions;
- (2) Retaliatory discharge for engaging in protected activity in violation of 42 U.S.C. §2000e-3(a) and other applicable provisions;
- (3) Retaliatory discharge in violation of Cal. Labor Code § 1102.5;
- (4) Retaliatory discharge in violation of the First Amendment and the California Constitution (Art. 1, § 2);
- (5) Intentional infliction of emotional distress;
- (6) Negligent infliction of emotional distress; and
- (7) Other causes of action arising out of the same incidents, occurrences, events, or common nucleus of operative facts.

The name or names of the public employee or employees causing the injury, damage, or loss, if known.

- City of Cupertino councilmember Barry Chang;
- The City of Cupertino City Council, including but not limited to all members of the Council.

Signed:

10/22/18



Adam J. Zapala

¹ Plaintiff reserves the right to include additional causes of action based on continued investigation and the facts giving rise to this dispute.

Cotchett, Pitre & McCarthy, LLP
San Francisco Airport Office Center
840 Malcom Road
Burlingame, CA 94010
Telephone: (650) 697-6000
Email: azapala@cpmlegal.com

*Attorney for Claimant Randolph
Hom*

Cc 5/11/18
#1

Lauren Sapudar

From: Grace Schmidt
Sent: Wednesday, May 09, 2018 1:12 PM
To: Lauren Sapudar
Subject: FW: Review City Attorney, Friday, May 11, 2018

From: Gary Jones [mailto:gjoneshome@yahoo.com]
Sent: Wednesday, May 09, 2018 12:28 PM
To: David Brandt <Davidb@cupertino.org>; council@cupertino.org
Cc: Grace Schmidt <graces@cupertino.org>
Subject: Review City Attorney, Friday, May 11, 2018

David and Council

I'll keep this short. I understand there is a Friday closed session to review our city attorney.

My 2 cents is that the City of Cupertino is a very valuable internationally known brand demanding a level of legal support commensurate with Cupertino moving forward.

The city is faced with some daunting issues as to land use, political upheaval as we await the results of litigation, an upcoming potentially difficult election for city council seats, potential bond issue to build a new city hall and addition to our library, and more. IMHO, we are now a city that requires the fulltime attention of an attorney with substantial, current forward looking legal background in civic matters.

Respectfully,

Gary Jones, 42 year resident of Cupertino

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From: gjoneshome@yahoo.com

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Friday, May 11th, 2018 3:30

Honorable Mayor Darcy Paul and Vice-Mayor Rod Sinks and City Council,

As members of the Cupertino Historical Society, we are concerned that the performance of our city attorney, and how his office consistently and adversely affects our attempts to collaborate or otherwise do business with the city of Cupertino.

We remain frustrated with several projects currently on hold which negatively impacts our outreach to the city.

One example is our collaboration with Cupertino Rotary to restore the Stockmeir house and grounds. Louis Stockmeir was one of the early advocates for Cupertino's incorporation as a city, the first Cupertino City Historian and founder and president of the Cupertino Historical Society. The house continues to sit empty and derelict because the city attorney does not approve of the project. We understand if he does not support a given project, he may recommend against proceeding. However, to thwart proposals of which he does not approve seems far beyond the appropriate scope of his office.

Another project impacted involves our antique farm equipment. The Cupertino Historical Society would like to place some of this equipment at McClellan Ranch which will enhance the park and educate our youth about our agricultural past. We have been working with city staff, which has been very supportive on this issue for over a year and a half. But, due to a backlog at the city attorney's office, this issue has still not been reviewed. It is our understanding that our's is just one of many agreements held up due to the delays and obstructions at the city attorney's office.

None of these beneficial projects are getting done, Stockmeir renovation, McClellan farm equipment and tools sharing, the upgrade of the Blesch house, which has been sitting empty for at least four years.

Either Historical Society projects are being singled out for neglect, or as we have been informed, all of the city's business is being handled in this deficient manner. These delays and inadequate service do not meet the traditionally high standards of professionalism and service represented by the city generally, and the city attorney's office specifically.

City staff, the city council, and our community need a city attorney with a CAN DO; not a CAN'T DO attitude!

Donna Austin, Shannon Lee, Sharon Blaine, Janet Riddell, Jane Alvarado

Lauren Sapudar

From: bedord@gmail.com on behalf of Jean Bedord <Jean@bedord.com>
Sent: Thursday, May 10, 2018 2:00 PM
To: City Council; City Clerk
Subject: Review City Attorney, Friday, May 11, 2018 - Randy Hom lacks leadership

Mayor Paul and Council Members,

As someone who has been attending city council meetings regularly for the past two years, I am disappointed in the lack of leadership and political savvy demonstrated by our city attorney, Randy Hom. I'm quite concerned that his "by the book" approach creates more problems than the more pro-active leadership shown by previous city attorneys. My observation is that he lacked effectiveness in quieting controversy in both of these cases:

* The fire drill for the city council to act on the new housing bills effective Jan. 1, 2018. When this issue was raised in the Nov. 7, 2017 council meeting, it should have been immediately obvious that noticing requirements precluded any binding action prior to the end of the year. The fallout from public outcry at the Nov. 21 meeting in the middle of Thanksgiving week continues six months later, and will haunt the 2018 elections, with accusations that the council did not "protect" the city from implementation of SB 35.

* During the Westport vote in 2017, the agenda and voting procedure was confusing, and the council struggled to figure out the process. Why didn't Randy Hom review the process in advance to prevent the mess or have an alternative? He did not install any confidence in the competence of the council or city staff -- they came across as not knowing what they were doing.

Now that there has been an SB 35 application filed with the city, I'm concerned that Randy Hom's approach will result in lawsuits on a much larger scale than the penny-ante Measure C lawsuit initiated by Steven Scharf and the Better Cupertino PAC. Please disqualify Councilman Scharf from the vote since he is a party in active litigation where the city attorney is the legal representative of the city, his opponent, which creates a conflict of interest.

The city deserves a new city attorney with world class leadership skills, as well as land use and municipal law expertise. Please take appropriate action.

Warm regards,
Jean Bedord
Cupertino Resident

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To: cityclerk@cupertino.org
From: bedord@gmail.com

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Mr. Mayor and members of the city council:

Like many other Cupertino residents, it dismays me to appear before you today given the topic at hand.

The heart of an attorney's duty of loyalty is his protection and furtherance of his client's interests. For any client, those interests range beyond shielding against legal exposure. In the case of this city, they include community cohesion and vitality as memorialized in the city's mission statement: "to provide exceptional service, encourage all members of the community to support one another, and support the values of education, innovation and collaboration."

From the Cupertino Historical Society to the Friends of Stevens Creek Trail, various non-profit groups with longstanding roots in this community report increased difficulty in complying with the impositions of new requirements that appear solely calibrated to forestall any liability on the part of the city, without apparent regard to the value these institutions return to Cupertino and its residents. This excessively cautious approach undervalues a host of city interests that extend far beyond legal risk. This matter lies within the remit of the city attorney's office.

Similarly, it has come to my attention that the longtime owner of Vardy's received a cross-complaint for contribution from the city in June 2017, without any apparent forewarning. While this filing likely safeguarded the monetary interests of the city, a more collaborative approach in the best traditions of an attorney's duty to opposing parties and our city's mission statement could have achieved a less acrimonious result. Regardless of whether this action occurred in response to proper consultation with the city council, the advice given matters and our locally-owned businesses deserve to know that they have a partner in the city, not a knee-jerk adversary.

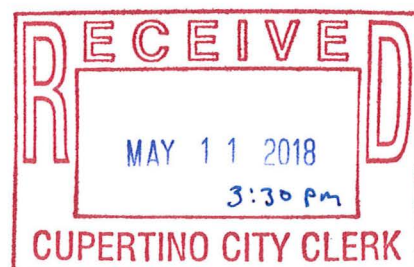
By contrast, I am struck at the lack of response from the city attorney during moments of conflict that damage public trust and could lead to exposure. The August 15, 2017 gateway vote on three separate projects immediately comes to mind. The council struggled at length to determine just the proper procedure for voting. This left the council and staff appearing hapless in a moment of heavy public scrutiny. Sufficient advance vetting of the voting procedure or intervention from the city attorney at that moment could have solved the problem.

Indeed, this disengagement appears to be commonplace--I cannot recall the last time the city attorney resolved an ongoing conflict on the city council dais, nor can I recall encountering the city attorney at public events.

I am not here to impugn the technical competence of the city attorney; but I feel that Cupertino deserves the best, not a city attorney who is absent in body from civic life, and absent in word from council meetings.

I wish this council much wisdom in its deliberations today. Thank you.

J.R. Fruen
Cupertino Resident



From: [Rhoda Fry](#)
To: [City Clerk](#)
Subject: City Council 10/4/2022 for public comment
Date: Tuesday, October 4, 2022 4:00:41 PM
Attachments: [Vallco Contamination Letters.pdf](#)

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Dear City Clerk,
Please add these for public comment for the 10/4/2022 city council.
It is a shame that people are trying to intimidate the Department of Environmental Health.
Thanks,
Rhoda

From: [Gaddi, Rochelle](#)
To: [April Scott](#)
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Vallco delay
Date: Tuesday, January 25, 2022 3:45:00 PM

Good afternoon Ms Scott,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891

mail to: rochelle.gaddi@deh.sccgov.org

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From: April Scott <aprscott@gmail.com>

Sent: Friday, January 21, 2022 4:00 PM

To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>

Subject: [EXTERNAL] Vallco delay

Dear Supervisors and Department of Environmental Health (DEH),

I'm writing today because I find it unacceptable that the Vallco soil removal application has been in front of the Department of Environmental Health (DEH) for nine months and there has been NO action taken. Soil removal is a routine process and DEH has taken far too long. The application was initially filed April 15, 2021. DEH's prolonged delay is holding up the **largest affordable housing project in the northern half of California**, as well as the vibrant community spaces, green space, and destination retail that will be built along with it. We urge the Board of Supervisors and DEH to move this application along immediately so the contaminated soil can be removed and construction can begin on Vallco.

This Vallco project has been a long-time dream and we finally were seeing the light. PLEASE do not delay this any further

Thank you,
April Scott
Cupertino Resident since 1983.

From: [Gaddi, Rochelle](#)
To: primadona1@comcast.net
Cc: [O'Regan, Gerald](#); [Kaahaaina, Jennifer](#)
Subject: RE: [EXTERNAL] Please expedite the Vallco's soil removal application
Date: Tuesday, January 25, 2022 3:44:00 PM

Good afternoon Ms Austin,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891

mail to: rochelle.gaddi@deh.sccgov.org

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From: primadona1@comcast.net <primadona1@comcast.net>
Sent: Friday, January 21, 2022 8:19 PM
To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Please expedite the Vallco's soil removal application

Dear Supervisors: Cindy Chavez, Mike Wasserman, Otto Lee, Susan Ellenberg, Joe Simitian,

Your mission

The mission of the County of Santa Clara is to *plan* for the needs of a dynamic community, *provide* quality services, and *promote* a healthy, safe and prosperous community for all.

Please expedite the Vallco's soil removal application which has been in front of the Department of Environmental Health for months. This delay has been holding up the largest affordable housing project in northern California. We desperately need housing for all segments of our society. The Vallco development will also bring much needed green space and destination retail. We urge the Board of Supervisors and the Department of Environmental Health to expedite this application, so that soil and contaminants can be removed, so that the approved Vallco project can begin! Housing is vital! Please approve the clean-up application. Thank you in advance for supporting a healthy, safe and prosperous community for all, by expediting this application!

Donna Austin and Scot Austin

Life Long residents of Santa Clara Valley

22283 N. De Anza Circle

Cupertino, CA 95014

408-499-9031

Primadona1@comcast.net

Scotaustin1@outlook.com

From: [Gaddi, Rochelle](#)
To: [Farnejat](#)
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Re: The Vallco soil removal application
Date: Tuesday, January 25, 2022 3:40:49 PM

Good afternoon Ms Nejat,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – Global ID T10000017167. They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS
Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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-----Original Message-----

From: Farnejat <farnejat@yahoo.com>

Sent: Sunday, January 23, 2022 7:49 PM

To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; supervisor.ellenberg@bos.sccgov.org; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>; Nguyen, The-vu <The-vu.Nguyen@BOS.SCCGOV.ORG>; Suzanne Wheaton <suzanne.wheaton@bos.sccgov.org>

Cc: Fariba Dadfarmay Nejat <farnejat@yahoo.com>

Subject: [EXTERNAL] Re: The Vallco soil removal application

Greetings dear Board of Supervisors and Department of Environmental Health (DEH),

Hope all is well and safe!

I have been living in Cupertino for over 30 years and I'm writing today because I find it unacceptable that the Vallco soil removal application has been in front of the Department of Environmental Health (DEH) for nine months and there has been NO action taken. Soil removal is a routine process and DEH has taken far too long. The application was initially filed April 15, 2021. DEH's prolonged delay is holding up the largest affordable housing project in the northern half of California, as well as the vibrant community spaces, green space, and destination retail that will be built along with it. We urge the Board of Supervisors and DEH to move this application along immediately so the contaminated soil can be removed and construction can begin on Vallco.

Best,

Fariba Nejat

408-373-7773

Sent from my iPhone

From: [Gaddi, Rochelle](#)
To: [Hemant Buch](#)
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Regarding Vallco Soil removal application approval delay - Urgent Attention request from community
Date: Tuesday, January 25, 2022 4:07:54 PM

Hello Mr Buch,

Please note that this is an iterative process and it is time intensive as it requires necessary document revisions and additional reviews. The developer has been responsive and the communication exchange between the Department of Environmental Health and the Developer's representative is ongoing.

Thank you,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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From: Hemant Buch <buchhemant@yahoo.com>
Sent: Tuesday, January 25, 2022 3:58 PM
To: Gaddi, Rochelle <Rochelle.Gaddi@cep.sccgov.org>
Cc: Kaahaaina, Jennifer <Jennifer.Kaahaaina@cep.sccgov.org>; O'Regan, Gerald <Gerald.OREgan@cep.sccgov.org>
Subject: Re: [EXTERNAL] Regarding Vallco Soil removal application approval delay - Urgent Attention request from community

Thanks Gaddi. We will pursue the developer to expedite. I would have thought that developers want to move fast on the project but looks like they still need some work cutout. Hopefully, since you have final papers please expedite.

re,
Hemant

On Tuesday, January 25, 2022, 03:41:59 PM PST, Gaddi, Rochelle <rochelle.gaddi@cep.sccgov.org> wrote:

Good afternoon Mr Buch,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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From: Hemant Buch <buchhemant@yahoo.com>
Sent: Saturday, January 22, 2022 5:03 PM
To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Regarding Vallco Soil removal application approval delay - Urgent Attention request from community

Dear Supervisors and Department of Environmental Health (DEH),

I'm writing today because I find it unacceptable that the Vallco soil removal application has been in front of the Department of Environmental Health (DEH) for **nine months** and there has been **NO** action taken. Soil removal is a routine process and DEH has taken far too long. We have learned that the application was initially filed April 15, 2021. DEH's prolonged delay is holding up the **largest affordable housing project in the northern half of California**, as well as the vibrant community spaces, green space, and destination retail that will be built along with it. We urge the Board of Supervisors and DEH to move this application along immediately so the contaminated soil can be removed and construction can begin on Vallco.

Thank you,

Hemant Buch

From: [Gaddi, Rochelle](#)
To: [Josh Selo](#)
Cc: [District1](#); [Chavez, Cindy](#); [Supervisor.Lee](#); [Ellenberg, Supervisor](#); [Supervisor Simitian](#); [Smith, Jeff](#); [Marquez, Miguel](#); [Gallegos, Sylvia](#); [Zientek, Jo](#); [Kaahaaina, Jennifer](#)
Subject: Update on Vallco soil removal application
Date: Monday, January 24, 2022 7:40:39 PM

Dear Mr. Selo,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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From: Josh Selo <josh@wvcommunityservices.org>
Sent: Friday, January 21, 2022 4:03 PM
To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Update on Vallco soil removal application
Dear Supervisors and Department of Environmental Health (DEH),

I'm writing today to inquire about the Vallco soil removal application that was submitted to the Department of Environmental Health (DEH) nine months ago. Is there any update or action on this application? The application was initially filed April 15, 2021, and every day that passes delays the forward movement of the **largest affordable housing project** in the northern half of California. I urge the Board of Supervisors and DEH to move this application along immediately so the contaminated soil can be removed and construction can begin on Vallco.

Thank you so much for all you do to support our region.

Sincerely,
Josh
(Pronouns: he, his, him)

[Article: Why I Put Pronouns on my Email Signature](#)

Josh Selo, MBA, CFRE
Executive Director
West Valley Community Services
10104 Vista Drive, Cupertino, CA 95014
Direct: 408.956.6113 | Main: 408.255.8033 | Fax: 408.366.6090

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[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#) | [WVCS Blog Website](#) | [Chefs of Compassion](#) | [WVCS in The News](#)

From: [Gaddi, Rochelle](#)
To: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: FW: Vallco Soil Removal Application
Date: Tuesday, January 25, 2022 3:49:20 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

From: Gaddi, Rochelle
Sent: Tuesday, January 25, 2022 3:36 PM
To: Keith Warner <keith@pacificworkplaces.com>
Subject: RE: Vallco Soil Removal Application

Good afternoon Mr Warner,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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From: Keith Warner <keith@pacificworkplaces.com>
Sent: Monday, January 24, 2022 3:17 PM
To: Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; District1 <District1@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Vallco Soil Removal Application

Dear Supervisors and Department of Environmental Health,

I recently became aware of the fact that the Vallco soil removal application has been in front of the Department of Environmental Health (DEH) for over 9 months and there has not been any action taken. Soil removal seems to me to be a routine process and DEH has taken way too long. I understand the application was initially filed April 15, 2021. **DEH's prolonged delay is holding up the largest affordable housing project in the northern half of California, as well as the green space, vibrant community spaces, and retail that will be built along with it.** Instead, all we continue to have is an unproductive eye sore in the middle of our city.

I urge the Board of Supervisors and DEH to move this application along as soon as possible so the contaminated soil can be removed and Vallco can begin their construction. Many of us in the city (and around the Bay Area) are looking forward to shopping, dining, and meeting with friends in what will be a world class community destination!

Regards,

Keith

Keith Warner

South Bay Managing Partner

408-973-7800 | PacificWorkplaces.com

Keith@PacificWorkplaces.com



From: [Gaddi, Rochelle](#)
To: [Kelli Richards](#)
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Regarding Vallco soil removal application
Date: Tuesday, January 25, 2022 3:48:42 PM

Good afternoon Ms Richards,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891

mail to: rochelle.gaddi@deh.sccgov.org

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From: Kelli Richards <kelli@allaccessgroup.com>

Sent: Saturday, January 22, 2022 9:35 AM

To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; DEHWEB <DEHWEB@deh.sccgov.org>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>

Subject: [EXTERNAL] Regarding Vallco soil removal application

Dear Supervisors and Department of Environmental Health (DEH):

As a lifelong resident of Cupertino, I'm writing today because I find it absolutely unacceptable that the Vallco soil removal application has been in front of the DEH for nine months and there has been NO action taken. Soil removal is a routine process and the DEH has taken far too long, and are holding up the process of moving the Vallco project along. The application was initially filed April 15, 2021. DEH's prolonged delay again is holding up the largest affordable housing project in Northern California, as well as the vibrant community spaces, green space, and destination retail that will be built along with it. We've been waiting YEARS for the project to be able to move forward; the large empty lot is a blight on our city — which, as a former Apple exec, is unconscionable for a city that drives innovation globally.

I urge the Board of Supervisors and the DEH to move this application along immediately and without further delay so that the contaminated soil can be removed and construction can proceed on Vallco.

Thank you,

Kelli Richards
Cupertino citizen

Kelli Richards
President & CEO
The All Access Group LLC

=====

20660 Stevens Creek Blvd.
Suite 264
Cupertino, CA 95014

Ph 408.257.6155

Cel 408.857.2960

E-M "kelli@allaccessgroup.com"

URL: www.kellirichards.com

BIG VISIONS * BIG CONNECTIONS * BIG RESULTS
(I work on cool projects with cool people)

Honored as a "Top 100 Woman of Influence"
by Silicon Valley Business Journal

From: [Gaddi, Rochelle](#)
To: go2ml99@gmail.com
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Time for Vallco
Date: Tuesday, January 25, 2022 3:37:42 PM

Good afternoon Mr Lashen,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – [Global ID T10000017167](#). They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS

Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891

mail to: rochelle.gaddi@deh.sccgov.org

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From: go2ml99@gmail.com <go2ml99@gmail.com>
Sent: Monday, January 24, 2022 9:12 AM
To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Time for Vallco

Dear Supervisors and Department of Environmental Health

I'm writing today as a Cupertino resident and business owner since 1987, because I find it unacceptable that the Vallco soil removal application has been in front of the Department of Environmental Health (DEH) for nine months and there has been NO action taken. Soil removal is a routine process and DEH has taken far too long. The application was initially filed April 15, 2021. DEH's prolonged delay is holding up the largest affordable housing project in the northern half of California, as well as the vibrant community spaces, green space, and destination retail that will be built along with it. We urge the Board of Supervisors and DEH to move this application along immediately so the contaminated soil can be removed and construction can begin on Vallco.
Thank you for your continued service to our region,

Sincerely,

Michael A. Lashen

From: [Gaddi, Rochelle](#)
To: [Richard Lowenthal](#)
Cc: [Kaahaaina, Jennifer](#); [O'Regan, Gerald](#)
Subject: RE: [EXTERNAL] Vallco is stuck
Date: Tuesday, January 25, 2022 3:46:42 PM

Good afternoon Mr Lowenthal,

Thank you for your email below on this important project. To clarify, the application that we received from Vallco Property Owner, LLC is an application requesting regulatory oversight which mentions soil removal as a possible option for addressing onsite contamination at the Vallco project. It is not an application to remove soil, as you indicate below.

The County Department of Environmental Health (DEH) approved this application for regulatory oversight when we entered into a remedial action agreement last June 2021 with Vallco Property Owner, LLC. We have been actively working with the Developer since then to establish a comprehensive understanding of the contaminants on the site that may pose a threat to future residents, workers and visitors. This process takes time to complete accurately. We need to establish this understanding of the contamination to ensure the proposed abatement and mitigation plans will be adequate to protect human health. We have completed our review of the most recent data submitted by the Developer in late December 2021. Last week, we had multiple conversations with the Developer's representative to confirm our understanding of the data and their conclusions. We also presented our conclusions and proposed next steps. A formal directive letter identifying those next steps is in process and due to be issued within a couple of days. All records related to our oversight of the Vallco Town Center development, including the anticipated letter upon issuance, are made available on the publicly accessible GeoTracker website – Global ID T10000017167. They are in the section entitled Site Maps / Documents.

We reviewed the Developer's documents when we received them, which were not fully submitted until December 22, 2021. We needed these documents to complete our review and the directive letter is forthcoming.

Please let me know if you need additional information.

Regards,

Rochelle Y Gaddi, REHS
Interim Director
Department of Environmental Health
County of Santa Clara
phone: 408 918-3449
fax: 408 258 5891
mail to: rochelle.gaddi@deh.sccgov.org

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-----Original Message-----

From: Richard Lowenthal <richard@lowenthal.com>
Sent: Saturday, January 22, 2022 12:07 PM

To: District1 <District1@bos.sccgov.org>; Chavez, Cindy <Cindy.Chavez@bos.sccgov.org>; Supervisor.Lee <Supervisor.Lee@BOS.SCCGOV.ORG>; Ellenberg, Supervisor <supervisor.ellenberg@BOS.SCCGOV.ORG>; Supervisor Simitian <Supervisor.Simitian@bos.sccgov.org>; DEHWEB <DEHWEB@deh.sccgov.org>
Subject: [EXTERNAL] Valco is stuck

Dear Supervisors and Department of Environmental Health,

I'm writing today because the Valco soil removal application has been in front of the Department of Environmental Health for nine months, there has been no action taken, and we need your help to get this project going. Soil removal is a routine process and this approval has taken far too long, having been initially filed on April 15, 2021. This prolonged delay is holding up the largest affordable housing project in Northern California as well as the vibrant community spaces, green space, and destination retail that will be built along with it. On behalf of the Cupertino community, I urge the Board of Supervisors and DEH to move this application along immediately so that the contaminated soil can be removed and construction can begin at Valco.

Thank you for your consideration,

Richard Lowenthal

Former Mayor of Cupertino
Founding CEO of ChargePoint

CC 10-04-2022

#14

Cupertino Historical
Society Agreement

Written Comments

From: [Kirsten Squarcia](#)
To: [Kitty Moore](#)
Cc: [City Clerk](#)
Subject: RE: Agenda Item 14 Written Communications Today
Date: Tuesday, October 4, 2022 3:59:26 PM
Attachments: [Chamber Pages from 06-21-2022 Searchable Packet \(1\).pdf](#)
[image001.png](#)
[image003.png](#)
[image005.png](#)
[image007.png](#)
[image009.png](#)
[image011.png](#)
[image013.png](#)
[image015.png](#)

Good afternoon Councilmember Moore, your comments have been received and will be included with the written communications for the October 4 City Council meeting, Agenda Item 14. Regards, Kirsten



Kirsten Squarcia

City Clerk
City Manager's Office
KirstenS@cupertino.org
[\(408\) 777-3225](tel:(408)777-3225)



From: Kitty Moore <ckittymoore@gmail.com>
Sent: Tuesday, October 4, 2022 3:56 PM
To: Kirsten Squarcia <KirstenS@cupertino.org>
Subject: Agenda Item 14 Written Communications Today

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

Hi Kirsten,

Please include the attached file to Written Communications for item 14 regarding the Historical Society which may help to see the amount of funding given to the Cupertino Chamber of Commerce (from the 6/21/2022 Agenda) without contracts and under some sort of staff and Chamber verbal agreements for free facility use with staff, free park use for festivals, monies for their website without a contract which included a Trademark. I think this presents a good sense of practices for City Council to consider.

Thank you,

Kitty Moore



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: June 21, 2022

Subject

Consider Accounts Payable report ending December 20, 2021 and approval of Accounts Payable report.

Recommended Action

Receive report and adopt Resolution No. 22-015 accepting Accounts Payable for the period ending December 20, 2021. (Attachment E)

Discussion

On March 15, 2022, City Council directed staff to provide a report on all payments made by the City to the Cupertino Chamber of Commerce (Chamber) since 2015. Staff reviewed payments and support provided to the Chamber within the same timeframe and categorized them under payments, festivals, and meeting space. Details on payments in these categories are included as Attachments A, B, and C respectively.

A brief overview of the payments follows:

1. Payments

The City has paid the Chamber a total of \$218,197.91 for the period from January 1, 2015 to March 1, 2022. The table below shows the breakdown of costs per year in this timeframe.

Fiscal Year	Payment Amount	Payment Description
FY 14-15 (Starting January 1, 2015)	\$10,425.00	<ul style="list-style-type: none">• \$8,000 annual partnership• \$2,425 registrations for events (State Of The City (SOTC), Legislative Action Committee (LAC), Lunar New Year Luncheon, etc)
FY 15-16	\$20,485.00	<ul style="list-style-type: none">• \$16,000 annual partnership• \$1,305 membership fee• \$1,680 event registrations (SOTC, LAC)• \$1,500 Dining & Entertainment

		Guide
FY 16-17	\$25,215.00	<ul style="list-style-type: none"> • \$16,000 annual partnership • \$1,450 membership fee • \$1,275 event registrations (SOTC, LAC) • \$5,990 Full-Page ads in Business Directory • \$500 Food Truck Coordination
FY 17-18	\$22,445.00	<ul style="list-style-type: none"> • \$16,000 annual partnership • \$1,450 membership fee • \$2,995 Full-Page ads in Business Directory • \$2,000 QCC and Memorial Park rental refund
FY 18-19	\$50,720.47	<ul style="list-style-type: none"> • \$16,000 annual partnership • \$1,450 membership fee • \$30,215 I Love Cupertino (ILC) project • \$1,200 food truck coordination • \$555 permits for neighborhood events • \$500 for food permit consulting services • \$800 QCC and Community Hall rental refund
FY 19-20	\$51,904.31	<ul style="list-style-type: none"> • \$16,000 annual partnership • \$1,500 membership fee • \$560 registrations for event registrations (LAC, Food and Wine pre-sale bundle) • \$500 Bobatino • \$5,990 Business Directory • \$25,174.31 ILC project • \$2,180 QCC rental refund
FY 20-21	\$27,503.13	<ul style="list-style-type: none"> • \$16,000 annual partnership • \$1,500 membership fee • \$222.50 materials and registrations for events (Lunar New Year, Thai New Year) • \$9,780.63 ILC project
FY 21-22 (As of March 1, 2022)	\$9,500	<ul style="list-style-type: none"> • \$8,000 annual partnership • \$1,500 membership fee
TOTAL	\$218,197.91	

Payments made for invoices received from the Chamber in the above timeframe have ranged from \$9,500 to \$51,904.31 for the annual partnership, membership fee, meeting registrations, various coordination efforts, rental deposit refunds, and I Love Cupertino. A list of all invoices is included with this report as Attachment A.

2. Festivals

As part of the budget approval process each fiscal year, Council approves costs associated with third-party festivals that the City supports and waives related fees. Attachment B highlights the breakdown of Council-approved amounts for festivals for the period ranging from FY 15-16 to FY 21-22. Amounts shown in table below represent what was approved by Council to support Chamber festivals, except in FY 20-21 when all festivals were cancelled.

