



City Council Agenda

City of Campbell, 70 N. First St., Campbell, California

NOTE: This City Council Regular meeting will be conducted in person as well as telecommunication and is compliant with provisions of the Brown Act.

The City Council meeting will be live-streamed on Channel 26 (Xfinity) or Channel 88 (Direct TV), the City's website and on YouTube <https://www.youtube.com/user/CityofCampbell> for those who only wish to view the meeting.

Those members of the public wishing to provide public comment virtually are asked to register in advance at: <https://www.campbellca.gov/signup>. After registering, you will receive a confirmation email containing information about joining the meeting. Members of the public may attend the meeting in person at Campbell City Hall - Council Chambers.

Public comment will also be accepted via email at ClerksOffice@campbellca.gov until 3:00p.m. prior to the start of the meeting. Written comments will be posted on the website and distributed to the Council. If you choose to email your comments, please indicate in the subject line "FOR PUBLIC COMMENT" and indicate the item number.

REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Monday, January 13, 2025 – 7:00 p.m.

City Hall Council Chamber – 70 N. First Street

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS AND PROCLAMATIONS

COMMUNICATIONS AND PETITIONS

ORAL REQUESTS

NOTE: This portion of the meeting is reserved for persons wishing to address the City Council on any matter not on the agenda. Persons wishing to address the Council are requested, but not required to complete a Speaker's Card. Speakers are limited to two (2) minutes. The law generally prohibits the Council from discussion or taking action on such items. However, the Council may instruct staff accordingly regarding Oral Requests.

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

NOTE: All matters listed under consent calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of City Council, City staff, or a member of the public. Any person wishing to speak on any item on the consent calendar should ask to have the item removed from the consent calendar prior to the time the Council votes to approve. If removed, the item will be discussed in the order in which it appears.

1. **Minutes of City Council Regular Meeting of December 17, 2024**
Recommended Action: Approve the regular meeting minutes of December 17, 2024.
2. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$8,558,606.69
3. **Monthly Treasurer's Report (November 2024)**
Recommended Action: That the City Council review and accept the Monthly Treasurer's Report for the month ended November 30, 2024.
4. **Approval of Plans and Specifications, Authorization to Solicit Bids, Award and Approve Contract, and Other Associated Actions for the Pruneyard Creek Trail Extension (23-LL) (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution: 1) approving the Plans and Specifications for the Pruneyard Creek Trail Extension (23-LL); 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$510,000, plus a 10% contingency of \$51,000; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget adjustments; 8) approving the Maintenance Agreement with Caltrans and authorizing the City Manager to execute said agreement; 9) approving the Trail Easement Agreement with the Pruneyard and authorizing the City Manager to execute said agreement; and 10) approving the Construction License Agreement with the Pruneyard and authorizing the City Manager to execute said agreement.
5. **Budget Adjustment to Fund Emergency Repairs at the Community Center Pool (Resolution/Roll Call Vote)**
Recommended Action: That the City Council approve a Council Resolution authorizing a Budget Adjustment to fund the emergency repairs at the Community Center Pool.

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

NOTE: Members of the public may be allotted up to two (2) minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of five (5) minutes for opening statements and up to a total of three (3) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

6. **Public Hearing to Consider Adoption of a Resolution Directing the Community Development Director to Proceed with Abatement of Hazardous Vegetation (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution directing the Community Development Director to proceed with the abatement of hazardous

vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

7. **Public Hearing to Consider an Interim Ordinance Implementing Senate Bill No. 450 by Removing Special Requirements and Procedures and Incorporating Uniform Objective Zoning, Subdivision, and Design Standards for the Single-Family Residential Zoning District. (File No. PLN-2024-185) (Ordinance / Roll Call Vote)**

Recommended Action: Staff recommends that the City Council adopt an Interim Ordinance (reference Attachment A) to approve urgency revisions to the Campbell Municipal Code to Conform with Senate Bill No. 450 and accept the determination that adoption of this interim ordinance is statutorily exempt from the California Environmental Quality Act (CEQA).

NEW BUSINESS

8. **Adopt a Resolution Amending the City of Campbell Salary Schedule for Temporary Positions (Resolution/Roll Call Vote)**

Recommended Action: Adopt a resolution amending the City of Campbell Salary Schedule for temporary positions to (1) address California's minimum wage increase, (2) reclassify or add new temporary positions, and (3) align the pay rates of temporary positions with those of comparable permanent positions.

9. **Green Street Infrastructure (GSI) Update**

Recommended Action: That the City Council receive an update on the requirements regarding Green Street Infrastructure (GSI), related City efforts and the impact on City resources.

UNFINISHED BUSINESS

COUNCIL COMMITTEE REPORTS

10. **Council Committee Reports**

Recommended Action: That the City Council report on activities from their committee assignments.

ADJOURN

IMPORTANT NOTICE: Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection with the agenda packet in the lobby of City Clerk's Office, 70 N. First Street, Campbell, CA 95008, during normal business hours. These materials will also be available on the City website at <https://www.ci.campbell.ca.us/agendacenter> with the agenda packet following the last item of the agenda, subject to staff's ability to post the documents prior to the meeting. All documents not posted prior to the meeting will be posted the next business day.

In compliance with the Americans with Disabilities Act, listening assistive devices are available for all meetings held in the City Council Chambers. If you require accommodation, please contact the City Clerk's Office, (408) 866-2117, at least one week in advance of the meeting.

CITY COUNCIL MINUTES

City of Campbell, 70 N. First St., Campbell, California



REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, December 17, 2024 7:00 p.m.
City Hall Council Chamber – 70 N. First Street

This City Council meeting was duly noticed pursuant to open meeting requirements of the Ralph M. Brown Act (G.C. Section 54956).

This meeting was recorded and can be viewed in its entirety at www.campbellca.gov/agendacenter.

CALL TO ORDER

The City Council of the City of Campbell convened this day in the regular meeting place, the City Hall Council Chamber, 70 N. First St., Campbell, California.

ROLL CALL

Attendee Name	Title	Status
Susan M. Landry	Mayor	Present
Sergio Lopez	Vice Mayor	Present
Elliot Scozzola	Councilmember	Present
Dan Furtado	Councilmember	Present
Anne Bybee	Councilmember	Present

PLEDGE OF ALLEGIANCE

Mayor Landry led the Pledge of Allegiance.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

There were no special presentations and proclamations.

COMMUNICATIONS AND PETITIONS

There was no communications and petitions.

ORAL REQUESTS

Shelly Dorairaj requested a ceasefire resolution in Gaza.

Sonia Dyrby, Campbell resident, requested a ceasefire resolution in Gaza.

Minutes Acceptance: Minutes of Dec 17, 2024 7:00 PM (CONSENT CALENDAR)

Matine Nejad, Campbell resident, requested a ceasefire resolution in Gaza.

Matt Hammer requested a ceasefire resolution in Gaza.

COUNCIL ANNOUNCEMENTS

There will be a City Council meeting on Monday, January 13 at 7:00 pm in the City Council Chambers.

Visit the Ainsley House this holiday season. The house will be decorated with the theme “Holiday Heritage.” Exciting events such as the Holiday Tea and Tour; Photos with Santa; and the Holiday Boutique await. For additional information please visit campbellmuseums.com.

The “Campbell Community Toy Program” is in need of all types of toys, books, soccer balls and games. Toy collection bins have been placed at various locations including Campbell’s City Hall, Police Department, Community Center, and the Fire Stations located on Union Avenue and Sunnyoaks Avenue. For additional information about this program, please visit campbelltoyprogram.com.

The City of Campbell is committed to supporting its citizens by strengthening its neighborhoods. The City offers grant funding to help neighborhoods build a sense of community through its Neighborhood Association Assistance Grant program. Applications to apply will open January 13, 2025. Neighborhood Associations within the City of Campbell are encouraged to apply. For more information, please visit the city’s website at campbellca.gov.

Tis the season for potential thefts and holiday crimes. Please do not leave packages or valuables in plain view in your car. If you need to keep items in your car, store them in the trunk and set your alarm. If shopping at night, remember to park in a well-lit area. Please be sure to report suspicious activity to the Campbell Police Department at (408)866-2101 or if you encounter an emergency, please call 911.

City Hall offices will be closed for business beginning Tuesday, December 24 and continuing thru Wednesday, January 1. City Hall will reopen on Thursday, January 2. Police and emergency services will continue to remain open during the City Hall closure.

CONSENT CALENDAR

Mayor Landry asked if anyone wished to remove an item off the Consent Calendar.

Councilmember Furtado commented on Item 7 noting that the Early Settler’s Reunion Committee have previously organized the Annual Heritage Lunch for the Early Settlers celebration. The Chamber of Commerce has graciously agreed to take on responsibility of the Heritage Celebration. This 2025 would mark the 133rd celebration in Campbell.

Councilmember Furtado recused himself from Item 8 noting a potential conflict of interest in that he owns property within 500 feet of the project address.

1. **Minutes of City Council Executive Session Meeting of December 3, 2024**

Recommended Action: Approve the executive session meeting minutes of December 3, 2024.

This action approves the executive session meeting minutes of December 3, 2024.

2. **Minutes of City Council Regular Meeting of December 3, 2024**

Recommended Action: Approve the regular meeting minutes of December 3, 2024.

This action approves the regular meeting minutes of December 3, 2024.

3. **Approving Bills and Claims**

Recommended Action: Approve the bills and claims in the amount of \$914,387.79

This action approves the bills and claims in the amount of \$914,387.79 as follows: bills and claims dated November 18, 2024, in the amount of \$422,795.44; payroll checks dated November 21, 2024, in the amount of \$33,586.39; and bills and claims checks dated November 25, 2024, in the amount of \$458,005.96.

4. **Monthly Investment Transactions Report (November 2024)**

Recommended Action: That the City Council review and accept the Monthly Investment Transactions Report for November 2024.

This action reviews and accepts the Monthly Investment Transactions Report for November 2024.

5. **Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution authorizing the examination of sales or transactions and use tax records.

Resolution 13245 authorizes the examination of sales and transactions and use tax records.

6. **Resolution Approving and Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution approving and authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a Local Transactions and Use Tax.

Resolution 13246 approves and authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a Local Transactions and Use Tax.

7. **Accept Donation of \$1000 from the Early Settler's Reunion Committee for the Campbell Historical Museum & Ainsley House (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution to accept a donation of \$1,000 from the Early Settler's Reunion Committee for the Campbell Historical Museum and Ainsley House.

Resolution 13247 accepts a donation of \$1,000 from the Early Settler's Reunion Committee for the Campbell Historical Museum and Ainsley House.

8. **Approval of Tract Map No. 10644 Including Acceptance of Public Service Easements Shown on Said Map – 251 Llewellyn Avenue (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution approving the Tract Map for Tract No. 10644 and accept the public service easements offered for dedication as shown on the map for the property located at 251 Llewellyn Avenue.

Resolution 13248 approves the Tract Map for Tract No. 10644 and accept the public service easements offered for dedication as shown on the map for the property located at 251 Llewellyn Avenue.

9. **Resolution Approving a Consultant Services Agreement with ELS Architecture and Urban Design, in an Amount Not to Exceed \$170,300, to Provide Architectural and Engineering Design Services for the City Hall Public Counters and Accessibility Enhancements Project (CIP No. 24-VV), and a 10% Contingency Amount of \$17,030 for Potential Design Service Modifications and Their Associated Costs (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution: 1) approving a consultant services agreement with ELS Architecture and Urban Design, in an amount not to exceed \$170,300, to provide architectural and engineering design services for the City Hall Public Counters and Accessibility Enhancements project (CIP No. 24-VV); 2) authorizing an additional 10% contingency amount of \$17,030, for potential design service modifications and their associated costs; 3) authorizing the Public Works Director to negotiate and execute contract change orders up to and within the allocated contingency amount; and 4) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

Resolution 13249 approves a consultant services agreement with ELS Architecture and Urban Design, in an amount not to exceed \$170,300, to provide architectural and engineering design services for the City Hall Public Counters and Accessibility Enhancements project (CIP No. 24-VV); authorizes an additional 10% contingency amount of \$17,030, for potential design service

modifications and their associated costs; authorizes the Public Works Director to negotiate and execute contract change orders up to and within the allocated contingency amount; and authorizes the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

10. **Accept a Donation from Paired Power for a Portable Solar-Powered Electric Vehicle (EV) Charging Station (Resolution/Roll Call Vote)**

Recommended Action: It is recommended that the City Council adopt a resolution accepting a donation from Paired Power for the use, installation, and maintenance of a portable solar-powered electric vehicle (EV) charging station in a City-owned municipal parking lot.

Resolution 13250 accepts a donation from Paired Power for the use, installation, and maintenance of a portable solar-powered electric vehicle (EV) charging station in a City-owned municipal parking lot.

M/S: Bybee/Scozzola – That the City Council approve the Consent Calendar with Councilmember Furtado recusing on item eight. The motion was adopted by the following roll call vote:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Scozzola
AYES:	Landry, Lopez, Scozzola, Furtado, Bybee

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

There was no public hearings and introductions of Ordinances.

NEW BUSINESS

11. **Declaring the Canvass of Returns and Results of the General Municipal Election Held on November 8, 2022 (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution declaring the canvass of returns and result of the General Municipal Election, and direct the City Clerk to administer the Oaths of Office.

City Clerk Sanders presented a staff report dated December 17, 2024.

Following Council questions, Mayor Landry asked if anyone wished to speak. There were no public speakers.

After discussion, **M/S: Bybee/Scozzola – That the City Council adopt resolution 13251 declaring the canvass of returns and result of the General Municipal Election, and directing the City Clerk to administer the Oaths of Office, including the desk item. The motion was adopted by the following roll call vote:**

Minutes Acceptance: Minutes of Dec 17, 2024 7:00 PM (CONSENT CALENDAR)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Scozzola
AYES:	Landry, Lopez, Scozzola, Furtado, Bybee

12. **City Council Reorganization**

Recommended Action: That the City Council reorganize and appoint a Mayor and Vice Mayor for the 2025 calendar year.

Mayor Landry introduced the item.

Vice Mayor Lopez presented Mayor Landry a plaque in recognition of her service as mayor.

Mayor Landry spoke about her journey to run for City Council. She thanked her family and friends that supported and encouraged her to run for Council. She spoke of her first term as Mayor in 2020 and the challenges she and the Council faced during the world pandemic. Mayor Landry spoke of notable accomplishments while on the City Council such as Measure O, the all-inclusive playground, permanent parklets downtown, the Winchester Pavement Project; the adoption of the General Plan and Housing Element, objective standards, completion of the Economic Development Plan. Mayor Landry spoke of the regional committees that she served on.

Councilmembers gave congratulatory comments to Mayor Landry thanking her for her service and her contributions to the City. Councilmembers thanked her for her leadership and stated they appreciated working with her.

Keith Applegate, Campbell resident thanked Mayor Landry for her commitment to the City and her efforts to make Campbell a better place for its residents.

Senator Josh Becker congratulated Terry Hines on his election, Vice Mayor Lopez on his reelection and thanked Mayor Landry on her service. He spoke of all the work Mayor Landry has done on sustainability. As a congratulations, Senator Becker presented Mayor Landry a Resolution from himself, Senator Cortese, and Assemblymember Mark Berman.

Raja Pallela, Campbell resident thanked Mayor Landry for her eight years of commitment and expressed his appreciation for her service.

Mayra Flores, Chief of Staff to Supervisor Ellenberg, who could regretfully not attend, presented Mayor Landry with an accommodation for her service.

Garnetta Annable, former Santa Clara Valley Open Space Authority Board Member, and County Parks Commissioner spoke about how Mayor Landry was always a strong advocate for parks and worked to keep Santa Clara County beautiful.

Amy Taylor, Downtown Campbell Business Association (DCBA) president thanked Mayor Landry, on behalf of the DCBA, for her partnership and dedication in helping downtown businesses and working to make the environment vital and welcoming.

Sophia Commisso, Campbell resident, spoke about how she has been inspired by Mayor Landry. She thanked Mayor Landry and Councilmember Furtado on appointing her to the Civic Improvement Commission. She noted that Mayor Landry has always been inclusive, kind and fair.

Barbara, Campbell resident spoke of her long-time friendship with Mayor Landry and thanked her for her service. She commented how Mayor Landry is brave. She was never afraid to speak truth to power, stand up for women, and never afraid of any challenges.

Mayor Landry spoke of Campbell being the Orchard City and gifted the City a water color painting of a prune tree to inspire the City to look at building an orchard.

Mayor Landry yielded the gavel to Vice Mayor Lopez and stepped down from the dais.

Alana Mary Fehrenbacher, administered a ceremonial Oath of Office to Councilmember Hines. Councilmember Hines thanked the voters of District 1, spoke about his future goals on the Council. He thanked all his supporters, family members and granddaughter Alana for providing him the Oath of Office.

Senator Josh Becker administered a ceremonial Oath of Office to Vice Mayor Lopez.

Vice Mayor Lopez recognized attending dignitaries, Senator Josh Becker, former Mayor Liz Gibbons, former Mayor Paul Resnikoff, Adrienne Grey and Paul Fong of the West Valley-Mission Community College District; Councilmember Vicki Veenker from the City of Palo Alto, Councilmember Neysa Fligor from the City of Los Altos, and Councilmembers Belal Aftab and Tina Walia of the City of Saratoga.

Vice Mayor Lopez called for public comment for the newly elected Councilmembers.

City of Saratoga Councilmember Belal Aftab congratulated Vice Mayor Lopez upon his reelection. He spoke about value placed on making the City of Campbell accessible and looks forward to seeing what the Council does in the future.

Former Campbell Mayor Paul Resnikoff congratulated Councilmember Hines on his appointment. He complimented Councilmember Hines on being a critical

thinker and stated that he will be a strong addition to the City Council. Former Mayor Resnikoff congratulated Vice Mayor Lopez and he looked forward to what the Council will bring.

Aaron Resendez congratulated Vice Mayor Lopez upon his reelection to the City Council. He spoke in support of the work Vice Mayor Lopez does and knows he will be successful in the future.

Vice Mayor called for nominations of Mayor.

M/S: Bybee/Furtado – To nominate Sergio Lopez as Mayor. The motion was adopted by the following roll call vote:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Furtado
AYES:	Lopez, Scozzola, Furtado, Bybee, Hines

Mayor Lopez thanked his colleagues for the nomination. He spoke of his story on how he got to this point, recognizing his parents and family for their support and sacrifices. He spoke about his love for public service, and his goals to help the community with focus on housing, fighting homelessness, building a safe community; sustainability, climate action, all in an effort to help current and future residents.

Mayor Lopez called for nominations of Vice Mayor.

M/S: Bybee/Lopez – To nominate Dan Furtado as Vice Mayor. The motion was adopted by the following roll call vote:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Lopez
AYES:	Lopez, Scozzola, Furtado, Bybee, Hines

Councilmember Furtado thanked his colleagues for their Vice Mayor nomination and stated how he looked forward to working with them. He thanked the voters of Campbell as they have supported the City for many years, approving measures that allow the City to provide the highest quality of services.

Mayor Lopez called for public comments.

Raja Pallela, Campbell resident congratulated new elected Councilmember Hines, and new Mayor Lopez.

Member of the public, congratulated Mayor Lopez, she spoke of her previous small business and urged landlords to be kind. She spoke as an indigenous woman and encouraged all to remember the indigenous wisdom and repair the planet.

13. **2025 City Council Meeting Schedule (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a Resolution approving the 2025 City Council meeting schedule.

City Clerk Sanders presented a staff report dated December 17, 2024.

Following Council questions, Mayor Lopez asked if anyone wished to speak. There were no public comments.

The City Council discussed canceling the second meeting in July 2024 and the first meeting in January 2025. The Council also discussed moving the August 5, 2024 meeting to Monday, August 4, 2024 in order to attend National Night Out neighborhood events.

After discussion, **M/S: Bybee/Furtado – That the City Council cancel the July 15 Council meeting, move the August 5 meeting to Monday, August 4, cancel the January 6, 2026 meeting and adopt resolution 13252 approving the 2025 City Council meeting schedule. The motion was adopted by the following roll call vote:**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Furtado
AYES:	Landry, Lopez, Scozzola, Furtado, Bybee

ADJOURN

Mayor Lopez adjourned the meeting at 8:30 p.m.

APPROVED:

ATTEST:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of Dec 17, 2024 7:00 PM (CONSENT CALENDAR)



*City
Council
Report*

Item: 2
Category: CONSENT CALENDAR
Meeting Date: January 13, 2025

TITLE: Approving Bills and Claims

RECOMMENDED ACTION

Approve the bills and claims in the amount of \$8,558,606.69

DISCUSSION

The bills and claims that have been audited and approved by staff for payments made as noted below:

<u>Type</u>	<u>Check Date</u>	<u>Amount</u>
Bills & Claims	December 02, 2025	\$1,738,520.10
Payroll	December 05, 2025	\$74,254.68
Bills & Claims	December 09, 2025	\$3,860,061.12
Bills & Claims	December 16, 2025	\$824,288.42
Payroll	December 19, 2025	\$32,615.48
Bills & Claims	December 23, 2025	\$2,028,866.89
	Total	\$8,558,606.69

FISCAL IMPACT

Requested action does not require a budget adjustment. Adequate funding was available to cover all expenses as listed.

Prepared by:

Celia Deniz, Accounting Clerk II

Reviewed by:

Norite Vong, Assistant Finance Director

Approved by:



Angelique Gaeta, Assistant City
Manager



City Council Report

Item: 3
 Category: CONSENT CALENDAR
 Meeting Date: January 13, 2025

TITLE: Monthly Treasurer's Report (November 2024)

RECOMMENDED ACTION

That the City Council review and accept the Monthly Treasurer's Report for the month ended November 30, 2024.

BACKGROUND

California government code section 41004 requires that the City Treasurer submits to the City Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The City of Campbell's Finance Director has the responsibility of City Treasurer. This report has been prepared to fulfill this requirement.

This report provides financial transaction data for the City of Campbell's Funds collectively, including the City's General (Operating) Fund.

DISCUSSION

This Monthly Treasurer's Report details and summarizes receipts, disbursements, and fund balances for the month ended November 30, 2024. As shown in **Attachment A**, the City recognized \$8.2 million in revenues and incurred \$3.6 million in expenditures in total, for all City funds. The City's overall ending fund balance for November 2024 is \$72 million, an increase of \$3.6 million from the prior month.

For the month of November 2024, the City's General Fund recognized \$5.3 million in revenues and incurred \$2.7 million in expenditures. Of the revenues received, \$2.7 and \$1.1 million are attributed to property tax and sales tax, respectively. The City's ending General Fund balance for November 2024 is \$10.4 million, an increase of \$1.7 from the prior month.

FISCAL IMPACT

There is no fiscal impact associated with the review and acceptance of the Monthly Treasurer's Report.

