



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

Tuesday, February 18, 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

1. Present Certificate of Recognition to the STEM Winner of the Santa Clara Valley Science and Engineering Fair Association (SCVSEFA) 2023 Synopsis Championship Science Fair.

Recommended Action: That the City Council recognize the Campbell student winner of the Santa Clara County 2023 Synopsis Championship Science Fair.

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.

2. **Minutes of City Council Regular Meeting of February 4, 2025**
Recommended Action: Approve the regular meeting minutes of February 4, 2025
3. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$3,357,530.74
4. **Investment Report - Quarter Ending December 2024**
Recommended Action: That the City Council approve the Investment Report for the quarter ending December 2024 and the report be noted and filed.
5. **Adopt a Resolution Approving Disaster Grant Agreements with the State of California Governor's Office of Emergency Services (CalOES) and Authorizing the City Manager and the Finance Director to Execute on Behalf of the City**
Recommended Action: That the City Council adopt a Resolution approving disaster grant agreements with the State of California Governor's Office of Emergency Services (CalOES) and authorizing the City Manager and the Finance Director to execute on behalf of the City.
6. **Consider Approving of a Memorandum of Understanding with the Cities of Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos to Formalize the Collaborative Efforts to Conduct a West Valley Shelter Feasibility Study for the Possible Development of Temporary and Emergency Housing Facilities and Programs to Service the West Valley Area and Authorizing the City Manager to Execute the Memorandum of Understanding.**
Recommended Action: That the City Council adopt a Resolution approving and authorizing the City Manager to execute the Memorandum of Understanding with the Cities of Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos to formalize collaborative efforts to conduct a feasibility study related to potential temporary and emergency housing facilities in the West Valley Area.
7. **Accept the City Facilities Roof Replacement Project – FY 2024 (24-TT) and File the Notice of Completion**
Recommended Action: That the City Council adopt a resolution accepting the City Facilities Roof Replacement Project for FY 2024 (CIP No. 24-TT) and directing the Public Works Director or designee to file the Notice of Completion.

8. **Resolution Commending Chad Carveiro for 34 Years of Service to the City of Campbell**

Recommended Action: It is recommended that the City Council adopt a resolution commending Chad Carveiro for his 34 years of outstanding service to the City of Campbell.

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.

9. **Public Hearing to Consider an Interim Ordinance Related to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to Implement Recent Feedback and Direction from the California Department of Housing and Community Development (HCD) and Recent Legislative Updates (SB 1211 & AB 2533). (Ordinances / Roll Call Vote)**

Recommended Action: It is recommended that the City Council adopt an Interim Ordinance to implement recent feedback and direction from the California Department of Housing and Community Development (HCD) and recent legislative updates (SB 1211 & AB 2533).

10. **Public Hearing to Consider Adoption of an Ordinance to Extend Interim Ordinance No. 2321 Which Established Urgency Measures to Implement 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. (Ordinance/Roll Call Vote)**

Recommended Action: It is recommended that the City Council adopt an ordinance to extend Interim Ordinance No. 2321, which established urgency measures to implement Senate Bill No. 450 (2024).

NEW BUSINESS

UNFINISHED BUSINESS

COUNCIL COMMITTEE REPORTS

11. **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
Report*

Item: 1
 Category: SPECIAL PRESENTATIONS
 AND PROCLAMATIONS
 Meeting Date: February 18, 2025

TITLE: Present Certificate of Recognition to the STEM Winner of the Santa Clara Valley Science and Engineering Fair Association (SCVSEFA) 2023 Synopsis Championship Science Fair.

RECOMMENDED ACTION

That the City Council recognize the Campbell student winner of the Santa Clara County 2023 Synopsis Championship Science Fair.

BACKGROUND

The mission of the Santa Clara Valley Science and Engineering Fair Association (SCVSEFA) is “To awaken more students to the wonder and power of Science, Technology, Engineering, and Mathematics (STEM)”.

This is accomplished by holding an annual regional Science and Engineering Fair where hundreds of students and teachers compete for prizes, awards, and scholarships. All of this is achieved through the dedicated efforts and coordination of the many sponsors and professionals who serve as Judges, Teachers, and dedicated Volunteers. The 2024 Fair was held in April 2024.

Through this annual Fair competition, hundreds of the area’s students are challenged to go beyond their classroom studies to do independent project-based research. They work independently or in teams to address questions in the fields of Computer Science, Environmental Science, Medicine & Health, Chemistry, Biology, and a half dozen other categories.

This year’s Campbell winner is Garuda Chen. Garuda entered as a 7th grade student from Latimer Middle School. Her project titled “*How do butterflies fly in the rain?*” won first place in the Junior Division in the Physical Science and Engineering category. Additionally, Garuda received a Certificate of Merit in the Science category and the Bessie Stough award. It is with great enthusiasm that we recognize Campbell’s student winner in the Synopsis Silicon Valley Science and Technology Championship.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Prepared by: _____
Andrea Sanders, City Clerk

Approved by: 

Brian Loventhal, City Manager

CITY COUNCIL MINUTES

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



REGULAR MEETING OF THE CAMPBELL CITY COUNCIL

Tuesday, February 4, 2025 – 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
Anne Bybee	Councilmember	Present
Terry Hines	Councilmember	Present
Elliot Scozzola	Councilmember	Present
Dan Furtado	Vice Mayor	Present
Sergio Lopez	Mayor	Present

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lopez.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

There were no special presentations and proclamations.

COMMUNICATIONS AND PETITIONS

A written communication was received on a non-agendized item and has been included as part of the public record.

Mayor Lopez stated the Campbell Police Department’s primary mission is to ensure the safety and security of all members of our community, regardless of their immigration status. Our focus is on preventing crime, responding to emergencies, and fostering a safe environment for everyone in Campbell. The Campbell Police Department follows California state law, including the California Values Act (SB 54), which sets clear guidelines on the role of local law enforcement in immigration matters. Local law

Minutes Acceptance: Minutes of Feb 4, 2025 7:00 PM (CONSENT CALENDAR)

enforcement agencies, including Campbell PD, do not conduct immigration enforcement, as that is the responsibility of federal agencies such as Immigration and Customs Enforcement (ICE) and Customs and Border Protection (CBP).

ORAL REQUESTS

Andrew L., Campbell resident, spoke in support of urban bee keeping and requested the City review its bee ordinance for more relaxed requirements.

Ethan Liang, Campbell resident, spoke in support of urban bee keeping and requested the City review its bee ordinance for more relaxed requirements.

COUNCIL ANNOUNCEMENTS

February is Black History Month. Black History Month is an important time dedicated to honoring the achievements, history, and contributions of African Americans. It's a celebration of resilience, creativity, and the significant impact Black individuals have made across various fields such as literature, science, music, politics, and more. It's also an opportunity to educate ourselves and reflect on the ongoing struggles for racial justice and equality.

The Civic Improvement Commission is excited to announce the launch of its Youth Photo Contest "Capture Campbell." Capture Campbell encourages its youth to capture what Campbell looks like through their eyes. The contest runs January 1 through April 30. To find out more, please visit the City's website at campbellca.gov.

Spread the love at Campbell's 48th annual Valentine 5K Fun Run/Walk on Saturday, February 8 at 9:00am. Don't delay, get registered in advance to receive your free race shirt and medal! For additional information or to register, please visit campbellca.gov.

Celebrate the "Year of the Snake" with entertainment and dinner for adults 50+ on Sunday, February 9 from 5:00-7:00pm at the Campbell Community Center. The cost is \$25.00 per person. The last day to purchase tickets is February 4. For more information please visit, campbellca.gov/adultcenter.

Be our guest! Visit the Campbell Community Center on Saturday March 1 from 10:00am-1:00pm to learn about classes and camps available to and to meet instructors and camp leaders. Enjoy STEM activities, live music and Kona ice. To sign up go to campbellca.gov/aquatics.

Please also join us for the Campbell PreSchool open house at the Campbell Community Center on Saturday, March 1 from 10:00am-12:00pm. Preschool registration opens March 11 for residents and March 12 for everyone. To find out more, please visit campbellca.gov/recreation.

The AARP Foundation is providing free income tax assistance thru Friday, April 11 at the Campbell Community Center's Adult Center. This service is available for low to moderate income adults and families ages 18+. Please visit campbellca.gov for more information.

In partnership with Standford Blood Center, Cloud City Supply will be holding its third annual Blood Drive this Saturday, February 8, 2025, from 10:00am – 4:00pm at the Campbell Community Center Roosevelt Room Q-80.

CONSENT CALENDAR

Mayor Lopez asked if anyone wished to remove an item from the Consent Calendar. Items four and five were removed from Consent. The Consent Calendar was considered as follows:

1. **Minutes of City Council Executive Session Meeting of January 13, 2025**
Recommended Action: Approve the executive session meeting minutes of January 13, 2025.
 This action approves the executive session meeting minutes of January 13, 2025.
2. **Minutes of City Council Regular Meeting of January 13, 2025**
Recommended Action: Approve the regular meeting minutes of January 13, 2025.
 This action approves the regular meeting minutes of January 13, 2025.
3. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of \$1,013,304.00.
 This action approves the bills and claims in the amount of \$1,013,304.00 as follows: payroll checks dated January 2, 2025, in the amount of \$75,135.77; bills and claims checks dated January 6, 2025, in the amount of \$372,520.15; bills and claims checks dated January 13, 2025, in the amount of \$532,581.52; and payroll checks dated January 16, 2025, in the amount of \$33,066.56.
6. **Accept the Resignation of Bill Zhang from the Historic Preservation Board**
Recommended Action: That the City Council accept the resignation of Bill Zhang from the Historic Preservation Board and direct the City Clerk to prepare the Notice of Unscheduled Vacancy and advertise the vacancy.
 This action accepts the resignation of Bill Zhang from the Historic Preservation Board and directs the City Clerk to prepare the Notice of Unscheduled Vacancy and advertise the vacancy.
7. **Accept the Campbell Community Center – Building M Roof Replacement Project 24-SS and File the Notice of Completion**
Recommended Action: That the City Council adopt a resolution accepting the Campbell Community Center - Building M Roof Replacement Project (CIP No. 24-SS) and directing the Public Works Director or designee to file the Notice of Completion.

Resolution 12356 accepts the Campbell Community Center - Building M Roof Replacement Project (CIP No. 24-SS) and directs the Public Works Director or designee to file the Notice of Completion.

- 8. **Authorization to Execute a Purchase Order with Russ Bassett, in the Amount of \$200,314, for the Procurement of Dispatch Console Stations as Programmed in the CIP for the Measure O – Police FF&E Project (CIP No. 22-JJ), and a 10% Contingency Amount of \$20,031 for Potential Service Modifications and Their Associated Costs (Resolution/Roll Call Vote)**

Recommended Action: That the City Council adopt a resolution authorizing: 1) the execution of a purchase order with Russ Bassett, in the amount of \$200,314, for the procurement of Dispatch Console Stations as programmed in the CIP for the Measure O - Police FF&E project (No. 22-JJ); 2) staff to dispense with the City’s formal bidding procedures as specified in the exemptions of Campbell Municipal Code (CMC) Section 3.20.030, subsections (6) and (7); 3) an additional 10% contingency amount of up to \$20,031 for potential service modifications and their associated costs; 4) the Public Works Director to negotiate and execute contract change orders up to and within the allocated contingency amount; and 5) the City Manager to execute said purchase agreement as specified in Campbell Municipal Code Section 3.20.100.

Resolution 12357 authorizes: 1) the execution of a purchase order with Russ Bassett, in the amount of \$200,314, for the procurement of Dispatch Console Stations as programmed in the CIP for the Measure O - Police FF&E project (No. 22-JJ); 2) staff to dispense with the City’s formal bidding procedures as specified in the exemptions of Campbell Municipal Code (CMC) Section 3.20.030, subsections (6) and (7); 3) an additional 10% contingency amount of up to \$20,031 for potential service modifications and their associated costs; 4) the Public Works Director to negotiate and execute contract change orders up to and within the allocated contingency amount; and 5) the City Manager to execute said purchase agreement as specified in Campbell Municipal Code Section 3.20.100.

M/S: Scozzola/Hines – That the City Council approve the Consent Calendar with the exception of items four and five. The motion was adopted by the following roll call vote:

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

ITEMS CONSIDERED SEPARATE FROM CONSENT

- 4. **Monthly Investment Transactions Report (December 2024)**

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

Councilmember Hines referenced agenda packet page 26 and noted that the loss of \$200,000 reflected a market number, and the funds will remain until maturity and will be sold at maturity.

Minutes Acceptance: Minutes of Feb 4, 2025 7:00 PM (CONSENT CALENDAR)

M/S: Hines/Bybee – That the City Council review and accept the Monthly Investment Transactions Report for December 2024. The motion was adopted by the following roll call vote:

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

5. **Monthly Treasurer's Report (December 2024)**

Recommended Action: That the City Council review and accept the Monthly Treasurer's Report for the month ended December 31, 2024.

Councilmember Hines referenced agenda packet page 48 and asked, for all City Funds, where does the increase of \$2.4 million in fund balance come from. Finance Director Fuentes provided him with a detailed response. Councilmember Hines requested the information from Director Fuentes be included in the minutes.

City Clerk Sanders included the supplemental information as part of the public record with the February 4, 2025 agenda packet.

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

9. **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.

Now is the time and place for a public hearing to consider adoption of 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.

Community Development Director Eastwood presented a staff report dated February 4, 2025.

Following City Council questions, Mayor Lopez opened the public hearing and asked if anyone wished to speak.

Bob Dougherty, Campbell resident, stated that his yard did not have weeds higher than six inches and would like his property to be considered in substantial compliance and removed from the weed abatement list.

David Olszewski, Campbell resident stated that he was put on the list before he had an opportunity to remove his weeds. He stated that he is now in compliance and requested removal from the list.

Rhonda Noonan, Campbell resident, stated that she has been on the list for three years and is in compliance. She noted her serious health issues and requested removal from the list.

Lee Ann Knight, Campbell resident stated she was not appropriately notified of from the County, that she has met with Code Enforcement and is in compliance. She stated concerns with potentially losing her fire insurance and requested removal from the list.

James Crow, Campbell resident, stated that although the Weed Abatement program is a good thing, it opens property owners up to losing their fire insurance. Additionally, he noted how difficult it is to be removed from the list once the property has been placed on it.