Fiscal Year	Fees Waived	Cost to the City
FY 15-16	\$4,212.25	\$1,320.07
FY 16-17	\$4,212.25	\$1,320.07
FY 17-18	\$12,159	\$4,819
FY 18-19	\$15,069	\$6,135
FY 19-20	\$15,451	\$3,816
<i>FY 20-21*</i>	<i>N/A</i>	<i>N/A</i>
FY 21-22	\$15,111	\$7,770
TOTAL	\$91,396.64	

* All events scheduled for FY 20-21 were cancelled due to the pandemic, hence there were no actual City fees waived or costs to the City for these events during that year.

3. Meeting Space

In addition, City staff reserved space in City facilities for Chamber meetings and therefore no fee was charged to the Chamber. Based on the reservation records, it appears that most of these meetings were for the Chamber's Legislative Action Committee (LAC) that often covered City-oriented topics and were regularly used by City staff as an outreach mechanism to connect with the business community. A list of these reservations is highlighted in Attachment C. Assuming that the City had chosen to apply the non-profit rate for these meetings, the imputed cost is between \$90 to \$495 per year as shown in the table below.

Year	Stated Purpose	Fee if Booked as Non-Profit
2015	City/Chamber event (1 meeting)	\$270
2016	City/Chamber event, LAC (6 meetings)	\$375
2017	LAC (11 meetings)	\$495
2018	LAC (7 meetings)	\$315

2019	LAC (11 meetings)	\$495
2020	LAC (2 meetings)	\$90
2021	N/A	\$0
2022	N/A	\$0
	TOTAL	\$2,040

I Love Cupertino

In 2018, the City partnered with the Chamber to launch the I Love Cupertino program. While intended to serve as a state-of-the-art digital portal for visitors and the community to support small businesses, the program has been underutilized and still has not reached its full potential.

Staff is considering proven models from other cities that can be replicated in order to revamp this program. The focus will be to benefit small businesses by serving as an online marketplace and showcase Cupertino as a destination for visitors and the community. Modifications to the existing platform will allow new customers to discover and support local and small businesses and visitors and the community to access information about Cupertino.

The pandemic has proven that it is important for organizations and businesses to amplify their digital presence to connect with broader audiences. Taking lessons from the existing program and applying known successful methodologies, the program can achieve better outcomes and be more widely utilized.

The amounts paid by the City for I Love Cupertino program are shown in table below. These costs include design and development of the platform and concept implementation during program launch, as well ongoing cost for database subscription, website hosting and website maintenance. There have not been any invoices submitted or payments made for the program since July 1, 2021.

Fiscal Year	Cost
FY 17-18	\$30,215 <ul style="list-style-type: none"> - Logo concept and design - Program implementation - Data subscription - Website concept, design, layout and deployment - Domains - Social media content
FY 18-19	\$25,175 <ul style="list-style-type: none"> - Data subscription - Website hosting - Website Maintenance
FY 19-20	\$5,556 <ul style="list-style-type: none"> - Member management

	subscription for business directory (Membee)
FY 20-21	\$4,224 - Member management subscription for business directory (Membee)
FY 21-22	\$0
Total	\$65,170

Next Steps

With the objective of enhancing the review and tracking of invoicing, payments, and deliverables between the City and the Chamber, staff is negotiating a future scope of work with the Chamber of Commerce. This future agreement will delineate the terms of engagement including reporting requirements. The scope of work will include topics such as business assistance, marketing and promotions, and hosting events and meetings. The agreement will also outline proper payments for meeting space at City facilities and set parameters around City staff time to be utilized only when aligned with City priorities and related activities.

Finally, once the details of the modified I love Cupertino program are defined, the maintenance and operation could also be included as part of the future ongoing agreement with the Chamber.

Sustainability Impact

No sustainability impact.

Fiscal Impact

There is no fiscal impact from receiving this report. The first of two \$8,000 payments for this year has been made to the Chamber and is reflected in the Accounts Payable Report for the period ending December 20, 2021. The second payment will be made once an agreed upon MOU is established. The funds have already been budgeted so no further appropriations are needed at this time. Accepting the Accounts Payable for the period ending in December 20, 2021 will meet requirements set forth for the City Treasurer for check issuance (per Resolution No. 5939).

Prepared by: Tina Kapoor, Economic Development Manager

Reviewed by: Chris Jensen, City Attorney

Dianne Thompson, Assistant City Manager

Katy Nomura, Deputy City Manager

Approved for Submission by: Jim Throop, City Manager

Attachments:

A – Payments to Chamber January 1, 2015 - April 1, 2022

B – Festivals: City Fees Waived & City Expenses

C – Reservations for Meeting Space at City Facilities

D – Draft Resolution

E – AP Report (Including Chamber Contract Payment)

Check Transaction Date	Check EFT Number	Vendor Payee	Invoice Number	Invoice GL Date	Invoice Description	Item Header Description	Item Description	Amount	GL Account Delimited Full	Account Description Full	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Kristina Alfaro	\$ 25.00	100-40-400 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Jaqui Guzman	\$ 25.00	100-40-400 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Aarti Shrivastava	\$ 25.00	100-70-700 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Gary Chao	\$ 25.00	100-70-700 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Albert Salvador	\$ 25.00	100-70-700 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Meeting Expenses	SOC Julia Kinst	\$ 25.00	100-70-700 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Lisa Taitano	\$ 25.00	100-40-400 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Meeting Expenses	SOC Carol Atwood	\$ 25.00	100-60-601 600-605	Materials Meeting Expenses	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Councilmember R. Sinks	SOC Rod Sinks	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Councilmember R. Sinks	SOC Orrin Mahoney	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Councilmember R. Sinks	SOC Mark Santoro	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Councilmember R. Sinks	SOC Richard Price	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Gilbert Wong	\$ 25.00	100-10-100 600-627	Materials Councilmember G. Wong	

1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Barry Chang	\$ 25.00	100-10-100 600- 630	Materials Councilmember B. Chang	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Darcy Paul	\$ 25.00	100-10-100 600- 625	Materials Councilmember Darcy Paul	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Savita Vaidhyanathan	\$ 25.00	100-10-100 600- 628	Materials Councilmember Savita Vaihynatha	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Ryan Roman	\$ 25.00	100-80-800 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Cheri Donnelly	\$ 25.00	100-80-800 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Chris Mertens	\$ 25.00	100-80-800 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Mariyah Serratos	\$ 25.00	610-34-310 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Timm Borden	\$ 25.00	100-80-800 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Roger Lee	\$ 25.00	100-80-800 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Rick Kitson	\$ 25.00	100-30-300 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Lisa MM	\$ 25.00	100-30-300 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Colleen Winchester	\$ 25.00	100-15-141 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Carol Korade	\$ 25.00	100-15-141 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Louis Sarmiento	\$ 25.00	100-15-141 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Cheryl Mannix-Smith	\$ 25.00	100-15-141 600- 629	Materials Conference and Training	

1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Sara Johnson	\$ 25.00	100-15-141 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Kirsten Squarcia	\$ 25.00	100-13-130 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Erin Cooke	\$ 25.00	100-12-122 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Michela Gentile	\$ 25.00	100-12-122 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Angela Tsui	\$ 25.00	100-12-125 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Grace Schmidt	\$ 25.00	100-13-130 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Michelle Combs	\$ 25.00	100-31-307 700- 702	Contract Services General Service Agreement	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Robert Kim	\$ 25.00	100-31-307 700- 702	Contract Services General Service Agreement	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Lauren Fink	\$ 25.00	100-31-307 700- 702	Contract Services General Service Agreement	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Camera Person	\$ 25.00	100-31-307 700- 702	Contract Services General Service Agreement	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	General Service Agreement	SOC Bobby Chastain	\$ 25.00	100-31-307 700- 702	Contract Services General Service Agreement	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC David Brandt	\$ 25.00	100-12-120 600- 629	Materials Conference and Training	
1/23/2015	680737	CUPERTINO CHAMBER OF COMMERCE	2015-00000168	1/15/2015	State of the City Attendee Registration	Conference and Meeting	SOC Karen Guerin	\$ 25.00	100-12-120 600- 629	Materials Conference and Training	
1/30/2015	680854	CUPERTINO CHAMBER OF COMMERCE	2015-00000318	1/28/2015	SOC Additional Attendee's	Conference and Meeting	SOC Nidhi Mathur	\$ 25.00	100-30-300 600- 629	Materials Conference and Training	
1/30/2015	680854	CUPERTINO CHAMBER OF COMMERCE	2015-00000318	1/28/2015	SOC Additional Attendee's	Councilmembe r R. Sinks	SOC Evan Low Representative	\$ 25.00	100-10-100 600- 624	Materials Councilmember R Sinks	

1/30/2015	680854	CUPERTINO CHAMBER OF COMMERCE	2015-00000318	1/28/2015	SOC Additional Attendee's	Councilmember R. Sinks	SOC Evan Low Second Representative	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
1/30/2015	680854	CUPERTINO CHAMBER OF COMMERCE	2015-00000318	1/28/2015	SOC Additional Attendee's	Councilmember R. Sinks	SOC Jim Beal representative	\$ 25.00	100-10-100 600-624	Materials Councilmember R Sinks	
2/13/2015	681093	CUPERTINO CHAMBER OF COMMERCE	5623	2/12/2015	2nd installment of Annual Contract for July 2014-June 2015	Chamber of Commerce	2nd installment of Annual Contract for July 2014-June 2015	\$ 8,000.00	100-12-125 600-613	Materials General Supplies	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Councilmember B. Chang	LNYL Barry Chang Registration	\$ 50.00	100-10-100 600-630	Materials Councilmember B. Chang	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Councilmember G. Wong	LNYL Gilbert Wong Registration	\$ 50.00	100-10-100 600-627	Materials Councilmember G. Wong	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Meeting Expenses	LNYL Aarti Shrivastava Registration	\$ 50.00	100-70-700 600-605	Materials Meeting Expenses	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Councilmember R. Sinks	LNYL Rod Sinks Registration	\$ 50.00	100-10-100 600-624	Materials Councilmember R Sinks	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Carol Korade Registration	\$ 50.00	100-15-141 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Colleen Winchester Registration	\$ 50.00	100-15-141 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Cheryl Mannix-Smith Registration	\$ 50.00	100-15-141 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Louis Sarmiento Registration	\$ 50.00	100-15-141 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Savita Registration	\$ 50.00	100-10-100 600-628	Materials Councilmember Savita Vaihysnatha	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Karen Guerin Registration	\$ 50.00	100-12-120 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL David Brandt Registration	\$ 50.00	100-12-120 600-629	Materials Conference and Training	
2/27/2015	681288	CUPERTINO CHAMBER OF COMMERCE	2015-00000516	2/20/2015	Lunar New Year Luncheon Registration Attendees	Conference and Meeting	LNYL Grace Schmidt Registration	\$ 50.00	100-13-130 600-629	Materials Conference and Training	

3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Conference and Meeting	Savita STAR Awards	\$ 100.00	100-10-100 600- 628	Materials Councilmember Savita Vaihysnatha	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Conference and Meeting	David Brandt STAR Awards	\$ 100.00	100-12-120 600- 629	Materials Conference and Training	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Conference and Meeting	Carol Atwood STAR Awards	\$ 100.00	100-60-601 600- 629	Materials Conference and Training	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Councilmembe r B. Chang	Barry Chang STAR Awards	\$ 100.00	100-10-100 600- 630	Materials Councilmember B. Chang	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Conference and Meeting	Darcy Paul STAR awards	\$ 100.00	100-10-100 600- 625	Materials Councilmember Darcy Paul	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Councilmembe r R. Sinks	Rod Sinks	\$ 100.00	100-10-100 600- 624	Materials Councilmember R Sinks	
3/27/2015	681711	CUPERTINO CHAMBER OF COMMERCE	2015-00000825	3/25/2015	STAR awards 2015	Councilmembe r G. Wong	Gilbert Wong STAR Awards	\$ 100.00	100-10-100 600- 627	Materials Councilmember G. Wong	
7/24/2015	684095	CUPERTINO CHAMBER OF COMMERCE	70715	6/30/2015	Accrual FY14-15 Dining and Entertainment Guide	Printing and Duplicating	Dining and Entertainment Guide for Economic Development	\$ 1,000.00	100-12-125 600- 602	Materials Printing and Duplication	
9/4/2015	685088	CUPERTINO CHAMBER OF COMMERCE	6207	9/4/2015	1st Install Annual Contract 7/1/15 - 6/30/16	General Supplies	1st Install Annual Contract 7/1/15 - 6/30/16	\$ 8,000.00	100-71-705 600- 613	Materials General Supplies	
9/18/2015	685341	CUPERTINO CHAMBER OF COMMERCE	6390	9/18/2015	Membership 10/15-9/16	Membership and Dues	Membership 10/15-9/16	\$ 1,305.00	100-71-705 600- 613	Materials General Supplies	
12/23/2015	687155	CUPERTINO CHAMBER OF COMMERCE	6222	12/23/2015	Fee-Dining/Entertainment guide 2015	General Service Agreement	Chamber Dining/Ent. Guide 2015	\$ 500.00	580-63-620 600- 613	Materials General Supplies	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Kristina Alfaro	\$ 30.00	100-40-400 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Lisa Taitano	\$ 30.00	100-40-400 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	General Supplies	Gilbert Wong	\$ 30.00	100-10-100 600- 627	Materials Councilmember G. Wong	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Piu Ghosh	\$ 30.00	100-70-700 600- 605	Materials Meeting Expenses	

2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	General Supplies	Rod Sinks	\$ 30.00	100-10-100 600- 624	Materials Councilmember R Sinks	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	General Supplies	Darcy Paul	\$ 30.00	100-10-100 600- 625	Materials Councilmember Darcy Paul	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Aarti Shrivastava	\$ 30.00	100-70-700 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Angela Tsui	\$ 30.00	100-71-705 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Carol Atwood	\$ 30.00	100-60-601 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Robert Kim	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Michelle Combs	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Rick Kitson	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Cheryl Mannix-Smith	\$ 30.00	100-15-141 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Colleen Winchester	\$ 30.00	100-15-141 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Sara Johnson	\$ 30.00	100-15-141 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Timm Borden	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Karen Guerin	\$ 30.00	100-40-400 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Rachelle Sander	\$ 30.00	100-62-608 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Albert Salvador	\$ 30.00	100-73-713 600- 629	Materials Conference and Training	

2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Roger Lee	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Chris Mertens	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Cheri Donnelly	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Ryan Roman	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Grace Schmidt	\$ 30.00	100-13-130 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Kirsten Squarcia	\$ 30.00	100-13-130 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Misty Mersich	\$ 30.00	100-12-122 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Jaqui Guzman	\$ 30.00	100-12-120 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Erin Cooke	\$ 30.00	100-12-120 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	David Brandt	\$ 30.00	100-12-120 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6693	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Rick Sung	\$ 30.00	100-12-120 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Katy Nomura	\$ 30.00	100-12-122 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Chelsea Biklen	\$ 30.00	100-12-122 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Lauren Sapudar	\$ 30.00	100-13-130 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Randy Hom	\$ 30.00	100-15-141 600- 629	Materials Conference and Training	

2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Lisa Maletis-Massey	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Gail Seeds	\$ 30.00	100-60-601 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Liz Nunez	\$ 30.00	100-60-601 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Lauren Dickinson	\$ 30.00	100-80-800 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	General Supplies	Savita Vaidhyanathan	\$ 30.00	100-10-100 600- 628	Materials Councilmember Savita Vaihyasnatha	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6727	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Laura Miyakawa	\$ 30.00	100-40-400 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Meeting Expenses	Maria Jimenez	\$ 30.00	100-40-400 600- 605	Materials Meeting Expenses	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Colleen Lettire	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Pete Coglianese	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Rei Delgado	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Jason Bisely	\$ 30.00	100-30-300 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Mayor's Fund	Amanda Williamsen	\$ 30.00	100-10-100 600- 637	Materials Mayor's Fund	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Mayor's Fund	David Denny	\$ 30.00	100-10-100 600- 637	Materials Mayor's Fund	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6760	2/5/2016	2016 State of the City Luncheon	Conference and Meeting	Toni Oasay-Anderson	\$ 30.00	100-12-120 600- 629	Materials Conference and Training	
2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6769	2/5/2016	2nd Installment of the Annual Contract with City of Cupertino	General Supplies	2nd Installment of the Annual Contract with City of Cupertino	\$ 8,000.00	100-71-705 600- 613	Materials General Supplies	

2/5/2016	687772	CUPERTINO CHAMBER OF COMMERCE	6778	2/5/2016	State of the City Luncheon	Mayor's Fund	Teen Video Contest Winners	\$ 240.00	100-10-100 600-637	Materials Mayor's Fund	
10/7/2016	702584	CUPERTINO CHAMBER OF COMMERCE	7348	10/3/2016	1ST INSTALLMENT OF THE ANNUAL CONTRACT WITH CITY OF CUPERTINO	General Supplies	1ST INSTALLMENT OF THE ANNUAL CONTRACT WITH CITY OF CUPERTINO	\$ 8,000.00	100-71-705 600-613	Materials General Supplies	
10/7/2016	702584	CUPERTINO CHAMBER OF COMMERCE	7378	10/3/2016	2016 AUGUST LAC MEETING - JACQUI GUZMAN	Conference and Meeting	2016 AUGUST LAC MEETING - JACQUI GUZMAN	\$ 15.00	100-12-120 600-629	Materials Conference and Training	
12/2/2016	703693	CUPERTINO CHAMBER OF COMMERCE	7467	11/21/2016	Cup Chamber Membership 10/1/16-9/30/17	Membership and Dues	Cup Chamber Membership 10/1/16-9/30/17	\$ 1,450.00	100-71-705 600-613	Materials General Supplies	
2/3/2017	706223	CUPERTINO CHAMBER OF COMMERCE	7937	2/1/2017	2nd Installation of the Annual Contract with Cupertino	General Supplies	2nd Installation of the Annual Contract with Cupertino	\$ 8,000.00	100-71-705 600-613	Materials General Supplies	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 90.00	100-70-700 600-605	Materials Meeting Expenses	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City Address	\$ 120.00	100-10-100 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City Address	\$ 180.00	100-12-120 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 330.00	610-30-300 600-601	Materials General Office Supplies	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 150.00	100-80-800 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 30.00	100-61-602 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 60.00	100-60-601 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City Address	\$ 90.00	100-13-130 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8061	3/2/2017	2017 State of City Address	Conference and Meeting	2017 State of City	\$ 120.00	100-40-400 600-629	Materials Conference and Training	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8083	3/2/2017	2017 State of City	Conference and Meeting	2017 State of City	\$ 30.00	100-12-120 600-629	Materials Conference and Training	

3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8083	3/2/2017	2017 State of City	Conference and Meeting	2017 State of City	\$ 30.00	610-30-300 600- 601	Materials General Office Supplies	
3/10/2017	706846	CUPERTINO CHAMBER OF COMMERCE	8088	3/2/2017	2017 State of City	Conference and Meeting	2017 State of City	\$ 30.00	100-70-700 600- 605	Materials Meeting Expenses	
4/21/2017	707641	CUPERTINO CHAMBER OF COMMERCE	8203	4/17/2017	Food Truck Coordination	Earth Day	Food Truck Coordination	\$ 500.00	100-12-122 600- 619	Materials Advertising and Legal Notices	
4/21/2017	707641	CUPERTINO CHAMBER OF COMMERCE	8254	4/17/2017	2 full page ads in 2017 Biz Directory		Full page ad in CoC Biz Dir - 2017	\$ 2,995.00	100-12-122 600- 619	Materials Advertising and Legal Notices	
4/21/2017	707641	CUPERTINO CHAMBER OF COMMERCE	8254	4/17/2017	2 full page ads in 2017 Biz Directory		Full page ad in CoC Biz Dir	\$ 2,995.00	520-81-801 700- 702	Contract Services General Service Agreement	
11/3/2017	711408	CUPERTINO CHAMBER OF COMMERCE	8255	10/12/2017	2017 Business Directory Full- Page Ad	Advertising & Legal Notice	2017 Business Directory Full- Page Ad	\$ 2,995.00	100-71-705 700- 702	Contract Services General Service Agreement	
11/3/2017	711408	CUPERTINO CHAMBER OF COMMERCE	8632	10/12/2017	First Installment of Annual Contract	Membership	First Installment of Annual Contract	\$ 8,000.00	100-71-705 700- 701	Contract Services Training and Instruction	
11/3/2017	711521	Cupertino Chamber of Commerce	1439787	11/2/2017	QCC Rental Refunds	QCC Rental Refunds	NULL	\$ 1,000.00	580 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
4/20/2018	714302	CUPERTINO CHAMBER OF COMMERCE	9301	4/18/2018	2nd Installment of Annual Contract	Training and Instruction	2nd Installment of Annual Contract	\$ 8,000.00	100-71-705 700- 701	Contract Services Training and Instruction	
4/27/2018	714399	CUPERTINO CHAMBER OF COMMERCE	8772	4/19/2018	Chamber Membership fee	Membership and Dues	Chamber Membership fee	\$ 1,450.00	100-71-705 600- 613	Materials General Supplies	
5/25/2018	714938	Cupertino Chamber of Commerce	595007	5/22/2018	Refund deposit for Holi Festival at Memorial Park 4/8/18	QCC Rental Refunds	Refund deposit for Holi Festival at Memorial Park 4/8/18	\$ 1,000.00	580 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
7/6/2018	715730	CUPERTINO CHAMBER OF COMMERCE	41618	6/30/2018	Accrual FY17-18- I love Cupertino Project	Website Services	Accrual FY17-18- I love Cupertino Project	\$ 5,000.00	100-12-120 700- 702	Contract Services General Service Agreement	
8/3/2018	716393	CUPERTINO CHAMBER OF COMMERCE	72618	7/23/2018	alcohol permit for neighborhood events	General Supplies	alcohol permit for neighborhood events	\$ 300.00	100-62-640 600- 613	Materials General Supplies	

9/7/2018	717029	CUPERTINO CHAMBER OF COMMERCE	10048	9/5/2018	Cupertino Food and Wine Stroll	Special Events	Cupertino Food and Wine Stroll	\$ 255.00	100-71-705 600-635	Materials Special Departmental Exp	
9/7/2018	717029	CUPERTINO CHAMBER OF COMMERCE	10089	9/5/2018	Chamber Annual Membership Dues 2018	Membership and Dues	Chamber Annual Membership Dues 2018	\$ 1,450.00	100-71-705 700-701	Contract Services Training and Instruction	
9/7/2018	717029	CUPERTINO CHAMBER OF COMMERCE	9840	9/5/2018	1st Installment of Annual Contract FY 2018-19	Contract Services	1st Installment of Annual Contract FY2018-19	\$ 8,000.00	100-71-705 700-702	Contract Services General Service Agreement	
10/5/2018	717439	CUPERTINO CHAMBER OF COMMERCE	10152	10/1/2018	Consulting Services for Food Permit from Chamber of Commerce	Bobatino	Consulting Services for Food Permit from Chamber of Commerce	\$ 500.00	100-10-100 600-635	Materials Special Departmental Exp	
11/16/2018	718189	Cupertino Chamber of Commerce	267	11/8/2018	Refund for Community Hall security deposit, 10.22.18, P#R267	QCC Rental Refunds	Refund for Community Hall security deposit, 10.22.18, P#R267	\$ 500.00	100 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
2/22/2019	719396	CUPERTINO CHAMBER OF COMMERCE	10727	2/19/2019	Food truck coordination for Earth Day event	Earth Day	Food truck coordination for Earth Day event	\$ 600.00	520-81-801 700-702	Contract Services General Service Agreement	
3/8/2019	719566	CUPERTINO CHAMBER OF COMMERCE	10542	3/4/2019	2nd Installment of the Annual Contract with City	Chamber of Commerce	2nd Installment of the Annual Contract with City	\$ 8,000.00	100-12-705 600-613	Materials General Supplies	
3/8/2019	719619	Cupertino Chamber of Commerce	18674-51918	3/5/2019	QCC- 11.29.18- Social Room rental 5.19.18 - 11.17.18	QCC Rental Refunds	QCC- 11.29.18- Social Room rental 5.19.18 - 11.17.18	\$ 300.00	100 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
4/5/2019	719962	CUPERTINO CHAMBER OF COMMERCE	30119	4/3/2019	Logo, Website Hosting, Database Subscription, Website Design	Contract Services	Logo, Website Hosting, Database Subscription, Website Design	\$ 25,215.47	100-12-705 700-702	Contract Services General Service Agreement	
5/24/2019	720699	CUPERTINO CHAMBER OF COMMERCE	10929	5/20/2019	Food Truck Coordination through Chamber of Commerce	Volunteer Fair	Food Truck Coordination through Chamber of Commerce	\$ 600.00	100-10-100 600-637	Materials Mayor's Fund	
7/5/2019	721348	CUPERTINO CHAMBER OF COMMERCE	11076	6/30/2019	FY18-19 Project (May Chamber LAC Meeting)	Contract Services	FY18-19 Project (May Chamber LAC Meeting)	\$ 20.00	100-12-705 600-605	Materials Meeting Expenses	
7/5/2019	721348	CUPERTINO CHAMBER OF COMMERCE	11084	6/30/2019	FY18-19 Project (I Love Cupertino Virtual Visitor Website)	Contract Services	FY18-19 Project (I Love Cupertino Virtual Visitor Website)	\$ 8,204.42	100-12-705 700-702	Contract Services General Service Agreement	
7/5/2019	721348	CUPERTINO CHAMBER OF COMMERCE	11182	6/30/2019	FY18-19 Project (I Love Cupertino Virtual Visitors Website)	Contract Services	FY18-19 Project (I Love Cupertino Virtual Visitors Website)	\$ 1,852.21	100-12-705 700-702	Contract Services General Service Agreement	

8/30/2019	722229	CUPERTINO CHAMBER OF COMMERCE	55700	8/19/2019	Bobatino - Food Permit	Bobatino	Bobatino - Food Permit from Chamber	\$ 500.00	100-10-100 600- 637	Materials Mayor's Fund	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11268	10/21/2019	Services - 1st Installment of Annual Contract with Cupertino	General Supplies	Services - 1st Installment of Annual Contract with Cupertino	\$ 8,000.00	100-12-705 600- 613	Materials General Supplies	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11293	10/21/2019	2019 July LAC Meeting (Angela Tsui, Ben Fu, Kerri Heusler)	Meeting Expenses	2019 July LAC Meeting (Angela Tsui, Ben Fu, Kerri Heusler)	\$ 60.00	100-12-705 600- 605	Materials Meeting Expenses	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11344	10/21/2019	2019 August LAC Meeting (Angela, Liang)	Conference and Meeting	2019 August LAC Meeting (Angela, Liang)	\$ 40.00	100-12-705 600- 605	Materials Meeting Expenses	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11349	10/21/2019	I Love Cupertino Project	Contract Services	I Love Cupertino Project	\$ 2,204.42	100-12-705 700- 702	Contract Services General Service Agreement	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11418	10/21/2019	2019 Cupertino Food & Wine Stroll Pre-Sale Bundle	Special Departmental Exp	2019 Cupertino Food & Wine Stroll Pre-Sale Bundle	\$ 300.00	100-12-705 600- 635	Materials Special Departmental Exp	
10/25/2019	722971	CUPERTINO CHAMBER OF COMMERCE	11446	10/21/2019	Cupertino Membership Investment (10/1/19 - 9/30/20)	General Supplies	Cupertino Membership Investment (10/1/19 - 9/30/20)	\$ 1,500.00	100-12-705 600- 613	Materials General Supplies	
11/1/2019	723133	Cupertino Chamber of Commerce	2001618.03	10/29/2019	QCC - 10.18.19 - Memorial Park Field 10.11.19	QCC Rental Refunds	QCC - 10.18.19 - Memorial Park Field 10.11.19	\$ 1,000.00	100 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
11/8/2019	723166	CUPERTINO CHAMBER OF COMMERCE	11623	11/4/2019	2019 November LAC Meeting (Angela, Deb, Jon)	Meeting Expenses	2019 November LAC Meeting (Angela, Deb, Jon)	\$ 60.00	100-10-100 600- 629	Materials Conference and Training	
11/8/2019	723166	CUPERTINO CHAMBER OF COMMERCE	11624	11/4/2019	2019 November LAC Meeting (Liang)	Meeting Expenses	2019 November LAC Meeting (Liang)	\$ 20.00	100-10-100 600- 629	Materials Conference and Training	
12/13/2019	723691	Cupertino Chamber of Commerce	19531-111619	12/3/2019	QCC - 11.25.19 - Community Hall rental 1.16.19 - 11.16.19	QCC Rental Refunds	QCC - 11.25.19 - Community Hall rental 1.16.19 - 11.16.19	\$ 500.00	100 220-202	Deposit Liability Development and Rent Deposits	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11157	12/18/2019	2019 Chamber Business Directory	Contract Services	2019 Chamber Business Directory	\$ 2,995.00	100-12-705 700- 702	Contract Services General Service Agreement	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11579	12/18/2019	I Love Cupertino Project - October 2019	Contract Services	I Love Cupertino Project - October 2019	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11616	12/18/2019	2019 Chamber Business Directory	Advertising & Legal Notice	2019 Chamber Business Directory	\$ 2,995.00	100-12-122 600- 619	Materials Advertising and Legal Notices	