Prepared by: 
Carolina Vargas, Accountant

Approved by: 
Brian Loventhal, City Manager

Attachment:

- a. 2024.11 Fund Balance Report

City of Campbell
Changes in Total Fund Balance
For the month ended November 30, 2024

Fund Description	Beginning Fund Balance 07/01/2024	Increase/ (Decrease) July-Oct	Current Revenue	Current Expenditure	Transfer In	Transfer Out	Fund Balance as of 11/30/2024
General Fund							
Nonspendable Fund Balance							
Leases	\$ 173,181.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,181.00
Committed Fund Balance							
General Plan Update	44,208.57	-	-	-	-	-	44,208.57
Compensated Absences	961,449.00	-	-	-	-	-	961,449.00
Liability Insurance	136,473.00	-	-	-	-	-	136,473.00
Available Capital Improvement Reserve	30,109.00	-	-	-	-	-	30,109.00
Committed Capital Improvement Reserve	1,569,671.00	-	-	-	-	-	1,569,671.00
Community Center Facility	111,698.58	-	-	-	-	-	111,698.58
Heritage Theater	233,381.77	-	-	-	-	-	233,381.77
Historic Preservation	5,000.00	-	-	-	-	-	5,000.00
Assigned Fund Balance							
Capital Projects (Construction Tax)	325,256.00	-	-	-	-	-	325,256.00
Unemployment Insurance	90,000.00	-	-	-	-	-	90,000.00
PERS	2,252,000.00	-	-	-	-	-	2,252,000.00
OPEB	370,102.00	-	-	-	-	-	370,102.00
Encumbrances	976,257.58	-	-	-	-	-	976,257.58
Unassigned Fund Balance							
Unassigned	(4,548,236.98)	(7,975,119.62)	5,328,071.13	(2,677,116.99)	50,004.00	(543,575.00)	(10,365,973.46)
City Council Reserve	362,624.00	-	-	-	-	-	362,624.00
Economic fluctuations	9,955,452.00	-	-	-	-	-	9,955,452.00
Emergency	3,207,453.65	-	-	-	-	-	3,207,453.65
General Fund Total	16,256,080.17	(7,975,119.62)	5,328,071.13	(2,677,116.99)	50,004.00	(543,575.00)	10,438,343.69
Special Revenue							
Vehicle Impact	3,745,636.26	266,167.40	59,661.54	-	-	-	4,071,465.20
Gas Tax	1,699,638.88	(77,381.24)	214,861.01	(97,418.77)	-	-	1,739,699.88
Asset Forfeiture	114,248.83	35,114.33	(250.00)	-	-	-	149,113.16
Lighting & Landscape District	750,452.06	(1,293,317.02)	333,239.74	(296,570.91)	182,000.00	-	(324,196.13)
Housing & Community Development	345.85	-	-	-	-	-	345.85
Environmental Services	1,093,196.25	18,022.50	33,676.57	(8,181.71)	-	-	1,136,713.61
Supplemental Law Enforcement	219,903.00	(43,280.04)	8,333.32	(7,391.66)	-	-	177,564.62
State & Other Grants	(1,188,947.14)	289,322.00	-	-	-	-	(899,625.14)
TDA Grant	367,912.86	2,961.00	-	-	-	-	370,873.86
Federat Grants	1,010,907.32	24,344.73	-	-	-	-	1,035,252.05
ARPA Fund	209,312.13	64,108.00	-	-	-	-	273,420.13
Housing Assistance	8,443,156.26	(147,738.47)	-	(32,960.27)	-	-	8,262,457.52
Community Restitution Fund	135,831.10	18,837.98	2,676.00	-	-	-	157,345.08
Community Facilities District #1	(23,969.49)	(1,657.98)	-	-	-	(36,004.00)	(61,631.47)
Community Facilities District #2	203,743.40	(1,506.77)	-	(521.90)	-	(3,000.00)	198,714.73
Parkland Dedication	4,193,065.23	175,134.19	1,921,136.00	-	-	-	6,289,335.42
Recreation - Private Grants	6,286.72	51.00	-	-	-	-	6,337.72
Adult Center	17,415.41	140.00	-	-	-	-	17,555.41
Special Revenue Fund Total	20,998,134.93	(670,678.39)	2,573,334.18	(443,045.22)	182,000.00	(39,004.00)	22,600,741.50
Debt Service							
Measure O	1,305,672.16	76,648.40	1,226.71	-	-	-	1,383,547.27
LID #30	33,751.53	272.00	-	-	-	-	34,023.53
2016 Refunding Lease Revenue Bond	(158,546.96)	(697,820.86)	5.85	-	191,600.00	-	(664,761.97)
Debt Service Fund Total	1,180,876.73	(620,900.46)	1,232.56	-	191,600.00	-	752,808.83
Internal Service Fund							
Motor Vehicle Pool	1,357,486.54	84,186.65	104,073.75	(76,680.73)	-	(12,500.00)	1,456,566.21
Information Technology Pool	(877,809.39)	(245,923.86)	96,832.65	(88,713.10)	171,475.00	-	(944,138.70)
Worker's Compensation	959,132.41	92,383.59	55,023.20	(23,351.94)	-	-	1,083,187.26
Internal Service Fund Total	1,438,809.56	(69,353.62)	255,929.60	(188,745.77)	171,475.00	(12,500.00)	1,595,614.77
Trust/Agency							
Successor Agency	1,834,215.67	(134,247.15)	4.89	-	-	-	1,699,973.41
West Valley Solid Waste JPA	604,064.66	394,812.67	59,633.92	(47,644.28)	-	-	1,010,866.97
SCC Specialized Enforcement Team	(110,329.79)	(88,558.72)	-	-	-	-	(198,888.51)
Trust/Agency Fund Total	2,327,950.54	172,006.80	59,638.81	(47,644.28)	-	-	2,511,951.87
Capital Project							
Capital Projects Fund	(2,873,290.20)	(1,377,050.55)	-	(73,065.92)	-	-	(4,323,406.67)
Measure O CIP Fund	42,814,164.07	(4,173,712.69)	(35,704.31)	(145,025.55)	-	-	38,459,721.52
Capital Project Fund Total	39,940,873.87	(5,550,763.24)	(35,704.31)	(218,091.47)	-	-	34,136,314.85
Total City	\$ 82,142,725.80	\$ (14,714,808.53)	\$ 8,182,501.97	\$ (3,574,643.73)	\$ 595,079.00	\$ (595,079.00)	\$ 72,035,775.51

*Fund balances are unaudited, and may not include all necessary adjustments. These figures will be updated in future reports once the FY 2023/24 independent audit is completed.

Attachment: 2024.11 Fund Balance Report (Monthly Treasurer's Report (November 2024))



*City
Council
Report*

Item: 4
Category: CONSENT CALENDAR
Meeting Date: January 13, 2025

TITLE: Approval of Plans and Specifications, Authorization to Solicit Bids, Award and Approve Contract, and Other Associated Actions for the Pruneyard Creek Trail Extension (23-LL) (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a resolution: 1) approving the Plans and Specifications for the Pruneyard Creek Trail Extension (23-LL); 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$510,000, plus a 10% contingency of \$51,000; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget adjustments; 8) approving the Maintenance Agreement with Caltrans and authorizing the City Manager to execute said agreement; 9) approving the Trail Easement Agreement with the Pruneyard and authorizing the City Manager to execute said agreement; and 10) approving the Construction License Agreement with the Pruneyard and authorizing the City Manager to execute said agreement.

BACKGROUND

On October 18, 2016, the City Council adopted Resolution No. 12068 approving a Master Use Permit for the Pruneyard Shopping Center and Offices. The resolution included a Condition of Approval requiring the provision of creating a bicycle pathway as a trail extension from the Los Gatos Creek Trail to Campbell Avenue via Caltrans right-of-way east of State Route 17.

The pathway would provide a connection from the existing Los Gatos Creek trail spur adjacent to the Pruneyard Shopping Center parking garage to the north side of East Campbell Avenue, adjacent to the "Portals". It would provide a safe, continuous trail connection from the Los Gatos Creek Trail to East Campbell Avenue (Attachment B) with the Pruneyard to the east and State Route 17 to the west. Current access to East Campbell Avenue from the Los Gatos Creek Trail requires bicyclists and pedestrians to utilize active parking lots on the north side of East Campbell Avenue either within the Pruneyard Shopping Center or at the Campbell Inn or travel through to Campbell Park on the south side of East Campbell Avenue. The land proposed for the trail extension is

within Caltrans right-of-way; therefore, would require approval by Caltrans to allow the construction and a trail for public use on its land.

During a span of more than four years, Pruneyard ownership/management attempted to work with Caltrans to design and construct a bicycle pathway, i.e. trail extension within Caltrans right-of-way on numerous attempts but was unsuccessful. It became evident that the City's involvement (as a public agency) would be necessary to advance the project through Caltrans. On February 16, 2021, a Fund Transfer Agreement was executed between the City and the Pruneyard whereby the City would take over the design and construction of the bicycle pathway/trail extension project as Caltrans is typically accustomed to working with other public agencies. In return, the Pruneyard contributed \$250,000 to the project based on very preliminary cost estimates for construction at the time and not having complete information about Caltrans' requirements. The project was subsequently added to the City's Capital Improvement Program (CIP) as Pruneyard Creek Trail Extension, Project 23-LL (Project).

Staff hoped to begin discussions immediately with Caltrans but to no avail as no division in Caltrans was prepared to work with the City in utilizing a portion of the Highway 17 right-of-way for the creek trail extension. On June 5, 2023, staff was finally successful in obtaining Caltrans support. The next steps would require the City to provide Caltrans with design plans along with full adherence to Caltrans requirements. Staff seized the willingness from Caltrans to work with the City and made it a priority to immediately bring on a consultant who is familiar with the site and knowledge of Caltrans encroachment permit process.

DISCUSSION

Staff estimated the consultant services required to design the Project would be under fifty thousand dollars. On July 24, 2023, HMM Engineers was contracted to provide design services and to process an encroachment permit through Caltrans. By hiring HMM Engineers, the City is able to leverage the prior work by HMM Engineers on the Pruneyard site and their experience with Caltrans processes.

In the time since the City became the lead agency on the Project, Caltrans has been very cooperative and supportive of the Project. On January 19, 2024, Caltrans issued an approved encroachment permit to construct the Project on Caltrans right-of-way for public use. On June 12, 2024, the Maintenance Agreement (Attachment C) was finalized, memorializing the City's responsibility to maintain the new trail connection. Staff is requesting that Council approve the Caltrans Maintenance Agreement and authorize the City Manager to execute the agreement on behalf of the City.

Caltrans approved a minimum width of 15 feet for the trail extension. To meet this requirement and due to the limited level space available, the removal of 22 trees (varying in size from 6-inches to 48-inches diameter) in Caltrans right-of-way will be necessary. Caltrans has not required or requested any mitigation for the removal of these trees as Caltrans generally does not want trees planted in their right-of-way.

This Project will connect directly to the existing pathway on the Pruneyard's property along the western side of the Pruneyard parking garage. To ensure that this existing portion of the pathway remains available to the public and cannot be closed by the Pruneyard at some future date, a separate Public Access Easement Agreement (Attachment D) was negotiated with the Pruneyard. In return for granting the City a public easement over the existing pathway, the City has agreed to take over maintenance of the pathway. Additionally, a separate (Construction) License Agreement (Attachment E) was negotiated to allow temporary permission to work within small areas of the Pruneyard's private property as needed during construction. Staff is requesting that Council approve the Trail Easement Agreement and the Construction License Agreement and authorize the City Manager to execute both agreements on behalf of the City.

Due to the location of the pathway and its proximity to a freeway, there was a concern regarding the potential presence of aerially deposited lead (ADL) within the area of work. The presence of ADL is a common issue along older, high volume freeway alignments due to gasoline containing lead prior to 1976, with vehicle exhaust depositing lead on land adjacent to the freeways. As the costs associated with the disposal of this potentially contaminated soil could be excessive, staff entered into a Consultant Agreement with Cornerstone Earth Group to sample and test the soil for lead and other common contaminants. On November 26, 2024, the final report indicates that any contaminants were below hazardous thresholds, and the exported soil would not need to be sent to a hazardous materials disposal site.

During the design process, the Project was presented to the Campbell Bicycle and Pedestrian Advisory Committee and to the Campbell Parks and Recreation Commission in March and April of 2024, respectively. The Project received support from both committees.

The final plans and specifications for the Pruneyard Creek Trail Extension, Project 23-LL are now complete and can be [viewed online here](#).

Project Schedule

The following is the anticipated schedule:

Approval of Final Plans and Specifications	January 13, 2025
Advertise for Bids	January 17, 2025
Opening of Bids & Award Contract	February 12, 2025
Construction Begins	Spring 2025
Construction Completed	Summer 2025

FISCAL IMPACT

The original source of funding for this project was a \$250,000 contribution from the Pruneyard which was appropriated as part of the Capital Improvement Program (CIP) for Fiscal Year 2022/23. The final engineer's cost estimate for the construction is \$510,000. Adding a 10% construction contingency of \$51,000, the total estimated construction cost is \$561,000. Design costs also equal \$59,000 and Construction Engineering costs equal \$84,150. This results in a total project cost of **\$704,150** and budget shortfall of **\$454,150**.

The final engineer's estimate for the Project is significantly more than originally envisioned. Construction cost escalation over the last several years is a major contributor. Compliance with additional Caltrans requirements related to fencing and gates, drainage, and trail width were also factors in the higher than anticipated construction cost. With that in mind, staff began exploring alternate funding sources that could be used to fund the project.

On October 3, 2024, VTA's Board of Directors approved a Transportation Fund for Clean Air (TFCA) grant in the amount of \$39,600 and a Transportation Development Act (TDA) Article 3 grant in the amount of \$61,847 for the Project. The Project is an appropriate use of Parkland Dedication funds into the expansion of safe and convenient access to the Los Gatos Creek Trail. Furthermore, the Parkland Dedication funds have an adequate fund balance to support \$352,703 towards the Project.

Therefore, to address the funding shortfall of \$454,150, the proposed budget adjustments are:

1. Allocate \$39,600 of TFCA funds
2. Allocate \$61,847 of TDA funds
3. Allocate \$352,703 of Parkland Dedication funds

The anticipated Source and Use of Funds for the Project are as follows:

SOURCE OF FUNDS

	Adopted Budget	Budget Adjustment	Adjusted Budget
Developer Contribution	\$250,000		\$250,000
TFCA Grant		\$39,600	\$39,600
TDA Article 3 Grant		\$61,847	\$61,847
Parkland Dedication Fund		\$352,703	\$352,703
TOTAL	\$250,000	\$454,150	\$704,150

ANTICIPATED USE OF FUNDS

	Updated Budget
Design	\$59,000
Construction Engineering	\$84,150
Construction Contract & Contingency	\$561,000
TOTAL	\$704,150

The proposed Resolution has been prepared for: 1) approving the Plans and Specifications for the Pruneyard Creek Trail Extension (23-LL); 2) authorizing the solicitation of bids; 3) awarding and approving the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$510,000, plus a 10% contingency of \$51,000; 4) authorizing the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; 5) authorizing the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorizing the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorizing the Finance Director to perform associated budget adjustments; 8) approving the Maintenance Agreement with Caltrans and authorizing the City Manager to execute said agreement; 9) approving the Trail Easement Agreement with the Pruneyard and authorizing the City Manager to execute said agreement; and 10) approving the Construction License Agreement with the Pruneyard and authorizing the City Manager to execute said agreement.

ALTERNATIVES

1. Do not approve the Project Plans and Specifications and direct staff to re-scope the Project.
2. Approve the Project Plans and Specifications but direct staff to find an alternate source of funding other than Parkland Dedication funds.

Prepared by:



 Amy Olay, City Engineer

Reviewed by:



 Todd Capurso, Director of Public Works

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution
- b. Location Map
- c. Caltrans Maintenance Agreement
- d. Pruneyard Public Access Easement Agreement
- e. Pruneyard License Agreement
- f. Budget Adjustment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING SOLICITATION OF
BIDS, AWARDING AND APPROVING CONTRACT, AND OTHER ASSOCIATED
ACTIONS FOR THE PRUNEYARD CREEK TRAIL EXTENSION (23-LL)**

WHEREAS, on October 18, 2016, the City Council adopted Resolution No. 12068 approving a Master Use Permit for the Pruneyard Shopping Center and Offices. The resolution included a Condition of Approval requiring the provision of creating a bicycle pathway as a trail extension from the Los Gatos Creek Trail to Campbell Avenue via Caltrans right-of-way east of State Route 17; and

WHEREAS, the pathway would provide a safe, continuous connection from the existing Los Gatos Creek trail spur adjacent to the Pruneyard Shopping Center parking garage to the north side of East Campbell Avenue next to the “Portals”; and

WHEREAS, the Pruneyard attempted to work with Caltrans to design and construct a bicycle pathway within Caltrans right-of-way on numerous attempts but was unsuccessful; and

WHEREAS, on February 16, 2021, a Fund Transfer Agreement was executed between the City and the Pruneyard whereby the City would take over the design and construction of the bicycle path project as Caltrans is typically accustomed to working with other public agencies; and

WHEREAS, in return, the Pruneyard contributed \$250,000 to the project based on very preliminary cost estimates for construction at the time and not having complete information about Caltrans’ requirements; and

WHEREAS, the project was subsequently added to the City’s Capital Improvement Program (CIP) as Pruneyard Creek Trail Extension, Project 23-LL (Project); and

WHEREAS, on June 5, 2023, staff was successful in getting Caltrans support for the project; and

WHEREAS, on July 24, 2023, HMH Engineers was contracted to provide design services and to process an encroachment permit through Caltrans; and

WHEREAS, on January 19, 2024, Caltrans issued an approved encroachment permit to construct the Project on Caltrans right-of-way for public use, and on June 12, 2024, Caltrans finalized the Maintenance Agreement, memorializing the City’s responsibility to maintain the new trail connection; and

WHEREAS, during the design process, the Project was presented to the Campbell Bicycle and Pedestrian Advisory Committee and to the Campbell Parks and Recreation Commission in March and April of 2024, respectively, receiving support from both committees; and

WHEREAS, the Project will connect directly to the existing pathway on the Pruneyard’s property along the western side of the Pruneyard parking garage; and

WHEREAS, a separate Public Access Easement Agreement was negotiated with the Pruneyard to ensure that this existing portion of the pathway remains available to the public and cannot be closed by the Pruneyard at some future date; and

WHEREAS, with the public easement over the existing pathway, the City has agreed to take over maintenance of the pathway; and

WHEREAS, a separate (Construction) License Agreement was negotiated to allow temporary permission to work within small areas of the Pruneyard’s private property as needed during construction; and

WHEREAS, staff recommends a budget adjustment increasing the project budget by \$454,150 for a total Project budget of \$704,150, as follows: allocate \$39,600 of Transportation Fund for Clean Air (TFCA) grant funds; allocate \$61,847 of Transportation Development Act (TDA) Article 3 grant funds; and allocate \$352,703 of Parkland Dedication funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby 1) approve the Plans and Specifications for the Pruneyard Creek Trail Extension (23-LL); 2) authorize the solicitation of bids; 3) award and approve the subsequent construction contract to the lowest, responsive bidder, in an amount not to exceed \$510,000, plus a 10% contingency of \$51,000; 4) authorize the City Manager to execute said contract as specified in Campbell Municipal Code Section 3.20.100; 5) authorize the City Engineer to negotiate and execute contract change orders up to and within the allocated construction contingency; 6) authorize the Public Works Director to reject bids and rebid the project, should bids received have unamenable irregularities; 7) authorize the Finance Director to perform associated budget adjustments; 8) approve the Maintenance Agreement with Caltrans and authorize the City Manager to execute said agreement; 9) approve the Trail Easement Agreement with the Pruneyard and authorize the City Manager to execute said agreement; and 10) approve the Construction License Agreement with the Pruneyard and authorize the City Manager to execute said agreement.

PASSED AND ADOPTED this ___ day of _____ 2025, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution (Approval of PS&E - Pruneyard Creek Trail Extension)

Proposed Trail Extension to East Campbell Avenue



LOS GATOS CREEK TRAIL

Existing Trail Connection to The Pruneyard

SITE MAP



South Bascom Avenue

Existing Alternate Connection to East Campbell Avenue

Existing Alternate Connection to East Campbell Avenue

Portals Project

East Campbell Avenue

CAMPBELL PARK

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH CITY OF CAMPBELL**

THIS AGREEMENT is made effective this ____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Campbell; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

- 1. Encroachment Permit Number 04-23-N-MC-2150, dated January 8, 2024 was executed between CITY and STATE to construct a Class I bikeway within the STATE Right of Way adjacent to State Route (SR) 17 and along the westerly boundary of The Pruneyard Shopping and Office Complex, hereinafter referred to as "PATH"; and
- 2. In accordance with said Encroachment Permit, it was agreed by PARTIES that prior to or upon PATH completion, CITY and STATE will enter into a Maintenance Agreement; and
- 3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of PATH constructed within the STATE right of way under the Encroachment Permit Number 04-23-N-MC-2150; and
- 4. The PARTIES executed prior Freeway Maintenance Agreement(s) with CITY dated January 10, 1960. This AGREEMENT shall not supersede the PARTIES' prior Freeway Maintenance Agreement(s) dated January 10, 1960.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

- 1. Exhibit A consists of plan drawings which delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
- 2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.

Attachment: Caltrans Maintenance Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

3. CITY must apply for and obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
4. The maintenance functions assigned to CITY, at CITY's expense, with regards to PATH are as follows:

4.1. PATH PAVEMENT

CITY will perform PATH pavement repair and replacement, crack sealing, pothole patching, pavement resurfacing (overlay), and emergency pavement maintenance as a result of normal wear and tear from public use of PATH. CITY will maintain: a safe facility for pedestrian and bicycle travel along the entire length of PATH, and is solely responsible for all PATH, fences (except STATE access control fence), handrails, guard railing, curb and gutter, drainage facilities at grade, slope and structural section pavement of PATH located and constructed within STATE's right of way.

4.2. LITTER AND GRAFFITI

CITY shall perform cleanup; debris and litter removal and sweeping operations necessary to maintain the width limits of the PATH, as shown in Exhibit A, in a neat and clean usable condition, free of graffiti. Litter, debris, and graffiti include, but are not limited to, all sand, paper, garbage, and other items resulting from public access. CITY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 4 Transportation Art Coordinator.

4.3. VEGETATION CONTROL

CITY will perform vegetation control of all vegetative material growing within the designated width limits of the PATH as shown on Exhibit A, including treatment by means of brush control and tree trimming. CITY will perform routine tree maintenance limited to minor trimming as required to maintain horizontal and vertical clearance adjacent to and over the PATH. CITY will control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the Landscape

Specialist, Maintenance Support, Caltrans District Office, 111 Grand Avenue (MS-4A), Oakland, CA 94612.

4.4. SIGNS

CITY shall maintain all City signage placed on or immediately adjacent to PATH for the purpose of warning or regulating PATH traffic.

4.5. STRIPING

CITY shall maintain all striping and pavement markings required for the direction and operation of PATH traffic.

4.6. SAFETY DEVICES

The maintenance, repair, replacement and cleaning of PATH safety devices such as bollards, gates, cleaning guideposts and markers are CITY's responsibilities.

4.7. DRAINAGE

CITY shall maintain all drainage facilities built including swale, gutter, drainage inlets for PATH. These duties include but not limited to preventing drainage obstructions and maintaining worn/damaged drainage facilities.

4.8. LANDSCAPED AREAS

CITY is responsible for the maintenance of any plantings or other types of roadside improvements of PATH lying outside of the fenced area restricting walk-on access to the freeway as shown on Exhibit A.

4.9. ACCESS

The STATE reserves its unrestricted right to use all areas within the STATE right of way for future construction, reconstruction, expansion, or modification, including inspection and maintenance purposes. STATE will have the use of PATH as a service road for its operations and maintenance vehicles. STATE will be responsible for any repair and/or replacement for damages incurred to PATH and PATH components as a result of its use of PATH as a service road.

5. LEGAL RELATIONS AND RESPONSIBILITIES

5.1. No Third Party Beneficiaries. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by

imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

5.2. Indemnification.

5.2.1 Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement. This section shall survive termination of this Agreement.

5.2.2 Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement. This section shall survive termination of this Agreement.

6. PREVAILING WAGES:

6.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

6.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed

by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

7. **INSURANCE** - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
8. **TERMINATION** - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
9. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 8 above.
10. **PARTIES NOT AGENTS.** Except as Parties may specify in writing, a Party shall have no authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. A Party shall have no authority, express or implied, pursuant to this Agreement to bind the other Party to any obligation whatsoever.
11. **DISPUTE RESOLUTION.** The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code sections 9204(e), 20104-20104.6, but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.