Seeing no one else wishing to speak, Mayor Lopez closed the public hearing.

Garik Iosilevsky, Santa Clara County Consumer and Environmental Protection Agency Weed Abatement Manager, spoke to some of the public concerns. Regarding Bob Dougherty's property, it has been in compliance for the last two years. If in compliance again this year he would be removed from the program. If he can show the successful completion of his landscaping project that prevents the growth of weeds, he would be removed from the list without any fees assessed.

The properties of David Olsewski and Rhonda Noonan have not been recently reviewed to determine compliance.

The property of Lee Ann Knight has been reviewed and while the property is currently in compliance, due to previous concerns, it should remain on the list through the current fire season.

The City Council discussed program concerns such as properties remaining on the list for three years and fire insurance concerns for residents.

Community Development Director Eastwood provided additional information on recent program changes and that he can continue to work with Mr. Iosilevsky.

Mayor Lopez summarized the Council's comments and noted that the properties on 1078 Longfellow Avenue and 730 Chapman Drive should be removed from the list as recommended in the staff report.

Property owners at 1231 Virginia Avenue, 1270 Theresa Avenue and 904 Hazel Avenue are properties that are currently in compliance and have requested removal from the list. The City Council discussed having those properties remain on the list for one year or removed completely.

The City Council discussed the public speakers that requested removal from the list at properties 759 Marilyn Drive and 815 Marilyn Drive. It was directed that the

County reassess these properties and if found in compliance, they would be removed from the list.

M/S: Hines/Furtado – That the City Council adopt Resolution 12358 directing the Community Development Director to proceed with the abatement of hazardous vegetation by the Santa Clara County Consumer and Environmental Protection Agency; remove properties at 1078 Longfellow Avenue, 730 Chapman Drive, 1231 Virginia Avenue, 1270 Theresa Avenue and 904 Hazel Avenue from the list; and that the County assess the properties at 759 Marilyn Drive and 815 Marilyn Drive to determine if in compliance, if in compliance, they should be removed from the list. The motion was adopted by the following roll call vote:

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

NEW BUSINESS

- 10. **Designation of City Representative for County of Santa Clara Housing and Community Development Advisory Committee (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution designating a city representative and an alternate member for the County of Santa Clara Housing and Community Development Advisory Committee.

Community Development Director Eastwood presented a staff report dated February 4, 2025.

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

Councilmember Scozzola noted he would like to serve as the City representative.

Councilmember Hines stated he would like to serve as the as the City alternate.

M/S: Furtado/Bybee - That the City Council adopt Resolution 12359 naming Councilmember Scozzola as the representative and Councilmember Hines as the alternate to the County of Santa Clara Housing and Community Development Advisory Committee. The motion was adopted by the following roll call vote:

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

- 11. **Approve Re-Appointments to the Citizen's Bond Oversight Committee for Measure O**
Recommended Action: It is recommended that the City Council approve the recommendations of the City Manager and the Finance Director, to re-appoint

Minutes Acceptance: Minutes of Feb 4, 2025 7:00 PM (CONSENT CALENDAR)

five (5) members to the Citizen's Bond Oversight Committee for Measure O, each for a three year term.

Finance Director Fuentes presented a staff report dated February 4, 2025.

Following City Council questions, Mayor Lopez asked if anyone wished to speak. There was no one wishing to speak.

After discussion, **M/S: Hines/Bybee – That the City Council approve the recommendations of the City Manager and the Finance Director, to re-appoint five (5) members to the Citizen's Bond Oversight Committee for Measure O, each for a three year term. The motion was adopted by the following roll call vote:**

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

UNFINISHED BUSINESS

There was no unfinished business.

COUNCIL COMMITTEE REPORTS

12. Council Committee Reports

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

Councilmember Scozzola attended the Campbell Country Woman’s Club Crab & Pasta Fundraiser; the Campbell Historical Museum and Ainsley House Foundation meeting; was elected Vice-Chair to the Valley Transportation Authority Policy Advisory Committee; and attended the Education Subcommittee Meeting.

Vice Mayor Furtado attended the Statewide meeting of the California Association of Sanitation agencies; and spoke of an upcoming meeting of the West Valley Stormwater Authority.

Councilmember Bybee attended the Santa Clara County Library District JPA meeting and the Library annual forum; Silicon Valley Animal Control Authority meeting; and a Cities Association of Santa Clara County meeting.

Councilmember Hines attended the Santa Clara Valley Water District County Water Commission meeting; the League of California Cities New Mayors and Councilmembers Academy; the Country Woman’s Club Crab & Pasta Fundraiser; the annual meeting of Campbell CERT; spoke of the upcoming meetings of the West Valley Solid Waste Authority JPA and his alternate position to the Cities Association of Santa Clara County; and the upcoming State of the District by Supervisor Susan Ellenberg.

Minutes Acceptance: Minutes of Feb 4, 2025 7:00 PM (CONSENT CALENDAR)

Mayor Lopez attended the Conference of Mayors in Washington D.C.; the League of California Cities Policy meeting; the League of California Cities Peninsula Division social event at the New Mayors and Councilmembers conference; the League of California Cities Legislative event; West Valley Mayors and Managers meeting; hosted a “Mayor’s Office Hours” event; attended a Board retreat for the Bay Area Air District; the Campbell Police Department recognition ceremony; and the Westmont High School monthly speaker series.

ADJOURN

Mayor Lopez adjourned the meeting at 8:37 PM

APPROVED:

ATTEST:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Minutes Acceptance: Minutes of Feb 4, 2025 7:00 PM (CONSENT CALENDAR)



*City
Council
Report*

Item: 3
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Approving Bills and Claims

RECOMMENDED ACTION

Approve the bills and claims in the amount of \$3,357,530.74

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	January 20, 2025	\$371,351.17
Bills & Claims	January 27, 2025	\$2,956,616.99
Payroll	January 30, 2025	\$29,562.58
	Total	\$3,357,530.74

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:



Brian Loventhal, City Manager



*City
Council
Report*

Item: 4
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Investment Report - Quarter Ending December 2024

RECOMMENDED ACTION

That the City Council approve the Investment Report for the quarter ending December 2024 and the report be noted and filed.

DISCUSSION

The City invests in fixed income securities of varying maturities providing sufficient liquidity to meet the City's operational needs as well as safety and return objectives as specified in the City's FY 2024-25 Investment Strategy <<https://www.campbellca.gov/AgendaCenter/ViewFile/Agenda/09172024-2975#page=359>> discussed with the City Council on September 17, 2024.

During the quarter ending December 31, 2024, the City's overall pooled investment portfolio decreased \$3.9 million to \$73.4 million as shown in **Table 1** below, primarily driven by \$5.7 million in Measure O project spending, \$11.2 million in regular Accounts Payable (A/P) payments and \$1.6 million in debt service payments. This was offset by \$6.3 million received in secured personal property taxes, \$3.7 million in licenses & permits (Pulte Group- \$1.9 million), \$3.8 million in sales taxes, and \$1.0 million in TOT.

Table 1

The City pools all cash for investment purposes, but accounts, reports, and tracks investment income, other revenue, and expenditures separately for each fund to properly meet the purpose and restrictions of each funding source. This is common and appropriate practice used in public agencies to gain the benefit of economies of scale

when investing. All investments are also made in accordance with the City's established Investment Policy

<https://www.campbellca.gov/AgendaCenter/ViewFile/Agenda/09172024-2975#page=345> update (Approved by Resolution No. 13211 on September 17, 2024) or as authorized pursuant to bond covenants. Presented within this report are the following. Staff and Chandler can assist with questions as needed on the new reporting statement. As Chandler is fully integrated and onboard, reports may also be refined over time to ensure maximum benefit and transparency:

- Summary of investments by type - Qtr. ending December, 2024 (**Table 2**)
- List of investments by institution - Qtr. ending December, 2024 (**Table 3**)
- Reconciliation of pooled cash - Qtr. ending December, 2024 (**Table 4**)
- Summary of Total Cash Invested - Qtr. ending December, 2024 (**Table 5**)
- BNY Qtrly statement (Chandler) - Qtr. ending December, 2024 (**Attachment A**)
- Cash flow projections for January 2025 thru June 2025 (**Attachment B**)
- Actual Receipts & Disbursements - Qtr. ending December, 2024 (**Attachment C**)

Table 2

Summary of Investments by Type - Quarter ending 12/31/2024						
Description	Current Quarter 12/31/2024	% of Total Portfolio	Prior Quarter 9/30/2024	% of Total Portfolio	Prior Year Quarter Ending 12/31/2023	% of Total Portfolio
L.A.I.F.	\$53,222,226	72%	\$ 55,607,469	72%	\$ 67,165,555	73%
Certificates of Deposit	-	0%	-	0%	1,000,000	1%
ABS (Asset-backed securities)	695,002	1%	-	0%	-	0%
Agencies	6,999,978	10%	12,999,966	17%	23,999,860	26%
Agency CMBS (Mortgage backed)	1,346,001	2%	150,006	0%	-	0%
Corporate Notes	3,066,834	4%	2,094,460	3%	1,000,000	1%
Municipal bonds	206,045	0%	-	0%	-	0%
US Treasury	7,522,020	10%	4,777,604	6%	-	0%
Supranational	343,746	0%	-	0%	-	0%
Money Market	7,761	0%	33,743	0%	-	0%
Cash/Cost difference	4,779	0%	2,835	0%	-	0%
BNY	20,192,166	28%	20,058,615	26%	24,999,860	27%
BNY Trustee- LRB/TARB debt	2,713	0%	1,647,760	2%	2,763	0%
	\$73,417,105	100%	\$ 77,313,844	100%	\$ 93,168,178	100%

Cash Flow

The cash flow projection reflects sufficient funds available to meet the City of Campbell's anticipated expenditures for January 2025 through June 2025. (Attachment

B). When highly liquid LAIF funds (\$53.2 million) are combined with actual cash on deposit (\$1.2 million), the City had \$54.4 million in actual liquid cash balances as of the end of December 31, 2024, half of which (\$27.7 million) was restricted to Measure O projects. \$784,000 in investment interest was earned for the quarter ending December 2024 (\$1.7 million YTD). For the next 6 months we are forecasting \$600,000 net positive cash flow with the City's managed liquidity expected to increase to \$55.0 million by the end of June 2025; of which \$11.8 million will be left for restricted Measure O project expenses. \$21.9 million in property taxes, \$9.0 million in sales taxes as well other expected revenue sources including \$1.5 million in interest received will be offset by \$33.1 million in A/P; half of which (\$16.6 million) will be for Measure O in addition to other recurring non-A/P expenditures for payroll, CalPERS and debt service.

Table 3

List of Investments by Institution - Quarter ending 12/31/2024				
<u>Institution</u>	<u>Cost</u>	<u>% of Total Portfolio</u>	<u>Market Value (A)</u>	<u>Diff. Bet. Cost & Market</u>
<u>Local Agency Invest. Fund (L.A.I.F.)</u>				
LAIF Regular Acct	\$ 25,488,117	34.72%	\$ 25,478,482	\$ (9,635)
LAIF MEAS O (Series 2020)	103,979	0.14%	103,940	(39)
LAIF MEAS O (Series 2022)	<u>27,630,130</u>	<u>37.63%</u>	<u>27,619,685</u>	<u>(10,445)</u>
L.A.I.F	53,222,226	72.49%	53,202,107	(20,119)
<u>BNY Custodial **</u>				
ABS (Asset- backed securities)	695,002	0.95%	695,259	257
Agencies	6,999,978	9.53%	6,954,396	(45,582)
Agency CMBS (Mortgage backed)	1,346,001	1.83%	1,335,723	(10,278)
Corporate Notes	3,066,834	4.18%	3,069,710	2,876
Municipal bonds	206,045	0.28%	206,056	11
Supranational	343,746	0.47%	343,853	107
US Treasury	7,522,020	10.25%	7,513,329	(8,691)
Money Market	7,761	0.01%	7,761	-
Cash	<u>4,779</u>	<u>0.01%</u>	<u>4,779</u>	<u>-</u>
BNY Custodial	20,192,166	27.50%	20,130,866	(61,300)
BNY Trustee- LRB/TARB debt	<u>2,713</u>	0.00%	<u>2,713</u>	-
Grand Total	<u>\$ 73,417,105</u>	100.00%	<u>\$ 73,335,686</u>	<u>\$ (81,419)</u>
<u>Market Value</u>				
(A) LAIF MV based on 12/31/24 <u>fair value factor</u> of 0.999621985				
BNY Custodial MV per Chandler Dec Quarterly report (includes Accrued Interest)				

* The City intends to hold treasury/agency securities to maturity or until they are called, as a result this is a paper gain and/or loss that will not be realized. In a decreasing interest rate environment, as we are experiencing, unrealized gains are expected.