12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11628	12/18/2019	2019 November LAC Meeting (Steven)	Meeting Expenses	2019 November LAC Meeting (Steven)	\$ 20.00	100-12-705 600- 605	Materials Meeting Expenses	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11638	12/18/2019	I Love Cupertino Project - November 2019	Contract Services	I Love Cupertino Project - November 2019	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11700	12/18/2019	2019 December LAC Meeting (Angela)	Meeting Expenses	2019 December LAC Meeting (Angela)	\$ 20.00	100-12-705 600- 605	Materials Meeting Expenses	
12/20/2019	723730	CUPERTINO CHAMBER OF COMMERCE	11703	12/18/2019	I Love Cupertino Project - December 2019	Contract Services	I Love Cupertino Project - December 2019	\$ 2,602.21	100-12-705 700- 702	Contract Services General Service Agreement	
4/17/2020	725071	CUPERTINO CHAMBER OF COMMERCE	11755	4/6/2020	I Love Cupertino Project - January 2020	Contract Services	I Love Cupertino Project - January 2020	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	
4/17/2020	725071	CUPERTINO CHAMBER OF COMMERCE	11769	4/6/2020	2020 January LAC Meeting (Angela)	Meeting Expenses	2020 January LAC Meeting (Angela)	\$ 20.00	100-12-705 600- 605	Materials Meeting Expenses	
4/17/2020	725071	CUPERTINO CHAMBER OF COMMERCE	11879	4/6/2020	I Love Cupertino Project - February 2020	Contract Services	I Love Cupertino Project - February 2020	\$ 2,152.21	100-12-705 700- 702	Contract Services General Service Agreement	
4/17/2020	725071	CUPERTINO CHAMBER OF COMMERCE	11893	4/6/2020	Services - 2nd Installment of Annual Contract with Cupertino	Membership and Dues	Services - 2nd Installment of Annual Contract with Cupertino	\$ 8,000.00	100-12-705 600- 647	Materials Memberships and Dues	
4/17/2020	725071	CUPERTINO CHAMBER OF COMMERCE	11930	4/6/2020	I Love Cupertino Project - March 2020	Contract Services	I Love Cupertino Project - March 2020	\$ 2,602.21	100-12-705 700- 702	Contract Services General Service Agreement	
5/8/2020	725385	Cupertino Chamber of Commerce	2003092.03	4/29/2020	QCC- 4.27.20- COVID-19 SIP, Cupertino Room 5.16.20	QCC Rental Refunds	QCC- 4.27.20- COVID-19 SIP, Cupertino Room 5.16.20	\$ 680.00	100 200-208	Accounts Payable and Other Liabilities Recreation Refund A/P	
7/2/2020	725915	CUPERTINO CHAMBER OF COMMERCE	11958	6/30/2020	FY19-20 2020 March LAC Lunch (Deb, Councilmember)	Meeting Expenses	FY19-20 2020 March LAC Lunch (Deb, Councilmember)	\$ 60.00	100-12-705 600- 605	Materials Meeting Expenses	
7/2/2020	725915	CUPERTINO CHAMBER OF COMMERCE	11981	6/30/2020	FY19-20 I Love Cupertino Project - April 2020	Contract Services	FY19-20 I Love Cupertino Project - April 2020	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	
7/2/2020	725915	CUPERTINO CHAMBER OF COMMERCE	12094	6/30/2020	FY19-20 I Love Cupertino Project - May 2020	Contract Services	FY19-20 I Love Cupertino Project - May 2020	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	
7/2/2020	725915	CUPERTINO CHAMBER OF COMMERCE	12129	6/30/2020	FY19-20 I Love Cupertino Project - June 2020	Contract Services	FY19-20 I Love Cupertino Project - June 2020	\$ 1,852.21	100-12-705 700- 702	Contract Services General Service Agreement	

10/2/2020	726637	CUPERTINO CHAMBER OF COMMERCE	12169	9/29/2020	City Annual Contract - First Installment	General Supplies	City Annual Contract - First Installment	\$ 8,000.00	100-12-705 600- 613	Materials General Supplies	
10/2/2020	726637	CUPERTINO CHAMBER OF COMMERCE	12286	9/29/2020	Cupertino Membership Investment (10/1/20 - 9/30/21)	General Supplies	Cupertino Membership Investment (10/1/20 - 9/30/21)	\$ 1,500.00	100-12-705 600- 613	Materials General Supplies	
2/12/2021	727416	CUPERTINO CHAMBER OF COMMERCE	12492	1/28/2021	I Love Cupertino Project - July 2020 thru December 2020	Contract Services	I Love Cupertino Project - July 2020 thru December 2020	\$ 2,112.00	100-12-705 700- 702	Contract Services General Service Agreement	
2/12/2021	727416	CUPERTINO CHAMBER OF COMMERCE	12533	1/28/2021	Chamber Annual Contract - Second Installment	Contract Services	Chamber Annual Contract - Second Installment	\$ 8,000.00	100-12-705 600- 613	Materials General Supplies	
2/12/2021	727416	CUPERTINO CHAMBER OF COMMERCE	12589	1/28/2021	2021 Lunar New Year Celebration Bags (Deb, Angela)	Meeting Expenses	2021 Lunar New Year Celebration Bags (Deb, Angela)	\$ 100.00	100-12-705 600- 605	Materials Meeting Expenses	
4/30/2021	727853	CUPERTINO CHAMBER OF COMMERCE	12724	4/27/2021	Thai New Year Celebration dinner- Liang Chao	Reimbursemen t	Thai New Year Celebration Dinner- Liang Chao	\$ 62.50	100-12-705 600- 635	Materials Special Departmental Exp	
6/11/2021	728083	CUPERTINO CHAMBER OF COMMERCE	12806	6/9/2021	I Love Cupertino website and database subscription Jan – June 20	General Service Agreement	I Love Cupertino website and database subscription Jan – June 20	\$ 2,112.00	100-12-705 700- 702	Contract Services General Service Agreement	
9/17/2021	728671	CUPERTINO CHAMBER OF COMMERCE	12987	9/15/2021	Cupertino Membership Investment (Oct01,2021- Sep30,2022)	Chamber of Commerce	Cupertino Membership Investment (Oct01,2021- Sep30,2022)	\$ 1,500.00	100-12-705 600- 613	Materials General Supplies	
12/17/2021	729290	CUPERTINO CHAMBER OF COMMERCE	12927	12/9/2021	Chamber Annual Contract - First Installment	General Supplies	Chamber Annual Contract - First Installment	\$ 8,000.00	100-12-705 600- 613	Materials General Supplies	

Festival	Festival Producer	Notes	Facility Usage	P&R Staff Costs	PW Staff Costs	Sheriff	Misc. Costs	Total
Cherry Blossom (two-day)	Toyokawa Sister City		\$11,097.50	\$464.00	\$4,596.00	\$2,695.16		\$18,852.66
World Journal (one-day)	World Journal/Cupertino Chinese School		\$1,273.75	\$251.25	\$2,496.00	\$1,347.58		\$5,368.58
Fall Festival (one-day)	Cupertino Rotary		\$3,142.50	\$296.75	\$1,890.00	\$2,394.92		\$7,724.17
Kids N Fun Festival (one-day)	Taiwanese Cultural and Sports Association		\$2,582.50	\$208.50	\$1,890.00	\$1,558.02		\$6,239.02
Diwali (one-day)	Cupertino Chamber of Commerce		\$3,970.00	\$242.25	N/A	\$1,320.07		\$5,532.32
Ikebana Flower Show	WAFU Ikebana Society		\$14,680.50	\$280.50	N/A	N/A		\$14,961.00
Veteran's Day (one-day)	Cupertino Veteran's Memorial		N/A	\$170.00			\$455.00	\$625.00
Holi Festival (one-day)	Cupertino Chamber of Commerce	CANCELLED in 2015						\$0.00
Super Heroes 5k (one-day)	County of Santa Clara		\$2,000.00	\$286.00	\$2,250.00	\$0.00		\$4,536.00
Lions Club Chicken Feed (one-day)	Lions Club	At Blackberry Farm	\$690.00			\$0.00		\$690.00
Costs for 2015 Events								\$64,528.75

Festival	Festival Producer	Facility Usage	P&R Staff Costs	PW Staff Costs	Sheriff	Misc. Costs	Total
Cherry Blossom (two-day)	Toyokawa Sister City	\$11,097.50	\$594.00	\$3,780.00	\$3,180.96		\$19,468.46
World Journal (one-day)	World Journal/Cupertino Chinese School	\$1,273.75	\$0.00	\$396.00	\$1,500.00		\$3,169.75
Kids 'N Fun Festival (one-day)	Taiwanese Cultural and Sports Association	\$2,582.50	\$208.50	\$1,890.00	\$1,558.02		\$6,239.02
Fall Festival (one-day)	Cupertino Rotary	\$3,142.50	\$296.75	\$1,890.00	\$867.75		\$6,197.00
Diwali (one-day)	Cupertino Chamber of Commerce	\$3,970.00	\$242.25	N/A	\$1,320.07		\$5,532.32
Veteran's Day (one-day)	Cupertino Veteran's Memorial	N/A	\$170.00			\$697.50	\$867.50
Super Heroes 5k (one-day)	County of Santa Clara	\$2,000.00	\$286.00	\$2,250.00	\$0.00		\$4,536.00
Costs for 2016 Events							\$46,010.05

Festival	Date	Festival Producer	Recreation	Facility/Park/ Road Permits	Sheriff	Public Works	Materials	Total
Kids 'N Fun Festival	Aug. 12, 2017	Taiwanese Cultural and Sports Association	\$1,441	\$7,336	\$3,966	\$2,803		\$15,546
Fall Festival	Sept. 9, 2017	Cupertino Rotary	\$1,364	\$5,938	\$3,966	\$3,008		\$14,277
Diwali	Sept. 30, 2017	Cupertino Chamber of Commerce	\$1,409	\$5,800	\$3,948	\$3,031		\$14,188
Veteran's Day	Nov. 11, 2017	Cupertino Veteran's Memorial	\$618	\$1,000		\$18	\$1,593	\$3,229
Ikebana Flower Show	March 3-4, 2018	WAFU Ikebana Society	\$258	\$19,065				\$19,323
Egg Hunt	March 24, 2018	Home of Christ Church	\$789	\$1,000	\$0	\$38		\$1,827
Holi	April 8, 2018	Cupertino Chamber of Commerce	\$902	\$1,000	\$871	\$18		\$2,791
Cherry Blossom	April 28-29, 2018	Toyokawa Sister City	\$3,606	\$16,463	\$4,356	\$5,801		\$30,226
World Journal	May 12, 2018	World Journal/Cupertino Chinese School	\$1,868	\$2,960	\$4,356	\$3,004		\$12,188
Tournament of Bands	October 15, 2017	Cupertino Tournament of Bands	\$0	\$3,000	\$0	\$176		\$3,176
Heroes Run	August 26, 2017	County of Santa Clara	\$0	\$4,120	\$0	\$74		\$4,194
Costs for FY 17/18 Events			\$12,254	\$67,682	\$21,464	\$17,972	\$1,593	\$120,964

Festival	Date	Festival Producer	Recreation	Facility/Park/ Road Permits	Sheriff	Public Works	Materials	Total
Kids 'N Fun Festival	Aug. 11, 2018	Taiwanese Cultural and Sports Association	\$869	\$6,648	\$5,289	\$2,832		\$15,638
Fall Festival	Sept. 15, 2018	Cupertino Rotary	\$1,364	\$5,938	\$5,289	\$3,008		\$15,599
Diwali	October 13, 2018	Cupertino Chamber of Commerce	\$1,409	\$6,710	\$5,264	\$3,031		\$16,414
Veteran's Day	Nov. 11, 2018	Cupertino Veteran's Memorial	\$618	\$1,000		\$18	\$1,593	\$3,229
Egg Hunt	April 13, 2019	Home of Christ Church	\$789	\$1,000	\$0	\$38		\$1,827
Holi	April 7, 2019	Cupertino Chamber of Commerce	\$902	\$3,000	\$871	\$18		\$4,791
Cherry Blossom	April 27-28, 2019	Toyokawa Sister City	\$3,606	\$17,466	\$4,356	\$5,801		\$31,229
World Journal	May 11, 2019	World Journal/Cupertino Chinese School	\$1,868	\$4,960	\$4,356	\$3,004		\$14,188
Tournament of Bands	October 15, 2017	Cupertino Tournament of Bands	\$0	\$3,000	\$0	\$176		\$3,176
Heroes Run	August 26, 2017	County of Santa Clara	\$0	\$4,120	\$0	\$74		\$4,194
Costs for FY 18/19 Events			\$11,425	\$53,841	\$25,425	\$18,001	\$1,593	\$110,284

Festival	Festival Producer	Waived Fees			City Paid expenses		Total
		Recreation	Facility/Park/ Road Permits	Public Works	Sheriff	Materials	
Kids 'N Fun Festival	Taiwanese Cultural and Sports Association	\$1,331	\$10,040	\$2,871	\$6,008		\$20,251
Fall Festival	Cupertino Rotary	\$1,607	\$7,576	\$3,047	\$4,714		\$16,943
Diwali	Cupertino Chamber of Commerce	\$1,260	\$6,980	\$3,070	\$2,851		\$14,161
Veteran's Day	Cupertino Veteran's Memorial	\$612	\$1,000	\$18		\$1,508	\$3,138
Ikebana Flower Show	WAFU Ikebana Society	\$294	\$19,065				\$19,359
Egg Hunt	Home of Christ Church	\$483	\$2,120	\$23	\$0		\$2,626
Holi	Cupertino Chamber of Commerce	\$1,122	\$3,000	\$18	\$965		\$5,106
Cherry Blossom	Toyokawa Sister City	\$3,496	\$17,826	\$5,892	\$4,015		\$31,229
World Journal	World Journal/Cupertino Chinese School	\$1,564	\$4,960	\$3,043	\$4,908		\$14,475
Tournament of Bands	Cupertino Tournament of Bands	\$0	\$3,220		\$3,000	\$175	\$6,395
CEEF 5k	CEEF		\$3,220		\$1,461		\$4,681
Heroes Run	County of Santa Clara	\$0	\$3,220	\$74	\$0		\$3,294
Costs for FY 20/21 Events		\$11,770	\$82,227	\$18,058	\$27,922	\$1,683	\$141,658
		TOTAL			\$112,053.73	Total	\$29,604.68

			Waived Fees			City Paid expenses		CANCELED due to Pandemic	
Festival	Date	Festival Producer	Recreation	Facility/Park/ Road Permits	Public Works	Sheriff	Materials		Total
Kids 'N Fun Festival	Aug. 8, 2020	Taiwanese Cultural and Sports Association	\$1,331	\$10,000	\$2,871	\$4,702		\$18,904	CANCELED
Night Market	Aug. 22, 2020	Chamber of Commerce	\$1,757	\$4,630	\$3,070	\$5,642		\$15,099	CANCELED
Fall Festival	Sept. 12, 2020	Cupertino Rotary	\$1,607	\$7,576	\$3,047	\$4,702		\$16,931	CANCELED
Diwali	Oct. 17, 2020	Cupertino Chamber of Commerce	\$1,260	\$6,630	\$3,070	\$5,642		\$16,602	CANCELED
Veteran's Day	Nov. 11, 2020	Cupertino Veteran's Memorial	\$612	\$1,000	\$18		\$1,508	\$3,138	CANCELED
Holi	March 28, 2021	Cupertino Chamber of Commerce	\$1,122	\$3,000	\$18	\$1,881		\$6,021	CANCELED
Cherry Blossom	April 24-25, 2021	Toyokawa Sister City	\$3,496	\$19,776	\$5,892	\$4,702		\$33,866	CANCELED
World Journal	Date TBD	World Journal/Cupertino Chinese School	\$1,564	\$4,960	\$3,043	\$5,662		\$15,229	CANCELED
Konark Dance and Music Festival		Cupertino Bhubaneswar Sister City	\$1,270	\$2,910	\$1,667	\$1,410		\$7,257	CANCELED
Relay for Life	June 19, 2021	American Cancer Society	\$294	\$2,000	\$14			\$2,308	CANCELED
Tournament of Bands		Cupertino Tournament of Bands		\$3,400	\$3,000	\$1,400		\$7,800	CANCELED
CEEF 5K	Sept. 26, 2020	CEEF		\$3,400	\$2,000	\$2,000		\$7,400	CANCELED
Heroes Run	Nov. 7, 2020	VMC Foundation	\$480	\$3,400	\$2,000			\$5,880	CANCELED
Costs for FY 20/21 Events			\$14,793	\$72,682	\$29,711	\$37,741	\$1,508	\$156,435	
			TOTAL		\$117,185.68	Total		\$39,248.86	

Festival	Date	Festival Producer	Waived Fees			City Paid expenses		Total	
			Recreation	Facility/Park/ Road Permits	Public Works	Sheriff	Materials		
<i>Kids 'N Fun Festival</i>	<i>Aug. 14, 2021</i>	<i>Taiwanese Cultural and Sports Association</i>	<i>\$784</i>	<i>\$5,270</i>	<i>\$2,871</i>	<i>\$4,702</i>		<i>\$13,627</i>	<i>Completed</i>
Fall Festival	Sept. 11, 2021	Cupertino Rotary	\$1,515	\$5,360	\$3,081	\$4,800		\$14,757	
<i>Diwali</i>	<i>Oct. 16, 2021</i>	<i>Cupertino Chamber of Commerce</i>	<i>\$1,188</i>	<i>\$6,630</i>	<i>\$3,070</i>	<i>\$5,889</i>		<i>\$16,777</i>	<i>Completed</i>
Veteran's Day	Nov. 11, 2021	Cupertino Veteran's Memorial	\$628	\$1,000	\$18		\$1,508	\$3,154	<i>not taking place in 2021</i>
Ikebana Flower Show	N/A	WAFU Ikebana Society	<i>No show in FY 21/22</i>						<i>not taking place in 2021</i>
<i>Holi</i>	<i>April 3, 2022</i>	<i>Cupertino Chamber of Commerce</i>	<i>\$1,205</i>	<i>\$3,000</i>	<i>\$18</i>	<i>\$1,881</i>		<i>\$6,104</i>	<i>Completed</i>
Cherry Blossom	April 30- May 1, 2022	Toyokawa Sister City	\$3,662	\$19,682	\$5,892	\$4,702		\$33,937	
World Journal	TBD	World Journal/Cupertino Chinese School	\$1,647	\$4,960	\$3,043	\$4,251		\$13,901	
Konark Dance and Music Festival		Cupertino Bhubaneswar Sister City	\$1,352	\$2,910	\$1,667	\$1,410		\$7,339	
Relay for Life	June 18, 2022	American Cancer Society	\$294	\$2,576	\$14			\$2,884	
Tournament of Bands		Cupertino Tournament of Bands		\$3,400	\$3,000	\$1,400		\$7,800	
CEEF 5k	N/A	CEEF	<i>No event in FY 21/22</i>						<i>not taking place in 2021</i>
Heroes Run - ESTIMATED		VMC Foundation	\$480	\$3,400	\$2,000			\$5,880	<i>Heroes Run has moved to new venue</i>
Costs for FY 21/22 Events			\$12,756	\$58,188	\$24,676	\$29,035	\$1,508	\$126,161	
			TOTAL	\$95,618.68	Total	\$30,542.30			



City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 11:11 AM

User: rubenr

Contract #: **15260**
Date: **11 Feb 2015**

User: **kevink**
Status: **Closed**

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) **Purpose of Use** Private Event
CITY OF CUPERTINO/CHAMBER OF COMMERCE EVENT

ii) **Conditions of Use** RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) **Date(s) and Time(s) of Use** Expected: 60

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Community Hall - Community Hall	Fri	08 May 2015	08:00 AM	05:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) **Additional Fees**

v) **Payment Method**

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	<returned>	\$0.00	\$0.00	\$0.00

Balance of rental due and payable immediately.

vi) **Other Information**

Prompt	Answer
Security Fees Added?	No
Weekend staffing?	No
Alcohol?	No
Crksd/ComHall Staff?	No
Rental Deposit?	No
Insurance?	Not Required
Food?	No

Date: _____

Staff Reviewed: _____

User: rubenr

Contract #: 15260
Date: 11 Feb 2015

User: kevink
Status: Closed

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

I understand that I am renting and using the City property in its current condition, I have had an opportunity to inspect the property, and there have been no representations of the construction, condition, or safety of the property. In consideration of acceptance of my application for rental of property, I hereby RELEASE, DISCHARGE, AND AGREE NOT TO SUE the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") to the fullest extent legally possible from any injury, death, or damage or loss to personal property arising out of, or in connection with, my rental of the property from whatever cause, including the active or passive negligence of City or any other participants in the activity. I understand that City does not guarantee the construction, condition, or safety of the facilities where the activity is taking place.

In consideration for being permitted for the rental of property, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity or rental of the property.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.

Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

I hereby agree to provide a certificate of commercial general liability insurance with the City of Cupertino listed as an additional insured in the amount of \$1,000,000 per occurrence if required.

Initial

I, the undersigned, hereby agree to be present for the entirety of my event. I agree to be present for both a pre-event inspection and a post-event inspection of the rental facility and understand that my signature will be required on any inspection reports.

Initial

Functions exceeding the permitted reservation time shall be charged 1.5 times the associated hourly fee for anytime to the first half hour and 1.5 times the associated fee for every half hour there after.

Initial

X: _____

ANGELA TSUI

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

X: _____

KELSEY HAYES**INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____

Mailing address if different from above:



ATTACHMENT C

CC 06-21-22
Quinlan Rental Contract

City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 12:20 PM

User: rubenr

Contract #: 17672
Date: 18 Aug 2016

User: rubenr
Status: Closed

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) Purpose of Use Meeting
CITY OF CUPERTINO/CHAMBER OF COMMERCE EVENT

ii) Conditions of Use RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) Date(s) and Time(s) of Use Expected: 75

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Quinlan Community Center - Cupertino Room	Wed	14 Sep 2016	05:00 PM	08:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	<returned>	\$0.00	\$0.00	\$0.00

Rental charges are due according to the following schedule:

vi) Other Information

Prompt	Answer
Alcohol?	No
Security Fees Added?	No
Weekend Staffing?	No
Crksd/ComHall Staff?	No
Rental Deposit?	No
Insurance?	Not Required
Food?	No
EEC Staffing?	No

Date: _____

Staff Reviewed: _____

User: rubenr

Contract #: 17672
Date: 18 Aug 2016

User: rubenr
Status: Closed

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

I understand that I am renting and using the City property in its current condition, I have had an opportunity to inspect the property, and there have been no representations of the construction, condition, or safety of the property. In consideration of acceptance of my application for rental of property, I hereby RELEASE, DISCHARGE, AND AGREE NOT TO SUE the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") to the fullest extent legally possible from any injury, death, or damage or loss to personal property arising out of, or in connection with, my rental of the property from whatever cause, including the active or passive negligence of City or any other participants in the activity. I understand that City does not guarantee the construction, condition, or safety of the facilities where the activity is taking place.

In consideration for being permitted for the rental of property, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity or rental of the property.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.

Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

I hereby agree to provide a certificate of commercial general liability insurance with the City of Cupertino listed as an additional insured in the amount of \$1,000,000 per occurrence if required.

Initial

I, the undersigned, hereby agree to be present for the entirety of my event. I agree to be present for both a pre-event inspection and a post-event inspection of the rental facility and understand that my signature will be required on any inspection reports.

Initial

Functions exceeding the permitted reservation time shall be charged 1.5 times the associated hourly fee for anytime to the first half hour and 1.5 times the associated fee for every half hour there after.

Initial**X:** _____**ANGELA TSUI**

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

Mailing address if different from above:

_____**X:** _____**KELSEY HAYES****INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____



City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 12:28 PM

User: rubenr

Contract #: 17709
Date: 29 Aug 2016

User: kevink
Status: Closed

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) Purpose of Use Meeting
CITY OF CUPERTINO/ CHAMBER LAC LUNCHEON

ii) Conditions of Use RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) Date(s) and Time(s) of Use Expected: 40

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Community Hall - Community Hall	Fri	09 Sep 2016	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	07 Oct 2016	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	04 Nov 2016	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	02 Dec 2016	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	<returned>	\$0.00	\$0.00	\$0.00

Rental charges are due according to the following schedule:

vi) Other Information

Prompt	Answer
Alcohol?	No
Security Fees Added?	No
Weekend Staffing?	No
Crksd/ComHall Staff?	Yes
Rental Deposit?	No
Insurance?	Not Required
Food?	No
EEC Staffing?	No

Date: _____

Staff Reviewed: _____

User: rubenr

Contract #: 17709
Date: 29 Aug 2016

User: kevink
Status: Closed

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

I understand that I am renting and using the City property in its current condition, I have had an opportunity to inspect the property, and there have been no representations of the construction, condition, or safety of the property. In consideration of acceptance of my application for rental of property, I hereby RELEASE, DISCHARGE, AND AGREE NOT TO SUE the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") to the fullest extent legally possible from any injury, death, or damage or loss to personal property arising out of, or in connection with, my rental of the property from whatever cause, including the active or passive negligence of City or any other participants in the activity. I understand that City does not guarantee the construction, condition, or safety of the facilities where the activity is taking place.

In consideration for being permitted for the rental of property, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity or rental of the property.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.

Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

I hereby agree to provide a certificate of commercial general liability insurance with the City of Cupertino listed as an additional insured in the amount of \$1,000,000 per occurrence if required.

Initial

I, the undersigned, hereby agree to be present for the entirety of my event. I agree to be present for both a pre-event inspection and a post-event inspection of the rental facility and understand that my signature will be required on any inspection reports.

Initial

Functions exceeding the permitted reservation time shall be charged 1.5 times the associated hourly fee for anytime to the first half hour and 1.5 times the associated fee for every half hour there after.

Initial

X: _____

ANGELA TSUI

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

X: _____

KELSEY HAYES**INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____

Mailing address if different from above:



City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 12:33 PM

User: rubenr

Contract #: 17738
Date: 08 Sep 2016

User: kevink
Status: Firm

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) Purpose of Use Meeting
CITY OF CUPERTINO/ CHAMBER LAC

ii) Conditions of Use RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) Date(s) and Time(s) of Use Expected: 40

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Community Hall - Community Hall	Fri	06 Jan 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	03 Feb 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	03 Mar 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	07 Apr 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	05 May 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	02 Jun 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	07 Jul 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	04 Aug 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	08 Sep 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	06 Oct 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	03 Nov 2017	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rental charges are due according to the following schedule:

User: rubenr

Contract #: 17738
Date: 08 Sep 2016

User: kevink
Status: Firm

vi) Other Information

Prompt	Answer
Alcohol?	No
Security Fees Added?	No
Weekend Staffing?	No
Crksd/ComHall Staff?	No
Rental Deposit?	No
Insurance?	Not Required
Food?	No
EEC Staffing?	No

Date: _____

Staff Reviewed: _____

User: rubenr

Contract #: 17738
Date: 08 Sep 2016

User: kevink
Status: Firm

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

I understand that I am renting and using the City property in its current condition, I have had an opportunity to inspect the property, and there have been no representations of the construction, condition, or safety of the property. In consideration of acceptance of my application for rental of property, I hereby RELEASE, DISCHARGE, AND AGREE NOT TO SUE the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") to the fullest extent legally possible from any injury, death, or damage or loss to personal property arising out of, or in connection with, my rental of the property from whatever cause, including the active or passive negligence of City or any other participants in the activity. I understand that City does not guarantee the construction, condition, or safety of the facilities where the activity is taking place.

In consideration for being permitted for the rental of property, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity or rental of the property.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.

Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

I hereby agree to provide a certificate of commercial general liability insurance with the City of Cupertino listed as an additional insured in the amount of \$1,000,000 per occurrence if required.

Initial

I, the undersigned, hereby agree to be present for the entirety of my event. I agree to be present for both a pre-event inspection and a post-event inspection of the rental facility and understand that my signature will be required on any inspection reports.

Initial

Functions exceeding the permitted reservation time shall be charged 1.5 times the associated hourly fee for anytime to the first half hour and 1.5 times the associated fee for every half hour there after.

Initial

X: _____

ANGELA TSUI

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

X: _____

KELSEY HAYES**INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____

Mailing address if different from above:



City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 02:02 PM

User: rubenr

Contract #: 17753
Date: 13 Sep 2016

User: kevink
Status: Closed

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) Purpose of Use Meeting
CITY OF CUPERTINO/ CHAMBER OF COMMERCE

ii) Conditions of Use RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) Date(s) and Time(s) of Use Expected: 10

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Community Hall - Community Hall	Wed	21 Sep 2016	10:00 AM	12:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	<returned>	\$0.00	\$0.00	\$0.00

Rental charges are due according to the following schedule:

vi) Other Information

Prompt	Answer
Alcohol?	No
Security Fees Added?	No
Weekend Staffing?	No
Crksd/ComHall Staff?	No
Rental Deposit?	No
Insurance?	Not Required
Food?	No
EEC Staffing?	No

Date: _____

Staff Reviewed: _____

User: rubenr

Contract #: 17753
Date: 13 Sep 2016

User: kevink
Status: Closed

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

I understand that I am renting and using the City property in its current condition, I have had an opportunity to inspect the property, and there have been no representations of the construction, condition, or safety of the property. In consideration of acceptance of my application for rental of property, I hereby RELEASE, DISCHARGE, AND AGREE NOT TO SUE the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") to the fullest extent legally possible from any injury, death, or damage or loss to personal property arising out of, or in connection with, my rental of the property from whatever cause, including the active or passive negligence of City or any other participants in the activity. I understand that City does not guarantee the construction, condition, or safety of the facilities where the activity is taking place.

In consideration for being permitted for the rental of property, I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify and hold harmless the City of Cupertino, the City Council, officials, officers, agents, employees, or volunteers (collectively, "City") from any and all claims, demands, actions or suits arising out of or in connection with my participation in the activity or rental of the property.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.

Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

I hereby agree to provide a certificate of commercial general liability insurance with the City of Cupertino listed as an additional insured in the amount of \$1,000,000 per occurrence if required.

Initial

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Initial

Functions exceeding the permitted reservation time shall be charged 1.5 times the associated hourly fee for anytime to the first half hour and 1.5 times the associated fee for every half hour there after.

Initial

X: _____

ANGELA TSUI

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

X: _____

KELSEY HAYES**INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____

Mailing address if different from above:



City of Cupertino Recreation & Community Services Department
10185 North Stelling Road
Cupertino, CA 95014
Phone: (408) 777-3120 Fax: (408) 777-3137

Printed: 30 Mar 2022, 02:20 PM

User: rubenr

Contract #: 19009
Date: 07 May 2018

User: rubenr
Status: Closed

The City of Cupertino Recreation & Community Services Department, 10185 N Stelling Road, Cupertino, CA 95014-5733, hereby grants CITY OF CUPERTINO (hereinafter called the "Licensee") represented by ANGELA TSUI, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto, all of which form part of this Agreement.

i) Purpose of Use Meeting
CITY OF CUPERTINO//LAC

ii) Conditions of Use RESERVATION SUBJECT TO DEPARTMENTAL APPROVAL, VERIFICATION OF FEES, DATES, AND TIMES. UPON APPROVAL, A FIRM RENTAL CONTRACT / PERMIT WILL BE MAILED TO YOU.

iii) Date(s) and Time(s) of Use Expected: 40

Facility/Equipment	Day	Start Date	Start Time	End Time	Fee	XFee	Tax	Total	
Community Hall - Community Hall	Fri	01 Jun 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	13 Jul 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	03 Aug 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	07 Sep 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	05 Oct 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	02 Nov 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial
Community Hall - Community Hall	Fri	07 Dec 2018	12:30 PM	02:00 PM	\$0.00	\$0.00	\$0.00	\$0.00	Initial

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$0.00	\$0.00	\$0.00	\$0.00	<returned>	\$0.00	\$0.00	\$0.00

Rental charges are due according to the following schedule:

Contract #:	19009	User:	rubenr
Date:	07 May 2018	Status:	Closed

vi) Other Information

Prompt	Answer
Alcohol?	No
Security Fees Added?	No
Weekend Staffing?	No
Crksd/ComHall Staff?	Yes
Rental Deposit?	No
Insurance?	Not Required
Food?	No
EEC Staffing?	No

Date: _____ Staff Reviewed: _____

User: rubenr

Contract #: 19009
Date: 07 May 2018

User: rubenr
Status: Closed

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, to whom an Exclusive Use Permit has been granted (hereinafter, "Permittee"), shall hold harmless and indemnify the City of Cupertino, its city council, employees, agents, servants, and volunteers against any and all liability, claims, losses, damages or expenses arising from the event or activities of Permittee, its officers, agents or employees; excluding, however, such liability, claims, losses, damages or expenses arising from the City's sole negligence or willful acts. Permittee shall be liable to the City for any and all damages to parks, facilities, and buildings owned by the City arising from the activities of Permittee or any participant in said activity.

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Cancellation of reservation must be made at least 30 calendar days prior to your reservation date in order for your rental fees to be refunded.

Initial

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Initial

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Initial

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Initial

X: _____

ANGELA TSUI

CITY OF CUPERTINO
 10300 TORRE AVE
 CUPERTINO CA 95014
 Home: (408)777-3200
 Fax: (408)

Business: (408)

X: _____

KELSEY HAYES**INTERIM RECREATION SUPERVISOR**

Cupertino Recreation & Community Services Dept

Date Approved: _____

Mailing address if different from above:

Permit



Quinlan Community Center
10185 N Stelling Rd.
Cupertino, CA, US 95014

PHONE:(408) 777-3120
FAX:(408) 777-1305
EMAIL:Recreation@Cupertino.org

Permit # **R5508**

Status Approved

Date Dec 14, 2018 9:18 AM

Organization Name	Cupertino - City Manager's Office - 34	Organization Phone 1	(408) 777-3200
Customer Type	Cupertino Non-Profit	Number	
Organization Address	10300 Torre Ave. Cupertino, CA 95014		
Agent Name	Angela Tsui	Main Phone Number	(408) 777-7607
		Email Address	AngelaT@cupertino.org
System User	Ofelia Ng		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Chamber LAC		1 resource(s)	11 booking(s)	Subtotal: \$0.00
Booking Summary				
CHall - Community Hall (Admin Booking)			Center: Community Hall	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Jan 11, 2019 12:30 PM	Dec 6, 2019 2:00 PM	--		
Occurs on selected dates: Jan 11, 2019, Mar 1, 2019, Apr 5, 2019, May 3, 2019, Jun 7, 2019, Jul 12, 2019, Aug 2, 2019, Sep 6, 2019, Oct 4, 2019, Nov 1, 2019, Dec 6, 2019				
Jan 11, 2019 12:30 PM	Jan 11, 2019 2:00 PM	40	\$0.00	
Mar 1, 2019 12:30 PM	Mar 1, 2019 2:00 PM	40	\$0.00	
Apr 5, 2019 12:30 PM	Apr 5, 2019 2:00 PM	40	\$0.00	
May 3, 2019 12:30 PM	May 3, 2019 2:00 PM	40	\$0.00	
Jun 7, 2019 12:30 PM	Jun 7, 2019 2:00 PM	40	\$0.00	
Jul 12, 2019 12:30 PM	Jul 12, 2019 2:00 PM	40	\$0.00	
Aug 2, 2019 12:30 PM	Aug 2, 2019 2:00 PM	40	\$0.00	
Sep 6, 2019 12:30 PM	Sep 6, 2019 2:00 PM	40	\$0.00	

ATTACHMENT C

CC 06-21-22
1226 of 1336

Oct 4, 2019 12:30 PM	Oct 4, 2019 2:00 PM	40	\$0.00
Nov 1, 2019 12:30 PM	Nov 1, 2019 2:00 PM	40	\$0.00
Dec 6, 2019 12:30 PM	Dec 6, 2019 2:00 PM	40	\$0.00

Permit



Quinlan Community Center
10185 N Stelling Rd.
Cupertino, CA, US 95014

PHONE:(408) 777-3120
FAX:(408) 777-1305
EMAIL:Recreation@Cupertino.org

Permit # **R30723**

Status Approved

Date Nov 14, 2019 3:27 PM

Organization Name	Cupertino - City Manager's Office - 34	Organization Phone 1	(408) 777-3200
Customer Type	Cupertino Non-Profit	Number	
Organization Address	10300 Torre Ave. Cupertino, CA 95014		
<hr/>			
Agent Name	Angela Tsui	Main Phone Number	(408) 777-7607
		Email Address	AngelaT@cupertino.org
<hr/>			
System User	Ofelia Ng		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
<hr/>	
Total Permit Fee	\$0.00
<hr/>	
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Cupertino-City Mgr/Chamber LAC		1 resource(s)	2 booking(s)	Subtotal: \$0.00
Booking Summary				
CHall - Community Hall (Admin Booking)			Center: Community Hall	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Jan 10, 2020 12:30 PM	Jan 10, 2020 2:00 PM	40	\$0.00	
Mar 6, 2020 12:30 PM	Mar 6, 2020 2:00 PM	40	\$0.00	

Quinlan Community Center
 10185 N Stelling Rd.
 Cupertino, CA, US 95014

PHONE:(408) 777-3120
 FAX:(408) 777-1305
 EMAIL:Recreation@Cupertino.org

Permit # R2564

Status Approved

Date Oct 24, 2018 11:44 AM

Organization Name	Cupertino Chamber Of Commerce - 7		
Customer Type	Cupertino Non-Profit		
Organization Address	20455 Silverado Ave. Cupertino, CA 95014		
Agent Name	Anjali Kausar	Main Phone Number	(408) 252-7054
		Cell Phone Number	(408) 838-0502
		Email Address	anjali@cupertino-chamber.org
System User	Kelsey Christian	Payer	Cupertino Chamber Of Commerce

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Diwali Festival 2019				7 resource(s)	10 booking(s)	Subtotal: \$0.00
Booking Summary						
MP - Half Field - Festival (Admin Booking)				Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX			
Oct 10, 2019 8:00 AM	Oct 10, 2019 7:00 PM	1	\$0.00			
Oct 11, 2019 7:00 AM	Oct 11, 2019 9:00 PM	1	\$0.00			
Oct 12, 2019 7:00 AM	Oct 12, 2019 9:00 PM	1	\$0.00			
QCC - Cupertino Room (Admin Booking)				Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX			
Oct 11, 2019 8:00 AM	Oct 11, 2019 10:00 PM	1	\$0.00			
Oct 12, 2019 7:00 AM	Oct 12, 2019 9:00 PM	1	\$0.00			
MP - Amphitheatre (Admin Booking)				Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX			
Oct 12, 2019 7:00 AM	Oct 12, 2019 7:00 PM	1	\$0.00			
MP - Gazebo (Admin Booking)				Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX			
Oct 12, 2019 7:00 AM	Oct 12, 2019 7:00 PM	1	\$0.00			
MP - Softball Field (Admin Booking)				Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX			

ATTACHMENT C

Oct 12, 2019 7:00 AM	Oct 12, 2019 7:00 PM	1	1229 of 1336	\$0.00
QCC - Conference Room (Admin Booking)		Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 12, 2019 7:00 AM	Oct 12, 2019 9:00 PM	1	\$0.00	
QCC - Social Room (Admin Booking)		Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 12, 2019 7:00 AM	Oct 12, 2019 9:00 PM	1	\$0.00	

Payment and Refund					
RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1005149.03	Sep 24, 2019	Security Deposit GL#100	Diwali Festival 2019	MP - Half Field - Festival	\$1,000.00
2001618.03	Oct 18, 2019	Security Deposit GL#100	Diwali Festival 2019	MP - Half Field - Festival	-\$1,000.00

Quinlan Community Center
10185 N Stelling Rd.
Cupertino, CA, US 95014

PHONE:(408) 777-3120
FAX:(408) 777-1305
EMAIL:Recreation@Cupertino.org

Permit # **R39887**
Status Approved
Date Oct 14, 2021 10:50 AM

Organization Name	Cupertino Chamber Of Commerce - 7	Organization Phone 1 Number	(408) 252-7054
Customer Type	Cupertino Non-Profit		
Organization Address	20455 Silverado Ave. Cupertino, CA 95014		
Agent Name	Anjali Kausar	Main Phone Number	(408) 252-7054
		Cell Phone Number	(408) 838-0502
		Email Address	anjali@cupertino-chamber.org
System User	Ruben Rodriguez	Payer	Cupertino Chamber Of Commerce

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Diwali Festival 2021		17 resource(s)	21 booking(s)	Subtotal: \$0.00
Booking Summary				
MP - Half Field - Festival (Admin Booking)		Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 15, 2021 8:00 AM	Oct 15, 2021 7:00 PM	1	\$0.00	
Oct 16, 2021 7:00 AM	Oct 16, 2021 9:00 PM	1	\$0.00	
Oct 17, 2021 7:00 AM	Oct 17, 2021 9:00 PM	1	\$0.00	
MP - Amphitheatre (Admin Booking)		Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 7:00 AM	Oct 17, 2021 7:00 PM	—	\$0.00	
Occurs every day effective Oct 16, 2021 until Oct 17, 2021 from 7:00 AM to 7:00 PM				
Oct 16, 2021 7:00 AM	Oct 16, 2021 7:00 PM	1	\$0.00	
Oct 17, 2021 7:00 AM	Oct 17, 2021 7:00 PM	1	\$0.00	
MP - Gazebo (Admin Booking)		Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 7:00 AM	Oct 16, 2021 7:00 PM	1	\$0.00	
MP - Softball Field (Admin Booking)		Center: Memorial Park		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	

Oct 16, 2021 7:00 AM	Oct 16, 2021 7:00 PM	1	CC 06-21-22 1231 of 1336	\$0.00
QCC - Conference Room (Admin Booking)		Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 7:00 AM	Oct 16, 2021 9:00 PM	1	\$0.00	
QCC - Social Room (Admin Booking)		Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 7:00 AM	Oct 16, 2021 9:00 PM	1	\$0.00	
QCC - Cupertino Room (Admin Booking)		Center: Quinlan Community Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:00 AM	Oct 16, 2021 10:00 PM	1	\$0.00	
Oct 17, 2021 7:00 AM	Oct 17, 2021 9:00 PM	1	\$0.00	
SC - Arts & Crafts Room (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Bay Room (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Classroom (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Conference Room (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Exercise Room (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Fountain Room (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Kitchen (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Reception Hall (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Reception Hall B (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	
SC - Tech Lab (Admin Booking)		Center: Senior Center		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Oct 16, 2021 8:30 AM	Oct 16, 2021 11:00 PM	1	\$0.00	

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1007736.03	Oct 14, 2021	Security Deposit GL#100	Diwali Festival 2021	MP - Half Field - Festival	\$1,000.00
2004906.03	Oct 21, 2021	Security Deposit GL#100	Diwali Festival 2021	MP - Half Field - Festival	-\$1,000.00

Quinlan Community Center
10185 N Stelling Rd.
Cupertino, CA, US 95014

PHONE:(408) 777-3120
FAX:(408) 777-1305
EMAIL:Recreation@Cupertino.org

Permit # R61247
Status Approved
Date Mar 30, 2022 6:01 PM

Organization Name	Cupertino Chamber Of Commerce - 7		
Customer Type	Cupertino Non-Profit		
Organization Address	20455 Silverado Ave. Cupertino, CA 95014		
Agent Name	Rick (Cupertino) Kitson (Chamber)	Work Phone Number	(408) 550-6158
		Main Phone Number	(408) 355-4413
		Cell Phone Number	(408) 355-4413
		Email Address	rickgkitson@gmail.com
System User	Ruben Rodriguez	Payer	Cupertino Chamber Of Commerce

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,000.00
Total Payment	\$1,000.00
Refunds	\$0.00
Balance	\$0.00

Cupertino Holi Festival	2 resource(s)	4 booking(s)	Subtotal: \$1,000.00
Booking Summary			
MP - Half Field - Festival (Admin Booking)		Center: Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Apr 2, 2022 11:00 AM	Apr 2, 2022 9:00 PM	20	\$0.00
Apr 3, 2022 8:00 AM	Apr 3, 2022 6:00 PM	1000	\$0.00
Apr 4, 2022 8:00 AM	Apr 4, 2022 1:00 PM	20	\$0.00
Resource level fees			\$1,000.00
QCC - Cupertino Room (Admin Booking)		Center: Quinlan Community Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Apr 3, 2022 8:00 AM	Apr 3, 2022 6:00 PM	1	\$0.00

Deposit							
EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Cupertino Holi Festival	MP - Half Field - Festival	Security Deposit GL#100	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1008141.03	Mar 3, 2022	Security Deposit GL#100	Cupertino Holi Festival	MP - Full Field - Festival	\$1,000.00
3008624.03	Mar 30, 2022	Security Deposit GL#100	Cupertino Holi Festival	--	-\$1,000.00
3008624.03	Mar 30, 2022	Security Deposit GL#100	Cupertino Holi Festival	MP - Half Field - Festival	\$1,000.00

Quinlan Community Center
 10185 N Stelling Rd.
 Cupertino, CA, US 95014

PHONE:(408) 777-3120
 FAX:(408) 777-1305
 EMAIL:Recreation@Cupertino.org

Permit # R100281
Status Tentative

Date Mar 22, 2022 1:57 PM

Expiration Date Mar 22, 2023

Organization Name Cupertino Chamber Of Commerce - 7
Customer Type Cupertino Non-Profit
Organization Address 20455 Silverado Ave.
 Cupertino, CA 95014

Agent Name Anjali Kausar

Main Phone Number (408) 252-7054

Cell Phone Number (408) 838-0502

Email Address anjali@cupertino-chamber.org

System User Ruben Rodriguez

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Diwali Festival 2021

17 resource(s) 21 booking(s) **Subtotal: \$0.00**

Booking Summary

MP - Half Field - Festival (Admin Booking)

Center: Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 9, 2022 8:00 AM	Sep 9, 2022 7:00 PM	1	\$0.00
Sep 10, 2022 7:00 AM	Sep 10, 2022 9:00 PM	1	\$0.00
Sep 11, 2022 7:00 AM	Sep 11, 2022 9:00 PM	1	\$0.00

MP - Amphitheatre (Admin Booking)

Center: Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 7:00 AM	Sep 11, 2022 7:00 PM	--	\$0.00

Occurs every day effective Sep 10, 2022 until Sep 11, 2022 from 7:00 AM to 7:00 PM

MP - Gazebo (Admin Booking)

Center: Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 7:00 AM	Sep 10, 2022 7:00 PM	1	\$0.00

MP - Softball Field (Admin Booking)

Center: Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 7:00 AM	Sep 10, 2022 7:00 PM	1	\$0.00

QCC - Conference Room (Admin Booking)

Center: Quinlan Community Center

ATTACHMENT C

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START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 7:00 AM	Sep 10, 2022 9:00 PM	1	\$0.00
QCC - Social Room (Admin Booking)		Center: Quinlan Community Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 7:00 AM	Sep 10, 2022 9:00 PM	1	\$0.00
QCC - Cupertino Room (Admin Booking)		Center: Quinlan Community Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:00 AM	Sep 10, 2022 10:00 PM	1	\$0.00
Sep 11, 2022 7:00 AM	Sep 11, 2022 9:00 PM	1	\$0.00
SC - Arts & Crafts Room (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Bay Room (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Classroom (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Conference Room (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Exercise Room (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Fountain Room (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Kitchen (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Reception Hall (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Reception Hall B (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00
SC - Tech Lab (Admin Booking)		Center: Senior Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sep 10, 2022 8:30 AM	Sep 10, 2022 11:00 PM	1	\$0.00

RESOLUTION NO. 22-015

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS PAYABLE IN THE
AMOUNTS AND FROM THE FUNDS AS HEREINAFTER DESCRIBED FOR
GENERAL AND MISCELLANEOUS EXPENDITURES FOR THE PERIOD
ENDING DECEMBER 20, 2021**

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby allow 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 21st day of June, 2022 by the following vote:

Vote Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

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

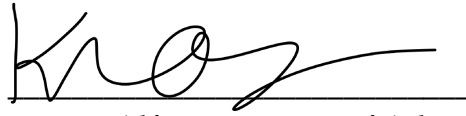
Resolution No. 22-015

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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:

A handwritten signature in black ink, appearing to read 'K Alfaro', written over a horizontal line.

Kristina Alfaro, Director of Administrative Services

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Main Account - Main Checking Account									
<u>Check</u>									
729282	12/13/2021	Open			Accounts Payable	Cupertino Hotel	\$183.90		
	Invoice		Date	Description		Amount			
	2022-00000308		10/22/2021	Boris Stanley Meal Service for 10/17/21 and 10/21/21		\$183.90			
729283	12/17/2021	Open			Accounts Payable	ADVANTAGE GRAFIX	\$106.94		
	Invoice		Date	Description		Amount			
	46147		11/04/2021	Business Cards - Tina Kapoor		\$106.94			
729284	12/17/2021	Open			Accounts Payable	AT&T	\$337.40		
	Invoice		Date	Description		Amount			
	000017164481		10/12/2021	911 Emergency Phone Lines - 09/12/2021 - 10/11/2021		\$153.72			
	000017453110		12/12/2021	911 Emergency Phone Lines - 11/12/2021 - 12/11/2021		\$183.68			
729285	12/17/2021	Open			Accounts Payable	AVOCETTE TECHNOLOGIES INC.	\$7,507.50		
	Invoice		Date	Description		Amount			
	2111CU1		11/30/2021	Accela FY22 Configuration services & Business License Nov 2021		\$7,507.50			
729286	12/17/2021	Open			Accounts Payable	CINTAS CORPORATION	\$2,247.32		
	Invoice		Date	Description		Amount			
	4103917285		12/07/2021	UNIFORMS SAFETY APPAREL		\$1,123.66			
	4104617598		12/14/2021	UNIFORMS SAFETY APPAREL		\$1,123.66			
729287	12/17/2021	Open			Accounts Payable	COLLEEN LOPEZ	\$1,200.00		
	Invoice		Date	Description		Amount			
	2021-6		12/10/2021	Housing Consultant 2021/11		\$1,200.00			
729288	12/17/2021	Open			Accounts Payable	COMCAST	\$2,162.67		
	Invoice		Date	Description		Amount			
	3310-120721		12/07/2021	8155 40 065 0183310 -120721		\$2,162.67			
729289	12/17/2021	Open			Accounts Payable	COUNTY OF SANTA CLARA	\$1,290,467.25		
	Invoice		Date	Description		Amount			
	1800078855		11/01/2021	Advance for Law Enforcement Svs (Nov 2021)		\$1,290,457.25			
	1800078811		10/28/2021	LIVE SCAN SERVICES SEPT 2021		\$10.00			
729290	12/17/2021	Open			Accounts Payable	CUPERTINO CHAMBER OF COMMERCE	\$8,000.00		
	Invoice		Date	Description		Amount			
	12927		08/10/2021	Chamber Annual Contract - First Installment		\$8,000.00			
729291	12/17/2021	Open			Accounts Payable	Darlene Rochkind	\$197.87		
	Invoice		Date	Description		Amount			
	10180		12/11/2021	interpreting services for Signing Santa		\$197.87			
729292	12/17/2021	Open			Accounts Payable	DENCO SALES COMPANY, INC.	\$388.79		
	Invoice		Date	Description		Amount			
	8781818-00		12/08/2021	Grounds - Material for Field Closed Signs		\$388.79			
729293	12/17/2021	Open			Accounts Payable	DEVIL MOUNTAIN WHOLESALE NURSERY, INC	\$8,244.50		
	Invoice		Date	Description		Amount			
	2059/7		12/10/2021	Trees/ROW - Trees		\$7,190.51			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	10922/3		12/14/2021		Trees/ROW - Trees		\$1,053.99		
729294	12/17/2021	Open			Accounts Payable	Eshverya Gianchandani	\$55.00		
	Invoice		Date	Description		Amount			
	EshveryaG101521		10/15/2021	Reimbursement - Crew SV Luncheon		\$55.00			
729295	12/17/2021	Open			Accounts Payable	FRANCHISE TAX BOARD	\$14,253.52		
	Invoice		Date	Description		Amount			
	DGWithholding1		12/16/2021	Income Tax for Daniel Gertmenian #883685572		\$14,253.52			
729296	12/17/2021	Open			Accounts Payable	James Throop	\$57.00		
	Invoice		Date	Description		Amount			
	Throop11821		11/08/2021	Live Scan and Fingerprinting Reimbursement		\$57.00			
729297	12/17/2021	Open			Accounts Payable	MOUNTAIN VIEW GARDEN CENTER	\$1,712.49		
	Invoice		Date	Description		Amount			
	108587		12/08/2021	Grounds - 4Yard Red Pro Chip		\$244.22			
	108583		12/08/2021	Grounds - 4Yard Red Pro Chip		\$244.22			
	108578		12/08/2021	Grounds - 4Yard Red Pro Chip		\$244.22			
	108595		12/09/2021	Grounds - 2yds Red Pro Chip		\$122.11			
	108599		12/10/2021	Streets - Sand for Sandbags		\$857.72			
729298	12/17/2021	Open			Accounts Payable	MUNICIPAL MAINTENANCE EQUIPMENT, INC	\$384,130.50		
	Invoice		Date	Description		Amount			
	0165944-IN		12/15/2021	Streets - Vac-Con Sewer & Storm Drain Cleaner		\$384,130.50			
729299	12/17/2021	Open			Accounts Payable	OTIS ELEVATOR COMPANY	\$8,772.12		
	Invoice		Date	Description		Amount			
	100400515232		09/13/2021	Facilities - Library Maintenance 10-1-21 to 9-30-22		\$8,772.12			
729300	12/17/2021	Open			Accounts Payable	TRACER GOLF USA	\$212.43		
	Invoice		Date	Description		Amount			
	#INV-003194		11/30/2021	golf tees to sell in pro shop		\$212.43			
729301	12/17/2021	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$701.37		
	Invoice		Date	Description		Amount			
	Invoice-65976		12/01/2021	SELF SEAL 1099 ENV		\$701.37			
729302	12/17/2021	Open			Accounts Payable	LARRY KLEIN	\$794.00		
	Invoice		Date	Description		Amount			
	277809		12/13/2021	REFUND 10236 CRESTON DR TR-2021-042 WITHDRAWN		\$794.00			
729303	12/17/2021	Open			Accounts Payable	Liaw, Hai-Pyng	\$402.00		
	Invoice		Date	Description		Amount			
	262993		12/14/2021	Refund for tree fee - insufficient space for planting		\$402.00			
729304	12/17/2021	Open			Accounts Payable	Ng, Ofelia	\$39.34		
	Invoice		Date	Description		Amount			
	12162021		12/16/2021	Laptop Bag Reimbursement: Nordstrom - DUCHAMP Office Backpack		\$39.34			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
729305	12/17/2021	Open			Accounts Payable	Nokhoda, Shazia	\$44.80		
	Invoice		Date	Description		Amount			
	11192021		11/19/2021	Petty Cash for Shazia Nokhoda: Preschool - Thanksgiving Projects		\$44.80			
729306	12/17/2021	Open			Accounts Payable	STACIE VARIAN	\$196.44		
	Invoice		Date	Description		Amount			
	279351		12/09/2021	REFUND 10445 SAN FERNANDO AVE BLD-2021-2338 WITHDRAWN		\$196.44			
729307	12/17/2021	Open			Accounts Payable	THOMAS JAMES HOMES	\$5,000.00		
	Invoice		Date	Description		Amount			
	270129		12/14/2021	10742 Carver Dr., Encroachment, 270129		\$5,000.00			
729308	12/17/2021	Open			Accounts Payable	THOMAS JAMES HOMES	\$37,000.00		
	Invoice		Date	Description		Amount			
	269874		12/14/2021	10206 Orange Ave,100%L&M Bond, 269874		\$37,000.00			
729309	12/17/2021	Open			Accounts Payable	TIFANIE DANIELS	\$176.80		
	Invoice		Date	Description		Amount			
	277109		12/10/2021	REFUND 10108 S TANTAU AVE BLD-2021-1625 SCOPE OF WORK CHANGE		\$176.80			
Type Check Totals:							\$1,774,591.95		
EFT									
33219	12/13/2021	Open			Accounts Payable	Darcy Paul	\$1,264.06		
	Invoice		Date	Description		Amount			
	DarcyP102921		10/29/2021	Reimbursement - League of CA Cities Conference (Travel)		\$144.48			
	DarcyP110321		11/03/2021	Reimbursement - 11/3 Meeting with FBI Special Agents		\$56.72			
	DarcyP102821		10/28/2021	Reimbursement - 9/29 - 10/28 Cell Phone		\$116.44			
	DarcyP112821		11/28/2021	Reimbursement - 10/29 - 11/28 Cell Phone		\$116.44			
	DarcyP09282021		09/28/2021	Reimbursement - 8/29 - 9/28 Cell Phone		\$116.51			
	DarcyP102021		10/20/2021	Reimbursement - 10/20 Boris Stanley Dinner		\$233.00			
	DarcyP102121		10/21/2021	Reimbursement - 10/21 Boris Stanley Lunch		\$480.47			
33220	12/13/2021	Open			Accounts Payable	EMPLOYMENT DEVEL DEPT	\$48,981.42		
	Invoice		Date	Description		Amount			
	12032021		12/03/2021	CA State Tax pp 11/20/21-12/3/21		\$48,981.42			
33221	12/13/2021	Open			Accounts Payable	IRS	\$153,308.59		
	Invoice		Date	Description		Amount			
	12032021		12/03/2021	Federal Tax pp 11/20/21-12/3/21		\$153,308.59			
33222	12/16/2021	Open			Accounts Payable	P E R S	\$486,351.36		
	Invoice		Date	Description		Amount			
	12032021		12/03/2021	PERS pp 11/20/21-12/3/21		\$486,351.36			
33225	12/17/2021	Open			Accounts Payable	4 PAWS GOOSE CONTROL	\$1,850.00		
	Invoice		Date	Description		Amount			
	1640		12/07/2021	Grounds - Nov 2021 Goose Control Services		\$1,850.00			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
33226	12/17/2021	Open			Accounts Payable	ALL PENINSULA FIRE EXTINGUISHER COMPANY	\$3,901.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	21406		11/10/2021		Facilities - Fire Extinguisher Service		\$3,901.00		
33227	12/17/2021	Open			Accounts Payable	Amazon Capital Services	\$207.12		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	11GD-D66G-6H7N		12/10/2021		refund - StarTech.com Down Angle Mini USB Cable - 2m - Black -		(\$6.42)		
	1KTP-HLC4-NCMK		12/13/2021		StarTech.com Down Angle Mini USB Cable - 2m - Black for CE		\$8.42		
	1D7T-NLPK-MWF6		12/13/2021		IT Admin Business Prime Essentials - Membership Fee		\$195.33		
	1L39-6FK4-NJF3		12/13/2021		zdyCGTime 5FT 6 Pin to 6 Pin Firewire DV iLink Male to Male IEEE		\$9.79		
33228	12/17/2021	Open			Accounts Payable	BOUCHER LAW	\$4,077.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	783		12/13/2021		Employee Health and Benefit Programs		\$2,350.00		
	784		12/13/2021		Labor & Employment Law Matters		\$1,475.00		
	782		12/13/2021		COVID-19 Matters		\$252.50		
33229	12/17/2021	Open			Accounts Payable	BRIAN GATHERS	\$55.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	BrianG120421		12/04/2021		Cell Phone Reimbursement - Brian G Nov 5 to Dec 4 2021		\$55.00		
33230	12/17/2021	Open			Accounts Payable	CAROL KORADE	\$160.70		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	December2021		12/14/2021		Reimbursement for December 2021		\$160.70		
33231	12/17/2021	Open			Accounts Payable	CLEANSTREET, INC.	\$17,381.62		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	101733CS		11/30/2021		Street Sweeping November 2021		\$17,381.62		
33232	12/17/2021	Open			Accounts Payable	CLEARBLU ENVIRONMENTAL	\$622.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	26214		11/15/2021		Streets - Nov 2021 Haz Mat Services		\$622.61		
33233	12/17/2021	Open			Accounts Payable	CORELOGIC SOLUTIONS, LLC	\$940.31		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	82109433		11/30/2021		Metro scan Nov. 2021		\$940.31		
33234	12/17/2021	Open			Accounts Payable	CURREN CONSULTING	\$3,360.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2021-10-07		10/31/2021		2021 Pavement Maintenance Project Phase 1 & 2		\$1,785.00		
	2021-11-07		11/30/2021		2021 Pavement Maintenance Project Phase 1 & 2		\$1,575.00		
33235	12/17/2021	Open			Accounts Payable	Darcy Paul	\$353.57		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	DarcyP120621		12/06/2021		Reimbursement - Greg/Council Farewell Dinner		\$353.57		
33236	12/17/2021	Open			Accounts Payable	GRAINGER INC	\$687.76		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9110089415		11/04/2021		Streets - LED Driver		\$474.46		
	9143218775		12/07/2021		Fleet - Marker, Red, Green, Blue		\$74.11		
	9143218759		12/07/2021		Fleet - Headlamp		\$139.19		