12. **COMPLETE AGREEMENT.** This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the maintenance of the PATH matters. This Agreement supersedes any previous written or oral agreements between the Parties. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral) regarding maintenance of the PATH, the terms of this Agreement shall control.
13. **SEVERABILITY.** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. **WAIVER.** Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
15. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with California law.
16. **NOTICE.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case notice is effective when delivered; (c) priority U.S. Mail, in which case notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service. Notices shall be addressed to recipient as follows:

To CITY:

City of Campbell
 Attn: Public Works Director
 Department of Public Works
 70 N. First St.
 Campbell, CA 95008
 (408) 866-2150
 publicwork@campbellca.gov

To STATE:

Deputy District Director of
 Maintenance
 State Department of Transportation
 District 4
 111 Grand Avenue Oakland, CA
 94623-0660

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

17. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

18. **Cost.** Any PARTY who is assigned obligation under this Agreement shall complete them at their own costs, unless expressly stated otherwise in this Agreement.
19. **Effective Date.** This Agreement shall become effective on the last of the dates each PARTY's authorized representatives has executed this Agreement.
20. **Authority.** Each individual executing this Agreement on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this Agreement. CITY represents and certifies that it has, through its regular political process, authorized the execution of this Agreement by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.
21. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written Agreement and shall have the same force and effect a manual signature for this Agreement.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

[Signatures of following page.]

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF CAMPBELL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
BRIAN LOVENTHAL
City Manager

By: _____ Date
LEAH BUDU
Deputy District Director
Maintenance District

Initiated and Approved

By: _____
Director of Public Works

ATTEST:

By: _____
ANDREA SANDERS
CITY Clerk

By: _____
CITY Attorney

Attachment: Caltrans Maintenance Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

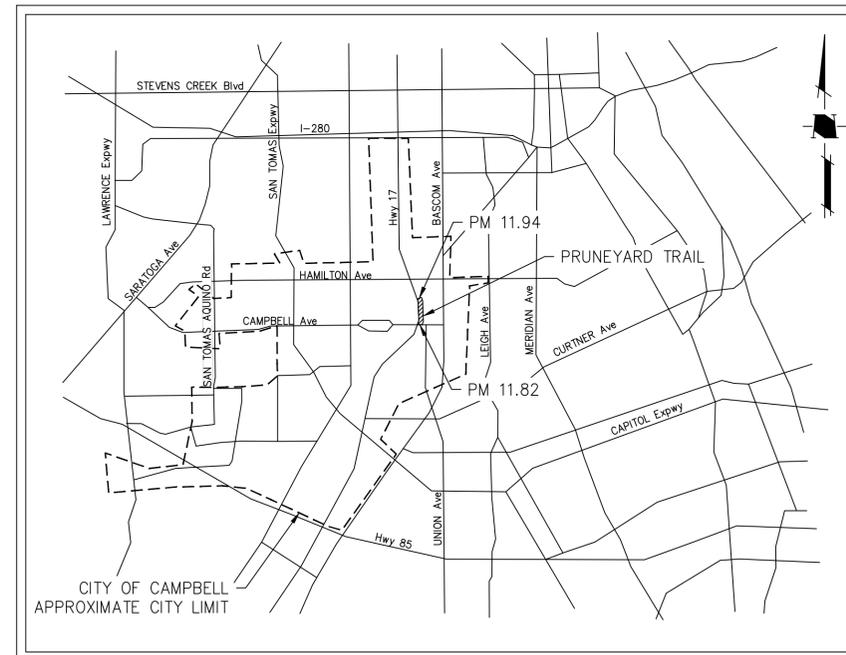
EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

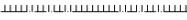
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE AGREEMENT
 WITH
CITY OF CAMPBELL
 FOR THE
PRUNEYARD TRAIL EXTENSION

EXHIBIT A
 04-SCI-17
 PM 11.82/11.94



LEGEND:

-  AREA WITHIN STATE RIGHT OF WAY TO BE MAINTAINED BY THE CITY
-  PROPOSED CLASS I PATH
-  EXISTING TREE
-  STATE R/W
-  PROPERTY LINE
-  EASEMENT
-  PROPOSED CHAIN LINK FENCE
-  PROPOSED CHAIN LINK GATE

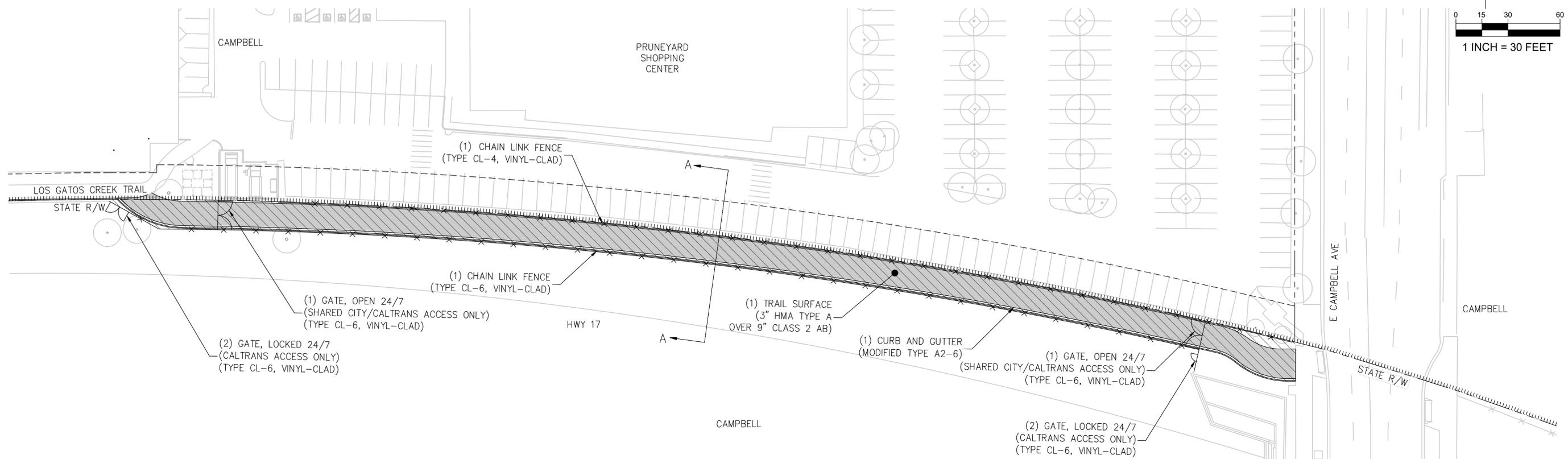
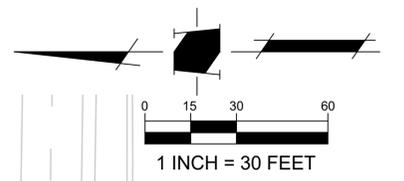
NOTES:

- (1) INDICATES ITEMS TO BE MAINTAINED BY THE CITY OF CAMPBELL.
- (2) INDICATES ITEMS TO BE MAINTAINED BY THE CALTRANS.

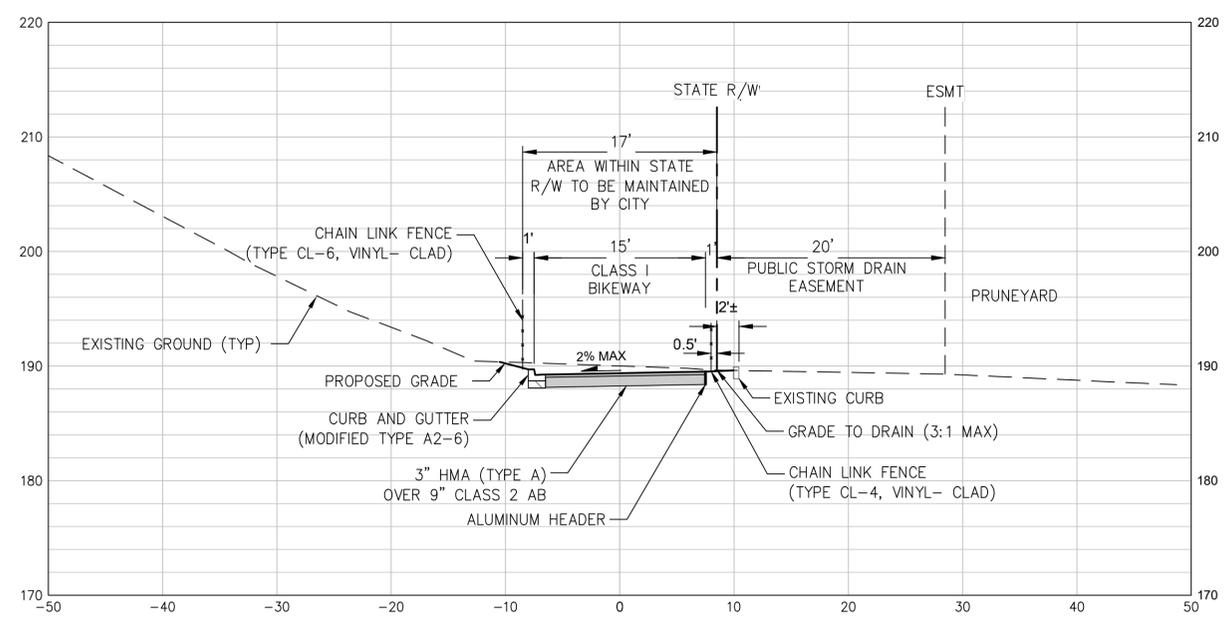
LOCATION MAP
 PRUNEYARD TRAIL EXTENSION
 CITY OF CAMPBELL, CALIFORNIA
 NOVEMBER 2023

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 MAINTENANCE AGREEMENT
 WITH
 CITY OF CAMPBELL
 FOR THE
 PRUNEYARD TRAIL EXTENSION

EXHIBIT A
 04-SCI-17
 PM 11.82/11.94



TYPICAL PLAN



TYPICAL SECTION A - A

PLAN AND SECTION
 PRUNEYARD TRAIL EXTENSION
 CITY OF CAMPBELL, CALIFORNIA
 NOVEMBER 2023

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/24/2024

PRODUCER

San Francisco-Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

City of Campbell
c/o Pooled Liability Assurance Network JPA
1750 Creekside Oaks Drive, Suite 200
Sacramento CA 95833

PROGRAM AFFORDING COVERAGE

A: PLAN JPA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GAL 2024-25	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$
A	AUTOMOBILE LIABILITY	GAL 2024-25	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder is an additional covered party for covered claims arising out of the covered activity stated below and is subject to the limits stated above.

As respects the Maintenance Agreement between the State of California Department of Transportation and City of Campbell for the Pruneyard Creek Trail Extension; State of California Department of Transportation, its officers, agents and employees are named as additional covered parties with regard to any negligent acts or omissions of the City of Campbell, its officers, official employees and volunteers.

CERTIFICATE HOLDER

State of California Department of Transportation District 4
111 Grand Avenue
Oakland CA 94623

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



Attachment: Caltrans Maintenance Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)



1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
(800) 541-4591 Fax (916) 244-1199
<https://www.planjpa.org/>

PLAN JPA
Memorandum of Coverage
MOC #: GAL 2024-25
MOC Issued Date: 07/01/2024

Who is a Covered Party

3. Any person or organization to whom or to which the Entity is obligated by virtue of a written contract to provide coverage such as is afforded by this Memorandum, but only with respect to:
- a. Operations performed by the Entity, or
 - b. Operations performed by such person or organization on behalf of the Entity, or
 - c. Property (including vehicles and facilities) owned by the Entity and used by such person or organization, or
 - d. Property (including vehicles and facilities) owned by such person or organization and used by the Entity.

California Affiliated Risk Management Authorities

1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 80724661

Certificate Holder: California Department of Transportation District 4

111 Grand Avenue
Oakland, CA 94623

Covered Party: PLAN - City of Campbell

Description of Covered Activity: As respects the agreement between the City of Campbell and the Department of Transportation regarding the construction of a Class I bikeway within the STATE Right of Way adjacent to State Route (SR) 17 and along the westerly boundary of The Pruneyard Shopping and Office Complex; the State of California Department of Transportation, its officers, agents and employees are additional covered parties with regard to any negligent acts or omissions of the City of Campbell, its elected officials, directors, officers, employees, volunteers, representatives, and agents as pertains to the approved activities listed in the agreement.

Memorandum of Coverage Number:

CARMA 2024-GL

Effective Date: 7/1/2024

Expiration Date: 7/1/2025

Limits: \$5,000,000 (per occurrence)

Excess of: \$1,000,000

The Following Coverage is in effect:

General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is sub to the limits stated above.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the Covered Party named above as well as to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the California Affiliated Risk Management Authorities, which are available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 6/27/2024

Renewal: Yes **Underlying Certificate Issued:** Yes

Authorized Representative Signature:



Attachment: Caltrans Maintenance Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)



1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
(800) 541-4591 Fax (916) 244-1199
<https://www.planjpa.org/>

November 21, 2023

California Department of Transportation District 4
111 Grand Avenue
Oakland, CA 94623

Re: Statement of Self-Insurance for the City of Campbell Related to Project Specific Maintenance Agreement with the State of California Department of Transportation for the City of Campbell at the Pruneyard Creek Train Extension

To Whom It May Concern,

The purpose of this letter is to certify that the City of Campbell is a self-insured covered member of the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) covering third-party claims arising out of its general operations (general liability and automobile liability). PLAN JPA self-insures up to \$1,000,000 per occurrence, and obtains excess coverage up to \$35,000,000 through various excess providers.

This letter is issued as a matter of information only and confers no rights onto any other party. This letter does not amend, extend, or alter coverage afforded by the Liability Memorandum of Coverage.

If you need any additional information, please do not hesitate to contact me directly at katie.sullivan@sedgwick.com.

Thank you,

A handwritten signature in black ink that reads "Katie Sullivan". The signature is written in a cursive, flowing style.

Katie Sullivan
PLAN JPA Assistant General Manager

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Campbell
Attn: City Clerk
70 N. First Street
Campbell, CA 95008

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

(Space above this line reserved for Recorder's use only)

PUBLIC ACCESS EASEMENT AGREEMENT

This Public Access Easement Agreement ("Agreement"), dated as of September 24, 2024, for reference purposes only, is made by and between Pruneyard Office Investors, LLC a Delaware limited liability company ("Grantor") and the City of Campbell, a municipal corporation of the State of California ("Grantee" or "City").

Grantor is the owner of certain real property situated in the City of Campbell, in the County of Santa Clara, California commonly known as 1901, 1909, 1919 and 1999 S. Bascom Avenue and commonly referred to as office parcel at The Pruneyard ("Property") and more particularly described in Exhibit A attached hereto and incorporated herein.

The Pruneyard Center Association, a California nonprofit corporation, manages the common areas in The Pruneyard, including those located on the Property.

GRANT OF EASEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a nonexclusive easement and right-of-way for public use, including the right of ingress and egress, and access to construct, inspect, and maintain, and to use for public purposes, upon, across, over, under and along for a pedestrian and bicycle trail as its primary use over and across a portion of the Property described and shown in Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference ("Trail Easement").

Grantor reserves the right to relocate the Trail Easement at Grantor's sole cost and expense, subject to review and approval of the City, which shall not be unreasonably withheld. When the Trail Easement is relocated, the parties shall record an amendment to this Agreement identifying the new location of the Trail Easement.

Grantors hereby dedicate the Trail Easement to Grantee and Grantee hereby agrees to accept the dedication of the Trail Easement through Grantee's execution of a Certificate of Acceptance.

TERM

Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

The Trail Easement is granted so long as the pedestrian and bicycle trail exists and so long as it is open to the public (except that it may be closed for reasonable periods to the public for temporary hazardous conditions, construction, inspections, maintenance, and repair without extinguishing the Trail Easement).

MAINTENANCE

Grantee is responsible for constructing, maintaining and repairing the Trail Easement, including the pedestrian and bicycle trail and all associated improvements, in good condition and repair. All maintenance and repair shall comply with City standards, at a minimum. Grantee shall further perform the following:

- a. Regularly maintain the Trail Easement to ensure it is clean and in good repair and working order, and in a way that presents a healthy, neat and orderly appearance.
- b. Maintain all landscaped, paved and hardscaped areas in clean and reasonably weed-free condition, and keep such areas reasonably clear of dirt, mud, trash, debris and other unsafe or unsightly materials.
- c. Upon receiving notice of a violation of a City Municipal Code provision, Grantee will undertake reasonable efforts to enforce all existing and legally enforceable City Municipal Codes, including but not limited to Chapter 6.40 (Camping and Storage of Personal Property) and Chapter 6.10 (Nuisance Abatement and Administrative Penalties), or their successor Ordinances, to ensure the Trail Easement is used only for its intended recreational purposes as a bicycle and pedestrian path.
- d. Perform such other acts that are reasonably necessary or desirable to preserve and protect the improvements and the appearance, safety, and operation thereof in accordance with this Agreement and the foregoing standards.

If Grantor in good faith believes Grantee has failed in any material respect to adequately maintain the Trail Easement so as to accommodate public bike and pedestrian access pursuant to this Agreement, Grantor may give 30 days' written notice to Grantee that the Trail Easement is in need of maintenance or repair, specifying the nature of the needed repair or maintenance. If Grantee fails to perform the repair or maintenance deemed necessary by Grantor within such 30-day period, Grantor and its representatives and contractors shall have the right to enter upon the Trail Easement for the purpose of performing such work, and Grantor may thereafter obtain reimbursement from Grantee for the actual and reasonable cost thereof.

NONEXCLUSIVE EASEMENT

This Trail Easement is nonexclusive. Grantor retains the right to make any use of the Trail Easement, including the right to grant concurrent easements on, over, or under the Trail Easement to third parties, provided such use or uses do not unreasonably interfere with Grantee's and the public's use and enjoyment of the Trail Easement. The Trail Easement shall have priority over any subsequently granted easement to a third party.

Grantor reserves to itself the continued use of the Trail Easement consistent with the terms of this Agreement. Grantor agrees for itself, its successors, and assigns, not to erect, place, or maintain, or to permit the erection, placement, or maintenance of, any buildings, structures, or similar improvements on the Trail Easement that would unreasonably interfere with Grantee's and the public's ability to use the Trail Easement as set forth herein. Should any such structure be erected in violation of this provision, Grantee or its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause Grantors to remove, any building or structure erected upon or over the Trail Easement.

ENCROACHMENTS

The Trail Easement is subject to all existing encroachments of utilities and improvements on, over, or under the Trail Easement, and to all future encroachments of utilities and improvements constructed or installed on or around the Trail Easement (provided, however, that, pursuant to the above, Grantor shall not grant or make future improvements or modifications, or erect any structure, building, or fencing that unreasonably interfere with the right to access and use the Trail Easement pursuant to this Agreement by Grantee or the public).

USE AT OWN RISK

Use of any portion of the Trail Easement by Grantee or the public is solely at their own risk. Grantor assumes no duty to or for the benefit of the public for defects in the location, design, installation, maintenance, or repair of any improvements within the Trail Easement, for any unsafe conditions within the Trail Easement, for the failure to inspect for or warn against possibly unsafe conditions, or to close the Trail Easement to public access when unsafe conditions may be present. Grantor agrees to dedicate the Trail Easement such that the pedestrian and bicycle trail can connect to be a part of the City of Campbell's public recreational system, however Grantee has no responsibility associated with this connection. This Trail Easement is thus a "a public easement" granted to a "public entity" within the meaning of California Government Code §831.4 and will be used for "recreational purposes" within the meaning of California Civil Code §846. As such, the Grantors and Grantee may avail themselves of the protections of any applicable law providing immunity relating to this recreational easement. Grantor is not responsible for the acts or omissions of Grantee or any member of the public in, on, or about the Trail Easement, and Grantor shall have no liability for the acts or omissions of such parties, except for those arising from the gross negligence or willful acts or omissions of Grantor or its agents, employees, vendors, or contractors. Any member of the public who utilizes the Trail Easement shall assume the risk thereof. Grantor shall not be liable to Grantee or the public for any damage to, or loss (by theft or otherwise) of, any property of Grantee or of any other person, or any losses, damages, liabilities, expenses, claims or demands of any character, direct or consequential, arising out of the use of the Easement, including, but without limiting the generality of the foregoing, injury to or death of any person, irrespective of the cause, except to the extent attributable to the gross negligence or willful misconduct of Grantor, its employees, agents, successors, or assigns.

NO PERSONAL LIABILITY OF GRANTOR

Any liability of Grantor under this Agreement shall be limited to Grantor's interest in the Trail Easement, and in no event shall any personal liability be asserted against Grantor or its successors or assigns.

TRANSFER OF SERVIENT TENEMENT

The Trail Easement shall run with the title to the land and any portion thereof. Grantor further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to the Trail Easement which shall apply to, bind, and be obligatory to all present and subsequent owners of the Property or any portion thereof. Upon the transfer of the Property to a successor party, the successor party shall constitute the "Grantor" hereunder and all predecessors-in-interest to such successor party shall be fully relieved of Grantor's obligations hereunder arising after the effective date of such transfer and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Property.

SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

GRANTOR:

Pruneyard Office Investors LLC,
a Delaware limited liability company

by: EPL Pruneyard Office Investors LLC,
a California limited liability company
its Managing Manager

by: Ellis Partners LLC
a California limited liability company
its Manager



Name: **MELINDA ELLIS EVERS**
Title: **Managing Member**

9.24.24

Date

ACKNOWLEDGED:

Pruneyard Center Association,
A California nonprofit corporation



Name: **Will Miller**
Title: **President**

9/24/24

Date

GRANTEE:

City of Campbell,
A California municipal corporation

City Manager

Date

APPROVED AS TO FORM:

City Attorney

Date

ATTEST:

City Clerk

Date

Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On September 24 2024 before me, K.J. Toci Notary Public
(insert name and title of the officer)

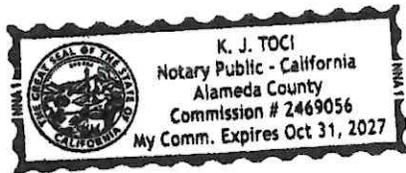
personally appeared Melinda Ellis Evers,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature KJ Toci

(Seal)



Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

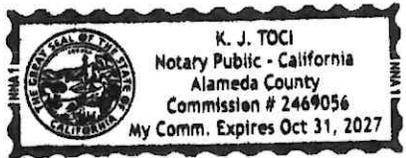
On September 24, 2024, before me, K.J. Toci Notary Public
(insert name and title of the officer)

personally appeared Will Miller,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature KJ Toci (Seal)



Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

CERTIFICATE OF ACCEPTANCE

ACCEPTED ON THIS _____ day of _____, 2024 for and on behalf of the City of Campbell, a Municipal Corporation, of the State of California, pursuant to Resolution No. 749, recorded in Book 5609 – Page 180 Santa Clara County Records.

Andrea Sanders, City Clerk
City of Campbell, California

Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

EXHIBIT A
Property

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1 of Parcel Map filed for record May 18, 2017 in Book 904 of Maps, at pages 9 - 10 in the Office of the County Recorder, County of Santa Clara, State of California.



July 7, 2024
HMH 6660.00.270
Page 1 of 1

EXHIBIT "B"
LEGAL DESCRIPTION
TRAIL EASEMENT

REAL PROPERTY in the City of Campbell, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed for record on May 18, 2017, in Book 904 of Maps, page 9, in the Official Records of Santa Clara County, described as follows:

BEGINNING at the northwesterly corner of said Parcel 1, being on the easterly line of Route 17; Thence along the northerly line of said Parcel 1, South 89°53'10" East, 13.08 feet; Thence southerly, along a non-tangent curve to the right, having a radius of 2,813.00 feet, whose center bears South 83°55'04" West, through a central angle of 02°39'50" for an arc length of 130.78 feet; Thence South 86°34'54" West, 3.00 feet; Thence southerly, along a non-tangent curve to the right, having a radius of 2,810.00 feet, whose center bears South 86°34'54" West, through a central angle of 04°00'18" for an arc length of 196.42 feet; Thence North 89°24'48" West, 10.00 feet, to the easterly line of Route 17; Thence along said easterly line, northerly, along a non-tangent curve to the left, having a radius of 2,800.00 feet, whose center bears North 89°24'48" West, through a central angle of 06°41'52" for an arc length of 327.31 feet, to the **POINT OF BEGINNING**.