** Cash with fiscal agent held for debt service payments.

*** Staff prioritizes safety, liquidity, and maximizing return in that order.

Table 4

<u>Reconciliation of Pooled Cash per Ledgers to Investment Report</u>		
<u>Quarter ending 12/31/2024</u>		
Balance per ledger - Qtr Ending Quarter ending 12/31/202	\$	73,417,105
Investment Cost		<u>73,417,105</u>
	Difference	\$ (0)

Table 5

<u>Summary of Total Cash Invested</u>			
Description	Current Quarter	Prior Quarter	Prior Year
	<u>Qtr ending 12/31/2024</u>	<u>Qtr ending 9/30/2024</u>	<u>Qtr ending 12/31/2023</u>
Cash on Deposit	\$ 1,152,834	\$ 417,603	\$ 322,453
Investments	<u>73,417,105</u>	<u>77,313,844</u>	<u>93,185,415</u>
Total Cash and Investments	<u>\$ 74,569,939</u>	<u>\$ 77,731,447</u>	<u>\$ 93,507,868</u>
% of Total Cash Invested	<u>98.5%</u>	<u>99.5%</u>	<u>99.7%</u>

Prepared by: 
 John Formale, Accountant

Reviewed by: 
 Will Fuentes, Finance Director

Approved by: 
 Brian Loventhal, City Manager

Attachment:

- a. Chandler Quarterly statement
- b. Cashflow projections
- c. Actual Results



INVESTMENT REPORT

City of Campbell | As of December 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747, or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

TABLE OF CONTENTS

ECONOMIC UPDATE

ACCOUNT PROFILE

PORTFOLIO HOLDINGS

TRANSACTIONS

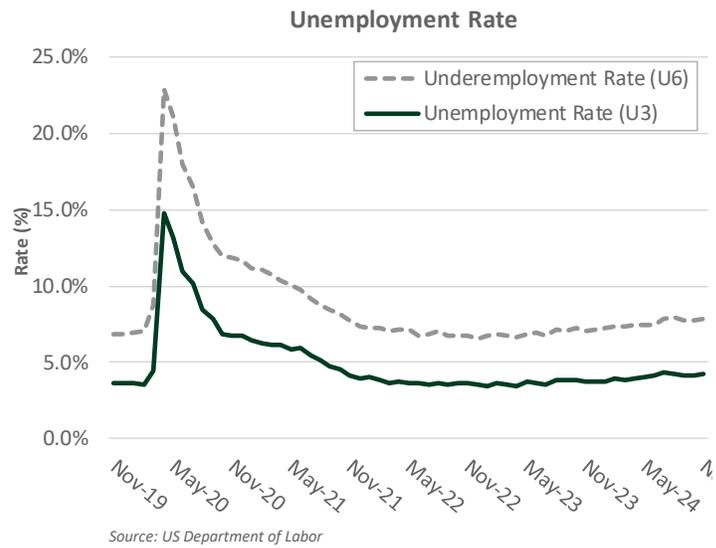
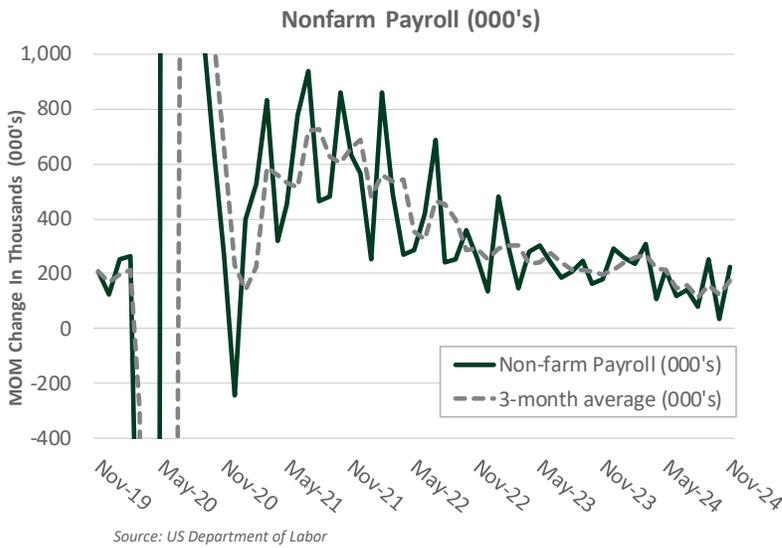


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ECONOMIC UPDATE

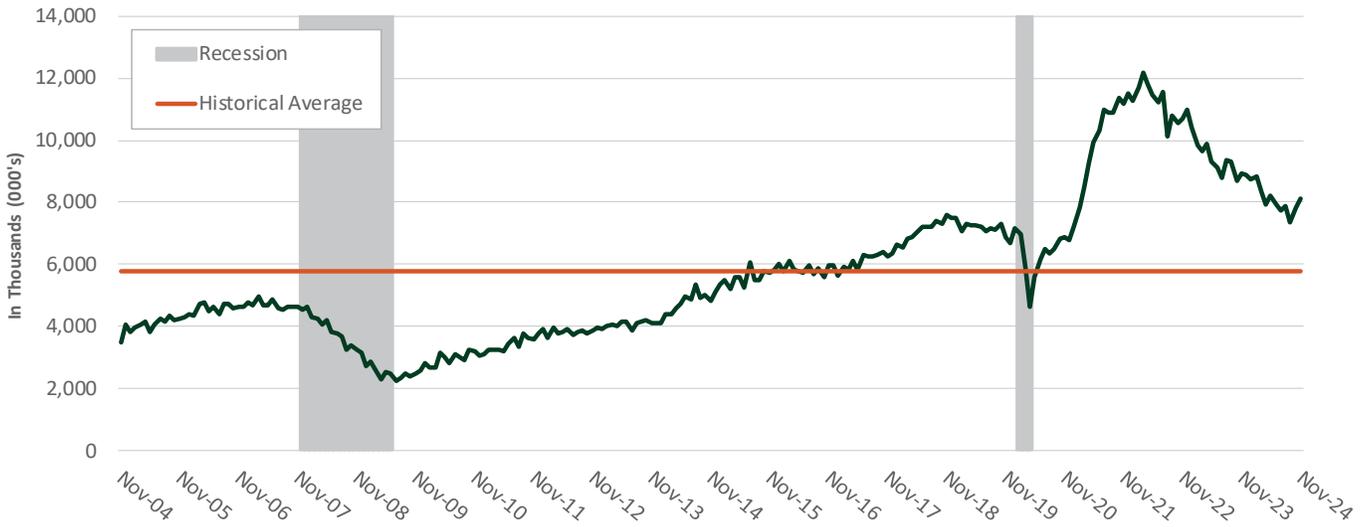
- Recent economic data suggests continued growth fueled by a resilient consumer. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed’s target. The labor market reflects improved balance between supply and demand for workers. While job creation has been robust, continuing jobless claims remain elevated. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.
- As broadly anticipated, the Federal Open Market Committee (FOMC) reduced the Fed Funds Rate by 25 basis points to the range of 4.25-4.50% at the December meeting. Although the cut was widely anticipated, market participants viewed the trajectory of rates in the SEP as ‘hawkish.’ Chair Jerome Powell reiterated previous statements indicating the economy is in a good place and that monetary policy is well positioned. The Fed released the quarterly Summary of Economic Projections (SEP), which now forecasts a higher central tendency of core inflation and a higher longer run Fed Funds forecast. In the Chandler team’s view, the updated SEP reflects the continued resiliency of the US economy and the corresponding risk of inflation taking longer to reach the FOMC’s two percent objective in 2025.
- US Treasury yields shifted higher in December and the curve steepened. The 2-year Treasury yield increased 9 basis points to 4.24%, the 5-year Treasury rose 33 basis points to 4.38%, and the 10-year Treasury yield surged 40 basis points to 4.57%. The spread between the 2-year and 10-year Treasury yield points on the curve increased to +33 basis points at December month-end versus +2 basis points at November month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -37 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve increased to +25 basis points in December from -32 basis points in November.

EMPLOYMENT



The U.S. economy added 227,000 jobs in November, rising from the upwardly revised 36,000 created in October. The Gulf and East Coast dockworkers strike along with Boeing’s union machinists strike were both resolved which contributed to the recovery in November. However, the temporary distortions in the wake of Hurricane Helene and Hurricane Milton may continue to affect labor market data in the near-term. The three-month moving average and six-month moving average payrolls improved to 173,000 and 143,000 respectively. The unemployment rate ticked up to 4.2% in November, and the labor participation rate fell to 62.5%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons edged up to 7.8%. Average hourly earnings was unchanged at 4.0% year-over-year in November.

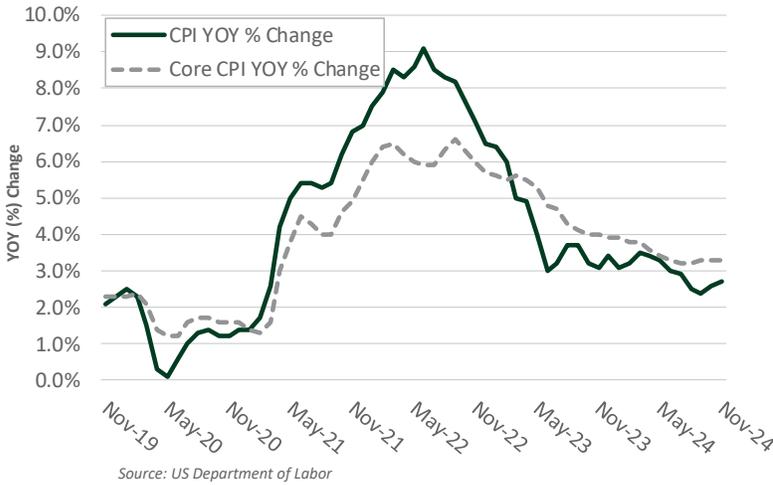
Job Openings



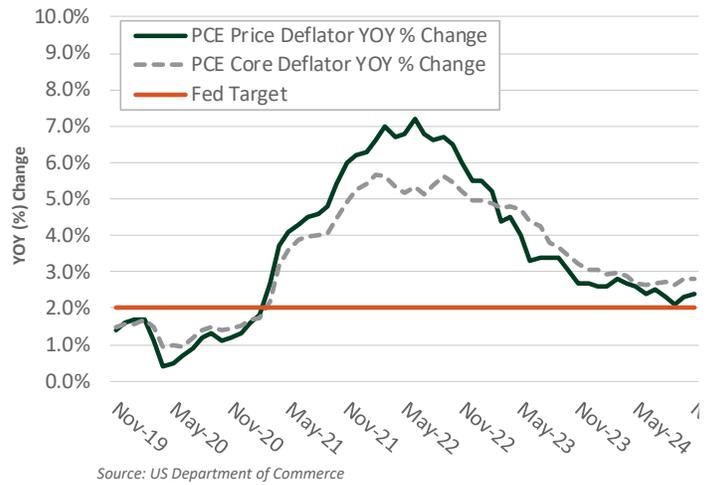
Source: US Department of Labor

The Labor Department’s Job Openings and Labor Turnover Survey (JOLTS) rose to 7.74 new job openings in October, which represented an increase from the downwardly revised 7.37 million job openings in September. Job openings indicate a ratio of 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)

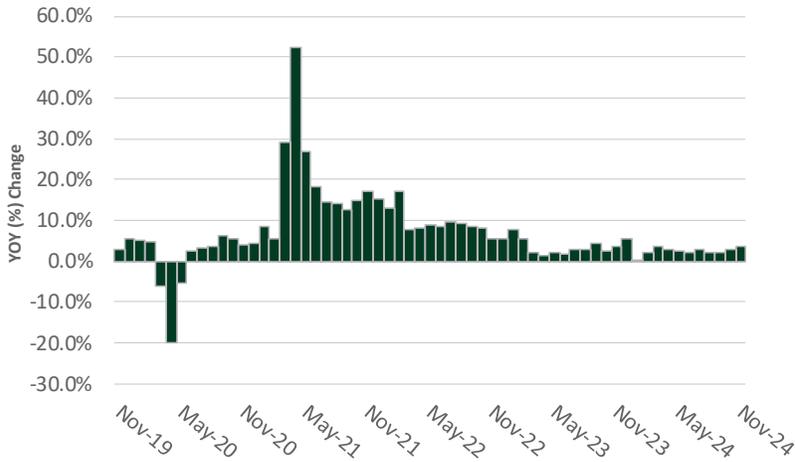


Personal Consumption Expenditures (PCE)



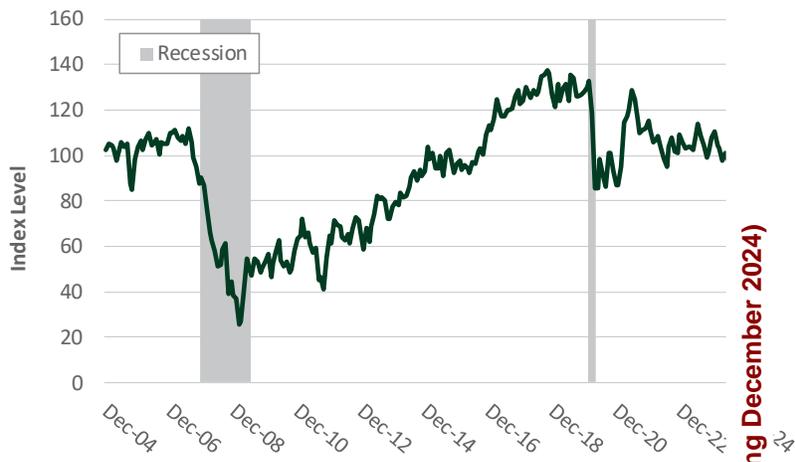
In November, the Consumer Price Index (CPI) rose 0.3% month-over-month and 2.7% year-over-year, rising from 2.6% in October as expected. The Core CPI, which excludes volatile food and energy components, rose 0.3% month-over-month and 3.3% year-over-year, also meeting consensus forecasts. The Personal Consumption Expenditures (PCE) Index rose 0.1% from the previous month and 2.4% year-over-year in November versus a 2.3% increase in October. The Core PCE deflator (the Fed’s preferred gauge) increased 0.1% month-over-month, below recent small month-over-month rises and 2.8% over the past year. Core prices are exhibiting what Fed Chair Powell describes as “sideways” movement. Although inflation has moderated, price increases remain above the Fed’s 2% target.

Retail Sales YOY % Change



Source: US Department of Commerce

Consumer Confidence



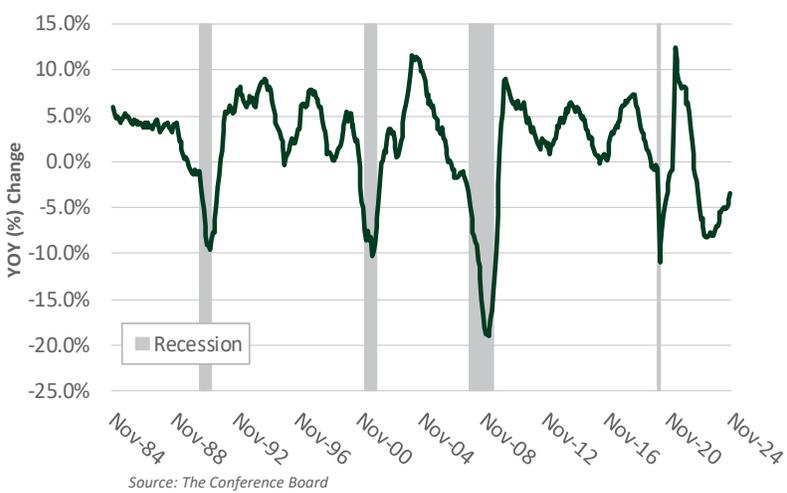
Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail Sales grew marginally above expectations at 0.7% in November versus 0.5% in October driven by strong motor vehicle sales. On a year-over-year basis, Retail Sales grew 3.8% in November versus 2.9% in October. Retail Sales Control Group, which are used to calculate gross domestic product, was also solid at 0.4% for the month. The Conference Board’s Consumer Confidence Index declined to 104.7 in December from an upwardly revised 112.8 in November. Consumers’ assessment about future business conditions and outcomes were substantially less optimistic and there was increased pessimism about future employment prospects. While the consumer has been resilient, low savings rates, growing credit card debt, higher delinquencies, and a moderating labor market pose potential risks to future spending.