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
33237	12/17/2021	Open			Accounts Payable	GULU SAKHRANI	\$55.00		
	Invoice		Date	Description		Amount			
	GuluS121421		12/14/2021	Cell Phone Charge Reimbursement for Gulu - Nov 8 to Dec 7		\$55.00			
33238	12/17/2021	Open			Accounts Payable	Health Care Employees Dental Trust	\$28,917.90		
	Invoice		Date	Description		Amount			
	305409-305411		12/14/2021	December 2021 Dental Benefit		\$28,917.90			
33239	12/17/2021	Open			Accounts Payable	INSERVH20 INC.	\$787.89		
	Invoice		Date	Description		Amount			
	1720		12/01/2021	Facilities - DEc 2021 Water Treatment		\$787.89			
33240	12/17/2021	Open			Accounts Payable	Jillian C Haff	\$390.00		
	Invoice		Date	Description		Amount			
	Fall Payment 2		12/14/2021	oct/nov zoom classes		\$390.00			
33241	12/17/2021	Open			Accounts Payable	Keish Environmental, PC	\$2,500.00		
	Invoice		Date	Description		Amount			
	COCMCS-0002		11/30/2021	MRP Training- November Services		\$2,500.00			
33242	12/17/2021	Open			Accounts Payable	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$7,838.78		
	Invoice		Date	Description		Amount			
	15487_120121		12/14/2021	December 2021 CIGNA		\$7,838.78			
33243	12/17/2021	Open			Accounts Payable	Managed Health Network Inc	\$785.51		
	Invoice		Date	Description		Amount			
	PRM-067673		11/16/2021	December 2021 EAP BENEFIT		\$785.51			
33244	12/17/2021	Open			Accounts Payable	MESITI-MILLER ENGINEERING, INC.	\$29,478.50		
	Invoice		Date	Description		Amount			
	1121028		11/30/2021	SO#3 CE/SE Regnart Rd. Sites 3-6 Schematic Design through 112521		\$12,578.00			
	1121019		11/30/2021	CE for Wilson Park Basketball Court through 112521		\$13,972.50			
	1121027		11/30/2021	CE/Se for Regnart Rd. Improvements Ph. 1 through 112521		\$2,928.00			
33245	12/17/2021	Open			Accounts Payable	MOSS ADAMS LLP	\$19,850.00		
	Invoice		Date	Description		Amount			
	102245348		12/10/2021	Professional Services Rendered Through 11/30/2021		\$19,850.00			
33246	12/17/2021	Open			Accounts Payable	NI GOVERNMENT SERVICES INC.	\$79.04		
	Invoice		Date	Description		Amount			
	21112907051		12/01/2021	Satellite Cell Phone Service - November 2021		\$79.04			
33247	12/17/2021	Open			Accounts Payable	NIDHI MATHUR	\$336.42		
	Invoice		Date	Description		Amount			
	NidhiM121321		12/13/2021	Nidhi Cell Reimbursements 4-19-21 to 11-18-21		\$336.42			
33248	12/17/2021	Open			Accounts Payable	Nomad Transit LLC	\$63,073.63		
	Invoice		Date	Description		Amount			
	INV001-4247		11/30/2021	Via Cupertino Shuttle for November 2021		\$63,073.63			
33249	12/17/2021	Open			Accounts Payable	OFFICE DEPOT, INC.	\$855.40		
	Invoice		Date	Description		Amount			
	209385970001		11/11/2021	Service Center - 16oz Cups		\$151.89			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	209391573001		11/11/2021		Service Center - 16oz Cups		\$151.89		
	209392587001		11/12/2021		Service Center - Binder Clips		\$6.86		
	211925940001		11/22/2021		Service Center - Calendar 2022		\$518.32		
	210095096001		11/18/2021		Retractable Gel Pen and Notepad		\$26.44		
33250	12/17/2021	Open			Accounts Payable	PAVEMENT ENGINEERING INC	\$34,250.00		
	Invoice		Date		Description	Amount			
	2111-084		12/08/2021		Construction Management & Inspection for 2020 Pavement Maint	\$26,592.50			
	2111-083		12/08/2021		Construction Management & Inspection for 2020 Pavement Maint.	\$7,657.50			
33251	12/17/2021	Open			Accounts Payable	PLACEWORKS, INC	\$36,327.58		
	Invoice		Date		Description	Amount			
	77078		11/30/2021		10625 S Foothill Blvd Environmental Review 2021/11	\$1,355.33			
	77079		11/30/2021		10655 Mary Ave Environmental Review 2021/11	\$323.85			
	77091		11/30/2021		22690 SCB Environmental Review 2021/11	\$1,398.68			
	77093		11/30/2021		19191 Vallco Parkway Environmental Review 2021/11	\$33,249.72			
33252	12/17/2021	Open			Accounts Payable	RANEY PLANNING & MANAGEMENT, INC.	\$3,940.35		
	Invoice		Date		Description	Amount			
	2198E-1		12/09/2021		20860 McClellan Rd IS/MND 2021/11	\$3,940.35			
33253	12/17/2021	Open			Accounts Payable	RED WING BUSINESS ADVANTAGE ACCOUNT	\$386.57		
	Invoice		Date		Description	Amount			
	20211210075899		12/10/2021		Safety Boots for Bob - Building	\$386.57			
33254	12/17/2021	Open			Accounts Payable	RRM DESIGN GROUP	\$8,691.00		
	Invoice		Date		Description	Amount			
	1832-00-1121		12/10/2021		Design Review Consultant 2021/11	\$8,691.00			
33255	12/17/2021	Open			Accounts Payable	SDI PRESENCE LLC	\$1,662.50		
	Invoice		Date		Description	Amount			
	8004		11/30/2021		Strategic Planning Services - Nov. 21	\$1,662.50			
33256	12/17/2021	Open			Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP	\$1,704.01		
	Invoice		Date		Description	Amount			
	275133		12/13/2021		Legal Services, November 2021	\$1,704.01			
33257	12/17/2021	Open			Accounts Payable	SONITROL/PACIFIC WEST SECURITY, INC.	\$10,620.00		
	Invoice		Date		Description	Amount			
	55182		01/01/2022		Facilities - City Hall Jan-Mar 2022	\$1,617.00			
	55183		01/01/2022		Facilities - Traffic Jan - March 2022	\$339.00			
	55311		01/01/2022		Facilities - Library Jan - March 2022	\$750.00			
	55312		01/01/2022		Facilities - Jan - March 2022	\$1,446.00			
	55313		01/01/2022		Facilities - Jan - March 2022	\$636.00			
	55314		01/01/2022		Facilities - QCC Jan - March 2022	\$963.00			
	55315		01/01/2022		Facilities - City Hall Elevator Jan - March 2022	\$102.00			
	55316		01/01/2022		Facilities - BBF Snack Shack Jan - March 2022	\$129.00			
	55318		01/01/2022		Facilities - Senior Center Jan - March 2022	\$162.00			
	55319		01/01/2022		Facilities - Rec Area Jan - March 2022	\$750.00			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	55320		01/01/2022		Facilities - Creekside Park Jan - March 2022		\$261.00		
	55321		01/01/2022		Facilities - Wilson Park Jan - March 2022		\$243.00		
	55322		01/01/2022		Facilities - City Hall Jan - March 2021		\$582.00		
	55323		01/01/2022		Facilities - Service Center Jan - March 2022		\$813.00		
	55977		01/01/2022		Facilities - BBF Jan - March 2022		\$261.00		
	55978		01/01/2022		Facilities - BBF Kiosk Jan - March 2022		\$240.00		
	56002		01/01/2022		Facilities - BBF Cafe Jan - March 2022		\$384.00		
	56253		01/01/2022		Facilities - Sports Center Jan - March 2022		\$702.00		
	56238		01/01/2022		Facilities - BBF Retreat Jan - March 2022		\$240.00		
33258	12/17/2021	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY AND SIGNS	\$1,779.95		
	Invoice		Date		Description	Amount			
	05035639		11/04/2021		Streets - Aquaphalt 4.0 Bucket	\$1,201.82			
	05036012		12/14/2021		Streets - Aquaphalt Shock Absorbing Tool	\$578.13			
33259	12/17/2021	Open			Accounts Payable	SUNNYVALE FORD	\$1,288.66		
	Invoice		Date		Description	Amount			
	196885		11/08/2021		Fleet - Kit H1 HV	\$644.33			
	196976		11/10/2021		Fleet - Kit H1 HV	\$644.33			
33260	12/17/2021	Open			Accounts Payable	TENJI INC	\$1,835.89		
	Invoice		Date		Description	Amount			
	3428		11/30/2021		Facilities - Library Oct 2021 Aquarium Maintenance	\$1,835.89			
33261	12/17/2021	Open			Accounts Payable	THE HARTFORD	\$11,409.39		
	Invoice		Date		Description	Amount			
	656341095774		12/14/2021		December 2021 Life and AD&D Benefit	\$11,203.20			
	756341141074		12/14/2021		December 2021	\$206.19			
33262	12/17/2021	Open			Accounts Payable	VALLEY OIL COMPANY	\$15,392.53		
	Invoice		Date		Description	Amount			
	95095		12/09/2021		Fleet - Fuel	\$15,392.53			
33263	12/17/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$210.76		
	Invoice		Date		Description	Amount			
	813734754		11/19/2021		December 2021 Vision Benefit	\$210.76			
33264	12/17/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$2,973.88		
	Invoice		Date		Description	Amount			
	813734747		11/19/2021		December 2021 Vision Benefit	\$2,973.88			
33265	12/17/2021	Open			Accounts Payable	Vision Service Plan (CA)	\$882.36		
	Invoice		Date		Description	Amount			
	813771736		11/24/2021		December 2021 Vision Benefit	\$882.36			
33266	12/17/2021	Open			Accounts Payable	WOWzy Creation Corp. dba First Place	\$66.50		
	Invoice		Date		Description	Amount			
	95135		11/15/2021		Name plates for Ayano Hattori, Ray Joseph & Birgit Werner	\$66.50			
Type EFT Totals:							\$1,011,872.62		
Main Account - Main Checking Account Totals									
	Checks	Status	Count		Transaction Amount	Reconciled Amount			
		Open	28		\$1,774,591.95	\$0.00			

Payment Register

From Payment Date: 12/11/2021 - To Payment Date: 12/17/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	28	\$1,774,591.95	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	46	\$1,011,872.62	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	46	\$1,011,872.62	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	74	\$2,786,464.57	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	74	\$2,786,464.57	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	28	\$1,774,591.95	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	28	\$1,774,591.95	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	46	\$1,011,872.62	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	46	\$1,011,872.62	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	74	\$2,786,464.57	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	74	\$2,786,464.57	\$0.00

Zach Korach

December 21, 2021

FY 17-18
Acct: 100-12-120-700-702



Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino, CA 95014

Invoice No.

41618

INVOICE

Customer

Name City of Cupertino
Address 10300 Torre Ave
City Cupertino State CA ZIP 95014
Attn: Angela Tsui

Date 4/16/18
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	I Love Cupertino Project Domains FaceBook Pages Project conceptualized Building content for social media Website design & layout	\$5,000.00	\$5,000.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$5,000.00
TOTAL	\$5,000.00

Office Use Only

Payment Due Upon Receipt



ILoveCupertino.org Development and Maintenance Services Proposal

Prepared On
April 18, 2018

Proposed Services

ILoveCupertino will deliver an exceptional visitor experience and serve as the gateway to Cupertino as a destination for business or pleasure. The following services are included in our proposed service package:

- Domain Acquisition and Maintenance
- In-person and Online Visitor Concierge
- Service Content Creation and Updates
- Program Promotions
- 24/7 Digital Platform Monitoring

Personal Service

The Cupertino Chamber of Commerce staff will provide ILoveCupertino-branded concierge service to all online and in-person inquiries and transactions.

Content Updates

As we create, gather and organize new content for the web pages and social media, the Cupertino Chamber of Commerce will publish to the sites, along with images and videos. We will also manage and update meta tags for SEO when publishing content.

Minor changes to the website's copy, images, or layout can be made on an ongoing basis at your request, so long as those changes do not require changing more than 25% of the website in a given month. If more in-depth changes are required, a statement of work will be created with separate pricing for services to be negotiated.

Program Promotions

Programs, promotions and merchandise will be conducted regularly with all eligible businesses, as determined by the city of Cupertino.

Pricing

The following table details pricing for the above described service package. This pricing is a one-year term.

Name	Price	Months	Subtotal
Content creation and scheduling Creation, collection, and scheduling of thematic and promotional narratives Proximity to innovation Destination for dreamers and innovators Wineries Open space Parks Families Award-winning public-school systems	\$5,000.00	1	\$5,000.00
Design and Development Concept implementation and integrated marketing design (keeping it fresh)	\$1,000.00	12	\$12,000.00
Website Maintenance Monthly Fee and content management tools	\$1,200.00	12	\$14,400.00
Promotions and Relationship Management Business community coordination and integration	\$500.00	12	\$6,000.00

Total \$37,400.00

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino, CA 95014-4439

phone: (408) 252-7054
fax: (408) 252-0638
admin@cupertino-chamber.org

Invoice			
City of Cupertino Angela Tsui 10300 Torre Ave Cupertino, CA 95014		Invoice Date: 06/03/2019 Invoice #: 11182 Due Date: 06/03/2019	
I LOVE CUPERTINO PROJECT			
ITEM	QUANTITY	RATE	AMOUNT
Database Subscription	1	\$197.66	\$197.66
Website Hosting	1	\$154.55	\$154.55
Website Maintenance	10	\$150.00	\$1,500.00

Total: \$1,852.21

OK to pay!

[Signature]

Please charge to Econ Dev 2018-2019 FY

100-12-705 - 700 - 702

(I love Cupertino - VirtualVisitors Website)

Invoice


Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 08/01/2019
Invoice #: 11349
Due: 08/01/2019

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	2	\$197.66	\$395.32
I Love Cupertino Project Website Hosting	2	\$154.55	\$309.10
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			<u>\$2,204.42</u>
Balance:			<u><u>\$2,204.42</u></u>

Okay to pay! 

Please change to Encoder # 100-12-705 700-702

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 08/01/2019
Invoice #: 11349
Due: 08/01/2019

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$2204.42**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 10/15/2019
Invoice #: 11579
Due: 10/15/2019

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			<u>\$1,852.21</u>
Balance:			<u><u>\$1,852.21</u></u>

OK to pay! [Signature]

Please change to Econ Dev # 100-12-705 700-702

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 10/15/2019
Invoice #: 11579
Due: 10/15/2019

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice


Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 11/04/2019
Invoice #: 11638
Due: 11/04/2019

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			<u>\$1,852.21</u>
Balance:			<u><u>\$1,852.21</u></u>

ok to pay! 

Please charge to Econ Dev # 100-12-705 700-702

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 11/04/2019
Invoice #: 11638
Due: 11/04/2019

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 12/06/2019
Invoice #: 11703
Due: 12/06/2019

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	15	\$150.00	\$2,250.00
Invoice:			\$2,602.21
Balance:			\$2,602.21

ok to pay! [Signature]

Please change to Form Dev # 100-12-705 700-702

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 12/06/2019
Invoice #: 11703
Due: 12/06/2019

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$2602.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 02/05/2020
Invoice #: 11879
Due: 02/05/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	12	\$150.00	\$1,800.00
Invoice:			\$2,152.21
Balance:			\$2,152.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 02/05/2020
Invoice #: 11879
Due: 02/05/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$2152.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 01/03/2020
Invoice #: 11755
Due: 01/03/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			\$1,852.21
Balance:			\$1,852.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 01/03/2020
Invoice #: 11755
Due: 01/03/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 03/02/2020
Invoice #: 11930
Due: 03/02/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	15	\$150.00	\$2,250.00
Invoice:			\$2,602.21
Balance:			\$2,602.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 03/02/2020
Invoice #: 11930
Due: 03/02/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$2602.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 04/01/2020
Invoice #: 11981
Due: 04/01/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			\$1,852.21
Balance:			\$1,852.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 04/01/2020
Invoice #: 11981
Due: 04/01/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 05/04/2020
Invoice #: 12094
Due: 05/04/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			\$1,852.21
Balance:			\$1,852.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 05/04/2020
Invoice #: 12094
Due: 05/04/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 06/05/2020
Invoice #: 12129
Due: 06/05/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project Database Subscription	1	\$197.66	\$197.66
I Love Cupertino Project Website Hosting	1	\$154.55	\$154.55
I Love Cupertino Project Website Maintenance	10	\$150.00	\$1,500.00
Invoice:			\$1,852.21
Balance:			\$1,852.21

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 06/05/2020
Invoice #: 12129
Due: 06/05/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$1852.21**

Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 12/13/2020
Invoice #: 12492
Due: 12/13/2020

Description	Quantity	Rate	Amount
I Love Cupertino Project			
Membee Complete Subscription - Website & Database	6	\$352.00	\$2,112.00
July 2020 thru Dec 2020			
		Invoice:	\$2,112.00
		Balance:	\$2,112.00

City of Cupertino
Angela Tsui
10300 Torre Ave
Cupertino CA 95014

Date: 12/13/2020
Invoice #: 12492
Due: 12/13/2020

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Amount Due: **\$2112.00**



Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino, CA 95014

Invoice No.

30119

INVOICE

Customer

Name City of Cupertino
Address 10300 Torre Ave
City Cupertino State CA ZIP 95014
Attn: Angela Tsui

Date 3/1/19
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	I Love Cupertino Logo concept & design	\$1,000.00	\$1,000.00
7	Website Hosting (Aug 2018 thru Feb 2019)	\$154.55	\$1,081.85
7	Database Subscription (Aug 2018 thru Feb 2019)	\$197.66	\$1,383.62
145	Website concept, design, layout and deployment	\$150.00	\$21,750.00

SubTotal \$25,215.47

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

TOTAL \$25,215.47

Office Use Only

Payment Due Upon Receipt



Invoice

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

Phone: (408) 252-7054
Fax: (408) 252-0638
Website: <https://www.cupertino-chamber.org>
Email: admin@cupertino-chamber.org

City of Cupertino
Kristina Alfaro
10300 Torre Ave
Cupertino CA 95014

Date: 06/04/2021
Invoice #: 12806
Due: 06/04/2021

Description	Quantity	Rate	Amount
I Love Cupertino Project			
Membee Complete Subscription - Website & Database	6	\$352.00	\$2,112.00
Jan 2021 thru Jun 2021			
		Invoice:	\$2,112.00
		Balance:	\$2,112.00

City of Cupertino
Kristina Alfaro
10300 Torre Ave
Cupertino CA 95014

Date: 06/04/2021
Invoice #: 12806
Due: 06/04/2021

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino CA 95014-4439

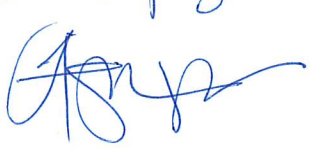
Amount Due: **\$2112.00**

Cupertino Chamber of Commerce
20455 Silverado Avenue
Cupertino, CA 95014-4439

phone: (408) 252-7054
fax: (408) 252-0638
admin@cupertino-chamber.org

Invoice			
City of Cupertino Angela Tsui 10300 Torre Ave Cupertino, CA 95014		Invoice Date: 05/04/2019 Invoice #: 11084 Due Date: 05/01/2019	
I LOVE CUPERTINO PROJECT			
ITEM	QUANTITY	RATE	AMOUNT
Database Subscription	2	\$197.66	\$395.32
Website Hosting	2	\$154.55	\$309.10
Website Maintenance	50	\$150.00	\$7,500.00

Total: \$8,204.42

OK to pay!


Please charge to Ecom Dev 2018-2019 FY

100-12-705 700-702

(I love Cupertino Virtual Visitors Website)

From: [Jean Bedord](#)
To: [City Clerk](#)
Subject: Agenda Item #14: Historical Society Agreement, Oct. 4, 2022
Date: Tuesday, October 4, 2022 4:14:49 PM
Attachments: [Bedord Council - 2022-10-04 Historical .pptx](#)

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

Please have this available for my public comment on this agenda item tonight. Also include in Written Communications for the meeting.

Thanks!

Jean Bedord

City Archives / History



- **Jean Bedord**
- **Cupertino City Council**
- **October 4, 2022**

Cupertino Archives

- Cupertino Library: California - Western Americana Collection (CWA)
 - Books
 - Magazines
 - Cataloged by library staff
- Historical Society
 - Photos
 - Ephemeral Materials, i.e. posters, plaques
 - Historically relevant artifacts
 - Lumpy objects
 - Staffed by VOLUNTEERS
 - Storage is major issue – loss of Quinlan Center storage room, expense of a storage unit
- City operations – digitized documents from operations
 - City staff

Funding for Archives

- Library - app. \$400,000 allocation in city budget
 - 12 additional service hours
- Historical Society - \$40,000 line item stabilizes operations
 - Established 1966
 - Over 100 years of Cupertino's history
 - More than 5,000 items including manuscripts, graphics, photographs, books, artifacts, and other historically relevant objects accessible at museum or on loan
 - Volunteers staff Quinlan Historical Museum and provide cataloging

MORE EQUITABLE - \$100,000 annual line item for Historical Society collections, insurance, maintenance and operations

From: [Rhoda Fry](#)
To: [City Clerk](#)
Subject: Cupertino City Council 10/4/2022 Cupertino Historical Society
Date: Tuesday, October 4, 2022 3:58:12 PM
Attachments: [Historic Snyder Hammond House Lehigh Cupertino Historical Society with A....pdf](#)
[snyder hammond also.pdf](#)
[G – Historical Society Grant Application FY 2021-22 \(1\).pdf](#)

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

Hi City Clerk,

Please put the following in for the item on the Cupertino Historical Society for 10/4/2022.

Thanks,

Rhoda Fry

From: Rhoda Fry [mailto:fryhouse@earthlink.net]
Sent: Tuesday, June 21, 2022 4:11 PM
To: 'City Clerk' <CityClerk@cupertino.org>; 'citycouncil@cupertino.org' <citycouncil@cupertino.org>; 'manager@cupertino.org' <manager@cupertino.org>
Subject: Cupertino City Council 6/21/2022 #20 Cupertino Historical Society

Dear City Council,

Pertaining to #20 Cupertino Historical Society, I am writing you about the Snyder Hammond home, the oldest home in Cupertino that has fallen into disrepair because the Cupertino Historical Society has failed to abide by our City's General Plan. You will find from the attached minutes of the March 12, 2012 City Council meeting that the Historical Society considered the home to be important – so important that it asked the City to move the home to McClellan Ranch. Actually, there are a number of reasons why it is important to be where it is. It needs to remain in place and it needs to be repaired.

Long story short:

1. The home is historically important and the Historical Society purchased it for \$1.
2. The Historical Society had Lehigh personnel on its board.
3. The house is very close to Lehigh. Lehigh had a choice – it could either install modern pollution controls or make sure that the house was empty. At the time the house was emptied of its caretaker's family, the youngest child was about 10 years old.
4. The Historical Society leased the home to Lehigh for about \$100K. The lease was signed by a member of the Historical Society who was simultaneously employed by Lehigh (conflict of interest? Using non-profit to benefit for-profit company?)
5. The home fell into disrepair and needs to be repaired.

Attachments:

1. History of the house and lease agreement with Lehigh
2. March 12, 2012 City Council minutes – Historical Society says that home is important (they've since changed their tune, why?)
3. Historical Society Grant Application 2021-22 asks for money for the house even though it is getting rent from Lehigh
4. There is another document that I cannot find now that said that the rent was used to fund other programs. It is wrong to have allowed our City's oldest home to fall into disrepair.

Through all these years of ownership, there hasn't even been a plaque installed on-site. You'll find

the fascinating history of the house and its occupants attached. And oh, by the way, Dr. Hammond was Santa Clara County's physician, the Sara Cody of his day. He'd be turning over in his grave if he learned that his home was vacated so that its neighbor could make his home uninhabitable and pollute the general area.

Sincerely,
Rhoda Fry

**Instead of Requiring Modern Pollution Controls
Santa Clara County Conditions of Approval for Lehigh Cement
Removes Residents from the Oldest Home in Cupertino**

In 2000, the Cupertino Historical Society acquired the oldest home in Cupertino, the historically-important 1881 Snyder Hammond House, with a caretaker (see page 4 for Snyder Hammond family history). A historical organization taking over this home was welcome news: *Cupertino Historical Society saved the last of the old Cupertino area Victorian era homes from demolition by purchasing it from the Catholic Diocese of San Jose for \$1.00* (see page 5 for article). The sale of the home was included in the land sale package of the Oak Valley housing development, adjacent to Rancho San Antonio. Following nearly two decades of ownership, the Cupertino Historical Society has neither installed a plaque at the home nor featured a permanent story about it on their website. On at least one occasion, the home's caretaker gave a talk at one of their events.

Around 2006, the Permanente Quarry, owned by HeidelbergCement Group, Germany, began dumping mining overburden near the historic Snyder Hammond House (see photo page 4) on top of the former headquarters of Permanente Metals (later Kaiser Aluminum) where, in the past, employees would take their families to picnic on weekends. Photos demonstrate that the company started by Henry J. Kaiser was very proud of its headquarters (attached). The buildings were badly damaged during a suspicious fire on April 26, 1993.¹ The mining overburden formed a permanent artificial mountain of mining waste now known as the EMSA, the East Materials Storage Area. This new mountain is visible when entering Rancho San Antonio Preserve and from Cupertino's main street, Stevens Creek Blvd. The EMSA has been the subject of lawsuits, including one between the Midpeninsula Regional Open Space District and Santa Clara County. Among the Open Space District's concerns, the County had allowed construction of the EMSA, which now generates water pollution,² without the benefit of planning.³ The Open Space District⁴ and Water Boards⁵ have since requested better selenium water pollution measures.

The December 2011 Lehigh Reclamation Plan described air quality problems from its Permanente Quarry.⁶ Since the oldest home in Cupertino became the most impacted residence by air pollution, Lehigh expressed interest in having the occupied historic home empty in order to continue running polluting equipment in lieu of installing modern pollution controls. Because the Cupertino Historical Society had Lehigh Hanson personnel as its members, this plan was feasible. Thus, the County Final Conditions of Approval (COA) provide either evidence of Lehigh installing modern pollution equipment (COA 43, 44) or vacating the Cupertino home (COA 45).⁷ These COAs have been continuously memorialized as recently as the 2018 Lehigh Permanente Quarry Reclamation Plan Amendment Conditions of Approval Compliance Annual Report Information Package (see Annual Report page 12, footnote 2). The full text of the relevant 2012 Final COAs are on the following page.⁸

¹ Cronk, Michael. "Cement Plant Fire Raises Plume of Smoke," San Jose Mercury News, April 28, 1993

² Water testing results at end of 2018 Lehigh Annual Report sccgov.org/sites/dpd/DocsForms/Documents/2250_AR6.pdf

³ August 13, 2014 Midpeninsula Regional Open Space District board meeting agenda provides a lawsuit summary openspace.org/CGI-BIN/agendas_minutes/2014.08.13.Lehigh_settlement_R_14-98.pdf

⁴ Letter from Open Space District requesting improved selenium pollution abatement at EMSA sccgov.org/sites/dpd/DocsForms/Documents/2250_PC_20160728_Item5_Supplemental_MROSD.pdf

⁵ San Francisco Bay Regional Water Quality Control Board. "Revised Water Code Section 13267 Technical Report Order Requiring Submittal of Information on Selenium Concentrations in the Permanente Plant Discharges and in Permanente/Stevens Creeks," April 26, 2017, waterboards.ca.gov/sanfranciscobay/water_issues/hot_topics/Lehigh/update/Revised_Water_Code_Section_13267_Technical_Report_2017_04_26.pdf

⁶ December 2011 Lehigh Permanente Quarry Reclamation Plan Amendment Environmental Impact Report State Clearinghouse No. 2010042063, section 4.3, Air quality, pdf p 38 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_DEIR_201112_Ch4_03_AirQuality.pdf

⁷ Final Conditions of Approval Approved by Planning Commission, June 7, 2012 and modified by the Board of Supervisors on June 26, 2012 FILE NUMBER 2250-13-66-10P-10EIR (M1): COA 43 – 45, pdf p12 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_20120607_COA_Final.pdf

⁸ Final Conditions of Approval Approved by Planning Commission, June 7, 2012 and modified by the Board of Supervisors on June 26, 2012 FILE NUMBER 2250-13-66-10P-10EIR (M1), COA 43 – 45, pdf p 9 sccgov.org/sites/dpd/DocsForms/Documents/Lehigh_20120607_COA_Final.pdf

43. Within 90 days of final RPA approval, the Mine Operator shall submit to the County and BAAQMD a comprehensive inventory of all RPA-related off-road construction equipment expected to be used during any portion of the RPA period. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughout for each piece of equipment. The inventory shall be updated and submitted annually to the Planning with the Annual Report, throughout the duration of the RPA. (Implements Mitigation Measure 4.3-3a).