Containing 3,666 square feet, more or less.

Basis of Bearings

The bearing "West" of the monument line of East Campbell Avenue from Union Avenue to South Bascom Avenue as shown on that certain Parcel Map filed for record in Book 904 of Maps, page 9, Santa Clara County Records, was adopted as the basis of bearings.

As shown on Exhibit "C" attached hereto and made a part hereof.

END OF DESCRIPTION

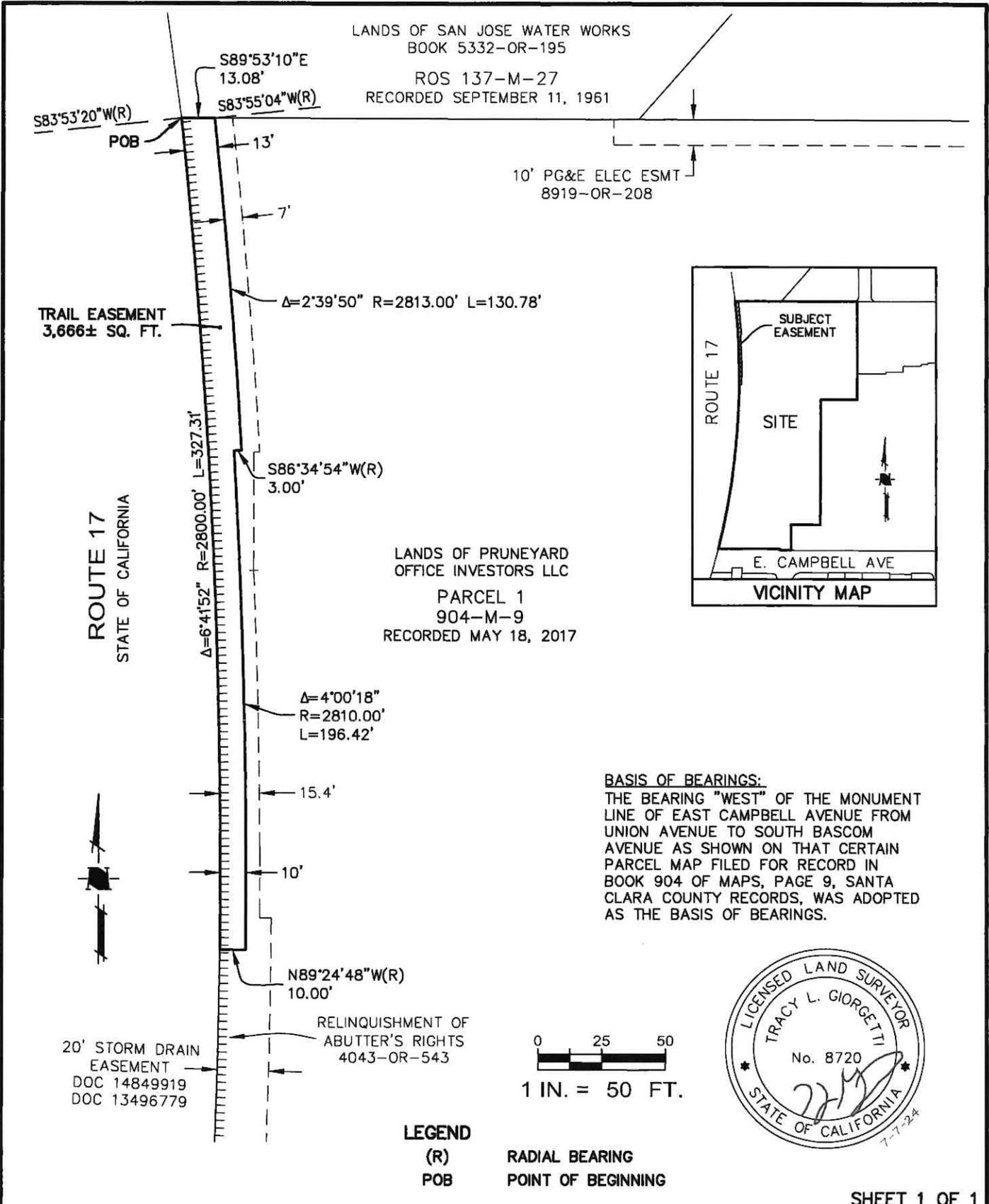
This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 7-7-24


Tracy L. Giorgetti, LS 8720



EXHIBIT C
Easement Plat



Attachment: Pruneyard Public Access Easement Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

Date:	2024-07-07
Designed:	JW
Drawn:	RF
Checked:	TG
Proj. Eng.:	JW
666000PL01	

1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMMca.com

EXHIBIT "C"
PLAT TO ACCOMPANY LEGAL DESCRIPTION:
TRAIL EASEMENT
CAMPBELL CALIFORNIA

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of this 24th day of September, 2024 (“Effective Date”), by the Pruneyard Office Investors LLC, a California limited liability company (“Owner”) and the City of Campbell, a public agency (“City”). Each is referred to individually as a “Party” and collectively, as the “Parties.”

Recitals

A. Owner owns the real property located in the City of Campbell, County of Santa Clara, State of California located at 1901, 1909, 1919 and 1999 S. Bascom Avenue commonly referred to as the office parcel at The Pruneyard (“Property”).

B. The Pruneyard Center Association, a California nonprofit corporation (“Association”) manages the common areas in located at The Pruneyard, including those located on the Property.

C. The City has plans to construct an extension to the Pruneyard Trail (“Trail Extension”) and desires to obtain a temporary license for construction access and staging at the Property over the area depicted on Exhibit A, attached hereto and incorporated herein by this reference (“License Area”).

D. Owner is willing to grant a temporary license to the City over the License Area on the terms and conditions hereinafter set forth for the purposes of construction access and staging for the Trail Extension.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged, the parties incorporate the recitals above and agree as follows:

1. Grant of License. Subject to the conditions, covenants and restrictions of this Agreement, the Owner grants to the City, its contractors and agents a temporary, non-exclusive revocable license (the “licenses”) to the License Area for the purposes of staging materials, equipment, and anything else needed for construction, and for the purpose of undertaking construction of the Trail Extension, together with necessary rights of ingress and egress for these purposes in the location described in Exhibit A.

2. Construction and Phasing. All work performed by the City, its contractors and agents shall be in accordance with the City approved plans for the Trail Extension. Prior to commencing work, the City shall provide phasing plans (including a site logistics, and a plan for vehicles and waste) to the Owner and the Association for review and approval, which approval shall not be unreasonably withheld. If Owner and Association do not respond to the notice of the phasing plans within seven days of the plans being provided to Owner, then the phasing plans are deemed approved. The City shall notify the Owner and the Association in writing seven (7) days prior to commencing its use of the License Area.

3. Maintenance. The City will keep or cause the License Area to be kept in a good and safe condition, free from waste, and make all reasonable efforts (including dust control) not to interfere with the operations of The Pruneyard. The City, its contractors and agents shall not utilize, except to pass through for ingress and egress, or otherwise impact parking at The Pruneyard Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m. Any temporary construction fencing shall be screened with nylon mesh. Noisy work with the potential to disturb the tenants of the Owner's buildings shall be completed outside of the times listed above, if feasible.

4. Restoration. City shall cause its contractor to use best efforts to prevent any damage to Owner's property. Upon completion of the construction of the Trail Extension, the City shall return the License Area to its existing condition on the Effective Date of this Agreement. If the City fails to keep or return the License Area in good and safe condition, free from waste, then the Owner will give notice to the City of the failure, items that need to be corrected, and anticipated cost were Owner to undertake the correction. If, within seven (7) days after receiving notice, City takes no action to restore the Licenses Area or if the City takes longer than fourteen (14) days to substantially complete the corrections, Owner may perform the necessary work at the expense of the City, which expense the City agrees to pay to the Owner upon demand for the actual cost of the work, regardless of if it exceeds the anticipated costs estimated in the Owner's notice.

5. Term of License. The term of this Agreement shall commence upon the Effective Date and shall automatically terminate without further action by either party upon the completion of the City's construction of the Trail Extension, removal of all construction materials and equipment, and restoration of the License Area, which is anticipated to be complete by December 1, 2025. The City shall provide timely written notice to the Owner and the Association upon the completion of the Trail Extension. In no event the term of this Agreement exceed 15 months. This Agreement shall lapse and become void if the City does not commence construction of the Trail Extension within one year of the date of this Agreement or otherwise terminates construction of the Trail Extension for a period of 90 days or more. The maximum period from the commencement of the City's construction to the completion of such work, inclusive of all punch list work shall be 6 months. The City's indemnity obligations set forth in Section 5 shall survive termination of this Agreement for any reason.

6. Non-exclusive. The license granted pursuant to this Agreement is non-exclusive and non-possessory. The City must allow access to the License Area by other parties possessing prior rights unless separate arrangements are made with such parties.

7. Indemnity. The City shall release, defend (with counsel reasonably satisfactory to the Owner) and indemnify the Owner and the Association and their respective officers, directors, employees, volunteers and agents, successors and assigns (collectively, "Indemnitees") from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense for damage to property and for injuries to or death of any person when arising or resulting from the use of the

License Area by the City, its agents, employees, contractors, subcontractors, or invitees or the City's breach of the provisions of this Agreement, unless as a result of the gross negligence or willful misconduct of the Owner or Association.

8. Assumption of Risk. The City shall enter onto and use the License Area at its own risk and assumes all risks related to the exercise of the City's rights under this Agreement.

9. Hazardous Materials. No Hazardous Materials (as defined below) shall be created, stored, used, disposed of, brought to or handled at any time upon the License Area, except Hazardous Materials contained in or used in connection with construction equipment necessary for the construction of the Trail Extension. Any Hazardous Materials introduced onto the License Area by the City, its agents, employees, contractors, subcontractors or invitees, shall remain the property of the City, its agents, employees, contractors, subcontractors or invitees, which shall be responsible for disposing of these materials at no cost to the Owner or the Association, and the City shall be obligated to defend, indemnify and hold Indemnitees harmless from any and all liability arising from it, regardless of whether such liability arises during or after the term of this Agreement.

For purposes of this Agreement, "Hazardous Materials" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Materials includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances on the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

10. Compliance with Laws. The City shall comply, at City's expense, with all applicable federal, state and local laws, regulations, rules and orders with respect to the use of the License Area and construction of the Trail Extension. Before beginning work, the City shall obtain, at City's expense, any and all permits and approvals required for construction of the Trail Extension and shall provide the Association with copies of such approvals.

11. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either party may, from time to time, respectively, designate in a written notice given to the other.

Notices shall be deemed sufficiently served three days after the date of mailing, one day after mailing by overnight courier, or immediately upon personal delivery. All notices must also be made with a concurrent electronic mail carbon copy to the email addresses provided for the Parties and the Association below. Changes to the below information shall be given to the other party in writing ten (10) business days before the change is effective.

To City: City of Campbell
70 N. First Street
Campbell, CA 95008
Attn: Roger Stolrz, P.E.
Email: rogers@campbellca.gov

To Owner: Pruneyard Office Investors LLC
c/o Ellis Partners LLC
One Sansome Street, Suite 1550
San Francisco, CA 94104
Attn: Melinda Ellis Evers
Email: melinda@ellispartners.com

To Association: Pruneyard Center Association
c/o Ellis Partners LLC
One Sansome Street, Suite 1550
San Francisco, CA 94104
Attn: Will Miller
Email: will@ellispartners.com

12. Successors and Assigns. The City shall not assign, in whole or in part, any rights covered by this Agreement, or permit any other person, firm or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this Agreement, without first obtaining the written consent of the Owner.

13. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute.

14. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express

waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

15. Severability. Each provision of this Agreement is intended to be severable. If any term of provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

16. Attorneys' Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

17. Governing Law. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

18. Effect of Headings. The headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

19. Integration. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

20. Counterparts and Warranty of Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written by their duly authorized representatives.

[Signature page follows.]

Pruneyard Office Investors, LLC
a Delaware limited liability company

by: EPL Pruneyard Office Investors LLC,
a California limited liability company
its Managing Manager

by: Ellis Partners LLC
a California limited liability company
its Manager

By: 
Name: **MELINDA ELLIS EVERS**
Its: **Managing Member**

ACKNOWLEDGED:
Pruneyard Center Association

By: 
Name: Will Miller
Its: President

CITY OF CAMPBELL

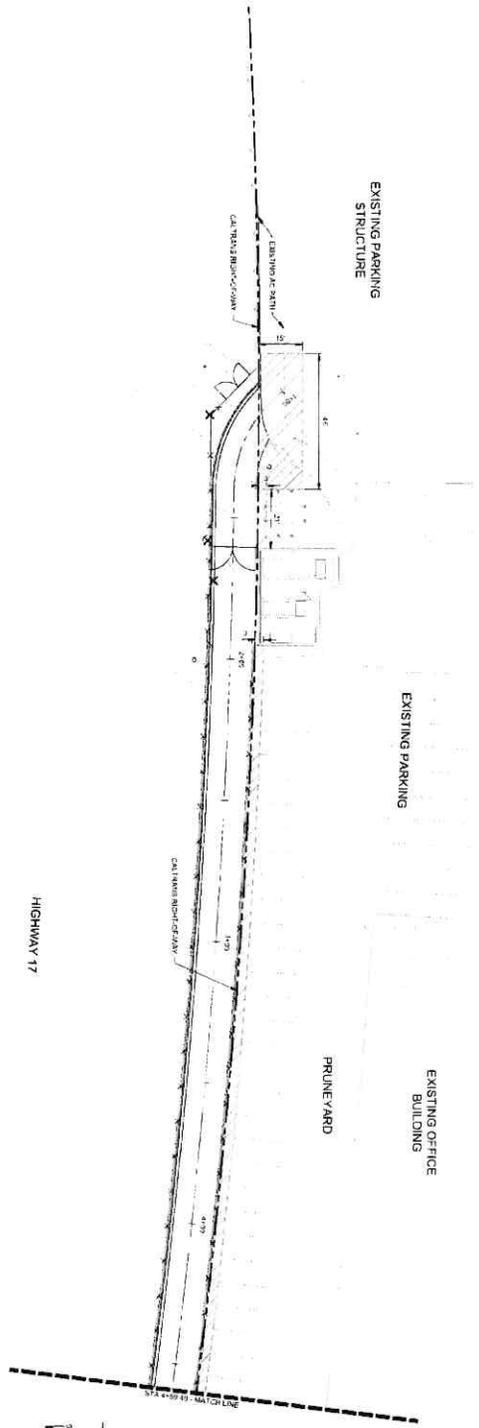
By: _____
Name:
Its:

APPROVED AS TO FORM:

City Attorney

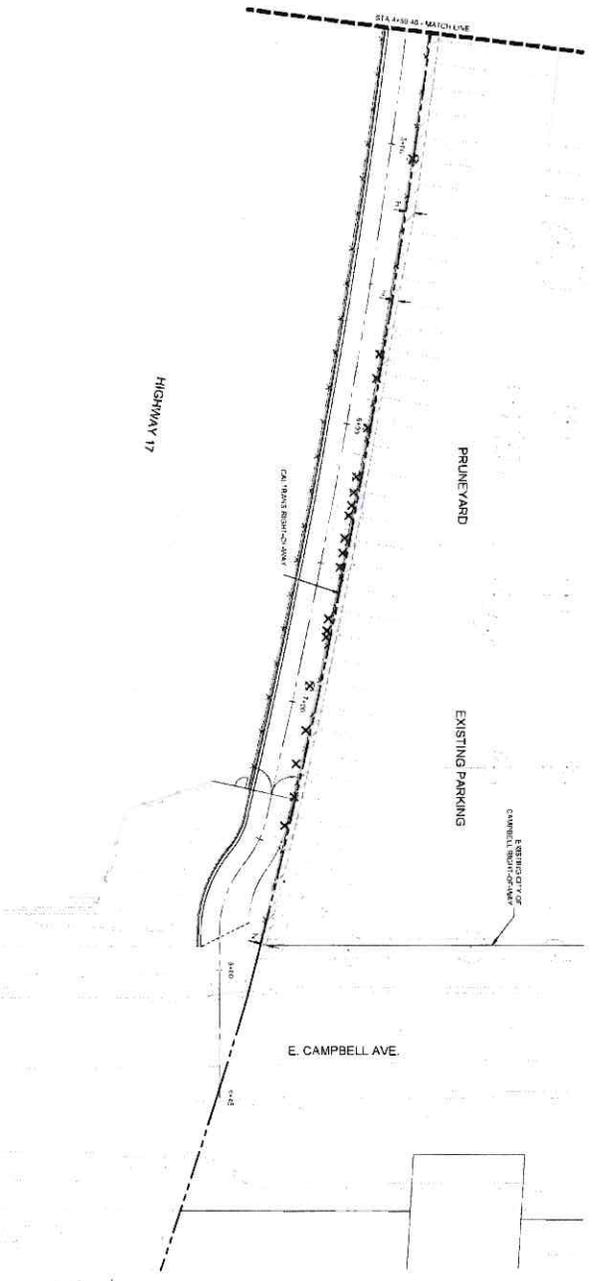
Attachment: Pruneyard License Agreement (Approval of PS&E - Pruneyard Creek Trail Extension)

Campbell Bike Trail (Pruneyard) City of Campbell



NOTE:
ALL EXISTING TREES, UTILITIES AND STRUCTURES ON PRUNEYARD PROPERTY ARE TO REMAIN AND BE PROTECTED IN PLACE

EXHIBIT A



- LEGEND**
- X EX TREE TO BE REMOVED
 - O EX TREE TO REMAIN
 - PROPOSED FENCE
 - EX FENCE TO REMAIN
 - CALTRANS RIGHT-OF-WAY

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



HMM
3000 Central Expressway, Suite 200
Campbell, CA 95008
Tel: 408.438.4400
Fax: 408.438.4401
www.hmm.com

Drawn: Shari Kover, 2014
Checked: Shari Kover, 2014
Scale: 1" = 20'

**City of Campbell
Request for Budget Adjustments**

Department/Program	Division	Date	Request No.
Public Works	23-LL - Pruneyard Creek Trail Extension	January 13, 2025	BA-15

Budget to be Reduced

Fund/Program	Account Number	Description	Amount

Budget to be Increased

Fund/Program	Account Number	Description	Amount
REVENUE			
212.535	4565	Transportation Fund for Clean Air (TFCA) Grant	39,600
216.535	4525	Transportation Development Act (TDA) Article 3 Grant	61,847
435.990	6999	Capital Transfer In	454,150
EXPENDITURES			
435.23LL	7883	Improvements Other Than Building - Construction Costs	454,150
212.990	9999	Capital Transfer Out	39,600
216.990	9999	Capital Transfer Out	61,847
295.990	9999	Capital Transfer Out	352,703

REASON FOR REQUEST - BE SPECIFIC:
 To appropriate an additional \$454,150 towards the Pruneyard Creek Trail Extension (23-LL) project. The increase is funded by TFCA grant funds (\$39,600), TDA Article 3 Grant Funds (\$61,847), and Parkland Dedication Funds (\$352,703).

Will Fuentes Finance Director	Todd Capurso Public Works Director	Brian Loventhal City Manager
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Attachment: Budget Adjustment (Approval of PS&E - Pruneyard Creek Trail Extension)



*City
Council
Report*

Item: 5
Category: CONSENT CALENDAR
Meeting Date: January 13, 2025

TITLE: Budget Adjustment to Fund Emergency Repairs at the Community Center Pool (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council approve a Council Resolution authorizing a Budget Adjustment to fund the emergency repairs at the Community Center Pool.

BACKGROUND

On November 12, 2024, staff discovered significant leaks in two of the three pumps supporting the pool's backwash system. The pump system needed to be shut down to prevent further water loss and the Community Center pool was closed to the public.

DISCUSSION

The Community Center pool is a heavily used asset within the City and closures can be very disruptive. With the pool closed, it was imperative to find a service provider who could remedy the situation quickly. Due to the urgency of the situation, staff contacted Sky Blue Pool Repair, based in Los Gatos, to assess the backwash system and recommended a repair solution. Sky Blue responded with a two-step approach. The first step included a temporary fix to allow the pool to reopen while parts were ordered. Upon arrival, the new parts would replace the faulty valves on all three pumps supporting the pool's backwash system. The work was completed promptly to ensure the pool would be fully operational for patrons. The total cost to do the repairs was \$12,828.81. Public Works Building Maintenance staff executed a purchase order to have the work performed in a timely manner. In the interest of restoring pool operations in a timely manner, the cost of the repairs was covered by the Building Maintenance operating budget; however, the cost of the repairs was unanticipated and would ultimately cause a cost overrun in the operating budget if a budget adjustment were not performed.

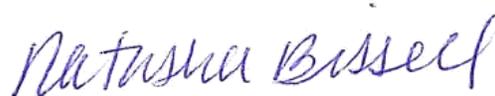
Staff recommends the use of the Community Center Reserve Fund to address the costs of the emergency repairs at the pool. In Fiscal Year 2019, following a comprehensive user fee study, the City Council approved a schedule of fees and charges based on the study's recommendations. One key outcome for the Recreation Department was the introduction of a facility fee, applied to all activities and facility rentals. These facility fees

were implemented in Fiscal Year 2019 and have since been deposited into the Community Center Reserve Fund, designated for the maintenance, preservation and/or enhancements to the Community Center Facilities. Staff is recommending a budget adjustment in the amount of \$12,828.81 from the Community Center Reserve Fund to the Public Works Building Maintenance operating budget.

FISCAL IMPACT

Sufficient funds are available in the Community Center Reserve Fund for this budget adjustment. The fund holds an unaudited balance of \$149,706 at the end of the Fiscal Year 2024. A budget adjustment has been prepared authorizing a transfer of funds in the amount of \$12,828.81.

Prepared by:



Natasha Bissell, Recreation and
Community Services Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution-Emergency Pool Repairs
- b. Budget Adjustment

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
APPROVING A BUDGET ADJUSTMENT TO FUND EMERGENCY REPAIRS AT THE
COMMUNITY CENTER POOL**

WHEREAS, the Community Center pool is a highly utilized asset within the City, and closures are disruptive to the community; and

WHEREAS, the backwash system at the Community Center pool required emergency repairs to restore full functionality, and Sky Blue Pool Repair was engaged to asses and address the issue; and

WHEREAS, the service provider recommended a two-step solution, including a temporary fix to reopen the pool while replacement parts were ordered, and a final repair to replace faulty valves on all three pumps supporting the pool’s backwash system; and

WHEREAS, the repairs were completed in a timely manner, ensuring the pool was operational for patrons; and

WHEREAS, the total cost of the repairs was \$12,828.81; and

WHEREAS, the City established the Community Center Reserve Fund in Fiscal Year 2019 for the maintenance, preservation, and enhancement of Community Center facilities; and

WHEREAS, as of the end of Fiscal Year 2024, the unaudited balance in the Community Center Reserve Fund is \$149,706; and

WHEREAS, staff recommends utilizing the Community Center Reserve Fund to cover the emergency repair costs for the pool’s backwash system;

NOW, THEREFORE BE IT RESOLVED, that the City Council of Campbell authorizes the budget adjustment of \$12,828.81 from the Community Center Reserve Fund to cover the emergency repairs to the Community Center pool.

PASSED AND ADOPTED this 13th day of January, 2025 by the following roll call vote:

- AYES: Councilmembers
- NOES: Councilmembers
- ABSENT: Councilmembers

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution-Emergency Pool Repairs (Budget Adjustment to Fund Emergency Repairs at the Community Center Pool)

**City of Campbell
Request for Budget Adjustments**

Department/Program	Division	Date	Request No.
Recreation / Public Works	780 - PW Building Maintenance	January 13, 2025	BA-14

Budget to be Reduced

Fund/Program	Account Number	Description	Amount

Budget to be Increased

Fund/Program	Account Number	Description	Amount
EXPENDITURES 101.780	7429	Maintenance & Operation of Equipment - Community Center Pool	12,828.81

REASON FOR REQUEST - BE SPECIFIC:
 To appropriate \$12,828.81 towards the Building Maintenance Operating Budget for emergency repairs at the Community Center Pool. The increase in budget will be funded by the Community Center Reserve Fund.