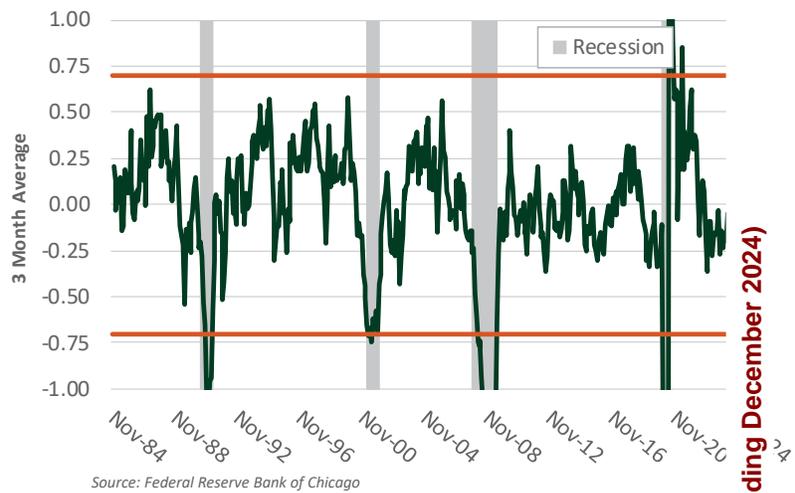
LEADING INDICATORS OF ECONOMIC ACTIVITY



Leading Economic Indicators (LEI)

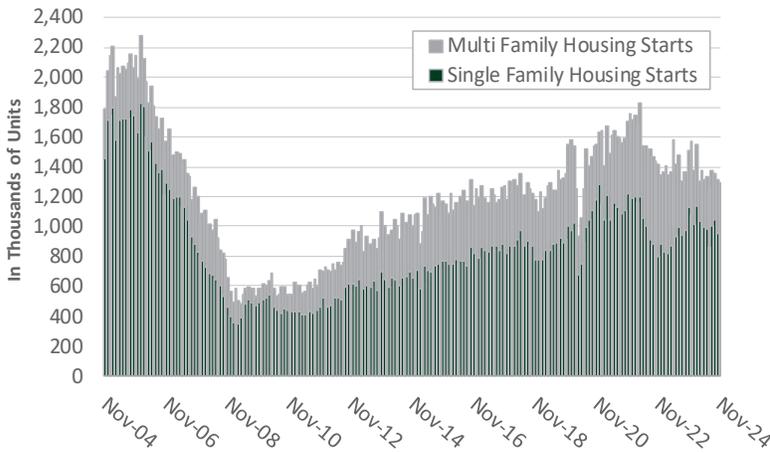


Chicago Fed National Activity Index (CFNAI)



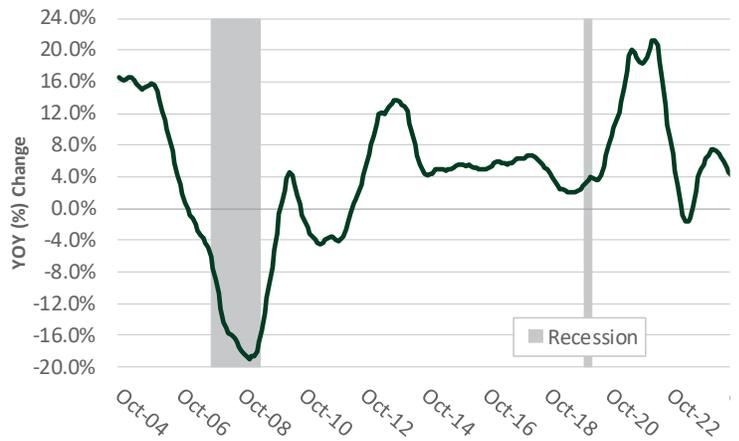
The Conference Board’s Leading Economic Index (LEI) increased 0.3% in November reversing its -0.4% decline in October due to a rebound in building permits, continued support from equities, improvement in average hours worked in manufacturing, and fewer initial unemployment claims. The LEI decreased year-over-year by -3.5%. According to the Conference Board, the rise in LEI is a positive sign for future activity in the US and is consistent with an expectation for moderate growth at the end of 2024 and into early 2025. The Chicago Fed National Activity Index (CFNAI) improved to -0.12 in November from -0.50 in October. The three-month moving average fell to -0.31 in November from -0.27 in October, indicating below-trend growth expectations for the economy.

Annualized Housing Starts



Source: US Department of Commerce

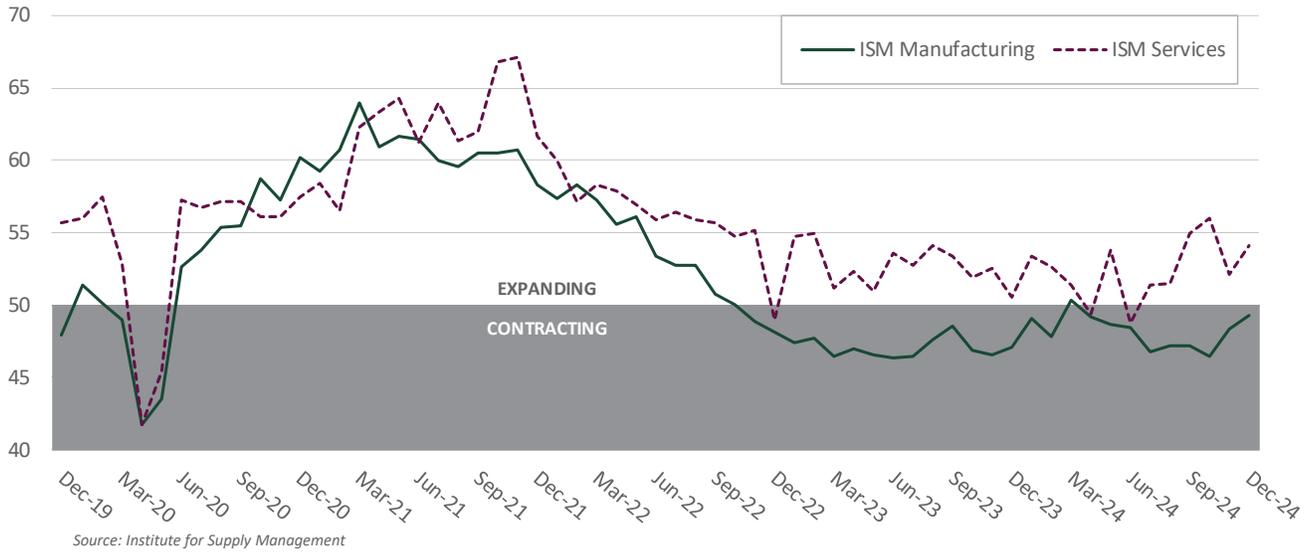
S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Housing starts in November declined 1.8% to 1.29 million units from 1.31 million units in October. Total starts are down 14.6% compared to November 2023. Starts remain soft as mortgage rates remain relatively high. The supply of existing homes is becoming more abundant after the period of scarcity as homeowners held onto their low mortgage rates. The Freddie Mac average rate for a 30-year fixed rate mortgage increased to 6.9% from 6.8% in December. According to the Case-Shiller 20-City Home Price Index, housing prices rose 4.2% year-over-year in October, decelerating from 4.6% reported in the previous month. With more inventory entering the market the trend is gradually improving, however higher mortgage rates continue to impact affordability.

Institute of Supply Management (ISM) Surveys



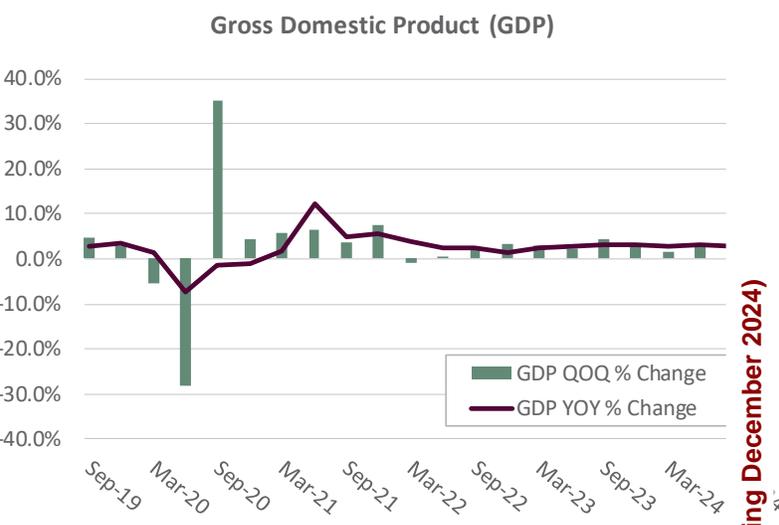
The Institute for Supply Management (ISM) Manufacturing index rose more than forecast to 49.3 in December from 48.4 in November. While the index has posted contractionary readings for the past nine months, New Orders and Prices indices continued in expansion territory and the Production Index returned to expansion this month. The Backlog of Orders Index and Employment Index remained in contraction. The ISM Services Index dropped to 52.1 in November from 56.0 in October while marking the fifth straight month of expansion. Election ramifications and tariffs were key contributors to the cautionary outlooks reflected in the survey. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)



Components of GDP	12/23	3/24	6/24	9/24
Personal Consumption Expenditures	2.3%	1.3%	1.9%	2.5%
Gross Private Domestic Investment	0.2%	0.6%	1.5%	0.2%
Net Exports and Imports	0.1%	-0.6%	-0.9%	-0.4%
Federal Government Expenditures	0.0%	0.0%	0.3%	0.6%
State and Local (Consumption and Gross Investment)	0.6%	0.3%	0.3%	0.3%
Total	3.2%	1.6%	3.0%	3.1%

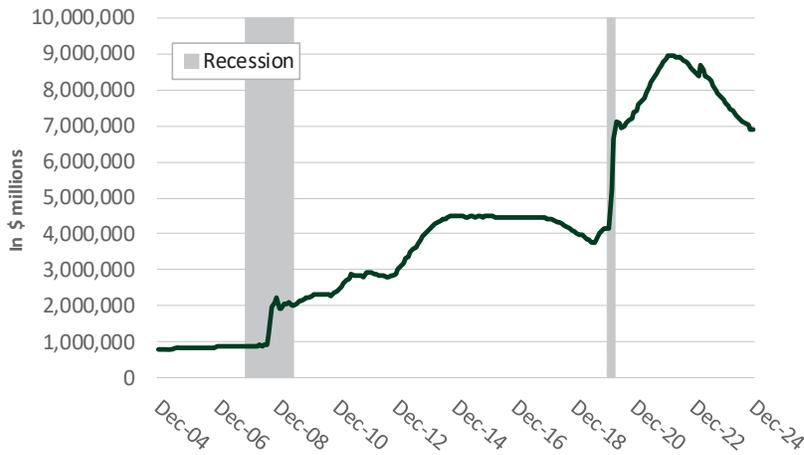
Source: US Department of Commerce



Source: US Department of Commerce

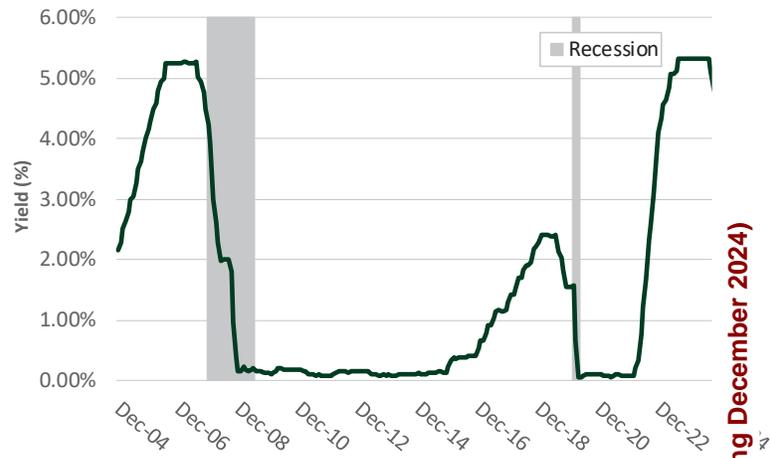
According to the third estimate, third quarter GDP increased at an annualized rate of 3.1% compared to 2.8% from the second estimate. Growth continues to be powered by personal consumption expenditures. Government consumption expenditures and nonresidential fixed investment also had positive contributions, with negative offsets by net exports, residential investment, and change in private inventories. The consensus projection calls for 2.4% growth in the fourth quarter and 2.7% growth for the full year 2024.

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

Effective Federal Funds Rate

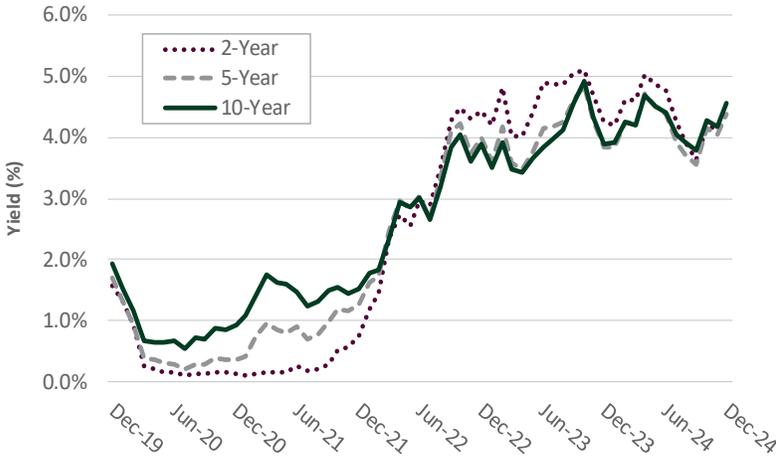


Source: Bloomberg

As broadly anticipated, the Federal Open Market Committee (FOMC) reduced the Fed Funds Rate by 25 basis points to the range of 4.25-4.50% at the December meeting. There was one dissenting vote by Cleveland Fed President Beth Hammack who would have preferred no change in rates. Although a reduction in rates was widely anticipated, market participants viewed the trajectory of rates in the SEP as ‘hawkish.’ Chair Jerome Powell reiterated previous statements that monetary policy is “well positioned” and the outlook remains roughly balanced between the dual mandate of maximum employment and price stability. Economic activity is expanding at a solid pace, labor market conditions have “generally eased”, and the unemployment rate “remains low.” The Fed released the quarterly Summary of Economic Projections (SEP) which now forecasts a higher, longer run median Fed Funds rate expectation among Fed Governors at 2.8 – 3.6%. The Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of \$25 billion and \$35 billion per month. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by approximately \$1.9T to approximately \$7.0T.