44. Within 90 days of final RPA approval, the Mine Operator shall provide a plan for approval by the Planning Manager and BAAQMD demonstrating that off-road equipment to be used for Reclamation of the EMSA would achieve an average 35 percent reduction in Diesel Particulate Matter (DPM) emissions compared to the proposed fleet described in the ALG report (Ashworth Leininger Group, December 13, 2011) during RPA Phase I. The plan shall be updated and submitted annually to the Planning Manager, with the Annual Report each year throughout the duration of the RPA. Options for reducing emissions may include, but are not limited to:

- a. Using newer model engines (e.g. engines that meet US EPA interim/final Tier 4 engine standards).
- b. Use of Retrofit Emission Control Devices that consist of diesel oxidation catalysts, diesel particulate filters, or similar retrofit equipment control technology verified by CARB (www.arb.ca.gov/diesel/verdev/verdev.htm)
- c. Use of low emissions diesel products or alternative fuels;
- d. Use of alternative material handling options (e.g. conveyor system); or other options as may become commercially available and verifiable. (Implements Mitigation Measure 4.3-3b).

45. In lieu of Condition No. 43 and No. 44 (Mitigation Measures 4.3-3a and 4.3-3b), the Mine Operator may submit within 90 days of the RPA approval evidence establishing to the Planning Manager's satisfaction that there are legally binding restrictions precluding any occupancy of the caretaker's residence located at 2961 Stevens Creek Boulevard, Cupertino (APN 342-63-003) during the entirety of Phase I of the Project. (Implements Mitigation Measure 4.3-3c).

COA #45 was selected and the Cupertino Historical Society removed the caretaker and his family from the historically-significant 1881 Snyder Hammond house, the oldest residence in Cupertino. In late 2012, the County received a copy of the lease demonstrating the home's vacancy (attached, the author is presently unable to find the link to it on the Santa Clara County website) and the San Jose Mercury News described the transaction as bringing new life to one of Cupertino's oldest homesteads (see article page 6). Note that both the COA and the lease list the wrong street address, 2961 rather than 22961.

The City of Cupertino General Plan refers to the Snyder Hammond House on its Historic Resources Map and as the second of thirteen Historic Site photographs with the address of 22961 Stevens Creek Blvd. Additionally, the General Plan has three policies pertaining to historic sites, LU-6.1, LU-6.2, and LU-6.3. Policy LU-6.2 states: "Projects on Historic Sites shall meet the Secretary of Interior Standards for Treatment of Historic Properties."⁹ These standards are described on the National Parks Services U.S. Department of the Interior web page: nps.gov/tps/standards.htm.

Having a home unoccupied is never a good idea and the home's vacancy enabled the subsequent demise of Cupertino's Historic Site, removed an affordable home from Cupertino housing inventory, and exposed Cupertino citizens to more pollution. The lease agreement stipulates that the tenant is required to take care of the property but the tenant has allowed it to be vandalized. Finally, the Cupertino Historical Society has failed to maintain the home under Cupertino General Plan Policies and other ordinances. The City of Cupertino should intervene.

⁹ Cupertino General Plan, Historic Resources Map (item #2, page LU-26, pdf page 78), Hammond House photograph and address (page LU-27, pdf page 79), Land Use Policies LU 6.1 – 6.3 (page LU-24, pdf page 76) 64.165.34.13/WebLink/ElectronicFile.aspx?docid=566706&dbid=0&repo=CityofCupertino

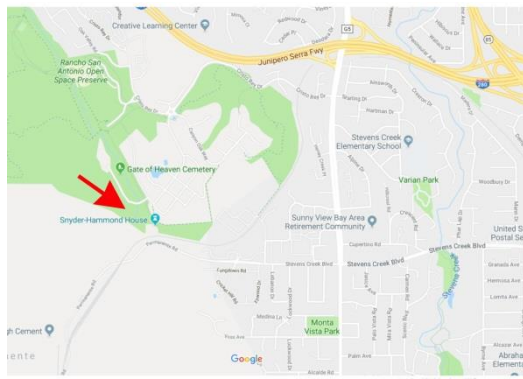
Location of the Snyder Hammond House and More Information



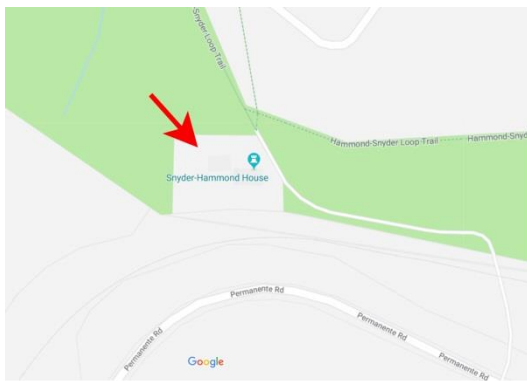
Historic 1881 Snyder Hammond House (Google Earth)

This page provides images of the setting of the Snyder Hammond House and is followed by:

- History of the Snyder Hammond House
- 2001 Article: Announcing the Purchase of the Oldest Home in Cupertino
- 2012 Article: Lehigh “saves” historic house
- Photos of historic setting (no page numbers)
- Lease agreement that satisfies Condition of Approval (no page numbers)



General location 280 x Foothill
(Google Maps)



close-up map view (Google Maps)

Assessor's Parcel: APN 342-63-003

Site Address: 22961 Stevens Creek Bl
Cupertino CA 95014

Jurisdiction: Incorporated (Cupertino)

Recorded Size: 1 acres

Source: sccplanning.org/gisprofile/

Notice the Hammond Snyder Loop Trail. John Snyder's home was nearby and his daughter's home is called the Snyder Hammond home. On older maps, the road adjacent to the house is called St. Joseph Avenue. Earlier assessor maps list the address as 10185 N. Stelling Road (the address of the Cupertino Historical Society).

History of the Snyder-Hammond House and Family



Home While Occupied



Mountain of Mining Waste Behind Home

In 1881, John Snyder (1828 – 1901), built this home on his ranch for his daughter Martha and her husband Dr. W. H. Hammond. John Snyder purchased the ranch in 1861 and it originally had over 1200 acres. It was located 4 miles from Mountain View Station (in the area that we now know has Rancho San Antonio). Snyder moved west in 1849 and accidentally discovered the Scott River and gold while searching for his lost ponies. In 1855 he married Martha Kifer (John Kifer's daughter, a name you might recognize from Kifer Road). John and Martha had five children:

- Sarah Ann (who married William Foss);
- Arthur J. a Mountain View orchardist;
- John H.;
- Martha B (who married Dr. Hammond and lived in the house shown above. They had one daughter Muriel who married Raymond Haynes); and
- Letitia (who married E. F. Kendall, a Los Altos orchardist, well known for being on the railroad line).

John Snyder's 1862 grain crop was the first to be raised in the county and he did it without irrigation; he inspired others to do the same. He also grew prunes and owned other properties.

John's daughter Martha, also known as Mattie, was born at "Hillside," Permanente Creek, Mountain View. Martha's husband, Dr. W. H. Hammond graduated from medical school in 1879 and practiced medicine for a year in Hawaii. Hammond had taught school until he had sufficient funds to attend medical school at the University of the Pacific in San Francisco (later, the school later changed names to Cooper Medical College and eventually became part of Stanford University). For two terms, he was County Physician for the county of Santa Clara. He also had other business interests such as owning orchards and other real estate.

Biographical References:

John Snyder:

santaclararesearch.net/SCBIOS/jsnyderpen.html

santaclararesearch.net/SCBIOS/jsnyder.html

Martha Kifer: John Snyder's wife (no bio links)

Martha Hammond, John and Martha's daughter, who lived in the house shown

santaclararesearch.net/SCBIOS/mbhammond.html

Dr. W. H. Hammond, Martha's husband

santaclararesearch.net/SCBIOS/whhammond.html

Mrs. Letitia Pearl Snyder Kendall, John Snyder's daughter

santaclararesearch.net/SCBIOS/lpkendall.html

William Foss, Sarah's husband, Principal of the public school at Mountain View in 1875.

santaclararesearch.net/SCBIOS/fremontalleybios.html

Arthur J. Snyder, a Mountain View orchardist and John H. Snyder, were John's sons.

E. F. Kendall, Letitia's husband, a Los Altos orchardist.

santaclararesearch.net/SCBIOS/efkendall.html

Mrs. Sarah Foss, John Snyder's Daughter

santaclararesearch.net/SCBIOS/safoss.html

RESCUING CUPERTINO'S OLDEST VICTORIAN-ERA HOME

Within the last year, our neighboring Cupertino Historical Society saved the last of the old Cupertino area Victorian-era homes from demolition by purchasing it from the Catholic Diocese of San Jose for \$1.00. The Diocese had sold most of the land around the home, the former St. Joseph's Seminary, to a housing developer, and the house would have been turned over to the developer as well and demolished without the agreement reached with the Historical Society.

According to Ethel Worn, Executive Director of the Cupertino Historical Museum, the Snyder-Hammond House, dating from 1881, was a wedding present from John Snyder to his daughter, who married a Dr. Hammond in the late 19th century. Mrs. Worn reports that John Snyder came to this area in 1840 and moved to the local foothills to farm. Members of the Hammond family lived in the home until 1920, after which it was owned by another family who rented it until recent years as a ranch house amid their large farming operation in the Cupertino foothills. The house, which

was once part of Snyder's vast ranch of over 1200 acres, perches near the top of a hill and has an unobstructed view of the whole Santa Clara Valley.

The Cupertino Historical Society was able to buy one acre of property along with the home. Visible from the upper roads of the Gate of Heaven Cemetery near Rancho San Antonio County Park and Open Space Preserve (off Foothill Blvd. and Cristo Rey Dr.), the house is structurally sound and in good condition. The Historical Society has earmarked funds and is seeking another grant to be able to perform a seismic retrofit on the dwelling.

Future dreams of the Historical Society for the Snyder-Hammond House include its use as an interpretive center or an extension of the Society's Cupertino Historical Museum. Although one can-

not visit at present, we will announce through this newsletter any word we receive that the home will be open to the public. There is the distinct possibility that the area around the house will be incorporated into county park land or an open space preserve in the future, with a trail running close to the house.



Meanwhile, the public can visit the Cupertino Historical Museum from Wednesdays through Saturdays, 10 a.m. to 1 p.m., at the Quinlan Community Center, 10185 N. Stelling Road, Cupertino, (408) 973-1495. The current exhibit, To Have and to Hold, features artifacts in the museum's permanent collection. It includes: memorabilia from the original Picchetti Ranch, a kitchen area where kids can try to identify the uses for historic kitchen tools, items from the old Cupertino Store and San Antonio School (one of the oldest grammar schools still standing in the Valley) and vintage clothing worn by residents of this region.

Marilyn Bauriedel

Partnership restores, saves Cupertino's Snyder-Hammond house
Matthew Wilson | Bay Area News Group November 29, 2012 at 1:05 pm

New life has been given to one of Cupertino's oldest homesteads. The Cupertino Historical Society and Lehigh Southwest Cement have a long-term agreement to use the old Snyder-Hammond house as a storage location for artifacts from the days when Henry Kaiser presided over cement manufacturing in the Cupertino foothills.

The historical society wrote in its latest edition of The Cornerstone newsletter that the house is Cupertino's oldest remaining farmhouse. The agreement between Lehigh Cement and the historical society began in mid-September.

The house was purchased by the historical society from the Catholic Diocese of San Jose in 2002 for just \$1 to save it from being razed during the Oak Valley development in the northwest Cupertino foothills, according to the newsletter. Since that time, the home was under contract with a caretaker and his family.

The home was becoming increasingly uninhabitable, and the historical society does not have the money to upgrade the property and make repairs for public use, according to the newsletter. The society instead chose to partner with Lehigh on the condition that the house only be used for storage of Kaiser historical artifacts.

"Lehigh and Hanson before us have always supported the historical society. We've always had a close relationship," said Sandra James, Lehigh's community affairs director and a longtime community volunteer and former mayor. "We needed a place to store our historical artifacts, and they have this wonderful building. The possibility is here for a good partnership."

As compensation, Lehigh donated funds that equate to approximately \$1,100 a month for the next nine years. The historical society will still be able to store some of its own items in the house and use it for special events. There have also been tentative plans over the years to relocate the home if enough donations are gathered.

In 2009 and parts of 2010, the historical society's mini-museum at the Quinlan Community Center included a display featuring artifacts and historical accounts of Kaiser's era at what is now Lehigh Cement. Many of the artifacts from that display will be housed in the Snyder-Hammond house.

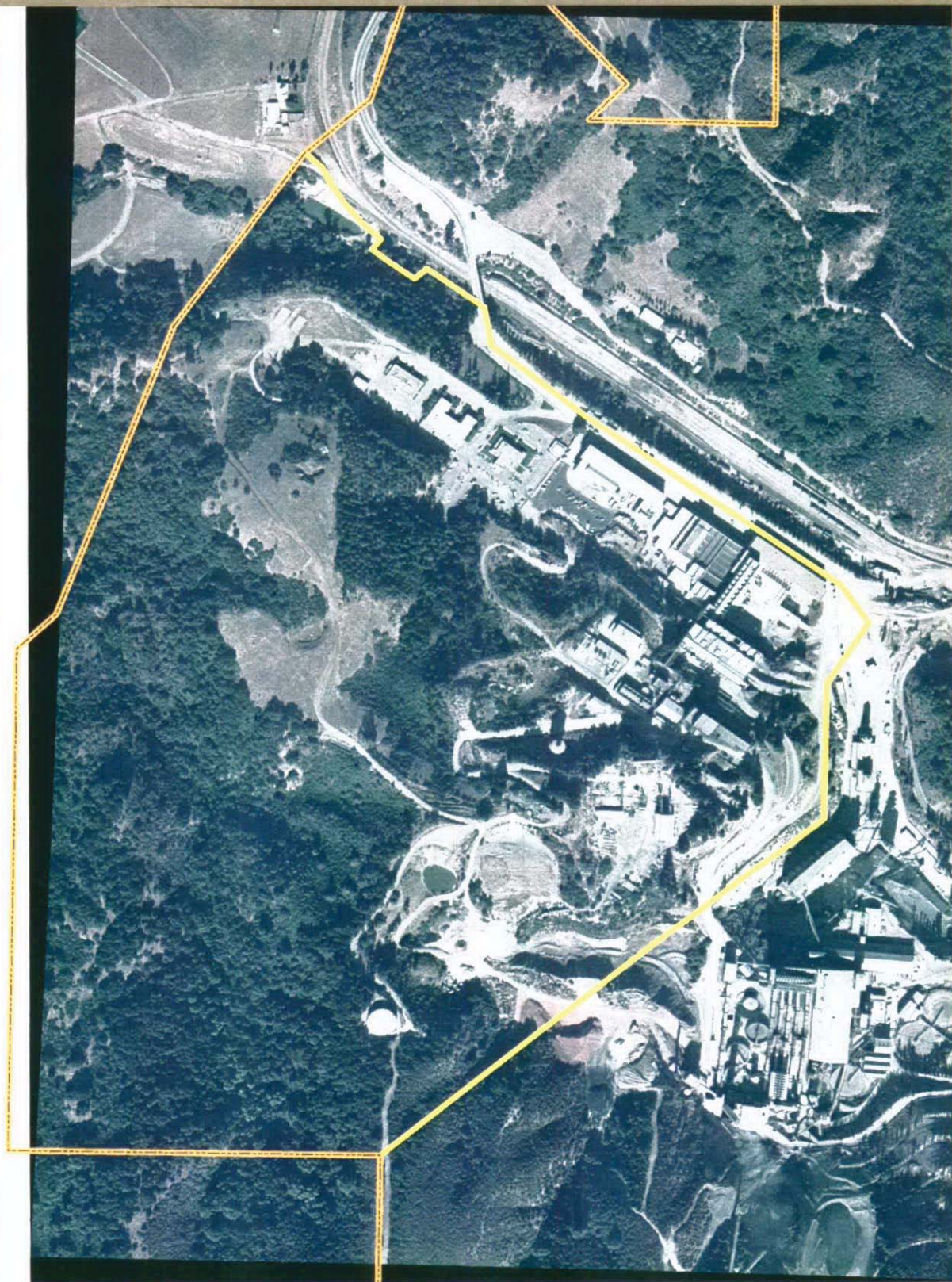
Lehigh Cement has plenty of regional history in its own right. Nearby Permanente Road has been there since the late 1890s and mining at the site dates back to that era.

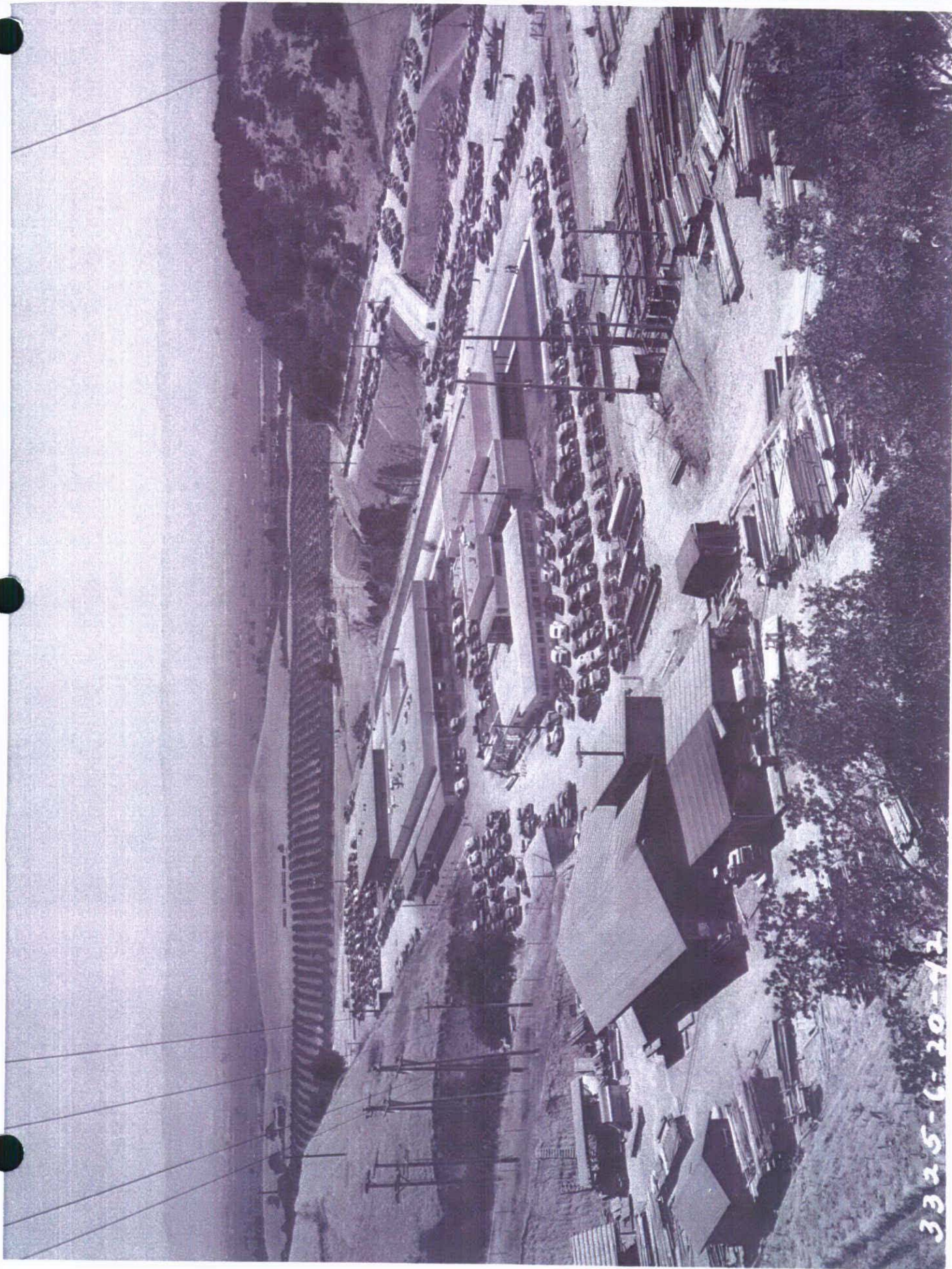
Cement production began just before World War II. The facility was owned by Hanson Permanente and Kaiser Cement Corporation before becoming part of the Heidelberg Cement Group in 2007.

1942



1974





CAFETERIA AND ADMINISTRATION BLDGS.,
PERMANENTE METALS LABORATORY, ALSO PARKING AREA

3325-6-20-42



Permanente, CA
10/31/1991
Film Source: USGS

AERO-DATA CORP.
Environmental
Remote Sensing Consulting Services
Aerial Photography
Interpretation and Mapping
225.767.5725



300 0 300 Feet

Condition of Approval 45

Provide Evidence of Non-occupancy of Historical Society Caretaker Residence in lieu of conditions 43 and 44

LEASE

By and Between

THE CUPERTINO HISTORICAL SOCIETY, INC.
a California Nonprofit Organization

("Landlord")

and

LEHIGH SOUTHWEST CEMENT COMPANY
A California Corporation

("Tenant")

Dated _____, 2012

LEASE

This Lease ("Lease") is dated for reference purposes on and as of September 18, 2012, by and between THE CUPERTINO HISTORICAL SOCIETY, a California nonprofit organization (referred to herein as "CHS" or "Landlord"), and LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation (referred to herein as "LEHIGH" or as "Tenant"), with reference to the following facts:

RECITALS

A. CHS owns real property located at 2961 Stevens Creek Boulevard in the City of Cupertino, County of Santa Clara ("County"), State of California, bearing Assessor's Parcel No. 342-63-003, and more particularly described and depicted in Exhibit A attached hereto and made a part hereof (the "Premises").

B. Lehigh operates the Permanente Quarry, a limestone and aggregate quarrying operation which is located immediately to the west of the Premises. The Permanente Quarry's street address is 24001 Stevens Creek Boulevard, City of Cupertino.

C. In June 2012, the Santa Clara County Board of Supervisors approved a Reclamation Plan Amendment for the Permanente Quarry. As part of its conditions of approval, the Board has allowed Lehigh to mitigate certain impacts by ensuring that the Premises are not occupied for residential purposes during the time that mining operations may occur in proximity to the Premises.

D. LEHIGH desires to lease the Premises from CHS to, among other things, ensure that the Premises are not occupied for residential purposes while mining operations may proximately occur. CHS desires to lease the Premises to LEHIGH on the Terms and conditions set forth herein.

E. CHS has determined that due to the poor condition of the improvements existing on the Premises, the high cost of renovation of such improvements and the uncertainty concerning access to and from the property, it is not feasible to renovate or use the property for any purposes other than the storage of historical equipment and materials. CHS may from time to time hold fund raising events on the property with the permission of LEHIGH.

E. CHS may, at some time during the term of the lease, elect to move the improvements from the Premises to another site more accessible to the public.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Landlord and Tenant hereby agree as follows:

ARTICLE 1 LEASE

1.1. Lease of the Premises. Effective as of the date this Lease is executed by all parties ("Commencement Date"), CHS shall be deemed to hereby lease the Premises to LEHIGH, as Tenant, and LEHIGH shall be deemed to lease the Premises from CHS, as Landlord, for the purposes and on the terms and conditions set forth in Articles 1 and 2 hereof.

1.2. Term of Lease.

1.2.1. Term. The Lease Term shall be for a period of nine (9) years from the Commencement Date. LEHIGH may, at its sole option and upon written notice to CHS, thereafter extend the term of the lease for an additional one (1) year following the stated lease term. LEHIGH may extend the lease term up to three (3) periods of one (1) year each. Should LEHIGH elect to exercise any or all option periods, it will pay an additional amount of \$10,000 per year paid in a lump sum at the beginning of each period of extension.

1.2.2. Termination. LEHIGH may terminate this Lease for any reason upon not less than sixty (60) days prior written notice to CHS. Landlord and Tenant each shall remain fully liable and responsible for their respective obligations under this Lease until the date that termination becomes effective, with the exception that a party may be

excused from all or part of its obligations in the event of a default as set forth in Section 2.2 below.

1.3. Use.

1.3.1. Use of Premises. LEHIGH shall ensure that the Premises are not occupied for residential purposes at any time during the term of this lease. Except as expressly limited by this paragraph, the Premises may be used for storage of equipment and materials. It is understood and agreed that CHS may move the residential structure and other structures on the Premises to another location more accessible to the public. LEHIGH agrees to allow CHS onto the Premises for such purpose. Removal of the improvement will not entitle LEHIGH any offset or reduction in the rent payment.

1.3.2. Security. LEHIGH shall provide appropriate security for the Premises to ensure that the Premises are safe, secure and remain unoccupied for residential purposes throughout the term of this lease.

1.3.3. Storage by CHS. The parties agree that CHS shall be allowed reasonable use of the Premises for storing articles, exhibits or other historical materials. CHS shall provide LEHIGH with reasonable notice prior to entering upon the Premises for such purposes.

1.3.4. Signs. Tenant shall have the right to post such signs in and upon the Premises as are necessary and usual in the conduct of Tenant's business and/or to meet regulatory requirements or the requirements of Laws and Requirements. The location, size, shape and copy of all signs exposed shall be in accordance with Laws and Requirements.

1.4. Payment. As consideration to Landlord for Landlord's Lease of the Premises to Tenant for the Term hereof, Tenant covenants and agrees to pay to Landlord, in one lump sum payment upon execution of this Lease by the parties, in the amount of one hundred and twenty thousand dollars (\$120,000.00). In the event that LEHIGH terminates the lease before the end of the stated lease term, LEHIGH shall not be entitled to a refund or reimbursement of any portion of rents already paid.

1.5. Real Estate Taxes and Assessments.

1.5.1 Personal Property Taxes. Tenant shall pay all personal property taxes and assessments against the personal property, fixtures and equipment owned by Tenant and levied during the Term of the Lease.

1.5.2. Real Estate Taxes.

(a) Landlord's Obligation. Subject to Tenant's obligations under Section 1.5. hereof, Landlord shall pay all real estate taxes, impositions and assessments (general and special, ordinary and extraordinary, foreseen or unforeseen) levied against the Premises and due and payable during the Term of this Lease ("Real Estate Taxes"). Landlord shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment.

(b) Tenant's Obligation. Tenant shall pay the amount, if any, by which Real Estate Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date occurs to the extent the increase in said taxes is due solely to Tenant's use, occupancy and operations on the Premises ("Tax Increase"). Payment of such Tax Increase shall be made by Tenant to Landlord after Tenant's receipt of an itemized invoice therefor from Landlord, and at least ten (10) days prior to the delinquency date for such tax payment; provided however that in no event shall Tenant be obligated to make the payment to Landlord sooner than fifteen (15) days after receiving invoice from Landlord.

(c) Proration. All payments of Tax Increase Taxes shall be prorated for the year in which the Commencement Date occurs and the year in which the Lease Terminates.

(d) Assessment With Other Parcels. If the Premises are assessed with other property of Landlord for purposes of Real Estate Taxes, then Real Estate Taxes shall be reasonably and equitably allocated among the Premises and the other parcels giving consideration to all relevant factors.

(e) Right To Contest. Tenant may contest the legal validity or amount of any Real Estate Taxes and/or Tax Increases for which Tenant is responsible under the Lease, and may institute such proceedings that Tenant considers necessary. If Tenant contests any such tax, assessment, or charge, then Tenant may withhold or defer payment or pay under protest and Landlord shall cooperate and assist Tenant in this effort. Tenant shall protect Landlord and the Premises from any lien by adequate surety bond or other appropriate security. Landlord appoints Tenant as Landlord's attorney-in-fact for the purpose of contesting any taxes, assessments, or charges, conditioned on Tenant's preventing any liens from being levied on the Premises (other than the statutory lien of Revenue and Taxation Code Section 2187).

(f) Exclusions. Without limitation of the foregoing, Tenant's obligation to pay taxes or assessments levied or charged against the Premises or improvements or against specified personal property shall not include the following, whatever they may be called: personal or business income, or profits taxes levied or assessed against Landlord by federal, state, or other governmental agency; estate, succession, inheritance, or transfer taxes of Landlord; or corporation, franchise, or profits taxes imposed on the corporate owner of the fee title of the Premises.