Will Fuentes Finance Director	Natasha Bissell Recreation and Community Svcs Director	Brian Loventhal City Manager
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Attachment: Budget Adjustment (Budget Adjustment to Fund Emergency Repairs at the Community Center Pool)



*City
Council
Report*

Item: 6
Category: PUBLIC HEARINGS AND
 INTRODUCTION OF
 ORDINANCES
Meeting Date: January 13, 2025

TITLE: Public Hearing to Consider Adoption of a Resolution Directing the Community Development Director to Proceed with Abatement of Hazardous Vegetation (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution directing the Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

DISCUSSION

The City of Campbell contracts with Santa Clara County to abate hazardous vegetation (weeds) within the City. At its meeting of December 3, 2024, the City Council declared hazardous vegetation to be a public nuisance pursuant to Campbell Municipal Code (CMC) Section 17.54.020. The attached resolution will allow the County to proceed with abatement action on 101 properties identified as having hazardous vegetation (currently or within the last three years).

The Santa Clara County Consumer and Environmental Protection Agency has initiated the abatement program the City of Campbell for the 2025 fire season. Following feedback from Campbell staff, this includes the following actions, which now allow property owners to address identified weeds before they are abated by the County:

- * Providing notice to the listed property owners by mail;
- * Giving property owners program guidelines and information to assist them to reach compliance with the Minimum Fire Safety Standards required by the Municipal Code;
- * Informing property owners of the County's intention to abate this public nuisance unless the property owners return a card indicating their intention to abate the identified weeds;
- * Informing the property owners that they may also request that the County's contractor perform any necessary abatement services, wherein an assessment may be placed on the tax rolls for services rendered.

This is a public hearing to hear objections from property owners regarding removal of hazardous vegetation on private property or public streets or alleys. Following the public hearing, it would be appropriate for the Council to adopt a resolution directing the

Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency.

FISCAL IMPACT

None to the City. The County weed abatement program is funded by fees assessed on the annual property tax roll. This is a reoccurring annual report that has been anticipated in the City's operating budget.

ALTERNATIVES

Take no action on this Resolution, require that the removal of hazardous vegetation be instigated through Code Enforcement.

Prepared by:



Randy Sweet, Code Enforcement Officer

Reviewed by:



Rob Eastwood, Community
Development Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution
- b. Exhibit A

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL DIRECTING THE COMMUNITY DEVELOPMENT DIRECTOR TO PROCEED WITH THE ABATEMENT OF HAZARDOUS VEGETATION

WHEREAS, hazardous vegetation constituting a public nuisance has been found to exist on those properties described in Exhibit A attached hereto, within the past three years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell, California, that the Community Development Director is directed to cause the abatement of the aforementioned nuisance.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following roll call vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution (Hazardous Vegetation Abatement)

Exhibit A

95	E	HAMILTON	AVE
499	E	HAMILTON	AVE
1402		SHEFFIELD	AVE
1288		RIDGELEY	DR
412		KINGS	CT
465	W	CAMPBELL	AVE
336		CALIFORNIA	ST
301		BUDD	AVE
599		INWOOD	DR
1009	S	SAN TOMAS AQUINO	RD
101		TRAILBLAZER	PL
103		TRAILBLAZER	PL
105		TRAILBLAZER	PL
109		TRAILBLAZER	PL
111		TRAILBLAZER	PL
1660		WESTMONT	AVE
1410		WESTMONT	AVE
1265		BURROWS	RD
		HACIENDA	AVE
1420		VAN DUSEN LN	
1615		WESTMONT	AVE
1625		WESTMONT	AVE
780		JEFFREY	AVE
638		SOBRATO	LN
751		BUDD	AVE
781		JEFFREY	AVE
725		KENNETH	AVE
738		SOBRATO	DR
654		SOBRATO	DR
996		KENNETH	AVE
912		SOBRATO	DR
888		SOBRATO	DR
800		SOBRATO	DR
611		LAURA	DR
621		LAURA	DR
629		LAURA	DR
775	W	SUNNYOAKS	AVE
803	W	SUNNYOAKS	AVE
817	W	SUNNYOAKS	AV
850		CONNIE	DR
772		MARILYN	DR
805		SHARMON PALMS	LN

817		SHARMON PALMS	LN
747		MARILYN	DR
759		MARILYN	DR
815		MARILYN	DR
944		VIRGINIA	AVE
587		VIRGINIA	AVE
625		VIRGINIA	AVE
1103		HAZEL	AVE
1121		HAZELWOOD	AV
904		HAZEL	AVE
821		VIRGINIA	AVE
955		LINDA	DR
965		LINDA	DR
975		LINDA	DR
978		LINDA	DR
891		CONNIE	DR
930	S	SAN TOMAS AQUINO	RD
920	S.	SAN TOMAS AQUINIO	RD
1200		SMITH	AVE
908		KARA	WY
904		KARA	WY
865		BUCKNAM	AVE
925		BUCKNAM	AVE
1046		LOVELL	AVE
1032		LOVELL	AVE
1030		CONNIE	DR
1008		CONNIE	DR
976		CONNIE	DR
948		CONNIE	DR
870	W	SUNNYOAKS	AVE
864	W	SUNNYOAKS	AVE
1190		STEINWAY	AVE
1236		HACIENDA	AVE
1109		STEINWAY	AVE
1017		STEINWAY	AVE
1021		STEINWAY	AVE
1052		STEINWAY	AVE
1018		STEINWAY	AVE
1217		VIRGINIA	AVE
1231		VIRGINIA	AV
1200		THERESA	AVE
1300		CORA	CT
700		HACIENDA	AVE
1270		THERESA	AVE

730		CHAPMAN	DR
1404		THERESA	AVE
1429		THERESA	AVE
1461		THERESA	AVE
999	W	PARR	AVE
1560		VALE	AVE
1001		AUDREY	AVE
1080		AUDREY	AVE
1032		AUDREY	AVE
1247		POLLARD	RD
1420		BURROWS	RD
1246		BRACEBRIDGE	CT
1500		CAMDEN	AVE
1766		WHITE OAKS	RD
1078		LONGFELLOW	AVE



*City
Council
Report*

Item: 7
 Category: PUBLIC HEARINGS AND
 INTRODUCTION OF
 ORDINANCES
 Meeting Date: January 13, 2025

TITLE: Public Hearing to Consider an Interim Ordinance Implementing Senate Bill No. 450 by Removing Special Requirements and Procedures and Incorporating Uniform Objective Zoning, Subdivision, and Design Standards for the Single-Family Residential Zoning District. (File No. PLN-2024-185) (Ordinance / Roll Call Vote)

RECOMMENDED ACTION

Staff recommends that the City Council adopt an Interim Ordinance (reference Attachment A) to approve urgency revisions to the Campbell Municipal Code to Conform with Senate Bill No. 450 and accept the determination that adoption of this interim ordinance is statutorily exempt from the California Environmental Quality Act (CEQA).

BACKGROUND

Senate Bill No. 9 (SB-9): SB-9 was signed into law by Governor Newsom in 2021. The law effectively eliminated single-family residential zoning in California by allowing all properties within a "single-family residential zone" to be developed with up to two housing units and subdivided into two parcels as an "urban lot split," irrespective of consistency with a General Plan or Zoning Code.

Cities were allowed to adopt objective zoning, design, and subdivision standards for these project types, provided such standards did not physically preclude the construction of two housing units of at least 800 square feet each per property. The law also limited side and rear setbacks to four feet and eliminated parking requirements near transit corridors and car-share locations.

Like many cities, Campbell adopted tailored design and subdivision standards for SB-9 projects to minimize neighborhood impacts and facilitate the orderly division of land. Additionally, the City required all urban lot split applications to be reviewed in conjunction with proposed architectural designs for new homes to be constructed on the newly created lots.

Senate Bill No. 450 (SB-450): In 2024, the Legislature adopted, and the Governor signed, SB-450, which made notable changes to SB-9 to further the law's implementation. Most significantly, SB-450 now ***prohibits cities from adopting***

specific zoning, subdivision, or design standards for SB-9 projects that do not already apply to the underlying (single family) zoning district.

In other words, the law now requires all properties in the R-1 (Single-Family Residential) Zoning District to be treated in the same manner, subject to the same standards, including reduced setback and parking requirements, so there is no distinction between an "SB-9 project" and a traditional single-family project. Similarly, cities may no longer apply subdivision rules to "urban lot split" proposals that do not otherwise apply to traditional single-family residential subdivisions. Such rules must now also be strictly "related to the design or to the improvement of a parcel."

SB-450 also introduced other minor revisions to the original SB-9 law, including a new 60-day permitting review period comparable to that applicable to accessory dwelling units (ADUs), reduced restrictions on the demolition of existing homes, and a narrowing of the basis on which a city may deny a housing or subdivision proposal.

DISCUSSION

To comply with SB-450, the City must amend its Municipal Code to remove any special requirements and procedures and implement uniform objective zoning, subdivision, or design standards. Since the law went into effect on January 1 of this year, implementation is a time-sensitive matter. As such, staff has scheduled consideration of this "interim ordinance" so that new rules may be adopted with immediate effect to minimize the period of time the City is out of compliance with state law.

California Government Code Section 65858 allows local jurisdictions to adopt an interim ordinance to approve urgency measures as needed to address pressing land use matters. Consistent with the Government Code, Campbell Municipal Code Section 21.60.090 (Interim Ordinance) also provides that "the City Council may take appropriate action to adopt an urgency measure, as an interim ordinance, in compliance with State law."

An interim ordinance requires a four-fifths vote of the City Council for adoption and is effective for no more than 45 days. The City Council may further extend the interim ordinance for 10 months and 15 days after a noticed public hearing and may subsequently extend the urgency ordinance for up to two years. The interim ordinance will need to be extended once at the February 18, 2025, Council meeting, prior to its 45-day expiration, to allow sufficient time for the applicable revisions to be incorporated into a broader Municipal Code update anticipated for Council consideration at the beginning of Q2 2025.

Proposed Interim Ordinance: The draft interim ordinance prepared by staff is intended to comply with SB-450 by removing special requirements and procedures currently applicable to "SB-9 projects" and incorporating uniform zoning, subdivision, and design standards that reflect current City standards, but in an objective manner, where allowed by law. The most significant changes are summarized below:

■ **Objective Standards.** The following objectives standards will now apply:

- **Setback Requirements.** Under the original SB-9 law, the City was limited from requiring side or rear setbacks in excess of four feet. These reduced setbacks were previously applied only to explicit "SB-9 projects," which—aside from one exception—have been limited to urban lot split applications.

Under SB-450, these reduced setbacks will now apply to all single-family residential properties, not just a small subset. As a result, the deeper setbacks historically required in the San Tomas Area and Campbell Village neighborhoods (i.e., 20-foot rear setbacks, 10-foot side setbacks, etc.) will no longer apply. Additionally, proportional setbacks for upper stories (i.e., one-half of the "wall height") will no longer apply, as a four-foot setback will now apply to the entirety of the building wall facing a side or rear property line.

However, the City retains the ability to apply its own standards related to maximum building height, number of stories, floor area ratio (FAR), lot coverage, open space, and landscaping.¹ The interim ordinance consolidates the reduced setback requirements with other unchanged standards in a new development standards table. This table consolidates the standards from the San Tomas Area Neighborhood Plan, the Campbell Village Neighborhood Plan, and properties not subject to an area plan.

- **Design Requirements.** Due to the subjective nature of the design requirements in the San Tomas Area and Campbell Village Plan Neighborhood Plans, these requirements can no longer be applied. Instead, the interim ordinance introduces objective standards. These standards, originally developed for the City's current SB-9 ordinance, are based on the design principles of the neighborhood plans. While they establish clear guidelines, the standards do not prescribe a specific architectural style (e.g., Craftsman, Farmhouse, etc.). Key elements include:
 - **Privacy Requirements.** Restrictions on the size and placement of second-story windows². Prohibition of rooftop terraces and decks. Balconies are allowed only on the front elevation (facing the street)

¹ As required by the law, the City must waive any zoning or design standard that has "the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area". The interim ordinance would carry over an existing provision that allowed for deviation of standards where required

² The limit on the size of second-story windows on interior-side and rear property lines would apply citywide to minimize the privacy impact of 4-foot setbacks.

- **Height Restrictions:** Limits on entryway, door, and floor (plate) heights to ensure scale compatibility.
 - **Roof Design:** Roof forms are restricted to hipped, cross-hipped, or hipped-and-valley forms with slopes ranging from a minimum of 4:12 to a maximum of 8:12. Flat, shed, or strongly angular roof designs are prohibited. Gabled and dormer roof elements are permitted.
 - **Roofing Materials:** Allowed materials include asphalt composite shingles, photovoltaic shingles, standing seam metal, clay tile, concrete tile, and slate shingles.
 - **Grading Limitations:** Grading must be limited to the minimum required to ensure proper stormwater drainage.
 - **Wall Materials:** Exterior walls must be stucco or siding (fiber cement, wood, or engineered/composite wood). Stone or brick veneer is allowed as an accent material only.
 - **Garage Design:** Restrictions on the width of attached garages relative to the remainder of the house to maintain proportionality.
- Objective Subdivision Standards. The City's current urban lot split rules introduced the concept of "allowable" lot types (e.g., interior lots, cul-de-sac lots, corner lots, flag lots) and prohibited "irregular lots" that do not meet these defined types. This approach ensures orderly land development in a clear and objective manner. To maintain consistency, the draft ordinance expands this concept to all single-family residential subdivisions, which currently lack objective standards. The definitions for allowable lot types have also been refined with more precise terminology.
- **Procedural Changes.** The following procedural revisions would be required to establish uniform permit processes:
 - New Homes and Additions: Proposals for *all* new homes and additions to existing homes in the R-1 Zoning District will now be processed ministerially as building permit applications. This change will materially affect the San Tomas and Campbell Village neighborhoods, which have historically been subject to an architectural review process involving public notice and occasionally a Planning Commission hearing. For the remainder of the City's single-family residential neighborhoods, this change will not be noticeable, as homes outside of the neighborhood plan areas have never been subject to architectural review.
 - Urban Lot Splits: Urban lot splits will now be reviewed under a tentative parcel map application, separate from permit applications for future new homes, in keeping with how traditional subdivision applications are processed. However, compared to traditional tentative parcel map applications, urban lot splits will be processed ministerially without public

notice, as required by the law. This change is expected to significantly increase the number of urban lot split applications, as the City will no longer require the design proposals of new homes for the proposed parcels.

FISCAL IMPACT

Elimination of the current site and architectural review permit processes for single-family residential properties will result in a reduction of permit revenue for the Community Development Department. However, this loss revenue generation may be partially offset by an increased number of tentative parcel map applications for urban lot splits and related increase in the number of building permits for new homes.

Prepared by: 
Daniel Fama, Senior Planner

Reviewed by: 
Rob Eastwood, Community
Development Director

Approved by: 
Brian Loventhal, City Manager

Attachment:

- a. SB-450 Interim Ordinance

Ordinance No. _____

**BEING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL ADOPTING URGENCY MEASURES IMPLEMENTING SENATE BILL NO.
450 BY REMOVING SPECIAL REQUIREMENTS AND PROCEDURES AND
INCORPORATING UNIFORM OBJECTIVE ZONING, SUBDIVISION, AND DESIGN
STANDARDS FOR THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT.
(FILE NO. PLN-2024-185)**

WHEREAS, on September 16, 2021, the Governor of the State of California signed into law Senate Bill No. 9, "An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the California Government Code, relating to land use," which requires ministerial approval of a housing development of no more than two units in a single-family zone (proposed housing development), the subdivision of a parcel zoned for residential use into two parcels (urban lot split), or both.

WHEREAS, on September 19, 2024, the Governor of the State of California signed into law Senate Bill No. 450, "An act to amend Sections 65852.21 and 66411.7 of the California Government Code, relating to land use," which prohibits the imposition of non-uniform objective zoning, design, and subdivision standards on proposed housing developments and urban lot splits in single-family residential zones, establishes a 60-day timeline for local agency review and action, and updates requirements for demolition and environmental findings.

WHEREAS, Senate Bill No. 450 further specifies that objective zoning, design, and subdivision standards must relate to parcel design and improvements and allows local agencies to impose more permissive standards than the underlying zoning.

WHEREAS, Senate Bill No. 450 deems urban lot split and two-unit housing development applications approved if not acted upon within the 60-day period and requires agencies to provide detailed feedback for any denied applications to ensure applicants can address deficiencies.

WHEREAS, certain zoning and subdivision standards of the City of Campbell Zoning and Subdivision Codes, respectively, and their permitting procedures are inconsistent Sections 65852.21 and 66411.7 of the California Government Code, as amended by Senate Bill No. 450.

WHEREAS, the provisions of Senate Bill No. 450 shall be in effect on January 1, 2025, and without locally codified objective design standards and implementation procedures, the law presents a current and immediate threat to the public peace, health, safety, and welfare, in that certain existing zoning and subdivision standards are in conflict with Senate Bill No. 450 and could create uncertainty for applicants, potential legal conflicts, and delays in implementing state-mandated housing solutions.

WHEREAS, pursuant to Section 65852.21(j) and Section 66411.7(n) of the California Government Code, a local agency may adopt an ordinance to the law.

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)

WHEREAS, pursuant to Section 65858 of the California Government Code and Section 21.60.090 of the Campbell Municipal Code, the City Council may take appropriate action to adopt urgency measures as an interim ordinance

WHEREAS, this interim ordinance establishes urgency measures to eliminate the imposition of non-uniform objective zoning, design, and subdivision standards, establish a 60-day timeline for local agency action, and modify requirements for demolition and environmental findings.

WHEREAS, it is not the intent of this interim ordinance to deny approvals needed for the development of projects with a significant component of multifamily housing.

WHEREAS, in light of the foregoing findings, the City Council further finds that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is in conflict with this ordinance would result in that threat to public health, safety, or welfare.

WHEREAS, adoption of this interim ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to California Government Code Section 65852.21(k), as it pertains to the implementation of Senate Bill No. 450.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMPBELL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1 (PURPOSE): This interim ordinance establishes temporary provisions to Title 21 (Zoning) and Title 20 (Subdivision and Land Development) of the Campbell Municipal Code to facilitate the construction of up to two residential units and the creation of urban lot splits, as specified by California Government Code Sections 66452.6, 65852.21, and 66411.7. These provisions ensure compliance with state law by prohibiting the imposition of non-uniform objective zoning, design, and subdivision standards. The provisions of this interim ordinance shall supersede any conflicting provisions within Title 21 (Zoning) and Title 20 (Subdivision and Land Development). Zoning and design review standards in the Zoning Code that are not affected by this interim ordinance shall remain in full force and effect.

SECTION 2 (APPLICABILITY): This interim ordinance applies to the construction, alteration, and expansion of all structures, as well as to voluntary applications for urban lot splits, on properties located within the R-1 (Single-Family Residential) Zoning District. Property owners or their authorized representatives may continue to exercise subdivision rights for conforming subdivisions in compliance with Title 20 (Subdivision and Land Development) of the Campbell Municipal Code and the California Subdivision Map Act.

SECTION 3 (GENERAL SUBDIVISION STANDARDS): This interim ordinance adopts by reference the addition of Chapter 20.13 (Subdivision Standards), the revisions to Section 20.16.030 (Action on tentative parcel maps), and the deletion of Section 20.16.035 (Exception to access requirements), as established by Interim Ordinance No. 2313 and extended by Interim Ordinance No. 2317. These changes shall remain in effect under the provisions of this interim ordinance, notwithstanding the expiration of Interim Ordinance No. 2317.

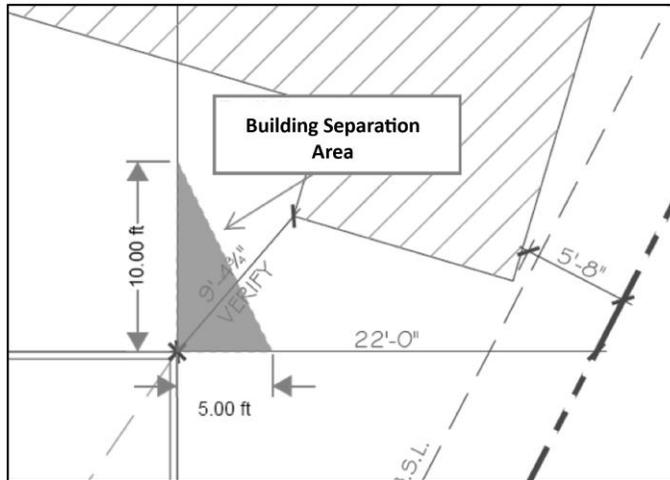
SECTION 4 (DEFINITIONS): The following terms shall have the meanings assigned to them in this interim ordinance and shall supersede or supplant the definitions provided in Chapter 21.72 (Definitions) of the Campbell Municipal Code.

An "attic" means that part of the interior of a building immediately below a roof, above the ceiling of a story, and within the roof framing, which is unheated and unfinished as to remain uninhabitable, and which is not accessible by a stairway or door (access may only be provided via a floor hatch with a drop-down latter to the story below). A space not satisfying this definition shall instead be defined as a "story" or "half-story".

"Completed application" means an application for a development project, including an application for a tentative parcel map or subdivision map, or a ministerial application for a Zoning Clearance, that has been deemed complete by the Community Development Director pursuant to Government Code Section 65943.

"Building separation distance" means the minimum distance two building or structures on the same lot must be separated from each other as required by Title 21 (Zoning), including separations between accessory structures, separations between primary structures, separations between primary structures and accessory structures, and separations between accessory dwelling units and other structures. Where two buildings are diagonally situated from each other, the applicable building separation distances shall extend from the side and rear of the buildings to form a triangular "building separation area", as illustrated, below, which shall also be clear of any building or structure, except as for provided in Section 21.18.040.B (Exceptions).

Figure 1 – Building Separation Area



"Demolition" means any act or process that may cause partial or total razing, removal, destruction or dismantling of a structure, whether or not permitted by the City. Also includes construction of a new structure using portions of an existing structure pursuant to Section 18.32.010 (Definition of "New Structure Using Portions of the Original Structure").

"Frontage" means the portion of a lot that fronts on one side of a street, measured along the lot line between intersecting or intercepting streets, or between a street and a right-of-way, waterway, dead-end street, or city boundary. For lot types with multiple street frontages, frontage is measured along each applicable front or street-side lot line. An intercepting street shall determine only the boundary of the frontage on the side of the street that it intercepts.

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)

"Lot types" means "corner lot," "double corner lot," "flag lot," "interior lot", "key lot," "reverse corner lot," and "through lot," as depicted in Figure 2-1 and further defined, below. This also includes "cul-de-sac lot," and "pie-shaped lot" as depicted in Figures 1-2 and 1-3, respectively, and further defined, below, as well as a "landlocked lot" which is any lot that does not have direct access to a street. Any other lot type not defined herein shall be considered an "irregular lot".