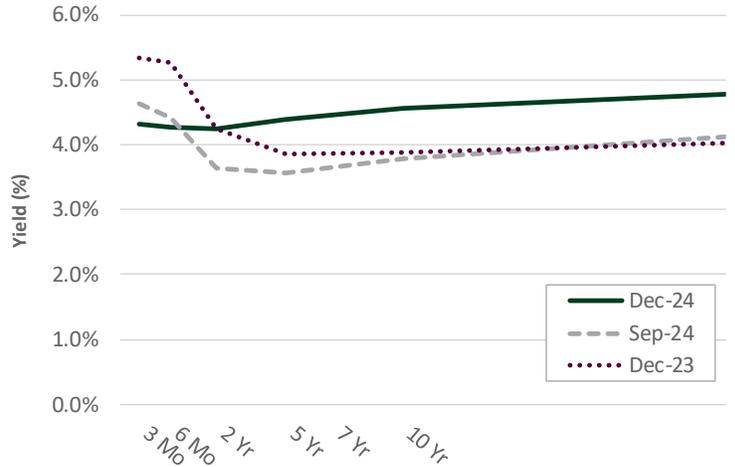
BOND YIELDS

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

At the end of December, the 2-year Treasury yield was 1 basis point lower, and the 10-Year Treasury yield was 69 basis points higher, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve increased to +33 basis points at December month-end versus +2 basis points at November month-end. The yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2004) is about +99 basis points. The 3-month and 10-year Treasury yield curve normalized to +25 basis points in December from -32 basis points in November.



4.a

ACCOUNT PROFILE

OBJECTIVES



4.a

Investment Objectives

Safety of principal is the foremost objective of the investment program. The investment portfolio shall remain sufficiently liquid to meet all requirements that may be reasonably anticipated. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve this objective, the portfolio invests in high-quality fixed income securities that comply with the investment policy and all regulations governing the funds.

PORTFOLIO CHARACTERISTICS

City of Campbell | Account #11214 | As of December 31, 2024

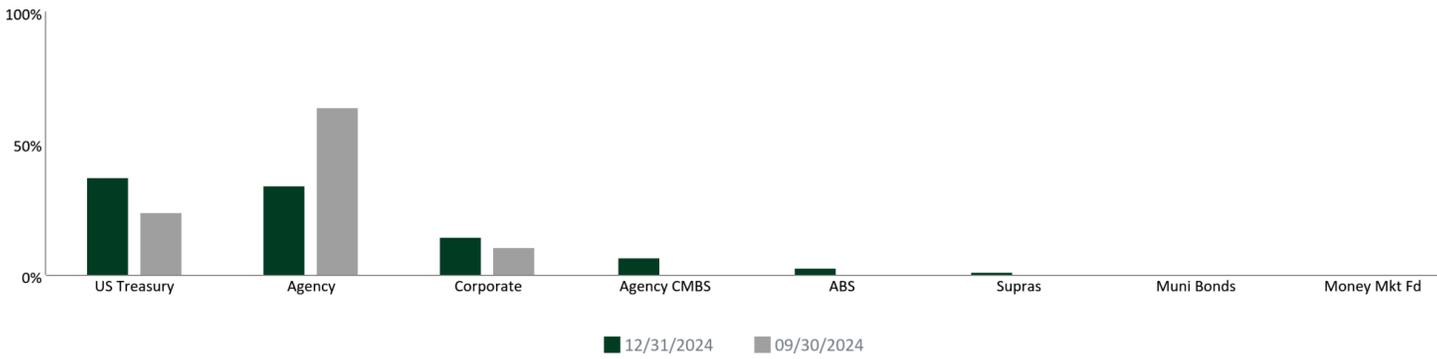
	Benchmark*	12/31/2024 Portfolio	9/30/2024 Portfolio
Average Maturity (yrs)	2.66	2.61	1.65
Average Modified Duration	2.48	2.25	1.49
Average Purchase Yield		3.34%	2.28%
Average Market Yield	4.29%	4.44%	4.26%
Average Quality**	AA+	AA+	AA+
Total Market Value		20,130,865	7,649,701

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Campbell | Account #11214 | As of December 31, 2024



Sector as a Percentage of Market Value

Sector	12/31/2024	09/30/2024
US Treasury	37.25%	24.07%
Agency	34.64%	64.42%
Corporate	15.20%	10.57%
Agency CMBS	6.66%	0.75%
ABS	3.47%	-
Supras	1.71%	-
Muni Bonds	1.02%	-
Money Mkt Fd	0.04%	0.17%

ISSUERS



4.a

City of Campbell | Account #11214 | As of December 31, 2024

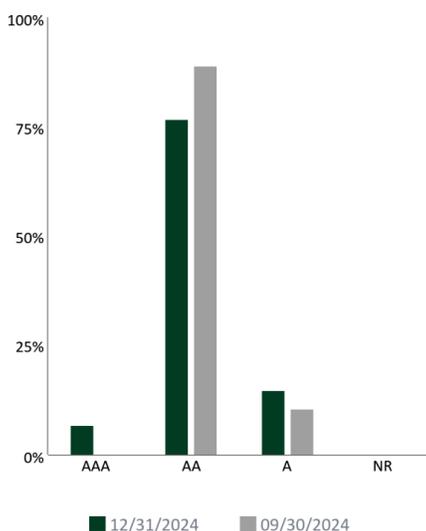
Issuer	Investment Type	% Portfolio
Government of The United States	US Treasury	37.25%
Federal Home Loan Banks	Agency	19.74%
Farm Credit System	Agency	14.90%
FHLMC	Agency CMBS	6.66%
International Bank for Recon and Dev	Supras	1.71%
Caterpillar Inc.	Corporate	1.25%
Royal Bank of Canada	Corporate	1.25%
State Street Corporation	Corporate	1.24%
UnitedHealth Group Incorporated	Corporate	1.20%
Eli Lilly and Company	Corporate	1.15%
The Home Depot, Inc.	Corporate	1.14%
Deere & Company	Corporate	1.13%
Duke Energy Corporation	Corporate	1.13%
Toyota Motor Corporation	Corporate	1.11%
BNY Mellon Corp	Corporate	1.11%
State of California	Muni Bonds	1.02%
BMW Vehicle Owner Trust	ABS	1.01%
Honda Motor Co., Ltd.	Corporate	1.00%
U.S. Bancorp	Corporate	0.99%
Bank of America Corporation	Corporate	0.75%
JPMorgan Chase & Co.	Corporate	0.75%
Toyota Auto Receivables Owner Trust	ABS	0.72%
Ford Credit Auto Owner Trust	ABS	0.60%
WF Card Issuance Trust 2024-2	ABS	0.55%
Toyota Auto Receivables 2024-D Owner	ABS	0.30%
Gm Financial Consumer Automobile Rec	ABS	0.30%
Dreyfus Government Cash Management Fund	Money Mkt Fd	0.04%
Cash	Cash	0.01%
TOTAL		100.00%

Attachment: Chandler Quarterly statement (Investment Report - Quarter Ending December 2024)

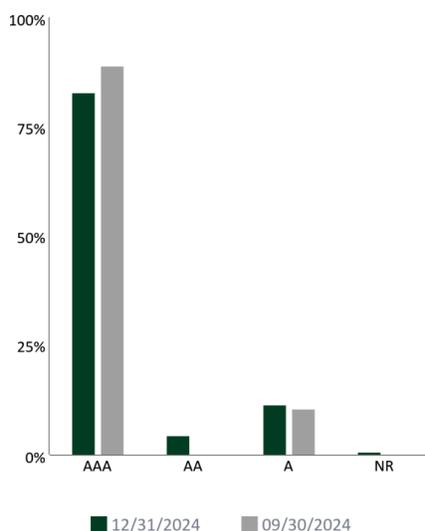
QUALITY DISTRIBUTION

City of Campbell | Account #11214 | As of December 31, 2024

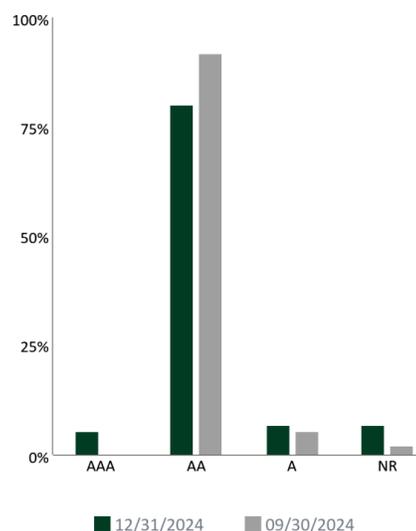
S&P Rating



Moody's Rating



Fitch Rating



Rating	12/31/2024	09/30/2024
AAA	7.3%	0.2%
AA	76.9%	89.2%
A	15.2%	10.6%
NR	0.6%	--

Rating	12/31/2024	09/30/2024
AAA	83.0%	89.4%
AA	4.5%	--
A	11.8%	10.6%
NR	0.7%	--

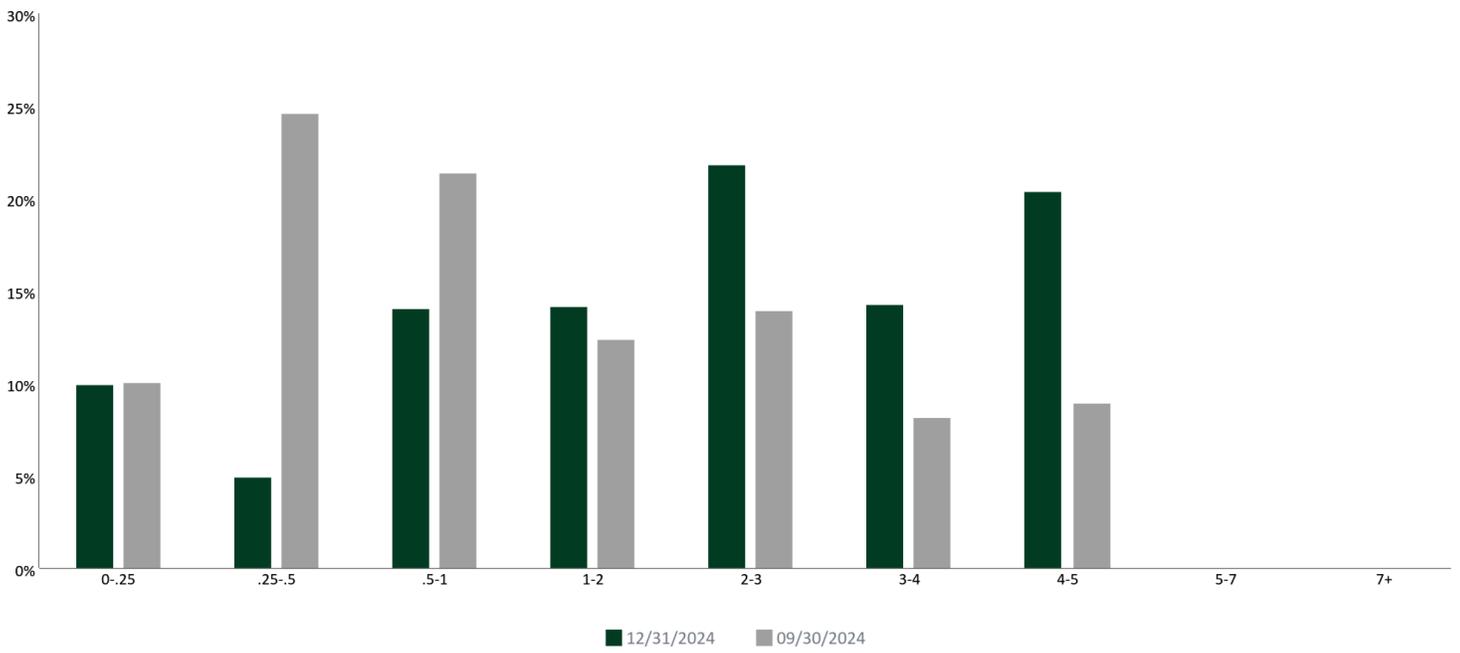
Rating	12/31/2024	09/30/2024
AAA	5.8%	0.0%
AA	80.2%	91.9%
A	6.8%	5.7%
NR	7.2%	2.4%

DURATION DISTRIBUTION



4.a

City of Campbell | Account #11214 | As of December 31, 2024



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
12/31/2024	10.0%	5.0%	14.1%	14.2%	21.9%	14.3%	20.5%	0.0%	0.0%
09/30/2024	10.1%	24.7%	21.5%	12.4%	14.0%	8.2%	9.0%	0.0%	0.0%