1.6. Utilities. Tenant, at its sole cost and expense, shall pay all charges, fees, taxes and expenses associated with all utilities used, utilized and/or supplied to the Premises during the Term hereof, and Tenant shall protect and hold harmless Landlord and the Premises therefrom. Tenant shall pay all connection or acreage charges pertaining to the Premises levied by public utilities or municipalities with respect to their services during the Term.

1.7. No Holding Over. This Lease shall terminate and become null and void without further notice upon either the natural expiration of the lease term, or the operation of a termination notice provided by Lehigh. Holding over shall not be permitted.

1.8. Assignments and Subletting By Tenant. From the date of this Lease and continuing throughout the TERM hereof, Tenant shall not either voluntarily or by operation of law assign or sublease this Lease or the Premises or any part thereof or interest therein to any party without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE 2 GENERAL TERMS AND PROVISIONS APPLICABLE TO LEASE

Each of the provisions of this Article 2 shall apply to the entire term of this Lease and shall be read in conjunction with Article 1 hereof, respectively.

2.0. Indemnities.

2.0.1. By LEHIGH. LEHIGH shall indemnify and defend CHS against and hold CHS harmless from any and all losses, costs, liabilities, suits, actions, damages, injuries and/or expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses and court costs) arising from (1) any damage to any person or property occurring in, on or about the Premises at any time arising from the use of the Premises by LEHIGH, except to the extent such damage resulted from the active negligence or willful misconduct of CHS or of CHS's authorized representatives, and (2) any breach or default by LEHIGH under this Lease.

2.0.2. By CHS. CHS shall indemnify and defend LEHIGH against and hold LEHIGH harmless from any and all losses, costs, liabilities, suits, actions, damages, injuries and/or expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses and court costs) arising from (1) any damage to any person or property occurring in, on or about the Premises at any time arising from the use of the Premises by CHS, except to the extent such damage resulted from the active negligence or willful misconduct of LEHIGH or of LEHIGH's authorized representatives, and (2) any breach or default by CHS under this Lease.

2.1. Insurance.

2.1.1. Commercial General Liability.

(a) LEHIGH, at LEHIGH's sole cost and expense, shall provide and maintain during the entire Lease Term a policy of commercial general liability insurance protecting LEHIGH as the named insured and CHS as an additional insured against claims for death, bodily injury, property damage and personal injury liability based upon or arising out of the ownership, use, occupancy or maintenance of the Premises or otherwise with respect to activities on or about the Premises and providing contractual liability coverage for the indemnity obligations contained in this Lease, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, which coverage shall be in a commercial general liability form. All such insurance shall be primary and noncontributory; shall provide for severability of interests; shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; and shall provide that any aggregate limit applies per location.

(b) If and for so long as CHS makes any use of or undertakes any activities on the Property or occupies any portion of the Property, then CHS, at CHS's sole cost and expense, shall provide and maintain during entire the Lease Option TERM and the Lease TERM a policy of commercial general liability insurance protecting CHS as the named insured and LEHIGH as an additional insured against claims for death, bodily injury, property damage and personal injury liability based upon or arising out of the ownership, use, occupancy, or maintenance of the Premises by CHS or its agents or otherwise with respect to activities on or about the Premises by CHS or its agents and providing contractual liability coverage for the indemnity obligations contained in this Lease, with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence, which coverage shall be in a commercial general liability form. All such insurance shall be primary and noncontributory; shall provide for severability of interests; shall afford coverage for all claims based on acts, omissions, injury and damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period; and shall provide that any aggregate limit applies per location.

2.1.2. Broad-Form All Risk.

(a) Personal Property. LEHIGH, at its sole cost and expense, shall provide and maintain on all of LEHIGH's personal property, fixtures and tenant improvements from time to time located at the Premises reasonable and appropriate casualty insurance, identifying LEHIGH as the named insured and CHS as an additional insured.

(b) Real Property and Improvements. During the Lease TERM, LEHIGH, at its sole cost and expense, shall provide and maintain on the Premises which are from time to time located thereon a policy of broad-form all risk casualty insurance, with vandalism and malicious mischief endorsements, to the extent of not less than one hundred percent (100%) of the actual full replacement cost (without depreciation) of said improvements on the Premises (including costs of replacing excavations and foundations) and said insurance shall identify CHS as an additional insured.

2.1.3. Worker's Compensation. LEHIGH, at LEHIGH's sole cost and expense shall obtain, maintain and keep in force at all times during the Lease TERM, Workers' Compensation Insurance as required by law with respect to LEHIGH's employees.

2.1.4. Form. All insurance required under this Lease shall:

(a) Be issued by insurance companies authorized to do business in the State of California, with a classification of at least A- and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide."

(b) Be issued as primary policy.

(c) Contain an endorsement requiring thirty (30) days' written notice from the insurance company to all insureds and Owner or LEHIGH, as the case may be, before cancellation or change in the coverage, scope, or amount of the policy.

2.1.5. Release and Waiver of Subrogation. Notwithstanding anything herein to the contrary, the parties hereby release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and/or to the trade fixtures, furnishings, equipment, signs and personal property of either CHS or LEHIGH in or on the Premises, that are caused by or result from risks insured against under insurance policies

described in Section 2.1; provided, however, that such release shall apply only to the extent that such insurance proceeds are available and only to the extent that each insured is able to acquire a waiver of subrogation endorsement from its insurer at a reasonable cost. Each party shall use its best efforts in accordance with the foregoing to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

2.1.6. Certificates of Insurance.

(a) Upon CHS's request, LEHIGH shall furnish a certificate from each insurance carrier evidencing that the above insurance required of LEHIGH is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that before cancellation or change in the coverage, scope, or amount of the policy without (30) days' written notice to all insureds and CHS.

(b) Upon LEHIGH's request, CHS shall furnish a certificate from each insurance carrier evidencing that the above insurance required of CHS is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that before cancellation or change in the coverage, scope, or amount of the policy without (30) days written notice to all insureds and LEHIGH.

2.2. Default.

2.2.1. Events of Default. The occurrence of any of the following shall constitute a default ("Event of Default") by LEHIGH under this Lease:

(a) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to LEHIGH. If the failure cannot reasonably be cured within thirty (30) days, then LEHIGH shall not be in default of this Lease if LEHIGH commences to cure the failure within the thirty (30) day period and diligently and in good faith continues to cure the failure thereafter.

(b) The making by LEHIGH of any general assignment for the benefit of creditors; the filing by or against LEHIGH of a petition to have LEHIGH adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LEHIGH, the same is dismissed within one hundred twenty (120) days), the appointment of a trustee or receiver to take possession of substantially all of LEHIGH's assets located at the Premises or of LEHIGH's interest in this Lease, where possession is not restored to LEHIGH within sixty (60) days.

(c) The attachment, execution or other judicial seizure of substantially all of LEHIGH's assets located at the Premises or of LEHIGH's interest in this Lease where such seizure is not discharged within sixty (60) days.

No notice of default given under this Article shall be deemed a forfeiture or Termination of the Lease unless CHS so elects in the notice.

2.2.2. Remedies. CHS shall have the following remedies if LEHIGH commits an Event of Default (which remedies are not exclusive but, rather, are in addition to any remedies now or later allowed by law):

(a) Terminate this Lease and, if CHS so elects, remove all persons and LEHIGH's property therefrom, and recover from LEHIGH, together with interest, any amount necessary to compensate CHS for the detriment proximately caused by LEHIGH's failure to perform its obligations under this Lease which in the ordinary course would be likely to result therefrom.

(b) Cure any default of LEHIGH under this Lease at LEHIGH's cost and expense. If CHS at any time pays any sum or performs any act which requires the payment of any sum in connection with CHS's cure of a default by LEHIGH hereunder, then the sum so paid by CHS shall be immediately due and payable by LEHIGH to CHS and if not so paid within fifteen (15) business days after CHS has notified LEHIGH in writing of LEHIGH's obligation to reimburse CHS for such sum, such sum shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by CHS until the date CHS is reimbursed by LEHIGH.

2.2.3. Entry by CHS. CHS reserves, and at any and all reasonable times following two (2) business day's prior written notice to LEHIGH shall have, the right to enter upon the Premises to inspect the same, to submit and show the Premises to prospective purchasers or tenants, to post notices of non responsibility, and to repair the Premises if CHS reasonably deems it necessary, each without abatement of rent, providing that the business or operations of LEHIGH shall not be interfered with unreasonably. CHS may from time to time hold events at the Premises with approval from LEHIGH, and subject to LEHIGH's reasonable requirements with respect to liability insurance, limitations on site access and otherwise depending on the nature of the event.

2.2.4. CHS's Defaults. CHS shall be in default of this Lease if CHS fails or refuses to perform any provision of this Lease that CHS is obligated to perform if the failure to perform is not cured within thirty (30) days after written notice of default has been given by LEHIGH to CHS. If the default cannot reasonably be cured within thirty (30) days, then CHS shall not be in default of this Lease if CHS commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default thereafter until such default has been cured within a reasonable period of time.

2.3. Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the noncompliance or failure to perform by the other party hereto under the provisions of this Lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof. The acceptance of rent or payment hereunder shall not be construed as a waiver of any default of any covenant of this Lease except as to the payment of rent so accepted.

2.4. Force Majeure. The time within which either party hereto shall be required to perform any act under this Lease, except for the payment of rental and other monetary obligations of the parties hereunder, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes; lockouts; Acts of God; inclement weather; governmental restrictions; enemy action; civil disturbance; fire or other unavoidable casualties; or any other cause beyond the reasonable control of either party hereto.

2.5. Recording. This Lease shall not be recorded with any real estate or public records. At the request of LEHIGH or CHS, a memorandum of this Lease in form and substance reasonably acceptable to both parties shall be executed by LEHIGH and CHS and may be recorded with the Official Records of the County of Santa Clara. The short form memorandum of this Lease shall reference the Lease of the Premises and other rights reasonably designated by LEHIGH. Promptly following any full and final Termination of this Lease, LEHIGH shall execute and deliver to CHS for recording in the Official Records of the County of Santa Clara, California, a quitclaim deed with respect to LEHIGH's interest in the Property pursuant to this Lease.

2.6. Estoppel Statements. CHS and LEHIGH, shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that the same is in full force and effect as modified and stating the modification or modifications), (b) that to the best knowledge of the responding party, neither party is in default, except as specified in such statement, in regard to any of its covenants or obligations under this Lease, (c) the dates to which all sums payable under this Lease have been paid and the nature and extent of advance payments that have been made, if any, (d) whether, to the best knowledge of the responding party, there are any then existing offsets or defenses against enforcement of any Terms, covenants or conditions to be performed under this Lease by either party, and (e) such other statements relating to this Lease and the Premises as the requesting party may reasonably require.

2.7. Representations and Warranties.

2.7.1. By CHS. CHS represents and warrants to and for the benefit of LEHIGH as follows:

(a) Title and Authority Generally. CHS owns title to the Premises, CHS has the full power and authority to make this Lease, and the making of this Lease does not constitute a default under any agreement to which CHS is a party or under any instrument affecting title to the Premises. This Lease is a legal, valid and binding

obligation of CHS, enforceable against CHS in accordance with its Terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws from time to time in effect which affect the rights of creditors generally or by limitations upon the availability of equitable remedies.

(b) Pending Matters. CHS has no knowledge of any pending or threatened eminent domain or condemnation proceedings which do or will affect the Premises. There is no litigation or proceeding pending or, to CHS's knowledge, threatened against or relating to the Premises or any part thereof, nor does CHS know or have reason to know any basis for any such action.

(c) No Competing Rights. There are no leases, options to lease, options or rights to purchase, or Leases or licenses to use the Premises or any part thereof other than this Lease.

(d) Taxes. CHS has timely paid all Real Estate Taxes required to be paid in connection with the Premises, and CHS has no knowledge of any delinquencies, special assessments, bonds or impositions threatened or pending against the Premises.

(e) Compliance With Laws. To the best of CHS's knowledge, the Premises and the use and occupancy thereof are in material compliance with all Laws and Requirements and CHS has received no notice, citation or other claim alleging any violation of any Laws and Requirements. CHS has received and is aware of no notice of any kind from any insurance broker, agent or underwriter that any noninsurable condition exists on, about or in connection with the Premises or any part thereof.

(f) No Conflict. To the best of CHS's knowledge, neither the execution, delivery or performance of this Lease by CHS, nor compliance with the Terms and provisions hereof by CHS, shall (a) conflict with or result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against CHS; (b) violate any provision of California law; (c) conflict with, result in a breach, violation or default under, cause the Termination of, or cause an acceleration in the obligations under any lien, lease, indenture, mortgage, deed of trust, security agreement, or other agreement, instrument or restriction to which CHS is a party or by which the Premises are bound; (d) result in the creation of any lien, charge or encumbrance upon any of the Premises; or (e) require the consent, authorization or approval of any third party.

2.7.2. By LEHIGH. LEHIGH represents and warrants to and for the benefit of CHS as follows:

(a) Power and Authority. LEHIGH is a corporation, duly formed and organized and validly existing and in good standing under the laws of the State of California. LEHIGH has full power and authority to enter into this Lease and to perform this Lease. The execution, delivery and performance of this Lease by LEHIGH have been duly and validly authorized by all necessary company action on the part of LEHIGH and all required consents or approvals by the board of directors, officers and/or members of LEHIGH have been duly obtained. This Lease is a legal, valid and binding obligation of LEHIGH, enforceable against LEHIGH in accordance with its Terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws from time to time in effect which affect the rights of creditors generally or by limitations upon the availability of equitable remedies.

(b) No Conflict. To the best of LEHIGH's knowledge, neither the execution, delivery or performance of this Lease by LEHIGH, nor compliance with the Terms and provisions hereof by LEHIGH, shall (a) conflict with or result in a breach or violation of any order, writ, injunction or decree of any court or governmental authority against LEHIGH; (b) violate any provision of California law; (c) conflict with, result in a breach, violation or default under, cause the Termination of, or cause an acceleration in the obligations under any lien, lease, indenture, mortgage, deed of trust, security agreement, or other agreement, instrument or restriction to which LEHIGH is a party or by which the Premises are bound; (d) result in the creation of any lien, charge or encumbrance upon any of the Premises; or (e) require the consent, authorization or approval of any third party.

2.7.3. Brokers. LEHIGH and CHS each warrant and represent to the other that it has not retained, nor is it obligated to, any person for brokerage, finders or similar services in connection with this Lease. Each party, as the indemnitor, shall indemnify and defend the other party, as the indemnitee, against and hold the indemnitee harmless from any and all claims, demands, liabilities, losses, damages, costs and expenses (including without limitation,

reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or relating to any claim for a commission, fee or other compensation made by any brokers or parties with which the indemnitor has dealt in connection with this Lease or the transactions contemplated hereby.

2.8. Cooperation.

2.8.1. Generally. The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Lease.

2.8.2. By Owner. CHS and LEHIGH each desires that LEHIGH undertake the Processing Activities described in this Lease, all in accordance with the Laws and Requirements; and that in connection therewith CHS, as the owner of the Premises may need to join in, approve and/or cooperate with LEHIGH's efforts to obtain various Permits and Entitlements in connection therewith. Subject to other applicable provisions of this Lease, and provided that said efforts do not subject CHS to any out-of-pocket costs or expenses, CHS agrees, from time to time, to:

(a) Join in any application (and execute any letter of agency) for necessary Permits and Entitlements in connection with LEHIGH's Evaluation Activities and/or Processing Activities and/or construction of Improvements on the Premises, including, but not limited to, zone changes, conditional use permits, variances, precise plan approvals, lot splits, subdivisions, building permits, certificates of occupancy, and/or any other necessary governmental permits, consents, approvals or authorizations;

(b) Execute and join in certificates to be affixed to subdivision maps, parcel maps, and similar instruments; and

(c) Join in any declarations of covenants, conditions, restrictions reasonably required by any public authority in connection with LEHIGH's proposed development and use of the Premises or any portion thereof or as may be otherwise required for the orderly development and use of the Premises.

(d) At LEHIGH's request, attend a reasonable number of meetings with LEHIGH and/or Applicable Authorities provided CHS is reasonably available to do so.

2.9. General Terms and Provisions.

2.9.1. Notices. Unless otherwise specifically provided herein, all notices, consents, approvals, requests and other communications required or permitted under this Lease shall be in writing and shall be deemed effective (a) upon receipt when delivered by hand; (b) one business day after being sent by facsimile with transmission receipt verified and a hard confirmation copy promptly dispatched by U.S. Mail; (c) one business day after being sent by nationally recognized overnight courier (such as Federal Express) for next business day delivery, fee prepaid; (d) or three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, in all cases addressed as follows:

To Tenant:

Marvin E. Howell
Lehigh Hanson, West Region
PO Box 639069
San Diego, CA 92163
Fax: (858) 277-6476

with a mandatory copy
to:

Mark D. Harrison, Esq.
Harrison, Temblador, Hungerford & Johnson LLP
980 9th Street, Suite 1400
Sacramento, CA 95814
Fax: (916) 382-4380

To Landlord:

Ms. Donna Austin, President
The Cupertino Historical Society
10185 N. Stelling Road
Cupertino, CA 95014
Fax: (707) 443-1363

Changes of address for notice shall be in compliance with this Article.

2.9.2. Gender. In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural wherever the context so requires.

2.9.3. Complete Lease. There are no representations or agreements between the parties hereto relating to the subject matter contained herein other than contained in this Lease. This Lease (and the exhibits attached hereto and agreements incorporated herein by reference) is the complete and final integration of all arrangements and agreements between the parties hereto regarding the subject matter hereof and supersedes all previous letter agreements, other documents, and other agreements, oral or written, by or between the parties regarding the subject matter hereof. Any amendment of or supplement to this Lease must be in writing and executed by all the parties hereto.

2.9.4. Exhibits. All exhibits and/or other documents to which reference is made herein are hereby deemed incorporated in this Lease by this reference.

2.9.5. Law; General. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, without regard to conflicts of laws principles, and the provisions hereof shall be construed in accordance with their fair meaning. Each of the parties hereto has agreed to the use of the particular language of the provisions of this Lease (and all attached exhibits), and any questions of doubtful interpretation shall not be resolved solely by any rule or interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. The subject headings have been inserted in this Lease for convenience only and shall not be used to alter or interpret the content of this Lease.

2.9.6. Severability. The invalidity, illegality or unenforceability of any provision contained in this Lease shall not affect or render invalid, illegal or unenforceable the remainder of this Lease, provided that the severance of any such illegal, invalid or unenforceable provision(s) shall not result in a material failure of consideration to either party hereto.

2.9.7. Successors and Assigns. This Lease and all representations or covenants contained herein shall constitute binding, continuing obligations between the parties and shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, personal representatives and permitted successors in interest.

2.9.8. Counterparts; Facsimile. This Lease may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease. Facsimile signatures on this Lease shall be binding as if original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

"CHS"/"Landlord"

THE CUPERTINO HISTORICAL SOCIETY, a
California nonprofit organization

By: Donna M Austin
Name: Donna M. Austin
Its: CHS President

"LEHIGH"/"Tenant"

LEHIGH SOUTHWEST CEMENT COMPANY, a
California corporation


By: 
Name: Axel Courade
Its: VP Op. Control R/W

EXHIBIT "A" (Corrected)

All of Parcel H, as shown on that certain Map of Tract No. 9054 Unit 1, which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on July 9, 1998, in Book 705 of maps, page(s) 13 - 22.

APN 342-63-003



CUPERTINO HISTORICAL SOCIETY

Resolution of the Board of Directors

WHEREAS, the Cupertino Historical Society ("CHS") was donated certain real property located at 2961 Stevens Creek Boulevard, Cupertino, California, commonly known as the Snyder-Hammond House (hereinafter referred to as "the Real Property");

WHEREAS, the Real Property has certain residential improvements and accessory buildings thereon;

WHEREAS, the residential improvements are not in rentable condition and CHS does not have the financial resources to make necessary repairs and upgrades to the Real Property;

WHEREAS, there are ingress and egress issues relating to the Real Property that may require legal action to resolve and CHS does not have funds to finance such litigation;

WHEREAS, LEHIGH Southwest Cement Company (hereinafter "LEHIGH") has offered to rent the Real Property for storage purposes and not use the improvements for residential purposes;

WHEREAS, LEHIGH has promised to secure the Real Property, purchase adequate liability insurance naming CHS as an additional insured, and maintain the property in its present condition;

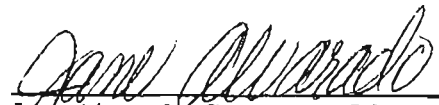
WHEREAS, LEHIGH has offered to make a significant donation to CHS in exchange for the lease;

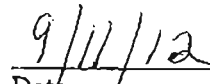
WHEREAS, the Board of Directors of CHS has determined that it is in the best interests of the Cupertino Historical Society to enter into a Lease with LEHIGH Southwest Cement Company due to the burdens and cost of maintaining the property and the uncertainty of the use.

NOW THEREFORE BE IT RESOLVED that the Board of Directors has determined that it is in the best interests of the Cupertino Historical Society to enter into a Lease with LEHIGH Southwest Cement Company, a copy of which is attached hereto as Exhibit "A."

In furtherance of this Resolution, Donna Austin, the President of the Board of Directors of the Cupertino Historical Society, is duly authorized to enter into and sign said Lease on behalf of the Cupertino Historical Society. The President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said Lease and to execute any amendments, rescissions, and revisions thereto.

I, Jane Alvarado, Secretary of the Cupertino Historical Society, do hereby certify this to be a true copy of the Resolution duly adopted at the meeting of the Board of Directors held on September 5, 2012, and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in effect.


Jane Alvarado, Secretary of the
Cupertino Historical Society


Date

**DRAFT MINUTES
PARKS AND RECREATION COMMISSION
CITY OF CUPERTINO**

Regular Meeting
March 1, 2012 at 7:00 p.m.
Community Hall, 10350 Torre Avenue, Cupertino, CA
Note: This meeting will be televised

1. CALL TO ORDER

Chairperson David Greenstein called the meeting to order at 7:00 p.m. in the Community Hall Council Chamber, 10350 Torre Avenue, Cupertino, CA.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Commissioners present: Darcy Paul, David Greenstein, Marcia St.Clair,
David Fung, David Lee

Commissioners absent: None

Staff present: Mark Linder, Timm Borden, Gail Seeds, Donna
Henriques

4. MISCELLANEOUS – NO ACTION REQUIRED

A. Staff oral reports

Director Mark Linder said this year's Big Bunny Fun Run is on Saturday, April 7, beginning at City Hall Civic Center at 9:00 a.m. Registration is open online or in person at the Quinlan Community Center or register the day of the race before 8:45 a.m.

He also reported that the Parks and Recreation Department is now accessible on many social media sites. The Parks and Recreation Department, Teen Center, Senior Center, and McClellan Ranch Park can be followed on Facebook and Twitter

B. Commissioner contacts

Commissioner David Fung reported that he attended the February 8 Mayor's meeting with Commissioners and noted that the TICC Commission asked to revisit the cell towers in parks issue and they discussed a new emergency reporting system.

5. MINUTES OF PREVIOUS MEETING

A. Regular meeting of February 2, 2012

Action: Commissioner Paul made a motion to approve the minutes and Commissioner St.Clair seconded the motion. The motion carried unanimously.

6. ORAL COMMUNICATIONS – None

7. NEW BUSINESS - None

8. OLD BUSINESS

A. Verbal update on Lawrence/Mitty Park

Director Mark Linder said the County Board of Supervisors asked the Santa Clara County Parks and Recreation to look at carving out some money for urban parks. Director Linder will be meeting on March 8, with the new Director of County Parks, Rob Courtney, to possibly get some support from the County for the Lawrence/Mitty Park project.

Commissioner Fung asked how the County defines an “urban park”. Director Linder said he will ask what criteria the Board of Supervisors has approved when he meets with Mr. Courtney. He said that generally, an urban park is connected to another park-like facility or area so it can be expanded.

Director Linder said when he has more information and a timeline regarding the park, he will present a written report to the Commission at a future meeting.

Chair Greenstein recognized Jennifer Griffin, who asked to speak on this item. Ms. Griffin is a resident of the Rancho Rinconada area, near where the Saratoga Creek Trail borders Lawrence Expressway. She said the area is important for Trail access and the Trail is very active and is used a lot by students going to Cupertino High School. She said she applauds any efforts the City of Cupertino can make in acquiring and improving the land and extending the trail area.

B. Review of draft McClellan Ranch Master Plan 2012 update.

Director Timm Borden gave a presentation and briefly discussed the background and recent history on the Master Plan project process that began last fall. He read goals from the 1993 Master Plan to show how these goals

were followed in the recent process and Master Plan Update. He explained how public input from the November and February meetings was used to identify potential projects which were ranked into 3 tiers. The Tier 1 projects include the priority projects that are recommended for inclusion in this coming year's CIP budget. The Tier 2 projects would be prioritized according to what funding would remain after completing the Tier 1 projects but would be considered for the near-term CIP budgets. Tier 3 projects would be dependent upon completion and funding of Tier 1 and 2 projects and would be reevaluated in future years.

Director Borden said that goal of tonight's meeting is to review the Master Plan Update 2012, finalize it and forward it on to the City Council with a recommendation to consider including it in the priority capital improvement projects in the 2012-17 Capital Improvement Program as appropriate.

Director Borden thanked Public Works staff, the Parks and Recreation Commission, and the architectural consultants, Hawley Peterson Snyder, for their team effort in completing this process.

Chair Greenstein recognized Darryl Stow, who asked to speak on this item. Mr. Stow, a 46-year resident, and immediate past president of the Cupertino Historical Society (CHS), said that in 2000, CHS purchased the historic Snyder-Hammond House from the Catholic diocese. The house was going to be torn down so the CHS purchased it for \$1.00. It is the oldest farmhouse remaining in Cupertino. The CHS Board has recently decided to terminate the lease contract with the family who has been living in the house, because CHS would like to have the house available for historical and community use.

Mr. Stow said the CHS would like to propose that the Snyder-Hammond House be added to the other historic buildings in McClellan Ranch Park, to form a "cluster" of buildings, like the historical buildings in Kelly Park in San Jose. He feels that CHS could secure public funding to pay for having the house moved from its current location to McClellan Ranch Park, if the move were approved.

Mr. Stow asked the Commission consider the concept of having a cluster of historic buildings, and the Snyder-Hammond House be added to the final McClellan Ranch Master Plan recommendation before sending it to City Council for approval.

Commissioner Paul asked if the Historical Society felt this needed to be done soon or could it be put in the pipeline for future consideration. Mr. Stow said it could be done at a later time and did not need to happen in the near-term.

Commissioner Lee asked what kind of role the City would play financially in the moving, renovation and maintenance of the house and Mr. Stow said the Historical Society would take care of the financing themselves.

Deborah Jamison, Cupertino resident and member of the team that worked on the 1993 Master Plan, thanked the staff and team for their tremendous hard work in putting together this proposal. She said she appreciated the team incorporating the history and goals and values of the original Master Plan. She said she supports the CIP projects as presented but is disappointed that undoing the damage done at McClellan Ranch West (former Simms property) is still on the “back burner”. She urged staff, Commission and City Council not to lose their focus on completing the McClellan Ranch projects.

Commissioner Paul asked Ms. Jamison if she liked the idea of renaming McClellan Ranch Park to McClellan Ranch “Preserve”, as per a suggestion in an email sent by resident, Rhoda Fry. Ms. Jamison said yes, and said she has personally been calling it “Preserve” for over 20 years. She said it is Cupertino’s only designated “Nature and Rural Preserve” per Ordinance 710.

The next speaker on this Item was Richard Lowenthal, former Mayor and Parks and Recreation Commissioner. Mr. Lowenthal said he is speaking as a representative of the Rotary Club of Cupertino and is currently, the President of the Rotary Endowment Foundation. He endorsed the staff recommendation and said it is a good mixture of natural and historic preservation. He said Rotary would like to help with hands-on help with natural preservation including the creek restoration projects and also provide labor for the historic preservation of buildings like the Blacksmith Shop. He also offered Rotary’s help with raising money for the McClellan Ranch projects. He endorsed the idea of moving the Snyder-Hammond House to the east side of the creek but would like to raze the Simms House. He would also like to see the entire west side of the creek as a natural preserve that wouldn’t include any structures.

Mr. Lowenthal also personally offered his help to raise money for extending the Stevens Creek Trail from McClellan Ranch up to Linda Vista Park.

Jennifer Griffin spoke and said that she’s glad the name of the park and preserve uses the name “Ranch” because it’s important to Cupertino’s ranching history. She also thinks it’s important to have more historic signage throughout the park and preserve.

Commissioner Paul asked how arduous it would be to add the Snyder-Hammond House to the recommendations on the Tier 2 Existing Structures to be assessed. Gail Seeds said it would be possible to add it to the scope of evaluating the other structures.

Commissioner Fung asked why the renovation of the Ranch House wasn’t on any of the lists of CIP projects. Gail Seeds said that staff had deemed the

renovations could be handled by Public Works staff and included in their budget so it did not have to be added to the CIP budget.

Commissioner Paul said he thought the participation in the public meetings and coordination of documentation by staff and team was outstanding. He said that he would support the renaming of McClellan Ranch Park to McClellan Ranch “Preserve”.

Commissioner Fung thanked the staff and consultants for their “fantastic piece of work” on the draft proposal and felt that it reflects what was discussed at the previous study sessions. He also agrees with renaming the park to “preserve” suggested by Commissioner Paul. He agrees with the general public sentiment that seems to be in favor of eliminating the Simms house from the preserve area.

Commissioner St.Clair asked Darryl Stow what degree of cost for renovations and moving the house would be needed for the Snyder-Hammond House. Mr. Stow said he doesn’t know the cost at this point but would guess it would be six figures.