1. "Corner Lot" means a lot located at the intersection of two streets, or upon two parts of the same street, forming an interior angle of less than 175 degrees at the corner, defined by side and rear lot lines that intersect at right angles and two lot lines that include a curved street frontage along the intersecting streets. A corner lot includes a front yard facing the street frontage with the shortest cumulative length, a street-side yard along the intersecting street, a rear yard opposite the front yard, and a side yard along the adjacent property line, as shown in Figure 2-1.
2. "Cul-de-Sac Lot" means a lot located along the curved terminus, or bulb, of a cul-de-sac street, with side property lines that extend radially from the center of the bulb, widening away from the street. A cul-de-sac lot includes a front yard facing the bulb of the cul-de-sac, side yards along each radial property line, and may include a rear yard opposite the front yard, as shown in Figure 2-2.
3. "Double Corner Lot" means a lot located along two parallel streets intersected by a third street, defined by street-side lot lines that intersect with the rear lot line at right angles and three street frontages. A double corner lot includes two front yards, each oriented along the ends of the lot that abut the intersecting streets, a street-side yard along the third street frontage between the front yards, and an interior side yard along the remaining property line opposite the street-side yard, as shown in Figure 2-1.
4. "Flag Lot" means a flag-shaped lot located behind another lot, with access provided by a rectangular-shaped corridor with parallel lot lines that is part of the flag lot and connects the lot to the street, defined by opposite sides that are parallel and intersecting the rear property line at right angles. A flag lot includes a front yard that is oriented along the lot line facing the access corridor, excluding the corridor itself, side yards along each parallel property line, and a rear yard opposite the front yard, as shown in Figure 2-1.
5. "Interior Lot" means a lot with a rectangular shape, defined by opposite sides that are parallel and intersecting the rear property line at right angles, with only one side abutting a street. The remaining sides share property lines with adjacent lots, with no additional street frontage. An interior lot includes a front yard facing the street, side yards along each adjacent property line, and a rear yard opposite the front yard, as shown in Figure 2-1.
6. "Key Lot" means a lot with a rectangular shape located directly behind a reversed corner lot, defined by opposite sides that are parallel and intersecting the rear property line at right angles, with only one side abutting a street and its rear property line abutting the side yard of the adjacent reversed corner lot. A key lot includes a front yard facing the street it abuts, side yards along each adjacent property line, and a rear yard opposite the front yard, as shown in Figure 2-1.
7. "Pie-Shaped Lot" means a lot fronting a curved street where the side lot lines are radial to the curve of the street, narrowing away from the street, resulting in a wedge or "pie" shape appearance. A pie-shaped lot includes a front yard along the curved street

frontage, side yards along each radial property line, and a rear yard opposite the front yard, as shown in Figure 2-3.

- 8. "Reverse Corner Lot" means a corner lot where the rear property line abuts the side property line of an adjacent key lot. A reversed corner lot includes a front yard facing the street frontage with the shortest cumulative length, a street-side yard along the intersecting street, a rear yard opposite the front yard and abutting the adjacent key lot, and a side yard along the remaining property line, as shown in Figure 2-1.
- 9. "Through Lot" means any lot abutting two parallel or nearly parallel streets, with no contiguous sides abutting intersecting streets and no rear yard. A through lot includes a front yard along each street it abuts and side yards along the remaining property lines, as shown in Figure 2-1.

Figure 2-1 – Lot Types and Yards

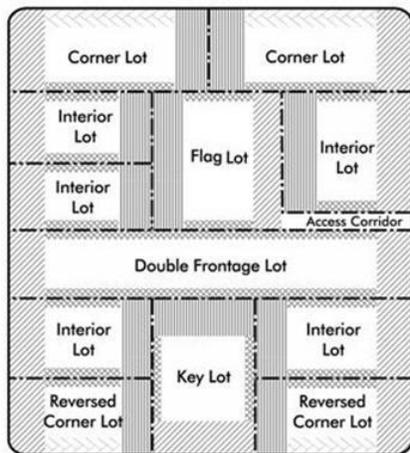


Figure 2-2 – Cul-de-Sac Lots

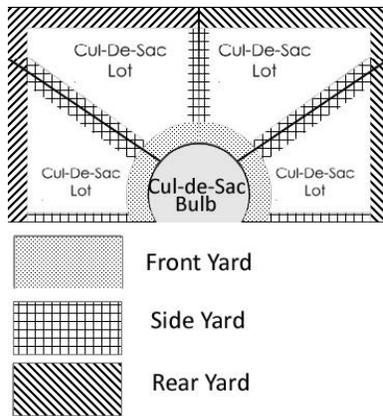
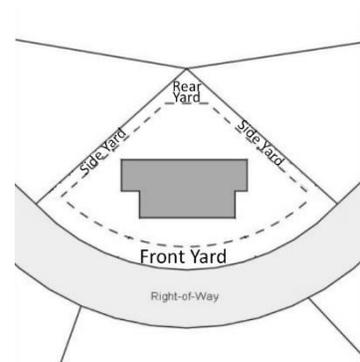


Figure 2-3 – Pie-Shaped Lot



"Lot line" means the boundary that defines the limits of a lot, as classified by the applicable lot type, herein defined. Lot lines are categorized as front, side, rear, or street-side lot lines based on the configuration of the lot and its orientation to streets or adjacent lots, as defined for each lot type. Lot lines determine the application of setbacks, which in turn define the front yard, side yard, and rear yard, as illustrated by Figure 2-1, Figure 2-2, and Figure 2-3.

- 1. "Front lot line" means the lot line that abuts a street and defines the front yard. For lot types with multiple street frontages or unique layouts, the front lot line is identified according to the following criteria:

- Corner Lots: The front lot line is the lot line with the shorter street frontage of the two intersecting streets or of two parts of the same street that form the corner.
 - Flag Lots: The front lot line is the lot line that is parallel to the street and includes an imaginary line drawn at the interior terminus of the access corridor, extending from the edge of the access corridor to the adjacent side lot line.
 - Through Lots: The front lot lines are the lot lines with street frontage.
 - Double Corner Lots: The front lot lines are the lot lines with the shorter street frontages located at each end of the lot where it abuts intersecting streets. The lot line with the longer street frontage along the side of the lot is designated as the street-side lot line.
 - Landlocked Lot: The front lot line is the lot line abutting the access easement or other access way that provides access to a street.
 - Irregular Lot: The front lot line is the shortest lot line that directly abuts a street. If the lot does not directly abut a street, the front lot line is the lot line closest to an access easement or other access way that provides access to a street.
2. "Side lot line" means any lot line or combination of lot lines that is not otherwise defined as a front, rear, or street-side lot line.
 3. "Street-side lot line" means any lot line or combination of lot lines abutting the same side of a street that is not designated as a front lot line.
 4. "Rear lot line" means the lot line or combination of lot lines that opposite the front lot line. For irregularly shaped lots, the rear lot line is the lot line most distant and generally opposite the front lot line. If the lot has no clearly opposite line, the rear lot line is designated based on the line most parallel to the front lot line or, if no line is parallel, the line that provides the greatest setback area opposite the front lot line.

Exception: On a lot where the side lot lines converge to a single point at the rear of the lot, a line 10 feet long within the lot, most parallel to and at a maximum distance from the front lot line, shall be deemed to be the rear lot line for the purpose of determining the rear yard.

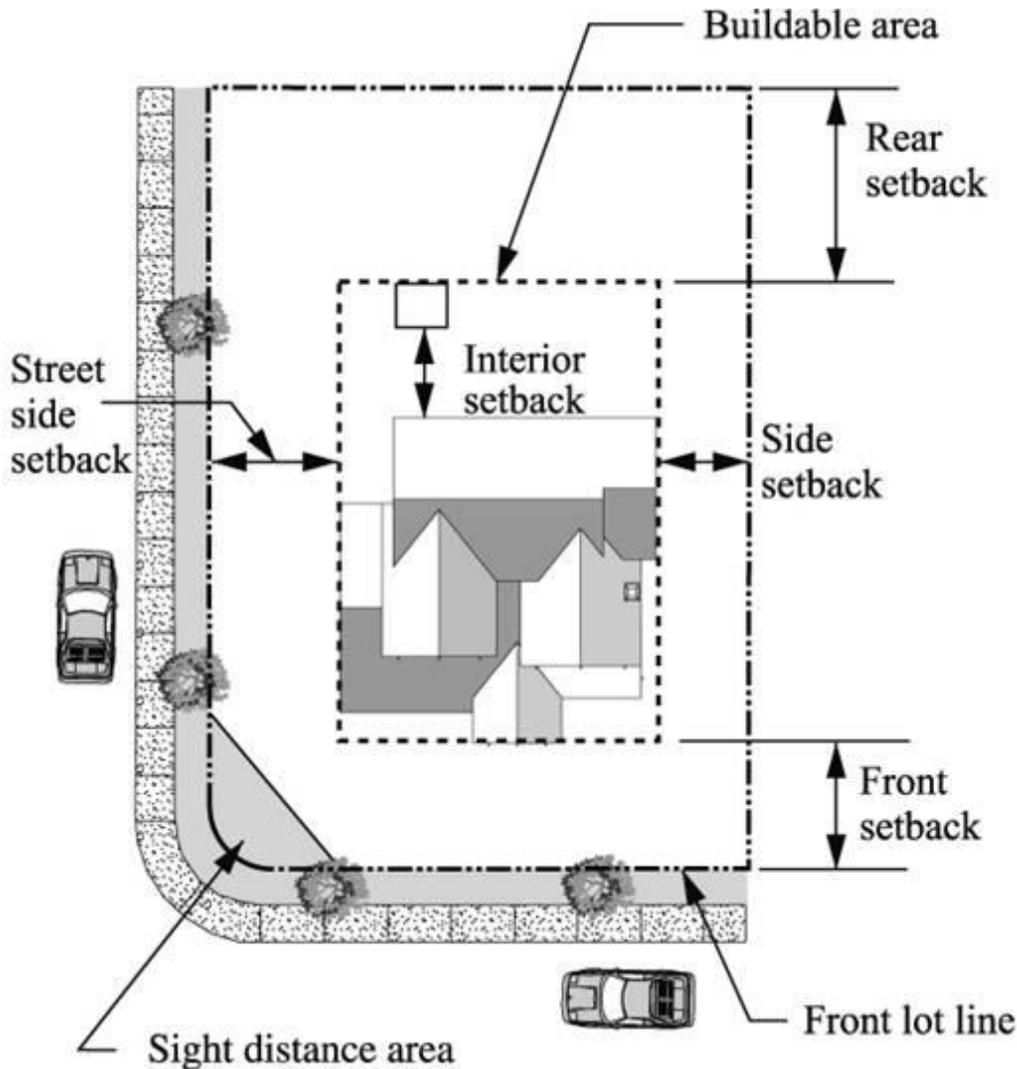
"Open space, usable" means an area with minimum length and width dimensions of 10-feet, excluding the required front setback between the structure and the street property line, and any required landscaping area. The open space area may be occupied by recreation facilities (e.g., deck, patio, playground equipment, porch, swimming pool, etc.) provided it is open on at least two sides and not covered by a roof or canopy. When serving multiple-family dwelling units, a private open space area may be provided for each dwelling unit, or all the required space may be combined in one common area.

"Public right-of-way" means areas of land acquired by the City or other public entity by easement or fee title reserved exclusively for public use, including, but not limited to streets, street-parking, sidewalks, alleys, drainage works, landscaping, and stormwater management. Public right-of-way shall not include areas of land encumbered by non-exclusive public easements nor by any private easements.

"Porch" means any covered entry landing where the covering extends further from the building than an allowable eave projection, as specified by Section 21.18.040.B.1 (Architectural features).

"Setback" means the minimum distance by which a structure, parking area, or other development feature must be separated from a lot line, determined by the applicable lot type and yard orientation (e.g., front, side, street-side, or rear). Setbacks from private streets are measured from the edge of the easement. Refer to "Yard" for additional details. Figure 3 (Setbacks) illustrates the location of front, side, street-side, rear, and interior setbacks.

Figure 3 – Setbacks



"Street, public" means a vehicular roadway identified as a "local," "collector," or "arterial" street as depicted on the General Plan Roadway Classifications Diagram (Figure T-1) and defined by this Zoning Code, which is located within the public right-of-way. Does not include the "freeway" or "expressway" roadway classifications, public pedestrian/bicycle trails, or public alleyways.

"Yards" means the open space formed by the required building setbacks, as illustrated by Figure 2-1, Figure 2-2, and Figure 2-3.

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)

SECTION 5 (URBAN LOT SPLITS): Chapter 20.14 (Urban Lot Splits) is hereby amended in its entirety to read as set forth in the following revised Chapter 20.14 (Urban Lot Splits).

Chapter 20.14 URBAN LOT SPLITS

20.14.010 Purpose.

This Chapter implements the subdivision procedures of the California Housing Opportunity and More Efficiency (HOME) Act, originally enacted by Senate Bill No. 9 (2021) and amended by Senate Bill No. 450 (2024). These laws aim to streamline the subdivision processes, facilitate the creation of smaller residential lots, and encourage a diverse range of housing types, thereby expanding opportunities for affordable and efficient housing solutions.

20.14.020 Applicability.

This Chapter applies exclusively to voluntary applications for tentative parcel maps to facilitate urban lot splits in accordance with Government Code Sections 66452.6 and 66411.7.

20.14.030 Definitions.

In addition to the terms defined by Section 4 (Definitions) of this interim ordinance and Chapter 21.72 (Definitions) of the Campbell Municipal Code, the following terms shall have the following meanings as used in this Chapter. Where a conflict may exist, the definitions provided in this section shall prevail over any other definition.

"Acting in concert" means persons, as defined by Section 82047 of the California Government Code as that section existed as of January 1, 2022, acting jointly to pursue development of real property whether or not pursuant to a written agreement and irrespective of individual financial interest.

"Alteration" means any construction or physical change in the arrangement of rooms or the supporting members of a building or change in the relative position of buildings on a site, or substantial change in appearances of any building.

"Existing structure" means a lawfully constructed building that received final building permit clearance prior to January 1, 2022 and which has not been expanded on or after January 1, 2022.

"Urban lot split" means a ministerial application for a tentative parcel map to subdivide an existing parcel located within a single-family residential zone into two parcels, as authorized by Government Code Sections 66452 and 66411.7.

"Nonconforming zoning condition" means a lawful physical improvement or use of land on a property that does not conform with current zoning standards as defined by Section 21.58.030 (Definitions). Also means unlawful physical improvements or use of land that may be subject to Chapter 21.70 (Enforcement).

21.25.035 Site eligibility.

A tentative parcel map for an urban lot split may only be created on parcels satisfying all of the following general requirements. Applications for parcels not satisfying these requirements shall not be accepted by the community development director pursuant to Section 21.38.040.E (Community Development Director's determination):

- A. Zoning district. A parcel that is located within the R-1 (Single-Family Residential) Zoning District, as described in Section 21.08.020.A (Single-family residential zoning district).

- B. Historic property. A parcel that is not listed on the City of Campbell Historic Resource Inventory, as defined by Chapter 21.33 (Historic Preservation).
- C. Legal parcel. A parcel which has been legally created in compliance with this Title and the Subdivision Map Act (Government Code Section 66410 et seq.), as applicable at the time the parcel(s) was created. The City Engineer may require a certificate of compliance to verify conformance with this requirement.
- D. Prior subdivision. A parcel that was not created by a parcel map approved pursuant to Government Code Sections 66411.7 or by a parcel map or subdivision map pursuant to Government Code Section 66499.41.
- E. Hazardous waste site. A parcel that is not identified as a hazardous waste site pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Health and Safety Code Section 25356.

Exception: This restriction shall not apply where the parcel has been cleared for residential use or mixed-use development by the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control.

- F. Flood zone. A parcel that is not located within a special flood hazard area subject to inundation by the one percent annual chance flood (one hundred-year flood), as shown on official maps published by the Federal Emergency Management Agency (FEMA)

Exception: This restriction shall not apply if FEMA has issued a Letter of Map Revision (LOMR) or Letter of Map Amendment (LOMA) for the parcel(s), or where a condition of tentative map approval can ensure that future dwellings constructed upon the new parcels may be made to comply with Chapter 21.22 (Flood Damage Prevention), as determined by the Floodplain Administrator.

- G. Earthquake fault zone. A parcel that is not located within a delineated earthquake fault zone, as identified in official maps published by the State Geologist.

Exception: This restriction shall not apply where a condition of tentative map approval can ensure that future dwelling units constructed upon the new parcels resulting from the urban lot split will comply with the applicable seismic protection building code standards, including those adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5, commencing with Section 18901, of Division 13 of the Health and Safety Code) and Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code, as determined by the Building Official.

- H. Natural habitat. A parcel that is not recognized by the City as a habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
- I. For a parcel where a prior dwelling unit(s) was demolished within the last three years, the demolished unit(s) must not have been occupied by a tenant at any time during the three years preceding the date of the tentative parcel map application for an urban lot

split. The date of demolition shall be either the date a demolition permit was issued or the date the City documented that an unlawful demolition was performed without a permit.

Exception: This restriction shall not apply to housing was destroyed by earthquake, fire, flood, wind, or other calamity or act of God or the public enemy, clearly beyond the control of the property owner.

20.14.040 Objective subdivision standards.

The new lots proposed by a tentative parcel map for an urban lot split shall comply with the allowable lot type, minimum parcel size, minimum lot width, and minimum public frontage requirements specified by Section 6 (Objective Subdivision Standards) of the interim ordinance amending this Chapter.

20.14.050 General requirements and restrictions.

The following requirements and restrictions apply to all proposed urban lot splits allowed by this Chapter:

- A. Adjacent parcels. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously conducted an urban lot split to create an adjacent parcel as provided for in this Chapter.
- B. Dedication and easements. The community development director shall not require dedications of rights-of-way nor the construction of offsite improvements, however, may require recording of easements necessary for the provision of public services and facilities.
- C. Existing structures. Existing structures located on a parcel subject to an urban lot split shall not be subject to a setback requirement. However, any such existing structures shall not be located across the shared property line resulting from an urban lot split, as specified by Section 21.18.040.A.5. This restriction shall not preclude the creation of adjacent or connected structures across a property line provided that the structures meet building code safety standards sufficient to allow separate conveyance as individual dwelling units.
- D. Intent to occupy. Prior to recordation of a parcel map, the applicant shall sign an affidavit provided by the community development director attesting that the applicant intends to occupy one of the newly created parcels as their principal residence for a minimum of three years from the date of the approval of the urban lot split (or issuance of a certificate of occupancy for a new dwelling in the case of a vacant lot). For applications submitted by legal entities, including but not limited to LLCs or corporations, the applicant shall designate a natural person who is a principal, member, or officer of the entity to sign the affidavit attesting that they will occupy one of the newly created parcels as their principal residence for a minimum of three years from the same date.

Exception: This requirement shall not apply to an applicant that is "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

- E. Nonconforming conditions. The City shall not require, as a condition of approval of the tentative parcel map application, the correction of nonconforming zoning conditions. However, no new nonconformities may result from the urban lot split. This provision shall not be construed as to prevent the City from taking enforcement action to remedy unlawful nonconforming zoning conditions pursuant to Chapter 21.70 (Enforcement) following tentative parcel map approval for an urban lot split.
- F. Number of dwelling units. No parcel created through an urban lot split shall be allowed to include more than two existing dwelling units as defined by Government Code section 66411.7(j)(2). Any excess dwelling units that do not meet these requirements shall be relocated, demolished, or otherwise removed prior to recordation of a parcel map. As a condition of tentative parcel map approval, the community development director shall require recordation of a deed restriction on each new lot created by an urban split to document this restriction prior to recordation of a parcel map.
- G. Park impact fee. A fee in-lieu of parkland dedication pursuant to Chapter 20.24 (Park Impact Fees and Park Land Dedication Subdivisions) shall be paid prior to recordation of the parcel map.
- G. Tree removal permits. Notwithstanding Section 21.32.050 (Protected trees), a protected tree(s) may be removed in connection with a tentative parcel map application without a Tree Removal Permit when the tree(s) directly conflicts with the access corridor for a flag lot or when removal is necessary to retain an existing dwelling unit, and the subdivision cannot feasibly be redesigned to preserve the tree(s) while meeting access requirements or avoiding demolition or partial demolition of the existing dwelling unit. Any approved tree removal shall occur prior to recordation of the parcel map.
- H. Subsequent subdivision. A parcel created through a prior urban lot split may not be further subdivided under the provisions of this Chapter. The subdivider shall sign a covenant provided by the community development director documenting this restriction. The covenant shall be recorded on the title of each parcel concurrent with recordation of the parcel map.
- I. Restrictions on Demolition. The proposed urban lot split shall not require the demolition of any of the following types of housing:
 - 1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;
 - 2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power;
 - 3. Housing that has been occupied by a tenant in the last three years.
- J. Storm drain area fee. Prior to recordation of a parcel map, the applicant shall pay the required Storm Drain Area fee, as set by the City's Schedule of Fees and Charges.
- K. Stormwater management. The subdivision shall comply with the requirements of the City's National Pollution Discharge Elimination System (NPDES) Permit as implemented by Chapter 14.02 (Stormwater Pollution Control), and as

demonstrated by a grading and drainage plan prepared by a registered civil engineer.

- L. Zoning and design standards. Construction of dwelling units upon the lots created by an urban lot split shall be subject to the objective zoning and design standards provided by Section 8 (Objective Zoning Standards), Section 9 (Required Parking), and Section 10 (Objective Design Standards) of the interim ordinance adopting this provision that apply uniformly to properties in the R-1 (Single-Family Residential) Zoning District. If any such standard(s) would have the effect of physically precluding the construction of two units on either of the resulting parcels of the urban lot split or that would result in a unit size of less than 800 square feet, the provisions for an exception in Section 11 (Exceptions) of the interim ordinance adopting this provision shall be followed.

20.14.060 Application process.

Applications for urban lot splits shall be submitted and processed in compliance with the following requirements:

- A. Application Type. An urban lot split shall be reviewed by the community development director as a ministerial application for a tentative parcel map, as required by Section 20.16.020 (Tentative parcel map).
- B. Application Filing. Applications for a tentative parcel map for an urban lot split, along with all required materials and fees, shall be filed with the community development department, in accordance with Chapter 21.38 (Application Filing, Processing, and Fees). However, until such time that the City's Schedule of Fees and Charges is updated to include a fee specific for tentative parcel maps for urban lots splits, a fee equal to fifty percent of a tentative parcel map shall be charged.
- C. Review process. The community development director shall ministerially review tentative parcel map applications for urban lot splits in accordance with Chapter 20.16 (Parcel Map Procedures). If the community development director determines that the tentative parcel map is eligible for approval as an urban lot split and complies with the objective standards and general requirements of this Chapter, the tentative parcel map shall be approved. The community development director shall approve or deny a completed tentative parcel map application for an urban lot split within 60 days from the date the application is deemed complete. If no action is taken within the 60-day period, the application shall be deemed approved by operation of law.
- D. Conditions of approval. Approval of a tentative parcel map for an urban lot split may include standard conditions of approval that are objective, non-discretionary, and broadly applicable to tentative parcel maps, as necessary to fulfill the requirements of this Chapter or any other applicable provision of the Campbell Municipal Code.
- E. Approval expiration. Approval of a tentative parcel map shall be valid for a period of two years in accordance with Section 20.16.033 (Expiration of tentative parcel maps). Within this period, a parcel map must be recorded with the Office of the Santa Clara County Clerk Recorder, as specified by Section 21.56.030 (Permit time limits and extensions).

- F. Final map. Following approval of a tentative parcel map, the applicant shall file for a parcel map with the public works department, including all required application materials and payment of required fees. The city engineer shall ministerially approve the parcel map if it is consistent with the community development director’s tentative parcel map approval, including any conditions of approval.
- G. Denial. The community development director may deny an application for a tentative parcel map for an urban lot split that meets the requirements of this section only if the building official makes a written finding, based upon a preponderance of the evidence, that dwelling units to be constructed upon the proposed new parcel(s) would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of California Government Code Section 65589.5, upon the public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. An adverse impact to the physical environment shall not be a basis for denial.
- H. Appeals. A decision of the community development director on a tentative parcel map for an urban lot split is a ministerial action and not appealable.

SECTION 6 (OBJECTIVE SUBDIVISION STANDARDS): The minimum lot area, lot width, public street frontage, and allowable lot types of parcels proposed in new conforming subdivisions, urban lot splits, or lot line adjustments in the R-1 (Single-Family Residential) Zoning District shall be as specified by Table 1 (Parcel Standards – Single-Family Zoning District), which shall supersede conflicting provisions in Section 21.08.040 (Residential subdivision standards).