PORTFOLIO HOLDINGS

HOLDINGS REPORT



4.a

City of Campbell | Account #11214 | As of December 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
891940AC2	TAOT 2023-A A3 4.63 09/15/2027	142,877.14	11/14/2024 4.63%	142,932.95 142,929.20	100.06 4.59%	142,969.10 294.01	0.72% 39.90	NA/AAA AAA	2.71 0.73
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	200,000.00	11/20/2024 5.24%	202,179.69 202,106.44	101.18 4.48%	202,359.68 172.67	1.01% 253.24	Aaa/AAA NA	4.16 1.55
89239TAD4	TAOT 2024-D A3 4.4 06/15/2029	60,000.00	10/10/2024 4.44%	59,996.65 59,996.80	99.71 4.59%	59,823.43 117.33	0.30% (173.37)	Aaa/AAA NA	4.45 1.96
34535VAD6	FORDO 2024-D 4.61 08/15/2029	120,000.00	11/19/2024 4.66%	119,996.15 119,996.24	99.90 4.70%	119,883.48 245.87	0.60% (112.76)	Aaa/NA AAA	4.62 2.35
38014AAD3	GMCAR 2024-4 A3 4.4 08/16/2029	60,000.00	10/08/2024 4.32%	59,988.44 59,988.94	99.70 4.59%	59,819.29 110.00	0.30% (169.65)	Aaa/AAA NA	4.62 2.02
92970QAE5	WFCIT 2024-2 A 4.29 10/15/2029	110,000.00	10/17/2024 4.33%	109,983.65 109,984.27	99.32 4.59%	109,253.89 209.73	0.55% (730.38)	Aaa/AAA NA	4.79 2.57
Total ABS		692,877.14	4.72%	695,077.53 695,001.89	100.18 4.58%	694,108.88 1,149.61	3.47% (893.02)	Aaa/AAA AAA	4.11 1.71
AGENCY									
3130AQY49	FEDERAL HOME LOAN BANKS 2.0 02/27/2025	1,000,000.00	02/28/2022 2.00%	1,000,000.00 1,000,000.00	99.63 4.42%	996,287.23 6,888.89	4.98% (3,712.77)	Aaa/AA+ AA+	0.16 0.15
3130ANUR9	FEDERAL HOME LOAN BANKS 0.65 03/21/2025	1,000,000.00	09/21/2021 0.65%	1,000,000.00 1,000,000.00	99.21 4.26%	992,137.70 1,805.56	4.96% (7,862.30)	Aaa/AA+ AA+	0.22 0.22
3133ENZG8	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.375 06/20/2025	1,000,000.00	06/23/2022 3.38%	999,860.00 999,978.21	99.58 4.29%	995,793.01 1,031.25	4.98% (4,185.20)	Aaa/AA+ AA+	0.47 0.46
3130APFH3	FEDERAL HOME LOAN BANKS 0.81 07/29/2025	1,000,000.00	10/29/2021 0.81%	1,000,000.00 1,000,000.00	98.04 4.29%	980,426.77 3,420.00	4.91% (19,573.23)	Aaa/AA+ AA+	0.57 0.56
3130ANVB3	FEDERAL HOME LOAN BANKS 0.8 09/17/2025	1,000,000.00	09/17/2021 0.80%	1,000,000.00 1,000,000.00	97.58 4.30%	975,804.86 2,311.11	4.88% (24,195.14)	Aaa/AA+ AA+	0.71 0.69
3133ENZC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.12 06/22/2026	1,000,000.00	06/22/2022 4.12%	1,000,000.00 1,000,000.00	99.51 4.46%	995,143.47 1,030.00	4.98% (4,856.53)	Aaa/AA+ AA+	1.47 1.41
3133ENZY9	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.96 07/12/2027	1,000,000.00	07/12/2022 3.96%	1,000,000.00 1,000,000.00	98.75 4.49%	987,463.39 18,590.00	4.94% (12,536.61)	Aaa/AA+ AA+	2.53 2.33
Total Agency		7,000,000.00	2.25%	6,999,860.00 6,999,978.21	98.91 4.36%	6,923,056.43 35,076.81	34.64% (76,921.78)	Aaa/AA+ AA+	0.81 0.81

HOLDINGS REPORT



4.a

City of Campbell | Account #11214 | As of December 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY CMBS									
3137BSRE5	FHMS K-059 A2 3.12 09/25/2026	250,000.00	11/21/2024 4.55%	243,691.41 244,044.06	97.68 4.50%	244,203.93 650.00	1.22% 159.86	Aaa/AAA AAA	1.73 1.56
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	250,000.00	11/21/2024 4.53%	244,335.94 244,487.66	97.41 4.65%	243,520.68 812.50	1.22% (966.98)	Aaa/AA+ AAA	3.65 3.30
3137FKSH0	FHMS K-086 A2 3.859 11/25/2028	150,000.00	09/18/2024 3.82%	150,005.86 150,005.47	97.09 4.66%	145,627.91 482.38	0.73% (4,377.56)	Aaa/AA+ AA+	3.90 3.50
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	300,000.00	11/14/2024 4.62%	287,074.22 287,429.82	95.53 4.68%	286,595.70 876.25	1.43% (834.12)	Aaa/AAA AA+	4.23 3.75
3137FMCR1	FHMS K-093 A2 2.982 05/25/2029	150,000.00	10/16/2024 4.15%	142,921.88 143,230.18	93.42 4.70%	140,122.91 372.75	0.70% (3,107.28)	Aaa/AA+ AAA	4.40 3.87
3137FPHK4	FHMS K-098 A2 2.425 08/25/2029	300,000.00	10/17/2024 4.26%	276,445.31 277,404.25	90.62 4.73%	271,852.29 606.25	1.36% (5,551.96)	Aaa/AA+ AAA	4.65 4.20
Total Agency CMBS		1,400,000.00	4.38%	1,344,474.62 1,346,601.44	95.21 4.65%	1,331,923.40 3,800.13	6.66% (14,678.04)	Aaa/AA+ AAA	3.71 3.34
CASH									
CCYUSD	Receivable	1,043.56	-- 0.00%	1,043.56 1,043.56	1.00 0.00%	1,043.56 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		1,043.56	0.00%	1,043.56 1,043.56	1.00 0.00%	1,043.56 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
CORPORATE									
91324PEY4	UNITEDHEALTH GROUP INC 4.6 04/15/2027	240,000.00	09/18/2024 3.83%	244,346.40 243,848.03	100.13 4.54%	240,300.35 2,330.67	1.20% (3,547.68)	A2/A+ A	2.29 2.05
437076DB5	HOME DEPOT INC 4.875 06/25/2027	225,000.00	08/12/2024 4.25%	228,663.00 228,154.15	100.95 4.47%	227,131.88 182.81	1.14% (1,022.27)	A2/A A	2.48 2.24
02665WFK2	AMERICAN HONDA FINANCE CORP 4.9 07/09/2027	200,000.00	09/18/2024 4.03%	204,578.00 204,112.59	100.35 4.75%	200,696.81 4,655.00	1.00% (3,415.79)	A3/A- NA	2.52 2.29
78017FZQ9	ROYAL BANK OF CANADA 4.51 10/18/2027	250,000.00	11/05/2024 4.66%	249,005.00 249,056.78	99.63 3.75%	249,067.02 2,286.32	1.25% 10.23	A1/A AA-	2.80 1.69

HOLDINGS REPORT



4.a

City of Campbell | Account #11214 | As of December 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857477CP6	STATE STREET CORP 4.33 10/22/2027	250,000.00	11/07/2024 4.54%	248,537.50 248,610.76	99.38 4.57%	248,454.97 2,074.79	1.24% (155.79)	Aa3/A AA-	2.81 2.59
06406RBG1	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028	225,000.00	09/05/2024 4.31%	223,128.00 223,344.86	98.18 5.00%	220,913.07 449.10	1.11% (2,431.79)	Aa3/A AA-	3.45 2.30
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	150,000.00	08/12/2024 4.62%	150,933.00 150,810.74	99.82 5.31%	149,729.25 3,153.15	0.75% (1,081.49)	A1/A AA-	3.57 2.33
91159HJK7	US BANCORP 4.653 02/01/2029	200,000.00	09/05/2024 4.47%	201,116.00 201,010.95	98.99 5.15%	197,973.87 3,877.50	0.99% (3,037.08)	A3/A A	4.09 2.78
06051GLG2	BANK OF AMERICA CORP 5.202 04/25/2029	150,000.00	08/12/2024 4.69%	152,550.00 152,283.86	100.47 5.26%	150,700.28 1,430.55	0.75% (1,583.58)	A1/A- AA-	4.31 2.98
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	225,000.00	08/12/2024 4.40%	229,338.00 228,991.06	100.37 4.76%	225,828.13 606.25	1.13% (3,162.93)	A1/A A+	4.44 3.95
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	225,000.00	08/12/2024 4.49%	225,567.00 225,523.12	98.78 4.85%	222,247.65 4,038.13	1.11% (3,275.47)	A1/A+ A+	4.61 4.03
532457CQ9	ELI LILLY AND CO 4.2 08/14/2029	235,000.00	08/12/2024 4.22%	234,769.70 234,787.36	97.91 4.71%	230,079.27 3,756.08	1.15% (4,708.09)	A1/A+ NA	4.62 4.08
26442CAY0	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029	250,000.00	12/18/2024 4.72%	226,517.50 226,697.07	89.94 4.91%	224,856.18 2,313.89	1.13% (1,840.90)	Aa3/A NA	4.62 4.23
14913UUAU4	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	250,000.00	11/12/2024 4.74%	249,592.50 249,602.99	99.63 4.79%	249,072.93 1,501.39	1.25% (530.06)	A2/A A+	4.87 4.28
Total Corporate		3,075,000.00	4.42%	3,068,641.60 3,066,834.32	98.84 4.73%	3,037,051.65 32,655.63	15.20% (29,782.67)	A1/A A+	3.66 3.00
MONEY MARKET FUND									
X9USDDGCM	DREYFUS GVT CM INST	7,760.67	-- 4.35%	7,760.67 7,760.67	1.00 4.35%	7,760.67 0.00	0.04% 0.00	Aaa/AAAm NA	0.00 0.00
Total Money Market Fund		7,760.67	4.35%	7,760.67 7,760.67	1.00 4.35%	7,760.67 0.00	0.04% 0.00	Aaa/AAAm NA	0.00 0.00
MUNICIPAL BONDS									
13063EGT7	CALIFORNIA STATE 4.5 08/01/2029	205,000.00	10/30/2024 4.37%	206,080.35 206,044.75	99.82 4.54%	204,620.75 1,435.00	1.02% (1,424.00)	Aa2/AA- AA	4.58 4.02

Attachment: Chandler Quarterly statement - Quarter Ending December 2024

HOLDINGS REPORT



4.a

City of Campbell | Account #11214 | As of December 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Municipal Bonds									
		205,000.00	4.37%	206,080.35	99.82	204,620.75	1.02%	Aa2/AA-AA	4.58
				206,044.75	4.54%	1,435.00	(1,424.00)		4.02
SUPRANATIONAL									
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	350,000.00	12/13/2024 4.29%	343,689.50 343,746.71	97.44 4.48%	341,028.25 2,825.52	1.71% (2,718.46)	Aaa/AAA NA	4.79 4.28
Total Supranational									
		350,000.00	4.29%	343,689.50	97.44	341,028.25	1.71%	Aaa/AAA	4.79
				343,746.71	4.48%	2,825.52	(2,718.46)	NA	4.28
US TREASURY									
91282CFK2	UNITED STATES TREASURY 3.5 09/15/2025	375,000.00	08/08/2024 4.43%	371,264.65 372,611.98	99.47 4.27%	373,004.21 3,915.75	1.87% 392.23	Aaa/AA+ AA+	0.71 0.68
91282CJL6	UNITED STATES TREASURY 4.875 11/30/2025	350,000.00	08/20/2024 4.30%	352,447.27 351,748.80	100.54 4.26%	351,898.51 1,500.00	1.76% 149.70	Aaa/AA+ AA+	0.91 0.88
91282CGR6	UNITED STATES TREASURY 4.625 03/15/2026	350,000.00	08/20/2024 4.14%	352,542.97 351,950.65	100.43 4.25%	351,512.71 4,829.42	1.76% (437.94)	Aaa/AA+ AA+	1.20 1.14
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	375,000.00	08/08/2024 4.10%	375,175.78 375,138.02	99.83 4.25%	374,355.71 722.44	1.87% (782.31)	Aaa/AA+ AA+	1.45 1.39
91282CJC6	UNITED STATES TREASURY 4.625 10/15/2026	375,000.00	08/30/2024 3.90%	380,507.81 379,627.70	100.61 4.26%	377,294.61 3,716.52	1.89% (2,333.08)	Aaa/AA+ AA+	1.79 1.68
91282CKE0	UNITED STATES TREASURY 4.25 03/15/2027	350,000.00	08/20/2024 3.86%	353,322.27 352,850.20	99.97 4.26%	349,908.72 4,437.85	1.75% (2,941.48)	Aaa/AA+ AA+	2.20 2.05
91282CKZ3	UNITED STATES TREASURY 4.375 07/15/2027	375,000.00	08/08/2024 3.91%	379,804.69 379,153.59	100.06 4.35%	375,219.75 7,578.97	1.88% (3,933.84)	Aaa/AA+ AA+	2.54 2.33
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	350,000.00	10/31/2024 4.17%	349,521.48 349,548.94	99.61 4.28%	348,617.82 3,688.70	1.74% (931.12)	Aaa/AA+ AA+	2.75 2.54
91282CGP0	UNITED STATES TREASURY 4.0 02/29/2028	375,000.00	08/08/2024 3.87%	376,552.73 376,379.41	99.09 4.31%	371,590.18 5,096.69	1.86% (4,789.23)	Aaa/AA+ AA+	3.16 2.89
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	350,000.00	08/20/2024 3.76%	353,007.81 352,723.89	98.97 4.32%	346,381.12 38.67	1.73% (6,342.77)	Aaa/AA+ AA+	3.50 3.22
91282CJF9	UNITED STATES TREASURY 4.875 10/31/2028	375,000.00	08/08/2024 3.85%	389,765.63 388,378.96	101.80 4.36%	381,744.06 3,131.04	1.91% (6,634.91)	Aaa/AA+ AA+	3.84 3.44