Commissioner Lee thanked everyone involved for their help and input in the process. He is concerned about the parking issue and thinks it should be kept in mind when finalizing the Master Plan.

Chairperson Greenstein said he approves with the staff recommendations but feels that parking should be elevated to a more important priority. He also agrees that the park should be renamed to “preserve”. He said that since he wasn’t aware of the Snyder-Hammond house proposal until tonight’s meeting, he would like to see a process to evaluate this issue like the other structures had been evaluated and discussed by staff and the public. He also complimented the Cupertino Rotary and said he appreciates their offer of helping with hands-on projects and he readily accepts their invitation to help.

Action: Commissioner Fung made a motion to adopt the Master Plan proposal as submitted with one modification, to change the future designation of changing “McClellan Ranch Park” to “McClellan Ranch Preserve”. The motion failed for lack of a proper second.

Commissioner Paul suggested a few discussion points and said that he agrees with the other Commissioners to move up evaluating the parking issue from Tier 3 and not to wait until Tiers 1 and 2 are done. He would also support adding the Snyder-Hammond House to the historical feasibility assessment list.

Commissioner St.Clair asked to consider the idea of adding the Linda Vista Park connection to Stevens Creek Trail for assessment.

After additional discussion by the Commissioners, another motion was proposed by Commissioner Paul.

Action: Commissioner Paul made a motion to accept the staff recommendations with the following modifications: 1.) rename “McClellan Ranch Park” to “McClellan Ranch Preserve”; 2.) include the Snyder-Hammond House in the historical significance assessment as feasible; 3.) move the Tier 3 project of managing the parking to a Tier 2 project (as far as making the parking assessment is concerned); 4.) include a future project, once McClellan Ranch Preserve is completed, to extend the Stevens Creek Trail up to Linda Vista Park area. Commissioner St.Clair seconded the motion. The motion carried unanimously.

9. ADJOURNMENT - Chairperson Greenstein thanked the public and staff for putting this recommendation together. Director Linder specifically thanked Gail Seeds for all her work and coordination on this project. Chair Greenstein adjourned the meeting at 8:14 p.m.

Respectfully submitted,

Donna Henriques, Administrative Assistant

Minutes approved at the _____regular meeting

**City of Cupertino
Fiscal Year 2021
Community Funding Grant Application**

Have you ever received a City of Cupertino Community Funding Grant in the past?

☒ Yes ☐ No If, Yes, when? 2020

SECTION 1: CONTACT INFORMATION

Legal Name of Organization: **Cupertino Historical Society, Inc.**
 Web Address: <https://cupertinohistoricalsociety.org/>
 Mailing Address: **10185 N. Stelling Road
Cupertino** Zip: **95014** Phone: **4089731495**
 City: **Cupertino** Title: **Board President**
 President/Executive Director: **Sharon Blaine**
 Email: **seb@theblaines.net** Telephone Number: **4082576410**
 Contact Person: **Jennifer Furlong** Title: **Executive Director**
 Email Address: **jennifer@cupertinohistoricalsociety.org** Telephone Number: **2707924927**

SECTION 2: NON-PROFIT INFORMATION

501(c)(3)? ☒ Yes ☐ No Year Established **1955** Federal Tax ID: **94-2694547**
 Fiscal Sponsor Name: **Wendell Kerr**
 Fiscal Sponsor Address: **7954 Sunderland Drive
CUPERTINO** Zip: **95014** Phone: **4082531806**
 City: **CUPERTINO**

SECTION 3: ORGANIZATION INFORMATION

Total Organization Budget: **\$95,000** Total # of Board Members: **18**
 Total # of staff: **1** Total # of Volunteers: **50**

Mission Statement:

The mission of the Cupertino Historical Society and Museum is to preserve and share Cupertino's past, strengthen the sense of community, and make Cupertino history available for all.

Brief Description of Organization:

Since 1966, CHSM has served as the only organization whose purpose is to preserve and present Cupertino's history. Our exhibits and programming have brought knowledge of our local history to the community, schools, and other organizations. We aspire to represent Cupertino citizens as we share the ever-evolving story of our city with a broader audience. We are dedicated to preserving the past, as the study and appreciation of history matters. We are trusted stewards, committed to telling an accurate and inclusive story of Cupertino. We are service-oriented, welcoming, and respectful to all. We pursue enduring financial stability and the best use of our resources. The Cupertino Historical Society & Museum embraces partnership and is a strong and active contributor to our community.

Brief Description of Services Provided:

Since the opening of the Quinlan Center and Museum in 1990, our organization has served as the (un)official archive and city museum. We are committed to educational outreach and offer intergenerational learning opportunities. In addition to exhibits and regular museum hours (Wednesday-Saturday 10 am to 4 pm), we provide Open Houses during City and Community Events (such as Diwali, Fall Festival, Cherry Blossom Festival, Quinlan Tree Lighting, etc.); Special Storytime and Projects for the Quinlan Preschool Students; Traveling Trunk Educational Programming at Local Elementary Schools; Cupertino History Talks at Senior Centers, Convalescent Hospitals, and Civic Organizations; Craft Projects for Community Children; Quarterly Speaker Events; Research Services for Scholars; Family Genealogy Research Aid; Public Access to Reference and Family History Libraries; Field Trips; Professional Care and Curation of City Artifacts; Archival Services; and Social Events.

SECTION 4: GRANT REQUESTS

1. Program/Project/Event Name: **Cupertino Historical Museum + Archive Support**
 2. Date(s) and/or duration of program/project/event (if applicable): **N/A**
 3. Total program/project/event budget: **\$95,000**
 4. Requested Amount: **\$20,000** Percent of total program/project/event budget: **21%**
 5. Program/Project projected income: **\$65,000** Percentage of your organization's projected income: **31%**
 6. Type of Request:
☐ Capital Improvement
☐ Program Support
☐ Event
☐ One-time project
☒ Other: **On-Going Support**

7. This grant will fund a(n):

☒ Existing program/project/event; established in **1966**(year)
☐ New program/project/event

8. Describe the purpose of requested funds and the services that will be provided:

Our organization's purpose is to foster an appreciation for and understanding of our local history. The funds will enable us to continue successful exhibits and educational programming that appeals to citizens and visitors of Cupertino. Due to constricted space, it will be necessary to rent additional storage for our collection. All our photo archives, flat files, reference library, and maps—which were previously stored in the Museum Office attached to the museum—have displaced items previously relegated to the "behind the curtain" area. Because of this displacement and removal of our office, we have subsequently lost exhibit space; as we now store filing cabinets, etc. in areas that were once used for exhibits. One of our additional ongoing expenses is the upkeep and maintenance of the Snyder-Hammond property, the oldest surviving home in Cupertino, which is located at the western-most end of Stevens Creek Boulevard. There are annual preservation maintenance costs at SH House.

9. Please provide a line item breakdown of how the funds will be used in the categories below. If a category is not applicable, put \$0:

a) Admin Staff	\$0
b) Materials/Equipment	\$0
c) Entertainment	\$0
d) Room/Venue Rental	\$0
e) Other Professional Services Design, Production and Installation of Signs along Stevens Creek Trail	\$10,000
f) Other Collections Storage; Maintenance of Snyder Hammond Property; Wildfire Prevention, Liability Insurance, Pest Control, etc.	\$10,000
Total	\$1000,010,000

10. Explain how the request aligns to City mission and values:

Our organization has served as the (un)official archive and vehicle of display of our city's history. We are an apolitical, but civically-minded group dedicated to the preservation and dissemination of Cupertino history and life. Our society and museum promote civic engagement, education, collaboration, community pride, and solidification of local identity. We constantly strive to provide innovative learning opportunities through our exhibitions, outreach programs, and partnerships. We have served as a primary resource for authors and historians conducting research for publications on Cupertino history; among them: Wes Morse, Mary Lou Lyons, the Pala Native American Reservation, and Carrie Zeidman. We are a founding member of BAH—Bay Area History Alliance, a collaboration between local historical societies, historical homes, and museums. Support for our work directly advances the City's Mission and Values of education, mutual responsibility, innovation, and collaboration.

11. Describe how the program/project/event fills a community need. Who identified this need? What other similar project/program/event exists to serve Cupertino residents? How is your proposed project/program/event unique from similar projects/programs/events or how do you collaborate to avoid duplication?
 As previously addressed, we are the only organization dedicated to the preservation and dissemination of Cupertino's history and culture. In 1966, 177 Cupertino residents, with city historian Louis Stockelmeir, founded the nonprofit Cupertino Historical Society. In the late 1980s, the City Council, CHS, and the city manager worked collaboratively to dedicate space within the then-proposed Quinlan Community Center for a Historical Museum, a research library, and an office. We ask to remain a line-item on the City's Budget because of the ongoing services we provide to the city and community of Cupertino, despite no official designation. Our organization, in mission and programming, is unique. There is no duplication of services.

12. Who will be served by this grant?

This line item funding will serve Cupertino citizens, visitors to our city, students, researchers, and businesses. The numbers below are representative of the total number of people served by our programs. We do not restrict our

programming or admission by place of residence; therefore, it is impossible for us to give an accurate count of residents vs nonresidents served. We are using our 2019 figures because they are a more accurate representation of pre-COVID visitorship and engagement.

a) Number of individuals total: 6,353
b) Number of Cupertino residents:

c) Particular community groups:

Aside from our Traveling Trunk Program, which is designed for Elementary-aged students, all of our events and outreach are designed for a general audience.

d) Will the program/project/event be available to the entire community/public or are there any eligibility criteria? Yes, all of our program offerings are open to the public; occasionally, we ask people to make reservations in advance, so that we have an estimate for venue size, seating, refreshments, etc.

e) Will there be a charge or fee for the program/project/event (if applicable)

All of our events are free and open to the public. All events, and museum admission, have a suggested donation price, but a contribution is entirely voluntary.

f) What outreach methods does your organization use to promote the program/project/event (if applicable)?

We prefer to use low and no-cost advertising for our events and openings. To that end, we have Facebook, Twitter, LinkedIn, NextDoor, and Instagram pages where members of the public can access event listings. We also use VolunteerMatch to recruit volunteers, as well as local high schools and other civic organizations (like Rotary, Key Club, etc.). Our Executive Director sends press releases to all area and community newspapers announcing events and in our quarterly newsletter.

13. Describe how the funds will be used to benefit or impact the Cupertino community:

CHSM benefits the Cupertino community by bringing the unique history of Cupertino to the public. We seek these funds to not only maintain but to expand our exhibits and programming. We hope to install didactic panels along the Steven's Creek Corridor Trail, highlighting various historical sites. We recognize the important role Cupertino's public trails have played for the physical and mental health of citizens during the pandemic, and we wish to enhance that experience with educational panels. We also seek to use the funds to support the maintenance, insurance, and taxes of the Snyder-Hammond House. The Snyder-Hammond House is the oldest extant residence in Cupertino. The funds will also be used to address collections management and storage requirements.

14. Demonstrate that the member implementing and managing the program/project/event have adequate experience:

Our director, Jennifer Furlong, brings over ten years of nonprofit and museum experience to CHSM. Ms. Furlong came to the CHSM from the Campbell Museum and Ainsley House, where she worked in nearly every capacity of those institutions. Before moving to California, Ms. Furlong worked for Glenstone Museum in Potomac, Maryland, and at the Smithsonian Associates in Washington, DC. She earned her undergraduate degree from Centre College (Danville, Kentucky) in 2002, her Master's Degree and is a Ph.D. candidate at the University of Illinois at Urbana-Champaign, where she was president of the graduate student association, won numerous teaching awards, and served on the steering committee of both the Graduate College and School of Art + Design. She also received certificates in Museum Studies, Critical Theory, and Non-Profit Management.

15. How will success of the program/project/event be measured?:

There has been extensive research on the impact museums and other cultural institutions have on their communities. It is difficult to quantify the impact of our programming and museum on the community with hard metrics, as many scholars suggest because the benefits offered by cultural institutions are considered social capital. We measure our success by the number of visitors we serve, attendance at our events, the children we reach with our educational programs, and the feedback we receive from those served. Success, in the manner requested in this question, is not applicable to the types of programs and educational initiatives we offer. For example, can the meaningful discussion provoked and profound connections forged by our Racial Justice Reading Group be quantified? Because the services we offer are broad and range from artifact preservation to the examination of institutional racism, they are not easily measured or quantified.

16. Will more than 75% of the requested funds go towards direct service costs versus administrative costs?

☒ Yes ☐ No

17. Will you collaborate with other organizations to deliver the program/project/event funded by this grant? If so, which organizations?

We work, in collaboration, with the City of Cupertino and various city commissions and departments. Outside of local government, we do a considerable amount of outreach to local businesses, the Cupertino School District, and many youth organizations. We host the Chamber of Commerce, annually, for a business networking social, as well as Rotary International and local Women in Business Groups. At the Cupertino Library (pre-pandemic), we installed the first part of a two-part exhibit on notable women in Cupertino history. Our activities are, overwhelmingly, collaborative in nature and ongoing.

18. If your organization has ever received financial or in-kind support from the City of Cupertino outside of Community Funding Grants, please describe this support:

Since the opening of the Quinlan Center in 1990, we have had the use of the gallery space. From that time until 2017, we also had exclusive use of the attached museum office space. In 2017, the city reappropriated the office space. The Museum office was used for our reference library and artifact lab, donation processing, genealogical research, collections storage, and workspace for our Executive Director. Periodically, We have been allowed to display didactic materials in the hallways of Quinlan. The City and Parks and Recreation Department have been most generous in allowing us the use of rooms in Quinlan with fee waivers and use of other Quinlan facilities with a refundable deposit. We were a line-item on the budget year 2019-2020 for \$20,000. In previous years, we received Community Funding Grants for the following amounts: \$15,000 in 2018, \$15,000 in 2017, \$15,000 in 2016 and \$10,000 in 2015.

19. Does your organization anticipate receiving additional financial or in-kind support from the City of Cupertino outside of Community Funding Grants for this type of program/project/event (e.g. fee waivers)? If so, please describe this anticipated support:

We hope to recover the exclusive use of our office space; as well as, continued use of the gallery within the Quinlan Center. We hope for an extension of fee waivers on the use of Quinlan Facilities.

20. If you are a multi-jurisdictional organization, describe any funding requested from other agencies/organizations in regards to this program/project/event request. Indicate whether the funding was granted, denied, or is still pending:

We are not a multi-jurisdictional organization. Annually, we apply for the Rotary Grant to fund our ongoing Oral History Project, specifically on Cupertino Mayors. We have not received funding from Rotary. Our application for the California Small nonprofit Business COVID-19 Relief Grant Program has been waitlisted, and we will automatically be considered in the second round of funding. We applied for \$5000.

21. How would you fund the program/project/event if you do not receive the requested funding?:

Because of the COVID-19 pandemic, our fundraising was greatly impacted in 2020. If we do not receive line-item consideration from the City of Cupertino, we will need to reevaluate our programming and activities. Fiscal responsibility is one of our core values, as an organization.

SECTION 5: PRIOR FUNDING

1. If you received a Community Funding Grant in prior years, indicate the amounts for each year and describe how those funds were used:

We were a line-item on the budget year 2019-2020 for \$20,000. In previous years, we received Community Funding Grants for the following amounts: \$15,000 in 2018, \$15,000 in 2017, \$15,000 in 2016 and \$10,000 in 2015. We submitted a detailed reporting of how the funds were used—please see these previously submitted reports. In previous years, the funds were used to help with the expenses associated with planning, mounting, and presenting 3-5 museum exhibits, annually. Additionally, in 2015-2017, a portion of the funds was used to fund an 'International Night' celebration. We, traditionally, use a portion of the funding for the maintenance and care, and preservation of Cupertino artifacts, as well as the historical properties we maintain. We were a line-item last year, and so the Community Funding Grant financial breakdown is not applicable to our organization.

2. If you received a Community Funding Grant last year:

a. Please provide a line item breakdown of how the Community Funding Grant was used last year in the categories below. If a category is not applicable, put \$0:

i. Admin Staff	\$0
ii. Materials/Equipment	\$0
iii. Entertainment	\$0
iv. Room/Venue Rental	\$0
v. Other Professional Services	\$0
vi. Other collections care, maintenance, insurance and storage	\$20,000
Total	\$20,000

b. Who was served by the grant last year?

We did not receive our line-item funding (\$20,000) until August 2020. Per the Governor's orders, our museum was closed to the public in March. Because we could not hold our regular fundraising events, due to COVID, we have been operating with an approximate \$30,000 deficit. We used the city's funding for ongoing maintenance,

collections care, insurance, and storage costs of city artifacts rather than the public programs and exhibits proposed in our original application.

i. Number of individuals total: 6,353

ii. Number of Cupertino residents:

iii. Particular community groups
[See Submitted Report and Answers Above](#)

iv. Was the program/project/event available to the entire community/public or are there any eligibility criteria?
[See Submitted Report and Answers Above](#)

v. Was there a charge or fee for the program/project/event (if applicable)?
[See Submitted Report and Answers Above](#)

vi. What outreach methods did your organization use to promote the program/project/event (if applicable)?
[See Submitted Report and Answers Above](#)

c. Was the program/project/event successful? Please indicate how success was measured:
[See Submitted Report and Answers Above](#)

3. Please indicate any additional funding received last year from other sources and provide your financial statement if available:
[See Submitted Report and Answers Above](#)

Attachments: Attach your financial statment, and any other helpful information about your project.
[Supplemental_Financial_Positions_CHSM.pdf](#)

Program Manager Signature	Executive Direct
Date Signed	01/28/2021

ORDINARY INCOME	ACTUAL 2020	PROJECTED 2020	DIFFERENCE
2019-2020 ANNUAL FUND DRIVE	\$2690.00	\$2,000.00	+\$690.00
2020-2021 ANNUAL FUND DRIVE	\$2050.00	\$4000.00	-\$1950.00
BONFIRE DONATIONS (T-SHIRT SALES)	\$320.00	None	+\$320.00
BONFIRE T-SHIRT/TOTE BAG INCOME	\$153.00	None	+\$153.00
MEMORIALS	\$100.00	\$300.00	-\$200.00
DONATION BOX	\$0.00	\$100.00	-\$100.00
JULY LETTER TO MEMBERSHIP	\$8334.00	None	+\$8334.00
DONATIONS UNRESTRICTED—OTHER	\$6323.00	\$1000.00	+\$5322.90
INSURANCE REBATE	\$466.00	\$100.00	+366.00
TRANSFER FROM SAVINGS	\$33,100.00	\$43,000.00	-\$9,900.00
TOTAL DONATIONS UNRESTRICTED	\$53,536.00	\$50,500.00	+\$3036.00

FUNDRAISING EVENT INCOME	ACTUAL 2020	PROJECTED 2020	DIFFERENCE
PAUL & EDDIE'S HAPPY HOUR INCOME	\$2196.00	\$3000.00	-\$804.02
EXHIBIT RECEPTION	\$0.00	\$100.00	-\$100.00
EDUCATIONAL EVENTS	\$330.00	\$0	+\$300.00
ANNUAL BBQ (SILENT + LIVE AUCTION SALES)	\$0.00	\$6000.00	-\$6000.00
ANNUAL BBQ TICKET SALES + SPONSORSHIPS	\$0.00	\$27,300.00	-\$27,300.00
TOTAL FUNDRAISING EVENT INCOME	\$2526.00	\$36,400.00	-\$33,874.00

MEMBERSHIP SALES + RENEWALS	ACTUAL 2020	PROJECTED 2020	DIFFERENCE
NEW MEMBERSHIP	\$150.00	\$570.00	-\$420.00
MEMBERSHIP RENEWALS	\$9510.00	\$7500.00	+\$2010.00
BOOK + GIFT SALES	\$410.00	\$550.00	-\$140.00
TOTAL SALES + RENEWALS	\$10,070.00	\$8620.00	+\$1450.00

	ACTUAL 2020	PROJECTED 2020	DIFFERENCE
TOTAL INCOME	\$66,132.00	\$95,520	-\$29,388.00

From: [Connie Yu](#)
To: [City Council](#)
Cc: [City Clerk](#); [Rachelle Sander](#)
Subject: Appreciation to the City of Cupertino for support of Cupertino Historical Society
Date: Monday, October 3, 2022 10:50:50 PM

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

Dear City Council Members and Mayor Paul,

I am most supportive and enthusiastic about the relationship between the City and Cupertino Historical Society and Museum. Cupertino should be so proud the Society has brought forth exhibits, programs and events that are exciting and important, engaging people of all ages and backgrounds in the community.

As an author and historian, I have been encouraged and inspired over the years by the Society and the City of Cupertino. When my book, *Chinatown San Jose, USA*, was published in 1991 by History/San Jose, the Cupertino Historical Society invited me to give a presentation and book signing. Years later Darryl Stowe invited me to speak to the Rotary Club at the Cupertino Community Center about Angel Island and the detention of Chinese immigrants (such as my grandmother, imprisoned for 15 months). In 2019 I was invited by Jennifer Furlong to talk about Chinese laborers and the building of the Transcontinental Railroad, and to show a video ("Making Tracks: the Phil Choy Story") and present the book I co-edited, *Voices from the Railroad: Stories by Descendants of Chinese Railroad Workers*. This is history that has been neglected and excluded and must be restored to the American narrative.

I look forward to the continuing mission of the Cupertino Historical Society, supported by the City, in bringing people together on common ground, to the history and culture that belongs to all of us.

Sincerely,
Connie

Connie Young Yu

Trustee, Hakone Foundation

Board Member Emeritus, Chinese Historical Society of America (CHSA)

Advisory Board Member, Chinese Historical and Cultural Project (CHCP)

Founding Board Member, Asian Americans for Community Involvement, Inc. (AACI)

From: [Sharon Blaine](#)
To: [City Council](#)
Cc: [City Clerk](#); [Rachelle Sander](#)
Subject: Agreement with Cupertino Historical Society
Date: Monday, October 3, 2022 9:04:12 PM

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

Dear members of the Cupertino City Council,

“The mission of the Cupertino Historical Society and Museum (CHS+M) is to preserve and illuminate Cupertino’s past to inspire our youth, strengthen the sense of community, and shape a better future by making Cupertino history relevant and available to all.”

CHS+M has been striving to achieve the above since their founding over 60 years ago.

CHS+M is committed to educational outreach and offering inter-generational learning opportunities.

In addition to several exhibits annually and regular museum hours, they provide:

Exhibits on local and regional history;

Open Houses during City and Community Events (such as Diwali, Fall Festival, Cherry Blossom Festival, Quinlan Tree Lighting, Etc.);

Special Story time and Projects with the Quinlan Preschool Students;

“Traveling Trunk” Educational Programming at Local Elementary Schools;

Cupertino History Talks at Senior Centers, Convalescent Hospitals and civic organizations;

Craft Projects for Community Children;

Quarterly Speaker Events;

Scholarly Research Services;

Family Genealogy Research Assistance; Research Library; Genealogical Library on Local Families;

Field Trips;

Professional Care and Curation of City Artifacts; Archive Services—we have collected and preserved the city’s founding documents as well as the entire Pete Emig archive plus documents from closed elementary schools past & present.

These are just some of the activities which are provided for the Cupertino community.

The City has been very supportive of CHS+M over the years, providing space in Quinlan for a museum and providing funds to help them carry out their mission. It is fitting that a formal agreement between CHS+M and The City of Cupertino be approved providing transparency and accountability.

As a citizen & taxpayer of Cupertino since 1968, and as a long time member and past president of the Cupertino Historical Society+Museum I strongly recommend approval of the proposed agreement.

Sincerely,

Sharon Blaine

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Sharon Blaine
Cupertino, CA

From: [Helene Davis](#)
To: [City Council](#)
Cc: [City Clerk](#); [Rachelle Sander](#)
Subject: Continued Funding for the Cupertino Historical Society+Museum
Date: Monday, October 3, 2022 12:30:17 PM

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

Dear Mayor Paul and Cupertino City Council Members,

I am writing to you in support of continued funding for the Cupertino Historical Society + Museum (CHSM). CHSM is a valuable resource for the City of Cupertino and its community members. In addition to archiving and displaying Cupertino's agricultural roots, the society endeavors to stay relevant by showcasing our most recent history and collaborating with the newest groups in our community. A fine example is the showcasing of Japanese culture during the Cherry Blossom Festival and a similar program being planned for the Diwali Festival later this month.

I am a former board member and president of the society. I now serve on their advisory board. We have a dedicated group of individuals trying to preserve and share our community's stories. We are especially fortunate to have Jennifer Furlong as our executive director. She has challenged us to think differently and to expand our horizons.

In the end, what makes a community thrive is the web of partnerships, public and private, working together to make our city a vibrant place to live.

I humbly request you continue to fund CHSM through the city budget.

Kind regards,

Helene Davis

CC 10-04-2022

#15

Climate Victory Gardens
Pilot Program

Written Comments

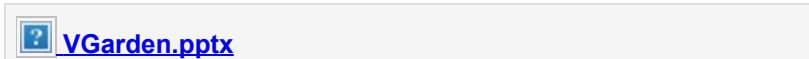
From: [Shelkie Tao](#)
To: [City Clerk](#)
Subject: Attachment for tonight's council meeting
Date: Tuesday, October 4, 2022 4:35:09 PM

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

Hi,

I plan to speak on topic 15 Victory Garden. Please display the attached when I speak. Thank you.

Shelkie



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[Water Efficient Gardens](#)

Follow us on [Instagram](#) and [Facebook](#)



Victory Garden Program In Cupertino

Newly converted lawn at Northwest YMCA,
designed and co-led by Water Efficient Gardens

Victory Garden Program

“Create a program to enable residents to easily elect water-wise turf conversion, including pre-set landscape plans, pre-approved contractors, and fixed prices.”



Water Efficient Gardens



Rebate Application
Design



Recommend
Contractors

Installation
Assistance



Expert for Native and Rain Gardens





Gardens We Designed Featured By Cities


CITY OF CUPERTINO

[I WANT TO...](#)
[RESIDENTS](#)
[BUSINESSES](#)
[VISITORS](#)
[ONLINE SERVICES](#)
[OUR CITY](#)

- Environment & Sustainability
 - Climate Action
 - Garbage and Recycling
 - Water
 - Water Conservation
 - Climate Gardens**
 - Stormwater Pollution Prevention
 - Less-Toxic Pest Control
 - Energy
 - Transportation
 - Green Business
 - Green Development
 - Green Events & Activities
 - Compost Site
 - Green in the City
 - Sustainability Commission
 - Reach Codes
 - Green News

CLIMATE VICTORY GARDENS

Every Garden Can Be A Solution To The Climate Crisis


For a limited time, Cupertino residents, multi-family properties and non-profit organizations have the opportunity to apply for expert technical assistance to install a Climate Victory Garden that conserves water and reduces carbon emissions. The City has partnered up with landscaping experts Ecology Action to offer this pilot program, with the intent to expand beautiful climate-friendly gardens throughout Cupertino.


The Cupertino Climate Victory Garden program is a direct-install Turf-to-Native Garden program that helps customers replace turf with a California friendly, low water-use landscape.

[Create an account to be on the Interest List.](#)




Photo Credit: Sheliae Tao from Water Efficient Gardens


City of Santa Clara Municipal Utilities
REGULAR BILL



Account Number: 00023787-01
 Account Name: JERRY POHORSKY
 Service Address: 1691 BERNA ST

Bill Date: 05/09/2022
 Amount Due: \$175.82
 Customer Service: (408) 615-2300

Pg 1 of 2


Reduce Water Use From the Outside In

Residential Rebates:

- Upgrade to a **smart controller** (\$300-\$2000)
- Convert lawn to **habitat** (up to \$3,000+)
- Switch to **drip irrigation** (up to \$3,000)
- Details at valleywater.org

Free Tools:

- Moisture Meter
- Irrigation Screwdriver
- Garden Hose Nozzle with shut off



SantaClaraCA.gov/SaveOurWater

Usage Table and History Graphs

Service Type	Read Dates		Days	Meter Readings		Mult	Usage	Meter Number	Rate	This Month This Year (Daily Avg.)	This Month Last Year (Daily Avg.)
	Prior	Current		Current	Prior						



We Just Designed and Converted the Lawn at Northwest YMCA



WE PROUDLY DESIGNED
NORTHWEST YMCA COMMUNITY GARDEN



Plant Installing
Saturday Sept 24, 9am-12pm
Backlawn at Northwest YMCA,
20803 Alves Dr. Cupertino, CA 95014

PLEASE BRING: WATER, GLOVES, GARDENING TOOLS (SHOVEL,
PICK, WHEEL BARREL AND TROWEL, ETC.)



Massive Lawn Areas We Converted

Table 3. Climate Victory Garden (CVG) Pilot Program goals, current pipeline of projects, and completed projects as of August 2022.

Pilot Program Goals	Total in Progress + Completed	Completed to Date
Up to 55 landscape consultation site visits	48	44

CC 10-04-2022
190 of 218

30 gardens designed	35	29
45,000 ft² of turf converted	35,095 ft²	30,972 ft²

Water Efficient Gardens

> 46,000 sq ft >40,000 sq ft



Water Efficient Gardens
Victory Garden Launch – Now

Project Cost and Time

- Our design and assistance cost much lower than \$3.80/sq ft for most front yard projects
- All our projects were installed within 90 days since Notice to Proceed



A Designer Highly Regarded by Valley Water

- Speaker for Valley Water's new water restriction policy in early May



Water Efficient Gardens selected as a member of the **Nasdaq Entrepreneurial Center's Milestone Makers program** summer 2022 cohort, and successfully completed it.