Table 1
(Parcel Standards – Single-Family Residential Zoning District)

Zoning Map Symbol	Minimum Lot Area (1)		Minimum Lot Width (2)		Minimum Public Street Frontage	Lot Types (4)	
	Conforming Subdivisions	Urban Lot Splits	Conforming Subdivisions (3)	Urban Lot Splits		Allowed	Prohibited
R-1-6	6,000 square feet	1,200 square feet AND Each lot ≥ 40% of the area of the original parcel	60 feet	25 feet	<ul style="list-style-type: none"> • 25 feet (Non-Flag Lots) • 15 feet (Conforming Flag Lots) (5) • 12 feet (Urban Lot Split Flag Lots) 	<ul style="list-style-type: none"> • Interior Lot • Corner Lot • Reverse Corner Lot • Flag Lot (5) (6) • Key Lot • Cul-de-Sac Lot • Pie-Shaped Lot 	<ul style="list-style-type: none"> • Double Frontage Lot • Irregular Lot • Landlocked Lot
R-1-8	8,000 square feet		70 feet				
R-1-9	9,000 square feet		70 feet				
R-1-10	10,000 square feet		80 feet				
R-1-16	16,000 square feet		80 feet				

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)

Notes:

- (1) The minimum lot width for a flag (rear) lot shall not include the access corridor portion of the lot. Further, for conforming subdivisions (i.e., those not created by an urban lot split), flag (rear) lots shall have a minimum lot area equal to ten percent (10%) greater than the minimum identified, excluding the access corridor portion of the lot.
- (2) The minimum lot width for a flag (rear) lot shall not include the access corridor portion of the lot.
- (3) Except for lots created on the bulb of a cul-de-sac which shall be subject to a minimum lot width of 60 feet.
- (4) All newly created parcels and existing parcels proposed to be reconfigured by a Lot Line Adjustment shall only result in an allowed lot type. Prohibited lot types shall not be created.
- (5) The access corridor of a flag lot shall be in fee as part of the parcel and not as an easement and shall be of a maximum width of fifteen (15) feet.
- (6) Existing lots located within the boundaries of the Campbell Village Neighborhood Plan shall not be subdivided or reconfigured by a Lot Line Adjustment to create a flag lot configuration.

SECTION 7 (NUMBER OF UNITS): The number of primary dwelling units permitted on a property within the R-1 (Single-Family Residential) Zoning District shall be as follows in accordance with Government Code Sections 65852.21 and 66411.7:

- A. Minimum allowed. Up to two (2) primary dwelling units are permitted, irrespective of any conflict with the General Plan, except for properties subject to Chapter 21.33 (Historic Preservation), which shall be limited to a maximum of one (1) primary dwelling unit.
- B. Maximum allowed. More than two (2) primary dwelling units may be permitted if the total number does not exceed the maximum density specified by the General Plan land use designation for the property.
- C. Exception. No parcel created through an urban lot split in accordance with Section 5 (Urban Lot Splits) of this interim ordinance shall be allowed to include more than two dwelling units as defined by California Government Code section 66411.7(j)(2).
- D. Dwelling Unit Type. Primary dwelling units may take the form of detached single-family dwellings, attached townhomes, and/or duplexes. A duplex may consist of two dwelling units in a side-by-side or front-to-back configuration within the same structure or one dwelling unit located atop of another dwelling unit within the same structure.

SECTION 8 (OBJECTIVE ZONING STANDARDS): All land uses and structures, and alterations to existing land uses and structures in the R-1 (Single-Family Residential Zoning District), shall be designated, constructed, and/or established in compliance with the requirements in Table 2 (General Development Standards – Single Family Residential District), in addition to the development standards contained in Article 3 (e.g., landscaping, fences, parking and loading) and Article 4 (e.g., accessory structures), which shall supersede conflicting provisions in Section 21.08.050 (Residential development standard).

Table 2
General Development Standards – Single-Family Residential District

Development Standard	Neighborhood Plan (1) Zoning District Map Symbol					
	Conventional (2)	CVNP	STANP (3)	CVNP	STANP (3)	
	R-1-6			R-1-8	R-1-8	R-1-9
Main Structure Maximum Height (4)(5)	35 feet		28 feet			
Main Structure Maximum Stories	2 ½ stories			2 stories	2 ½ stories	
Maximum Lot Coverage (6)	40%			45%	35%	
Maximum Floor Area Ratio (FAR) (6)	0.45					
Minimum Useable Open Space (7)	750 square feet (per lot)					
Minimum Main Structure Property Line Setbacks (8) (9)						
Front	20 feet					25 feet
Rear	4 feet					
Interior Side (10)	4 feet					
Street Side (where applicable)	4 feet (11)					
Parking Facilities (12)	25 feet					
Minimum Separation Distance Between Main Structures on the Same Lot (8)						
For structures located in front of or behind each other	10 feet					
For structures located to the side of each other	5 feet					
Minimum Separation Distance Between Main Structures and Accessory Structures (8)						
Minimum Separation Required	See Section 21.36.020 (Accessory structures)					
Minimum Separation Distance Between Main Structures and Accessory Dwelling Units (8)						
Minimum Separation Required	See Chapter 21.23 (Accessory Dwelling Units)					
Notes:						
(1) The abbreviation "STANP" designates the San Tomas Area Neighborhood Plan and "CVNP" designates the Campbell Village Neighborhood Plan. The boundaries of both neighborhood plans are identified by Figure LU-2 (Special Planning Areas) of the General Plan. The standards and requirements provided in this table shall prevail over any conflict with a neighborhood plan, including any allowance for an exception to the maximum FAR or required setbacks.						
(2) The term "Conventional" refers to any R-1 zoned property not subject to a neighborhood plan.						
(3) Consistent with STANP Land Use Policy 'D', parcels that do not meet the minimum lot size requirement for the district in which it is located (e.g. a 6,000 square foot lot located in the R-1-10 Zoning District)						

- may exercise the side and rear setbacks and lot coverage requirements of the zoning district in which the lot would be conforming (e.g. the setback and lot coverage requirement for a 6,000 square foot lot in an R-1-10 Zoning District would be based on the standards for the R-1-6 zoning district.)
- (4) See Section 21.18.050 (Exceptions to height provisions), for exceptions to the maximum height requirement.
 - (5) The height of main structures shall be measured from finished grade, irrespective of any neighborhood plan provision to the contrary.
 - (6) For properties subject to the STANP or CVNP, the maximum FAR and Lot Coverage shall be calculated excluding the access corridor ("stem") portion of a flag (ear) lot from the net lot area.
 - (7) See definition for "Open space, usable," for specific standards for the required open space area.
 - (8) See Section 21.18.040.B (Exceptions) for exceptions to setback and building separation distance requirements.
 - (9) No setback shall be required for an existing main structure, or a main structure constructed in the same location and to the same dimensions as an existing main structure.
 - (10) No interior side setback shall be required for townhouses, provided that building code safety standards are satisfied as to allow conveyance as a separate fee parcel.
 - (11) To ensure adequate site visibility for pedestrian and vehicular safety, in no circumstance shall a structure be constructed or placed within the triangular areas of a property as depicted in Figures 3-1 and 3-2 of Section 21.18.060 (Fences, walls, lattice and screens).
 - (12) Applies to the vehicular entry to garages, carports, and uncovered parking stalls, as measured to the nearest point of the garage door, the threshold to a carport or garage entry (without doors), or the outer edge of a parking stall, respectively. All other applicable setbacks continue to apply to these parking facilities.

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)

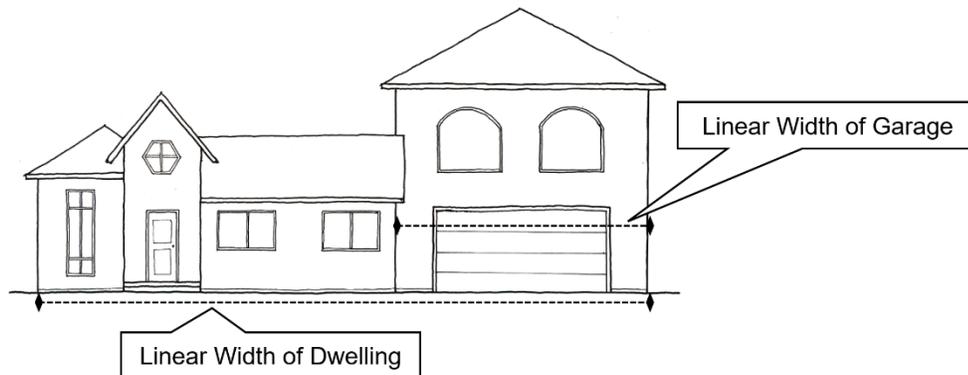
SECTION 9 (REQUIRED PARKING). The parking requirement contained in Table 3-1 (Parking Requirements by Land Use) Section 21.28.040, Table 3-1 (Parking Requirements by Land Use) is hereby amended to read as follows with strikethroughs (~~strikethroughs~~) indicating deleted text and underlining (underlining) indicating added text:

<u>Properties in the R-1 (Single-family) dwelling Zoning District</u>	<u>2</u> 1 spaces for each unit, 1 of which shall be covered.
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SECTION 10 (OBJECTIVE DESIGN STANDARDS). The following objective design standards apply to the construction of new primary dwelling units, as well as to additions or alterations to existing primary dwelling units, on properties subject to the San Tomas Area Neighborhood Plan or the Campbell Village Neighborhood Plan, except for subsection O (Windows), which shall apply to all properties in the R-1 (Single-Family Residential) Zoning District.

- A. Balconies and decks. Rooftop terraces and decks are prohibited. Balconies shall only be permitted on the front elevation and shall incorporate solid obscure side walls (i.e., open railing is prohibited). Further, for properties subject to the Campbell Village Neighborhood Plan, balconies and decks are prohibited along any elevation of a single-family dwelling that abuts a side property line adjoining an R-1 zoned property and within 20 feet of a rear property line adjoining a R-1 zoned property. Balconies or decks that are entirely inset behind a building wall such that there is no opening along a side or property line are not subject to this prohibition.

- B. Building colors. No more than two paint colors may be applied per wall, excluding trim. Additions to existing single-family dwellings shall incorporate the same building colors as the existing structure or otherwise comply with the requirements of this provision.
- C. Columns and pillars. Exterior columns and/or pillars shall not exceed a height of 14 feet or the plate height of the first-story, whichever is less.
- D. Finished floor. The finished floor of the first-story shall not exceed 18 inches in height as measured from finished grade.
- E. Front entryway. A door-surround framing a front door shall not exceed 14 feet in height as measured from finished grade.
- F. Front doors. Front door openings shall not exceed a width of 6 feet or a height of 9 feet.
- G. Front porch. Porches shall have a minimum depth of 5 feet, if proposed.
- H. Garage width. The following standard shall apply to the construction of new single-family dwellings with attached garages:
1. Standard. The linear width of an attached garage shall not exceed 50% or 40% of the linear width of a single-family dwelling, for properties subject to the San Tomas Area Neighborhood Plan or the Campbell Village Neighborhood Plan, respectively, unless the design features identified in subsection '2' are incorporated. For the purposes of this section, the linear width of the dwelling shall be measured as the full extent of the building's front elevation, including the attached garage, regardless of any variations in building wall planes, as illustrated in the graphic below. The linear width of the garage shall include the width of the garage door(s) and any additional wall area that is part of the garage structure, extending from the edge of the garage door to the outermost point of the garage wall.



2. Alternative. In-lieu of the specified maximum garage width, the following alternative design elements may be incorporated:
 - a. The linear width of the garage, as described in subsection 1, shall be recessed from the remainder of the single-family dwelling by a minimum of five feet forming offset building walls; or
 - b. A trellis consisting of wood or metal attached to the single-family dwelling shall be installed over the entire extent of the garage door.

3. Exception. The requirements of this section shall not apply when the garage door is oriented away from the street (i.e., a "side entry").
 - I. Garage conversions. When an attached garage is converted to living area, the existing garage door shall be permanently removed. The opening left by the garage door shall be filled in with wall cladding, building color(s), and window frames that are identical to those used on the primary dwelling, matching the materials, colors, and dimensions of existing exterior walls and windows to remove any appearance of a garage
 - J. Grading. Changes in elevation from the natural grade (AMSL) shall be limited to the minimum extent necessary to ensure that stormwater drains away from buildings and is retained on-site, preventing runoff onto adjacent properties, as demonstrated by a grading and drainage plan prepared by a registered civil engineer.
 - K. Plate height. The plate height of each story for a new single-family dwelling shall be limited to 12 feet as measured from finished floor. The plate height of an addition to an existing single-family dwelling shall match the plate height of the existing structure.
 - L. Roof forms. For new dwellings, roof designs shall be limited to cross-hipped or hipped and valley forms with a slope between 4:12 and 8:12. Gabled and dormer elements are permitted, but all other roof forms are prohibited. Additions to existing dwellings shall match the primary roof form and pitch of the existing structure.
 - M. Roof materials. For new dwellings, no more than two (2) roofing materials shall be used, limited to asphalt composite shingles, photovoltaic shingles, standing seam metal, clay tile, concrete tile, and slate shingles. All other roofing materials are prohibited. Additions shall incorporate the same roofing material as the existing dwelling or otherwise comply with the requirements of this provision.
 - N. Wall materials. For new dwellings, no more than two exterior wall materials shall be used, limited to stucco, horizontal or vertical fiber cement siding (in any profile), horizontal or vertical wood siding (in any profile), and horizontal or vertical engineered (composite) wood siding (in any profile). Stacked stone or brick veneer may be used as an accent material, limited to the lower half of the first story. Additions to existing dwellings shall incorporate the same combination materials as the existing structure or otherwise comply with the requirements of this provision.
 - O. Windows. Windows on stories above the first-story that are less than eight feet from rear or interior-side property lines shall have a sill height of six feet from finished floor.

SECTION 11 (EXCEPTIONS). If any standard in this interim ordinance or the Campbell Municipal Code would physically preclude the construction of up to two primary dwelling units or prevent either unit from achieving a minimum floor area of eight hundred (800) square feet, the Community Development Director shall grant an exception to the applicable standard(s) to the minimum extent necessary to allow a unit of at least 800 square feet, as specified by this section.

- A. Determination. The Community Development Director shall grant exceptions to development standards in the following priority order and only to the minimum extent necessary to resolve a physical constraint. Exceptions that do not remove a physical constraint shall not be granted.
 1. Elimination of the rear setback (for parcels with a rear property line abutting a non-residentially zoned property or roadway);

2. Elimination of the interior-side setback (for parcels with a side property line abutting a non-residentially zoned property or street);
3. Reduction of the front/rear building separation between structures to 5 feet;
4. Reduction of the garage entry setback/minimum driveway depth to no less than 20 feet;
5. Required parking may be uncovered (rather than covered);
6. Elimination of the minimum parking requirement;
7. Increase to the maximum floor area ratio (FAR);
8. Increase to the maximum lot coverage;
9. Reduction to the minimum required private open space;
10. Increase to the number of allowable stories to three stories at a maximum height of 35 feet;
11. Allowance to remove a "protected tree(s)" pursuant to Chapter 21.32 (Tree Protection Regulations) without an otherwise required Tree Removal Permit; then
12. Reduction or elimination of any other standard not identified.

SECTION 12 (PROPERTY LINE ENCROACHMENTS): Section 21.18.040.A (Requirements) is hereby amended to add a new subsection '5,' to read as follows:

5. No portion of any building, including eaves or roof overhangs, shall extend beyond a property line, or into an access easement or the public right-of-way.

SECTION 13 (CHAPTER 21.25): Chapter 21.25 (Two-Unit Housing Development) of the Campbell Municipal Code is hereby repealed.

SECTION 14 (ZONING CLEARANCE APPROVAL): Notwithstanding Section 21.42.020 (Site and architectural review permit required) and Section 21.56.060 (Amendments to an approved project), construction of new primary dwelling unit or alteration or expansion of an existing primary dwelling in compliance with this interim ordinance shall be ministerially reviewed by consideration of a Zoning Clearance in compliance Chapter 21.40 (Zoning Clearances). If the Community Development Director determines that an application for a Zoning Clearance complies with the objective standards and general requirements of this interim ordinance and the Campbell Municipal Code and that the parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, the Zoning Clearance shall be approved. The Community Development Director shall render a decision on the Zoning Clearance application within 60 days from the date the application is deemed complete. If no action is taken within the 60-day period, the application shall be deemed approved.

SECTION 15 (ZONING CLEARANCE DENIAL): The Community Development Director may deny an application for Zoning Clearance that meets the requirements of this interim ordinance only if the Building Official issues a written finding—based on a preponderance of the evidence—that the proposed dwelling unit(s) would have a specific, adverse impact (as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5) on the public

health and safety, and that no feasible method exists to satisfactorily mitigate or avoid this impact. An adverse impact to the physical environment shall not be a basis for denial.

SECTION 16 (SEVERABILITY): If any section, subsection, sentence, clause, or phrase of this interim ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the interim ordinance. The City Council hereby declares that it would have passed this interim ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 17 (STATE LAW). Any provision of this interim ordinance which is inconsistent with Sections 66452.6, 65852.21, or 66411.7 of the California Government Code shall be interpreted in a manner which is the most limiting on the ability to allow construction of two units to effectuate an urban lot split, but which is consistent with State law. The provisions of this interim ordinance shall supersede and take precedence over any inconsistent provision of the Campbell Municipal Code to that extent necessary to effect the provisions of this interim ordinance for the duration of its effectiveness.

SECTION 18 (APPLICATIONS IN PROGRESS): Notwithstanding Section 21.01.050.E (Effect of Zoning Code Changes on Projects in Progress), this interim ordinance shall not apply to any land use permit application that was filed with the Community Development Department and for which all required fees were paid before the effective date of this ordinance, regardless of whether the application has been deemed complete. Applicants may voluntarily withdraw such applications at any time and seek a partial refund of fees in compliance with Section 21.38.030.D (Refunds).

SECTION 19 (PUBLICATION): The City Clerk shall cause this interim ordinance or a summary thereof to be published at least once in a newspaper of general circulation within 15 days after its adoption in accordance with Government Code Section 36933.

SECTION 20 (EFFECTIVENESS): This interim ordinance shall become effective immediately upon adoption for a period of 45 days, unless extended by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2025 by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: SB-450 Interim Ordinance (PLN-2024-185 ~ SB-450 Interim Ordinance)



*City
Council
Report*

Item: 8
Category: NEW BUSINESS
Meeting Date: January 13, 2025

TITLE: Adopt a Resolution Amending the City of Campbell Salary Schedule for Temporary Positions (Resolution/Roll Call Vote)

RECOMMENDED ACTION

Adopt a resolution amending the City of Campbell Salary Schedule for temporary positions to (1) address California's minimum wage increase, (2) reclassify or add new temporary positions, and (3) align the pay rates of temporary positions with those of comparable permanent positions.

BACKGROUND

As of January 1, 2025, the California minimum wage was increased from \$16.00 to \$16.50. Due to this increase, there is a need to adjust the salary schedule for temporary positions to bring the City of Campbell (City) ranges in line with minimum wage requirements and address the impacts on other related positions.

Staff also reviewed the Salary Schedule for temporary positions and determined that certain temporary positions in the Recreation and Community Services Department needed to have titles and/or ranges updated based on the current needs of the department and to have comparable classifications to that of our neighboring agencies; this also allows Human Resources to accurately perform compensation and job analyses against the local labor market.

In addition, staff noted that there are some temporary classifications that are titled and equivalent to that of regular positions but are not receiving the same pay. However, for classifications that are on both the temporary and permanent salary plans, the ranges should be adjusted on the temporary salary plan to reflect the same range as that of the regular positions, so that equal work is being given equal pay.

DISCUSSION

Staff recommends adopting the attached resolution updating the Salary Schedule for temporary positions to (1) address the minimum wage increase, (2) reclassify or add new temporary positions that have been determined to be needed, and (3) align the pay rates of temporary positions with that of comparable permanent positions, as more fully spelled out below.

In addition, staff reviewed the City's current temporary staff list and confirmed that the changes to the salary schedule will not result in adjustments to current salaries aside from those already budgeted by the departments due to the foreseen minimum wage increases.

Minimum Wage Increase

Each year, the City revises pay ranges for temporary positions to align with California's minimum wage order, effective at the start of the calendar year. With California's minimum wage increasing to \$16.50 per hour as of January 1, 2025, staff is proposing adjustments for temporary positions where the minimum salary range will fall below the state's minimum wage on January 1, 2025. Since the minimum wage increase needs to be reflected as of January 1, the effective date of the updated Salary Schedule for temporary positions will be the first day of the pay period including January 1, 2025, which is the pay period starting December 23, 2024.

After reviewing the classifications impacted by the minimum wage increase, including positions within the same series, it was determined that the top of the range of the affected classifications should also be increased by \$0.50 to avoid compaction within each position's salary range.

New Classifications

Staff reviewed the existing temporary classifications on the salary schedule and analyzed the staffing needs of the City. Staff is proposing the addition of three new classifications to the salary schedule to address temporary clerical and professional work that previously did not have appropriate titles to be assigned. Those include:

- Office Assistant
- Office Specialist
- Professional/Technical Employee – Other

The "Professional/Technical Employee – Other" classification may be requested by departments who have a temporary staffing need that does not have a specific classification on the salary plan. When this classification is requested, the department will specify what position they have a need for, and Human Resources will ensure that they are paid within the appropriate salary range based on salary schedule for permanent staff.

Reclassifications/Title Changes

Staff is also recommending title changes and reclassifications to better reflect the work that is performed by temporary staff in the following classifications. These title changes also broaden the ability for departments to hire staff performing similar work in different capacities, while utilizing the same title:

- Aquatics/Fitness Specialist/Pool Manager to Pool Manager
- Engineering Assistant to Engineering Aide
- Field Attendant to Facility Attendant
- Instructor/Lifeguard/Lap Swim Program Attendant to Lifeguard I and Lifeguard II
- Mechanic Journeyman to Mechanic
- Museum Aide to Museum Specialist
- Pre-school Teacher's Aide to Pre-school Instructor I
- Pre-school Instructor/Teacher to Pre-school Instructor II
- Recreation Specialist to Recreation Leader IV
- Relief Site Manager/Senior Nutrition Program to Nutrition Site Specialist
- Senior Instructor Lifeguard to Lifeguard III
- Senior Recreation Specialist to Recreation Case Manager
- Signal & Lighting Technician and Assistant to Lighting & Traffic Signal Technician and Assistant
- Special Interest Class Instructor to Recreation Instructor

Through these title changes, staff is proposing the creation of two temporary classification series. Specifically, staff is recommending the Instructor/Lifeguard/Lap Swim Program Attendant and Senior Instructor Lifeguard classifications be turned into a series of Lifeguard I, Lifeguard II, and Lifeguard III; and that the Pre-school Teacher's Aide and Pre-school Instructor/Teacher become a series of Pre-school Instructor I and Pre-school Instructor II. The Lifeguard series will mirror the Recreation Leader series, in which staff are assigned to higher levels as they become more well versed in their positions and perform more complex tasks. The Pre-school Instructor series will also be based on the complexity of duties being performed. Making these adjustment will more accurately reflect the work being performed in these classifications and reflect the titles and level of duties of similar positions in comparable neighboring agencies. This also allows for Human Resources to effectively perform compensation analyses so that our position are compensated competitively in the market.

Salary Range Adjustments

In order to ensure pay equity based on the work being performed, staff recommends adjusting the salary ranges of temporary classifications that are also on the salary schedule for permanent classifications. Should the Council approve this recommendation, the salary ranges for the following positions will be updated to mirror the hourly rate of the permanent classifications, so that equal pay is being given for equal work:

- Building Inspector
- Engineering Aide
- Engineering Technician
- IT Technician
- Maintenance Worker
- Mechanic

- Planner
- Public Safety Dispatcher
- Public Works Inspector
- Lighting & Traffic Signal Technician and Assistant

Staff also reviewed all current temporary employees who are working in the affected positions, and confirmed that they are already appropriately being paid within the ranges specified in the updated salary plan.