HOLDINGS REPORT



4.a

City of Campbell | Account #11214 | As of December 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	375,000.00	11/26/2024 4.21%	375,585.94 375,572.74	99.53 4.37%	373,247.22 5,415.23	1.87% (2,325.53)	Aaa/AA+ AA+	4.16 3.72
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	350,000.00	11/18/2024 4.31%	347,498.05 347,565.59	99.02 4.38%	346,559.11 3,688.70	1.73% (1,006.47)	Aaa/AA+ AA+	4.25 3.81
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	375,000.00	08/08/2024 3.84%	387,583.01 386,525.31	100.96 4.38%	378,594.02 2,970.48	1.89% (7,931.29)	Aaa/AA+ AA+	4.33 3.86
91282CEV9	UNITED STATES TREASURY 3.25 06/30/2029	350,000.00	11/18/2024 4.31%	334,591.80 334,985.24	95.42 4.38%	333,979.47 31.42	1.67% (1,005.77)	Aaa/AA+ AA+	4.50 4.12
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	350,000.00	08/20/2024 4.30%	354,634.77 354,293.26	98.42 4.39%	344,452.65 5,858.70	1.72% (9,840.61)	Aaa/AA+ AA+	4.58 4.07
91282CLK5	UNITED STATES TREASURY 3.625 08/31/2029	350,000.00	09/17/2024 3.45%	352,693.36 352,536.94	96.82 4.39%	338,887.42 4,310.95	1.70% (13,649.52)	Aaa/AA+ AA+	4.67 4.18
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	350,000.00	10/25/2024 4.02%	341,933.59 342,225.20	96.22 4.39%	336,767.81 3,129.81	1.69% (5,457.39)	Aaa/AA+ AA+	4.75 4.27
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	350,000.00	11/18/2024 4.38%	347,416.02 347,477.51	98.85 4.39%	345,969.27 2,472.72	1.73% (1,508.24)	Aaa/AA+ AA+	4.83 4.30
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	400,000.00	12/11/2024 4.09%	400,546.88 400,540.85	98.86 4.38%	395,455.52 1,450.55	1.98% (5,085.33)	Aaa/AA+ AA+	4.91 4.38
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	250,000.00	12/31/2024 4.36%	250,185.55 250,185.45	99.95 4.39%	249,874.41 30.21	1.25% (311.04)	Aaa/AA+ AA+	5.00 4.44
Total US Treasury		7,500,000.00	4.07%	7,526,582.06 7,522,020.22	99.29 4.33%	7,445,314.29 68,014.81	37.25% (76,705.93)	Aaa/AA+ AA+	3.30 2.99
Total Portfolio		20,231,681.37	3.54%	20,193,209.89 20,189,031.77	98.78 4.44%	19,985,907.88 144,957.50	100.00% (203,123.89)	Aa1/AA AA	2.61 2.25
Total Market Value + Accrued						20,130,865.38			

Attachment: Chandler Quarterly statement (Investment Report - Quarter Ending December 2024)

TRANSACTIONS



TRANSACTION LEDGER

City of Campbell | Account #11214 | 10/01/2024 Through 12/31/2024 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Los
ACQUISITIONS										
Purchase	10/16/2024	38014AAD3	60,000.00	GMCAR 2024-4 A3 4.27 08/16/2029	99.981	4.32%	(59,988.44)	0.00	(59,988.44)	0.00
Purchase	10/17/2024	89239TAD4	60,000.00	TAOT 2024-D A3 4.4 06/15/2029	99.994	4.51%	(59,996.65)	0.00	(59,996.65)	0.00
Purchase	10/21/2024	3137FMCR1	150,000.00	FHMS K-093 A2 2.982 05/25/2029	95.281	4.15%	(142,921.88)	(248.50)	(143,170.38)	0.00
Purchase	10/22/2024	3137FPHK4	300,000.00	FHMS K-098 A2 2.425 08/25/2029	92.148	4.26%	(276,445.31)	(424.38)	(276,869.69)	0.00
Purchase	10/24/2024	92970QAE5	110,000.00	WF CARD ISSUANCE TRUST 2024-2 4.29 10/15/2029	99.985	4.29%	(109,983.65)	0.00	(109,983.65)	0.00
Purchase	10/28/2024	91282CLN9	350,000.00	UNITED STATES TREASURY 3.5 09/30/2029	97.695	4.02%	(341,933.59)	(942.31)	(342,875.90)	0.00
Purchase	11/01/2024	91282CFM8	350,000.00	UNITED STATES TREASURY 4.125 09/30/2027	99.863	4.17%	(349,521.48)	(1,269.23)	(350,790.71)	0.00
Purchase	11/05/2024	13063EGT7	205,000.00	4.5 08/01/2029	100.527	4.38%	(206,080.35)	0.00	(206,080.35)	0.00
Purchase	11/06/2024	78017FZQ9	250,000.00	ROYAL BANK OF CANADA 4.51 10/18/2027	99.602	4.66%	(249,005.00)	(563.75)	(249,568.75)	0.00
Purchase	11/08/2024	857477CP6	250,000.00	STATE STREET CORP 4.33 10/22/2027	99.415	4.54%	(248,537.50)	(481.11)	(249,018.61)	0.00
Purchase	11/15/2024	891940AC2	150,000.00	TAOT 2023-A A3 4.63 09/15/2027	100.039	4.63%	(150,058.59)	0.00	(150,058.59)	0.00
Purchase	11/15/2024	14913UUA4	250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.7 11/15/2029	99.837	4.74%	(249,592.50)	0.00	(249,592.50)	0.00
Purchase	11/19/2024	3137FLN91	300,000.00	FHMS K-091 A2 3.505 03/25/2029	95.691	4.62%	(287,074.22)	(525.75)	(287,599.97)	0.00
Purchase	11/19/2024	91282CLR0	350,000.00	UNITED STATES TREASURY 4.125 10/31/2029	99.262	4.29%	(347,416.02)	(757.77)	(348,173.79)	0.00
Purchase	11/19/2024	91282CKG5	350,000.00	UNITED STATES TREASURY 4.125 03/31/2029	99.285	4.31%	(347,498.05)	(1,983.17)	(349,481.22)	0.00
Purchase	11/19/2024	91282CEV9	350,000.00	UNITED STATES TREASURY 3.25 06/30/2029	95.598	4.31%	(334,591.80)	(4,389.27)	(338,981.07)	0.00
Purchase	11/21/2024	096919AD7	200,000.00	BMWOT 2024-A A3 5.18 02/26/2029	101.090	4.69%	(202,179.69)	(748.22)	(202,927.91)	0.00



TRANSACTION LEDGER

City of Campbell | Account #11214 | 10/01/2024 Through 12/31/2024 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Los
Purchase	11/22/2024	34535VAD6	120,000.00	FORDO 2024-D 4.61 08/15/2029	99.997	4.66%	(119,996.15)	0.00	(119,996.15)	0.00
Purchase	11/26/2024	3137FJEH8	250,000.00	FHMS K-081 A2 3.9 08/25/2028	97.734	4.53%	(244,335.94)	(677.08)	(245,013.02)	0.00
Purchase	11/26/2024	3137BSRES	250,000.00	FHMS K-059 A2 3.12 09/25/2026	97.477	4.55%	(243,691.41)	(541.67)	(244,233.08)	0.00
Purchase	11/27/2024	91282CKD2	375,000.00	UNITED STATES TREASURY 4.25 02/28/2029	100.156	4.21%	(375,585.94)	(3,874.31)	(379,460.25)	0.00
Purchase	12/12/2024	91282CMA6	400,000.00	UNITED STATES TREASURY 4.125 11/30/2029	100.137	4.09%	(400,546.88)	(543.96)	(401,090.84)	0.00
Purchase	12/16/2024	459058LN1	350,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	98.197	4.29%	(343,689.50)	(2,260.42)	(345,949.92)	0.00
Purchase	12/19/2024	26442CAY0	250,000.00	DUKE ENERGY CAROLINAS LLC 2.45 08/15/2029	90.607	4.72%	(226,517.50)	(2,109.72)	(228,627.22)	0.00
Purchase	12/31/2024	91282CMD0	250,000.00	UNITED STATES TREASURY 4.375 12/31/2029	100.074	4.36%	(250,185.55)	0.00	(250,185.55)	0.00
Total Purchase			6,280,000.00				(6,167,373.59)	(22,340.62)	(6,189,714.21)	0.00
TOTAL ACQUISITIONS			6,280,000.00				(6,167,373.59)	(22,340.62)	(6,189,714.21)	0.00
DISPOSITIONS										
Maturity	11/18/2024	3130APPG4	(1,000,000.00)	FEDERAL HOME LOAN BANKS 1.35 11/18/2024	100.000	1.34%	1,000,000.00	0.00	1,000,000.00	0.00
Total Maturity			(1,000,000.00)				1,000,000.00	0.00	1,000,000.00	0.00
Sale	10/08/2024	3130AQYM9	(1,000,000.00)	FEDERAL HOME LOAN BANKS 5.0 02/28/2025	100.016	4.97%	1,000,160.00	5,555.56	1,005,715.56	160.00
Sale	10/31/2024	3130ASQP7	(1,000,000.00)	FEDERAL HOME LOAN BANKS 3.625 01/28/2025	99.727	3.62%	997,270.00	9,364.58	1,006,634.58	(2,730.00)
Sale	11/14/2024	3130ALR97	(1,000,000.00)	FEDERAL HOME LOAN BANKS 0.625 12/30/2024	99.484	0.63%	994,840.00	763.89	995,603.89	(5,160.00)
Sale	11/14/2024	3130AN5H9	(1,000,000.00)	FEDERAL HOME LOAN BANKS 0.7 01/22/2025	99.260	0.70%	992,600.00	2,177.78	994,777.78	(7,400.00)

TRANSACTION LEDGER



4.a

City of Campbell | Account #11214 | 10/01/2024 Through 12/31/2024 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	12/12/2024	3130ASLD9	(1,000,000.00)	FEDERAL HOME LOAN BANKS 3.65 07/21/2025	99.563	3.65%	995,630.00	14,295.83	1,009,925.83	(4,370.00)
Total Sale			(5,000,000.00)				4,980,500.00	32,157.64	5,012,657.64	(19,500.00)
TOTAL DISPOSITIONS			(6,000,000.00)				5,980,500.00	32,157.64	6,012,657.64	(19,500.00)

IMPORTANT DISCLOSURES



4.a

City of Campbell | Account #11214 | As of December 31, 2024

2024 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc (“IDS”), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC (“ICE”), used with permission. ICE permits use of the ICE indices and related data on an “as is” basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an “as is” basis and licensee’s use it at licensee’s own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

BENCHMARK DISCLOSURES



City of Campbell | Account #11214 | As of December 31, 2024

Benchmark	Disclosure
ICE BofA 1-5 Yr US Unsubordinated Treasury & Agency Index	The ICE BofA 1-5 Year US Unsubordinated Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

Cashflow Projections for the Month of January 2025

4.b

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	258,000	Outstanding checks	366,74
Environmental Services Fees	99,000	Bills & Claims	1,833,00
Franchise Fees	170,000	Bills & Claims- MEAS O	2,377,00
Property Taxes	7,700,000	Payroll- Regular Pay	2,529,00
Other Taxes	77,000	CalPERS retirement & health pm	727,00
Licenses and Permits	296,000	Mission Square retirement contri	161,00
Fines/Forfeitures/Penalties	11,000	Bank & CC fees, void checks	14,00
Intergovernmental--Gas Taxes	91,000		
Intergovernmental--Other incl RPTTF	1,639,000		
Investment earnings & interest	687,365		
Charges for Current Services	465,000		
Sales & Use Tax (incl. Meas.O)	1,233,000		
Transient Occupancy Tax (monthly)	350,000		
Miscellaneous Receipts	27,000		
Misc Rec- JPA/798	230,000		
Spec Assessment	851,000		
Sub-total (Receipts)	14,184,365	Sub-total (Expenditure)	8,007,74
Amount withdrew from Investments to cover this month's expenditures.	-	Amount of expected revenue Available for investment.	6,176,61
Total	\$ 14,184,365	Total	\$ 14,184,36

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Cashflow Projections for the Month of February 2025

4.b

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	173,000	Bills & Claims	3,095,851
Environmental Services Fees	85,000	Bills & Claims- MEAS O	2,500,000
Franchise Fees	263,000	Payroll- Regular Pay	2,125,000
Property Taxes	27,000	CalPERS retirement & health pmts	700,000
Other Taxes	58,000	Mission Square retirement contribu	161,000
Licenses and Permits	230,000	2020 Meas O debt svc	268,050
Fines/Forfeitures/Penalties	6,000	2022 Meas O debt svc	608,250
Intergovernmental--Gas Taxes	98,000	Bank & CC fees, void checks	15,000
Intergovernmental--Other incl RPTTF	142,000		
Investment earnings & interest	103,000		
Charges for Current Services	426,000		
Sales & Use Tax (incl. Meas.O)	1,561,000		
Transient Occupancy Tax (monthly)	101,000		
Miscellaneous Receipts	350,000		
Misc Rec- JPA/798	39,000		
Spec Assessment	2,000		
Sub-total (Receipts)	3,664,000	Sub-total (Expenditure)	9,473,151
Amount withdrew from Investments to cover this month's expenditures.	5,809,151	Amount of expected revenue Available for investment.	-
Total	\$ 9,473,151	Total	\$ 9,473,151

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Cashflow Projections for the Month of March 2025

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	285,000	Bills & Claims	3,305,327
Environmental Services Fees	69,000	Bills & Claims- MEAS O	2,700,000
Franchise Fees	688,000	Payroll- Regular Pay	1,850,000
Property Taxes	1,746,000	CalPERS retirement & health pmt	710,000
Other Taxes	73,000	Mission Square retirement contrib	162,000
Licenses and Permits	242,000	2020 TARB debt service wire	951,295
Fines/Forfeitures/Penalties	13,000	2020 LRB debt service wire	55,700
Intergovernmental--Gas Taxes	93,000	Bank & CC fees, void checks	15,000
Intergovernmental--Other incl RPTTF	413,000		
Investment earnings & interest	50,000		
Charges for Current Services	1,012,000		
Sales & Use Tax (incl. Meas.O)	1,641,000		
Transient Occupancy Tax (monthly)	376,000		
Miscellaneous Receipts	38,000		
Misc Rec- JPA/798	206,000		
Sub-total (Receipts)	6,945,000	Sub-total (Expenditure)	9,749,322
Amount withdrew from Investments to cover this month's expenditures.	2,804,322	Amount of expected revenue	
		Available for investment.	-
Total	\$ 9,749,322	Total	\$ 9,749,322

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Cashflow Projections for the Month of April 2025

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	250,000	Bills & Claims	3,451,000
Environmental Services Fees	69,502	Bills & Claims- MEAS O	3,100,000
Franchise Fees	940,047	Lathrop escrow wire payments	155,000
Property Taxes	6,549,617	Payroll- Regular pay	1,750,000
Other Taxes	60,786	CalPERS retirement & health pmts	710,000
Licenses and Permits	288,487	Mission Square retirement contributi	162,000
Fines/Forfeitures/Penalties	10,924	Bank & CC fees, void checks	25,000
Intergovernmental--Gas Taxes	92,260		
Intergovernmental--Other incl RPTTF	246,548		
Investment earnings & interest	638,926		
Charges for Current Services	644,773		
Sales & Use Tax (incl. Meas.O)	1,191,000		
Transient Occupancy Tax (monthly)	341,748		
Miscellaneous Receipts	33,605		
Misc Rec- JPA/798	115,285		
Sub-total (Receipts)	11,473,508	Sub-total (Expenditure)	9,353,000
Amount withdrew from Investments to cover this month's expenditures.	-	Amount of expected revenue Available for investment	2,120,508
Total	\$ 11,473,508	Total	\$ 11,473,508