Eliminated Positions

Lastly, several temporary classifications were found to no longer be in use or redundant with another existing position. Therefore, staff is recommending that the following classifications be removed from the salary plan:

- Aerobics Instructor
- Assistant Swim Team Coach
- Building Attendant
- Engineering Intern
- Relief Food Server/Senior Nutrition Program
- Skate Park Attendant
- Sports Official
- Sports Attendant/Scorekeeper
- Swim Team Coach

FISCAL IMPACT

Any increased costs projected for individual temporary employees were included in temporary employee expenditure accounts in the various programs for the Fiscal Year 2024-2025 Adopted Budget. No further budgetary adjustments are needed at this time.

ALTERNATIVES

1. Do not approve the attached resolution and salary schedule for temporary employees.
2. Provide other direction to staff.

Ada Chang

Prepared by:

Ada Chang, Human Resources Manager

Reviewed by:



Angelique Gaeta, Assistant City
Manager

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution - Temporary Salary Schedule 1.13.2025

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
AMENDING THE CLASSIFICATION AND SALARY SCHEDULE FOR TEMPORARY
POSITIONS**

WHEREAS, Section 2.16.010 of the Campbell Municipal Code requires that salaries and wages of all employees of the City be fixed by ordinance or resolution; and

WHEREAS, the City of Campbell utilizes temporary employees in a number of departments based on an hourly pay rate; and

WHEREAS, there is a need to adjust the salary ranges due to an increase in California’s minimum wage and to provide pay equity; and

WHEREAS, a review of all temporary classifications and pay ranges presented a need for updating certain titles, eliminating redundant classifications, and creating new classifications to meet additional staffing needs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve the salary schedule for temporary positions as outlined in Exhibit A.

PASSED AND ADOPTED this _____ day of January 2025, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution - Temporary Salary Schedule 1.13.2025 (Adopt a Resolution Amending the City of Campbell Salary Schedule for



Effective: **12/23/2024**
CITY OF CAMPBELL
TEMPORARY SALARY SCHEDULE
FY 24/25- SALARY SCHEDULE
REVISION 1

JOB TITLE	HOURLY STEP RANGES		
ACCOUNTING ASSISTANT	\$27.00	-	\$55.00
BUILDING INSPECTOR	\$59.28	-	\$72.08
CAD OPERATOR	\$16.50	-	\$43.00
CLERICAL-ADMIN SUPPORT, RECORDS CLERK, OTHERS	\$16.50	-	\$33.50
CROSSING GUARD	\$16.50	-	\$26.50
ENGINEERING AIDE	\$41.16	-	\$50.06
ENGINEERING TECHNICIAN	\$48.91	-	\$59.43
FACILITY ATTENDANT	\$16.50	-	\$25.00
GRAPHICS TECHNICIAN	\$16.85	-	\$33.75
INTERN	\$16.50	-	\$24.00
IT TECHNICIAN	\$57.08	-	\$69.39
LIFEGUARD I	\$16.50	-	\$17.50
LIFEGUARD II	\$17.50	-	\$19.50
LIFEGUARD III	\$19.50	-	\$21.50
LIGHTING & TRAFFIC SIGNAL TECHNICIAN AND ASSISTANT	\$43.96	-	\$67.77
MAINTENANCE WORKER (ALL)	\$34.46	-	\$46.30
MECHANIC ASSISTANT	\$16.50	-	\$27.50
MECHANIC	\$37.73	-	\$53.66
MUSEUM SPECIALIST	\$16.50	-	\$22.50
OFFICE ASSISTANT	\$36.58	-	\$44.53

Attachment: Resolution - Temporary Salary Schedule 1.13.2025 (Adopt a Resolution Amending the City of Campbell Salary Schedule for

JOB TITLE	HOURLY STEP RANGES		
OFFICE SPECIALIST	\$41.93	-	\$50.96
PLANNER	\$53.62	-	\$76.15
POOL MANAGER	\$21.50	-	\$25.00
PRE-SCHOOL INSTRUCTOR I	\$16.50	-	\$20.50
PRE-SCHOOL INSTRUCTOR II	\$20.50	-	\$27.50
PROFESSIONAL/TECHNICAL EMPLOYEE - OTHER	\$25.00	-	\$90.00
PROJECT ENGINEER	\$34.50	-	\$55.00
PROJECT MANAGER	\$26.00	-	\$85.00
PUBLIC SAFETY ASSISTANT	\$26.00	-	\$36.00
PUBLIC SAFETY DISPATCHER	\$52.17	-	\$63.42
PUBLIC WORKS INSPECTOR	\$59.28	-	\$72.08
RECREATION CASE MANAGER	\$25.00	-	\$35.00
RECREATION INSTRUCTOR	\$16.50	-	\$43.00
RECREATION LEADER I	\$16.50	-	\$17.50
RECREATION LEADER II	\$17.50	-	\$19.50
RECREATION LEADER III	\$19.50	-	\$21.50
RECREATION LEADER IV	\$21.50	-	\$25.00
NUTRITION SITE SPECIALIST	\$16.50	-	\$22.50
SENIOR ACCOUNTING SPECIALIST	\$43.00	-	\$70.00
TRAFFIC ENGINEERING ASSISTANT, TRAFFIC ASSISTANT	\$16.50	-	\$23.50
WORK CREW SUPERVISOR	\$16.50	-	\$29.50



*City
Council
Report*

Item: 9
Category: NEW BUSINESS
Meeting Date: January 13, 2025

TITLE: Green Street Infrastructure (GSI) Update

RECOMMENDED ACTION

That the City Council receive an update on the requirements regarding Green Street Infrastructure (GSI), related City efforts and the impact on City resources.

BACKGROUND

Stormwater runoff is one of the largest sources of water pollution in urban and suburban areas. Rainwater runoff from impervious surfaces, such as roadways, rooftops, and parking lots, collects pollutants like oil and grease, animal waste, metals, trash, sediment, and fertilizers. The contaminated stormwater runoff is discharged into the storm drain system which ultimately outfalls to local creeks. These creeks all flow to the San Francisco Bay.

The Federal Clean Water Act was passed to reduce pollution going into waterways. Over the years the regulations associated with discharging stormwater into creeks, streams, lakes, etc., have increased in scope and requirements have become more stringent. In the State of California, compliance with the Clean Water Act and other State and Local water quality regulations are overseen by the California State Water Resources Control Board. The State is divided into nine regions, with each region having its own Regional Water Quality Control Board. The City of Campbell falls within Region 2 which is administered by the San Francisco Bay Regional Water Quality Control Board (RWQCB).

The RWQCB enforces water quality requirements on local cities, counties, and other agencies via a Municipal Regional Permit (MRP), which is typically issued on a countywide basis. The City of Campbell is regulated under the MRP issued for Santa Clara County. The most recent MRP took effect July 1, 2022, and is commonly referred to as MRP 3.0, as it is the third major update of the modern permit.

MRP 3.0 contains significant changes to when stormwater treatment facilities are now required. Attachment A prepared by the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) provides the list of all regulated construction activities and the project size that requires (“triggers”) stormwater treatment facilities under MRP 3.0. In some cases, construction activities that were previously exempt, like roadway reconstruction of any size, will now require the construction of stormwater

treatment facilities if the new or reconstructed impervious area for the project is above a certain size (i.e. threshold). Other activities that were already regulated have had their thresholds lowered, so that smaller projects will also require the construction of stormwater treatment facilities. Other future City roads, sidewalks, and trails type projects are also likely to trigger increased stormwater treatment requirements.

In addition to the stricter requirements listed above that will impact new projects moving forward, MRP 3.0 also includes a “numeric target” that specifically requires the City of Campbell to install additional stormwater treatment facilities to treat the stormwater runoff from 2.51 acres of existing impervious area, such as City streets, sidewalks, public buildings, parking lots, etc. **prior to July 1, 2027.**

DISCUSSION

Stormwater runoff treatment requirements are all tied to the quantity of impervious area. Impervious areas like concrete, asphalt, rooftops, etc. have no capacity to absorb rainwater and allow them to be absorbed into the ground. Any rainwater that lands on these surfaces will have to be collected and discharged to another location. Historically, this water which had not been treated to reduce any of the contaminants collected along the way went into pipes and discharged to local creeks. As previously mentioned, rules and regulations are changing this approach to ensure that the water being discharged to our creeks and the San Francisco Bay is treated.

Treating stormwater runoff using Green Street Infrastructure (GSI), referring to incorporating stormwater treatment facilities into the design of the streets, can be implemented in many ways. The currently prescribed method is known as “Low Impact Development” or LID for short. The method uses special soils and plants to treat stormwater using natural biological processes to trap and break down pollutants. Examples include bio-treatment areas, bio-swales, infiltration trenches, and pervious pavement surfaces to infiltrate water into the ground.

Hacienda Avenue Green Street Improvements Project

One of the best examples of GSI in the entire Bay Area is the Hacienda Avenue Green Street Improvements Project in Campbell. This project was constructed in 2016 as part of a pilot program implemented under MRP 1.0 to construct ten projects around the Bay Area to illustrate GSI. The project treats stormwater runoff from Hacienda Avenue between Winchester Boulevard and Burrows Road, approximately one mile in length. The bio-treatment facilities constructed along the edges of the roadway collect the runoff from the adjacent street and sidewalk areas, as well as stormwater runoff from the private properties fronting Hacienda Avenue. In total, the stormwater runoff from approximately 18 acres is treated and mostly infiltrated into the ground through these bio-treatment areas. The areas around Hacienda Avenue have excellent soil for

groundwater infiltration, as is evident by the many Valley Water infiltration ponds in the surrounding area.

Impact to Upcoming City Projects

As previously mentioned, MRP 3.0 has increased the requirements for the installation of stormwater treatment facilities by project type not just with new construction. Many City projects that were previously exempt from providing stormwater treatment facilities will now be required to provide treatment. For instance, projects that construct / reconstruct pavement and sidewalk will be the most impacted by these changes as they were previously exempt from most of these requirements. As discussed in more detail below, the continued operation and maintenance of these new facilities will also become a significant on-going cost to the City's budget.

Land Development Projects

One of the most significant changes to be adopted with MRP 3.0 is the requirement that private land development projects must now treat the stormwater runoff associated with the construction of public street improvements as part of the development. This will require developers to construct stormwater treatment facilities in the public right-of-way, with either the property owner, Homeowner's Association, or the City of Campbell's Community Facilities District No. 2 providing the on-going operation and maintenance. This will likely create many small treatment facilities scattered throughout the City.

MRP 3.0 includes an option known as "Alternate Compliance" which allows an agency to voluntarily construct a larger project where it may be more cost-effective, or more desirable, and then exchange that treatment area for another area where it is infeasible, undesirable or impractical to do stormwater treatment. Other cities have done this and allowed developers to pay an in-lieu fee to "buy-in" to the City's facility.

Meeting the MRP 3.0 2027 Numeric Target

To meet the numeric target of treating 2.51 acres of existing impervious area would equal to approximately 3,300 square feet of stormwater treatment area. This assumes installing bio-treatment areas sized at approximately 3% of the tributary equivalent impervious area being treated. The 3% assumption is based on an analysis conducted by the Bay Area Stormwater Management Agencies Association.

Initially, staff was hopeful that Campbell could try to meet the numeric target by leveraging the significant investment the City made in the Hacienda Green Street Project. Although the Hacienda project was a pilot project under MRP 1.0, its size exceeds what would have qualified as a pilot project. Unfortunately, the final language in MRP 3.0 specifically excludes facilities constructed prior to January 1, 2021, being credited against the numeric target.

In 2018, as part of developing the Green Street Infrastructure Plan, SCVURPPP hired a consultant to prepare some concept-level projects throughout Santa Clara County. One concept project looked at installing biotreatment facilities along Dell Avenue from East Sunnyoaks Avenue to Division Street. As Dell Avenue is in an older industrial area with more pollutants of concern, the street would be an ideal candidate for a new stormwater treatment project. It would require repurposing some of the parking lanes along Dell Avenue for the stormwater bio-treatment areas. However, with over 7 acres of treatable (impervious) right-of-way, there should be an opportunity for the City to create the stormwater treatment facilities needed to treat the required 2.51 acres. As this was only a concept, it would involve design work to determine the specific details of the project of which no funding is available for design and construction.

Staff will continue to explore other potential options to meet the numeric target. One possibility is to look for opportunities in non-regulated projects to install stormwater treatment facilities and “bank” those areas towards meeting the target. However, this option would risk not meeting the deadline of June 30, 2027. Another option to meet the target is to seek City properties, such as the Community Center or Service Yard, to retrofit with stormwater treatment facilities. Biotreatment areas could be installed to treat the stormwater runoff from existing building roofs and parking lots. Another is to seek City properties to treat 2.51 acres which could be installing bio-treatment areas to treat the roof runoff from the buildings or renovating parking lots with stormwater treatment facilities. If available, existing turf may be converted into an acceptable bio-treatment area.

Construction Costs

The costs for future City projects will increase if they are deemed regulated projects under the requirements of MRP 3.0. The cost to construct stormwater treatment facilities also continues to increase and can vary based on the size and type of treatment facilities needed to treat their associated stormwater runoff. As an example, a recent survey of City of San Jose projects (subject to the same stormwater permit requirements as Campbell) indicates a cost of approximately \$476,000 per acre of impervious area treated.

O&M Costs

While the initial cost of constructing stormwater facilities is significant, the on-going cost to operate and maintain (O&M) these facilities is also considerable. As an example of the City costs related to the operation and maintenance of these facilities, staff reviewed current costs for both the Hacienda Green Street, whose maintenance is funded through the City General Fund, and the Jasmine Court subdivision, whose maintenance is funded by special taxes paid by the homeowners in the subdivision through the City’s Community Facilities District No. 2 (CFD). The table below illustrates the O&M costs for the two projects and the associated number of acres treated.

Location	Runoff Treated	O&M \$/year	Annual O&M
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	(acres)		\$/acre treated
Hacienda Green Street	18	\$105,000	\$5,800
Jasmine Court	0.85	\$8,600	\$10,000

In addition to the routine costs listed above, these infrastructure assets have a limited useful life, and periodic renovation and upgrades should be expected, and replacement may be required as these facilities age. The Community Facilities District attempts to prepare for these expenses by building up a capital fund to provide for these future costs for the stormwater facilities maintained through the CFD.

Next Steps

For compliance with MRP 3.0 requirements, the following are recommended:

- a) Identify a project or projects to treat 2.51 acres of stormwater runoff of existing impervious area by June 30, 2027;
- b) Evaluate new City projects for their respective stormwater requirements;
- c) Identify funding sources to address stormwater treatment needs associated with the 2.51 acres numeric target and new City projects;
- d) Determine and identify ongoing O&M costs associated with all stormwater treatments facilities; and
- e) Continue to work with developers to ensure land development projects comply with the MRP 3.0 requirements.

FISCAL IMPACT

This is only an update to the City Council on new MRP 3.0 requirements and there are no fiscal impacts at this time. However, there will be fiscal impacts as noted above once future affected capital projects are considered, approved, and constructed. Staff will include the fiscal impacts of MRP 3.0 requirements in the proposals for future affected capital projects.

Prepared by:



Amy Olay, City Engineer

Reviewed by:



Todd Capurso, Director of Public Works

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. MRP 3.0 Summary

MRP 3.0: Development Projects Requiring LID Treatment for Stormwater

Project Type/Description	Impervious surface area created or replaced			Notes	Subprovision
	Threshold Area	MRP 2.0	MRP 3.0		
Parcel-Based Requirements					
Detached single-family home not part of a larger plan of development	Cumulative	Exempt	10,000 SF	1, 2, 3	C.3.b.ii.(6)
Public/private development (e.g. new library on previously undeveloped site)	Cumulative	10,000 SF	5,000 SF	1, 2, 4	C.3.b.ii.(1), (2)
Public/private redevelopment project (e.g. renovated hospital)	Cumulative	10,000 SF	5,000 SF	1, 2, 4	C.3.b.ii.(3)
Renovation of existing public/private parking lots and other pavement (see applicable activities below)	Cumulative	Exempt	5,000 SF	1, 2, 4, 5	C.3.b.ii.(1)
Roads, Sidewalks, and Trails					
New roads, including sidewalks and bike lanes	Contiguous	10,000 SF	5,000 SF	1, 6	C.3.b.ii.(4)
Adding traffic lanes to an existing road	Contiguous	10,000 SF	5,000 SF	1, 6	C.3.b.ii.(4)
New stand-alone trail projects 10 feet wide or wider with impervious surface	Contiguous	10,000 SF	5,000 SF	1, 7	C.3.b.ii.(4)
Sidewalk gap closures, sidewalk replacement, ADA curb ramps not associated with a parcel-based project	Contiguous	10,000 SF	5,000 SF	1	C.3.b.ii.(3)
Road Maintenance Projects					
Reconstructing existing roads, including sidewalks and bicycle lanes (see applicable activities below)	Contiguous	Exempt	1 acre	1, 8, 9	C.3.b.ii.(5)
Extending roadway edge (e.g., lane widening, safety improvement, paving a graveled shoulder)	Contiguous	Exempt	1 acre	1, 8, 9, 10	C.3.b.ii.(5)
Utility trenching projects ≥ 8 feet wide on average over entire length of project	Contiguous	Exempt	1 acre	1, 8, 9	C.3.b.ii.(5)
Specific Activities: Work Included or Exempt When Calculating Threshold Area of Project (e.g., 5,000 SF, 1 acre)					
Upgrade from dirt to gravel (exempt if built to spec for pervious pavement)		Included	Included	1	C.3.b.ii.(1)(b)(iii)
Upgrade from dirt/gravel to pavement (exempt if built to spec for pervious pavement)		Included	Included	1	C.3.b.ii.(1)(b)(iii)
Removing/replacing asphalt or concrete to top of base course or lower		Exempt	Included	1	C.3.b.ii.(1)(b)(iii)
Repair of pavement base (i.e. base failure repair)		Exempt	Included	1	C.3.b.ii.(1)(b)(iii)
Extending the pavement edge or paving graveled shoulders		Exempt	Included	1	C.3.b.ii.(1)(b)(iii)
Interior Remodels		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Repair of roof or exterior wall surface		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Pothole and square cut patching		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Overlay gravel on existing gravel		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Overlay asphalt or concrete on existing asphalt or concrete (no increase in area)		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Upgrade from chip seal or cape seal to asphalt or concrete (no increase in area)		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Shoulder grading		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Reshaping/regrading drainage		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Crack sealing		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Pavement preservation that does not expand road prism		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)
Vegetation maintenance		Exempt	Exempt		C.3.b.ii.(1)(b)(ii)

Notes:

- Change effective July 1, 2023, per Provision C.3.b.iii.
- Projects that fall under the planning and building authority of the Permittee.
- Includes addition of an ADU within a lot.
- "Project" includes any frontage improvements.
- Prior to MRP 3.0, implementation of stormwater treatment for renovated pavement has varied by jurisdiction and by project.
- Caltrans highway projects are excluded.
- Work may be excluded if runoff is directed to a vegetated area.
- Acreege treated with road maintenance projects can count towards minimum GI numeric requirement.
- Alternative minimum sizing criteria for bioretention facilities (typically 2% or less of tributary area) may apply.
- These activities were moved from Provision C.3.b.ii.(1) during the May 11, 2022 adoption hearing.

The new Special Project Category C becomes effective July 1, 2023. Until then, MRP 3 authorizes implementation of the old category C requirements, which are included in Attachment I.

See C.3.e.iii Implementation Level on pg. C.3-20

- Prior to July 1, 2023, Permittees shall implement Provision C.3.e.ii in Attachment I, which are requirements from the Previous Permit.
- Beginning July 1, 2023, Permittees shall implement Provision C.3.e.ii.



*City
Council
Report*

Item: 10
 Category: COUNCIL COMMITTEE REPORTS
 Meeting Date: January 13, 2025

TITLE: Council Committee Reports

RECOMMENDED ACTION

That the City Council report on activities from their committee assignments.

DISCUSSION

This is the section of the City Council Agenda that allows the City Councilmembers to report on items of interest and the work of City Council Subcommittees.

MAYOR LOPEZ

Campbell Ministerial Interfaith Group
 City Attorney Performance/Compensation Subcommittee
 City Clerk Performance/Compensation Subcommittee
 City Manager Performance/Compensation Subcommittee
 Finance Subcommittee
 West Valley Mayors and Managers

Bay Area Quality Management District Board of Directors**
 Cities Association of Santa Clara County - City Selection Committee
 League of Cities Peninsula Division Executive Committee**
 Silicon Valley Clean Energy Audit Committee**
 Valley Transportation Authority Board of Directors**

Silicon Valley Clean Energy JPA Board of Directors (Alt.)
 West Valley Sanitation District (Alt.)

VICE MAYOR FURTADO

Advisory Commissioner Appointment Interview Subcommittee
 City Attorney Performance/Compensation Subcommittee
 City Clerk Performance/Compensation Subcommittee
 City Manager Performance/Compensation Subcommittee

Association of Bay Area Governments (ABAG)
 Santa Clara County Emergency Operational Council (EOAC)**
 West Valley Clean Water JPA
 West Valley Sanitation District

West Valley Solid Waste Authority JPA

Friends of the Heritage Theater Liaison (Alt.)
 Silicon Valley Animal Control Authority Board (SVACA) (Alt.)
 Valley Transportation Authority Policy Advisory Committee (Alt.)
 West Valley Mayors and Managers (Alt.)

COUNCILMEMBER BYBEE

Education Subcommittee
 Legislative Subcommittee

Cities Association of Santa Clara County:

Board Representative
 Legislative Action Committee
 Santa Clara County Library District JPA Board of Directors
 Silicon Valley Animal Control Authority Board (SVACA)

Campbell Historical Museum & Ainsley House Foundation Liaison (Alt.)
 West Valley Sanitation District (Alt.)

COUNCILMEMBER HINES

DCBA Liaison
 Economic Development Subcommittee
 Finance Subcommittee

Santa Clara Valley Water District County Water Commission

Cities Association of Santa Clara County:

Board Representative (Alt.)
 Legislative Action Committee and City Selection Committee (Alt.)
 Santa Clara County Housing and Community Development Advisory Committee (Alt.)
 West Valley Clean Water JPA (Alt.)
 West Valley Solid Waste Authority JPA (Alt.)

COUNCILMEMBER SCOZZOLA

Advisory Commissioner Appointment Interview Committee
 Campbell Historical Museum & Ainsley House Foundation Liaison
 Economic Development Subcommittee
 Education Subcommittee
 Friends of the Heritage Theater Liaison
 Legislative Subcommittee

Cities Association of Santa Clara County Executive Board**
 Santa Clara County Housing and Community Development Advisory Committee
 Santa Clara Valley Water District: County Water Commission (Alt.)
 Silicon Valley Clean Energy JPA Board of Directors

Silicon Valley Clean Energy JPA Board of Directors: Executive Committee**
Silicon Valley Clean Energy Finance and Administration Committee**
Silicon Valley Clean Energy Legislative Committee**
Valley Transportation Authority Policy Advisory Committee

DCBA Liaison (Alt.)
Santa Clara County Library District JPA Board of Directors (Alt.)
Association of Bay Area Governments (Alt.)

****appointed by other agencies**

Prepared by:



Kristen Epolite, Deputy City Clerk

MEMORANDUM



City of Campbell

City Clerk's Office

To: Honorable Mayor and City Council

Date: January 13, 2025

From: Andrea Sanders, City Clerk

Subject: Desk Item 1 – Revision to December 17, 2024 Minutes

The purpose of this desk item is to revise Item 1, approval of regular meeting minutes of December 17, 2024. The minutes on item 13, approval of the 2025 City Council meeting schedule reflected an incorrect roll call vote.

The corrected roll call vote should be reflected as follows:

M/S: Bybee/Furtado – That the City Council cancel the July 15 Council meeting, move the August 5 meeting to Monday, August 4, cancel the January 6, 2026 meeting and adopt resolution 13252 approving the 2025 City Council meeting schedule. The motion was adopted by the following roll call vote:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bybee
SECONDER:	Furtado
AYES:	Hines, Lopez, Scozzola, Furtado, Bybee