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Cashflow Projections for the Month of May 2025

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	250,000	Bills & Claims	1,600,000
Environmental Services Fees	83,500	Bills & Claims- MEAS O	3,000,000
Franchise Fees	395,032	Lathrop escrow wire payments	150,000
Property Taxes	105,606	Payroll- Regular pay	1,750,000
Other Taxes	58,263	CalPERS retirement & health pmts	710,000
Licenses and Permits	278,179	Mission Square retirement contribu	162,000
Fines/Forfeitures/Penalties	26,102	Bank & CC fees, void checks	25,000
Intergovernmental--Gas Taxes	91,357		
Intergovernmental--Other incl RPTTF	230,426		
Investment earnings & interest	8,407		
Charges for Current Services	578,196		
Sales & Use Tax (incl. Meas.O)	1,800,000		
Transient Occupancy Tax (monthly)	421,733		
Miscellaneous Receipts	473,771		
Misc Rec- JPA/798	147,368		
Sub-total (Receipts)	4,947,940	Sub-total (Expenditure)	7,397,000
Amount withdrew from Investments to cover this month's expenditures.	2,449,060	Amount of expected revenue Available for investment	-
Total	\$ 7,397,000	Total	\$ 7,397,000

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Cashflow Projections for the Month of June 2025

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rental	250,000	Bills & Claims	2,900,000
Environmental Services Fees	70,915	Bills & Claims- MEAS O	2,900,000
Franchise Fees	551,957	Payroll- Regular pay	1,750,000
Property Taxes	5,794,950	Payroll- Holiday pay	200,000
Other Taxes	32,615	CalPERS retirement & health	710,000
Licenses and Permits	363,993	Mission Square retirement contributions	162,000
Fines/Forfeitures/Penalties	5,230	Bank & CC fees, void checks	25,000
Intergovernmental--Gas Taxes	114,450	FY'24 annual CERBT contribution	100,000
Intergovernmental--Other incl RPTTF	2,170,168		
Investment earnings & interest	21,989		
Charges for Current Services	483,466		
Sales & Use Tax (incl. Meas.O)	1,600,000		
Transient Occupancy Tax (monthly)	243,520		
Miscellaneous Receipts	408,887		
Misc Rec- JPA/798	1,313		
Sub-total (Receipts)	12,113,452	Sub-total (Expenditure)	8,747,000
Amount withdrew from Investments to cover this month's expenditures.	-	Amount of expected revenue Available for investment	3,366,452
Total	\$ 12,113,452	Total	\$ 12,113,452

Attachment: Cashflow projections (Investment Report - Quarter Ending December 2024)

Actual Results for the Month of Oct 2024

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	225,989	Outstanding Checks	1,485,272
Environmental Services Fees	23,269	Bills & Claims	3,242,430
Property Taxes	893,155	Bills & Claims- Meas O	1,908,805
Other Taxes	66,106	Payroll	1,760,250
Licenses and Permits	987,509	Wire payments-postage machine replenishment	24,100
Fines/Forfeitures/Penalties	12,215	CalPERS- health & retirement pmts	658,626
Intergovernmental--Gas Taxes	117,406	Wire payments- Lathrop retention escrow	198,424
Intergovernmental--Other incl RPTTF	258,186	Mission Square retirement payments	135,332
Investment earnings & interest	881,726	Other charges & bank fees	11,332
Charges for Current Services	476,697		
Sales & Use Tax (incl. Meas.O)	1,123,533		
Transient Occupancy Tax (monthly)	484,945		
Miscellaneous Receipts	80,444		
Misc Rec- JPA/798	<u>65,634</u>		
Sub-total (Receipts)	5,696,813	Sub-total (Expenditure)	9,424,571
Amount withdrew from Investments to cover this month's expenditures.	3,727,758	Amount of expected revenue Available for investment.	-
Total	\$ 9,424,571	Total	\$ 9,424,571

Attachment: Actual Results (Investment Report - Quarter Ending December 2024)

Actual Results for the Month of Nov 2024

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	284,109	Outstanding Checks	1,568,509
Environmental Services Fees	33,677	Bills & Claims	1,424,817
Franchise Fees	115,333	Bills & Claims- Meas O	481,673
Property Taxes	3,062,899	Payroll	1,796,422
Other Taxes	45,615	CalPERS	665,819
Licenses and Permits	436,176	Mission Square retirement contributions	145,241
Licenses and Permits- Pulte Group	1,910,800	Other charges & bank fees	25,930
Fines/Forfeitures/Penalties	10,476		
Intergovernmental--Gas Taxes	101,761		
Intergovernmental--Other incl RPTTF	166,202		
Investment earnings & interest	0		
Charges for Current Services	298,243		
Sales & Use Tax (incl. Meas.O)	1,074,652		
Transient Occupancy Tax (monthly)	352,822		
Miscellaneous Receipts	298,541		
Misc Rec- JPA/798	59,634		
Sub-total (Receipts)	8,250,938	Sub-total (Expenditure)	6,108,411
Amount withdrew from Investments to cover this month's expenditures.	-	Amount of expected revenue	
		Available for investment.	2,142,527
Total	\$ 8,250,938	Total	\$ 8,250,938

Attachment: Actual Results (Investment Report - Quarter Ending December 2024)

Actual Results for the Month of Dec 2024

4.c

Revenue Description	Receipt Amount	Expenditure Description	Payment Amount
Community Center/Dev. Leases/Rentals	226,615	Outstanding Checks	485,977
Environmental Services Fees	21,736	Bills & Claims	2,958,332
Property Taxes	2,338,819	Bills & Claims- Meas O	3,359,842
Other Taxes	77,501	Payroll	1,717,159
Licenses and Permits	409,030	Wire payment- Tristar Insurance	61,371
Fines/Forfeitures/Penalties	3,083	CalPERS	647,898
Intergovernmental--Gas Taxes	111,983	Mission Square retirement contributions	150,612
Intergovernmental--Other incl RPTTF	160,506	Wire payments- Lathrop retention escrow	154,792
Investment earnings & interest	96,137	Other charges & bank fees	25,443
Charges for Current Services	544,076		
Sales & Use Tax (incl. Meas.O)	1,588,004		
Transient Occupancy Tax (monthly)	187,161		
Miscellaneous Receipts	83,806		
Misc Rec- JPA/798	61,609		
Sub-total (Receipts)	5,910,069	Sub-total (Expenditure)	9,561,426
Amount withdrew from Investments to cover this month's expenditures.	3,651,357	Amount of expected revenue	
		Available for investment.	-
Total	\$ 9,561,426	Total	\$ 9,561,426

Attachment: Actual Results (Investment Report - Quarter Ending December 2024)



*City
Council
Report*

Item: 5
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Adopt a Resolution Approving Disaster Grant Agreements with the State of California Governor's Office of Emergency Services (CalOES) and Authorizing the City Manager and the Finance Director to Execute on Behalf of the City

RECOMMENDED ACTION

That the City Council adopt a Resolution approving disaster grant agreements with the State of California Governor's Office of Emergency Services (CalOES) and authorizing the City Manager and the Finance Director to execute on behalf of the City.

BACKGROUND

The City of Campbell incurred certain expenses over and above normal operations to respond to the health related impacts of the COVID-19 pandemic to the community and its staff starting in March 2020. As a result, staff submitted approximately \$250,000 in COVID-19 related reimbursement requests to the Federal Emergency Management Agency (FEMA). Near full reimbursement for these requests was recently approved in the amount of **\$246,293**, as reflected in ***Attachment B***, and is pending payment to the City. Please note that the State of California Governor's Office of Emergency Services (CalOES) was assigned by FEMA to administer and disburse federal disaster grant reimbursements for eligible COVID-19 expenses to all California public agencies.

DISCUSSION

In order to receive its COVID-19 reimbursement payments from FEMA, by way of CalOES, the City must execute and sign various agreements and paperwork with CalOES shown at ***Attachments C - F***. Furthermore, CalOES requires that the City Council adopt a formal resolution identifying those within the City that are authorized to execute and sign these agreements and paperwork on behalf of the City. Consistent with other City agreements and paperwork of a financial nature, staff recommends that the City Council designate the City Manager and the Finance Director as authorized personnel on behalf of the City.

FISCAL IMPACT

If approved, this action will allow approximately **\$246,293** in COVID-19 related reimbursement payments to be released to the City by CalOES.

Prepared by:



Will Fuentes, Finance Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
APPROVING DISASTER GRANT AGREEMENTS WITH THE STATE OF
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CALOES) AND
AUTHORIZING THE CITY MANAGER AND THE FINANCE DIRECTOR TO EXECUTE
ON BEHALF OF THE CITY**

WHEREAS, the City of Campbell incurred certain expenses over and above normal operations to respond to the health related impacts of the COVID-19 pandemic to the community and its staff starting in March 2020, and

WHEREAS, the City tracked and submitted eligible COVID-19 expenses for disaster grant reimbursement to the Federal Emergency Management Agency (FEMA); and

WHEREAS, the State of California Governor's Office of Emergency Services (CalOES) was assigned by FEMA to administer and disburse federal disaster grant reimbursements for eligible COVID-19 expenses to California public agencies; and

WHEREAS, in order to receive grant reimbursement funds related to the COVID-19 pandemic as well as any other disaster, the City must designate City staff that are authorized to execute disaster grant agreements with CalOES;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Campbell that the City Council approves disaster grant agreements with California Governor's Office of Emergency Services and that City Manager and Finance Director are hereby authorized to execute for and on behalf of the City of Campbell, a public entity established under the laws of the State of California, disaster grant applications and to file them with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.

- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b)((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12; and

BE IT FURTHER RESOLVED that the City of Campbell, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor’s Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required; and

BE IT FURTHER RESOLVED that this is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

PASSED AND ADOPTED this day 18th of February, 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution (CalOES FEMA COVID-19 Grant Signing Authority)



*City
Council
Report*

Item: 6
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Consider Approving of a Memorandum of Understanding with the Cities of Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos to Formalize the Collaborative Efforts to Conduct a West Valley Shelter Feasibility Study for the Possible Development of Temporary and Emergency Housing Facilities and Programs to Service the West Valley Area and Authorizing the City Manager to Execute the Memorandum of Understanding.

RECOMMENDED ACTION

That the City Council adopt a Resolution approving and authorizing the City Manager to execute the Memorandum of Understanding with the Cities of Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos to formalize collaborative efforts to conduct a feasibility study related to potential temporary and emergency housing facilities in the West Valley Area.

BACKGROUND

On July 2, 2024, the City Council approved an allocation of American Rescue Plan Act (ARPA) funds for a variety of housing programs, including preparation of a West Valley Shelter feasibility study. The City has entered into a contract with Good City, Co. in the amount of \$99,000 for the completion of the West Valley Shelter Feasibility Study and is taking on the lead role for the preparation of the study which will serve the five West Valley cities, encompassing the cities of Campbell, Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos. As the study will address and benefit all five jurisdictions, the draft Memorandum of Understanding (MOU) has been prepared to outline the roles, responsibilities and expectations of each jurisdiction in relation to the feasibility study and next steps.

DISCUSSION

Staff have drafted the MOU in consultation with the other West Valley cities staff to memorialize the partnership agreement. The MOU outlines a collaborative process between the City and the four other jurisdictions in the preparation of the West Valley Shelter feasibility study.

The MOU outlines the responsibilities of Campbell as the lead jurisdiction and the other West Valley city partner organizations. Campbell's responsibilities include:

- Lead the overall management on preparing the feasibility study.
- Manage the Consultant contract with Good City, Co.
- Provide project oversight, including the scheduling of meetings and deadlines.
- Collect data regarding the needs for shelter services in the community as requested by the Consultant.
- Provide funding or resources, as applicable, to support the study.
- Receive and review the final feasibility report and recommendations before the City Council.

The responsibilities of the Cities of Cupertino, Monte Sereno, Saratoga and Town of Los Gatos as partner organizations include:

- Assist in data collection and needs assessment, particularly with regard to the target population as requested by the Consultant.
- Participate in stakeholder engagement and community outreach efforts as needed.
- Help identify potential funding sources and grant opportunities, if needed, to support the feasibility study and any further implementation actions.
- Review and provide input on the Needs Analysis and the Feasibility study reports.
- Receive and review the final feasibility report and recommendations before the respective City or Town Council.

The benefits of the joint effort pursuant to the proposed MOU include:

- Shared ownership of the final report and any associated findings, data or documents generated by the feasibility study.
- A coordinated effort to determine how the results will be distributed and used, including any publication, presentations or applications for funding.
- Coordinated, but continued adherence to each agency's approval procedures (i.e., approvals by the respective City Councils).

NEXT STEPS

Campbell staff is working with the staff of the other four West Valley jurisdictions to coordinate subsequent review and approval of the MOU by each respective City or Town Council. Following completion of the tasks in the agreement with Good City Co., which include a Needs Analysis, Feasibility Study, and Public Meetings, the estimated completion date is October 2025. Using the study, the West Valley cities will be able to determine the best course of action for establishing a facility or services for the unhoused, subject to respective Council authorization.

FISCAL IMPACT

The City has committed \$99,000 in ARPA funds for the estimated cost of the feasibility study; thereby leaving \$1,000 remaining in FY 2025 amended budgetary allocations of \$100,000 for the feasibility study (Approved by Resolution #13205). In the case that additional funding is required to complete the feasibility study, all parties will negotiate in good faith with shared responsibility to secure the necessary financial resources.

Eloiza Murillo-Garcia

Prepared by:

Eloiza Murillo-Garcia, Housing Program
Manager

Reviewed by:



Rob Eastwood, Community
Development Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Draft Resolution
- b. Draft Memorandum of Understanding

RESOLUTION NO. _____

BEING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITIES OF CUPERTINO, MONTE SERENO, SARATOGA AND THE TOWN OF LOS GATOS FOR THE COMPLETION OF A WEST VALLEY SHELTER FEASIBILITY STUDY

WHEREAS, on April 18, 2023, the City Council adopted the 2023-2031 Housing Element which included Policy H-5e which calls for coordination with adjacent West Valley Cities to develop a regional Homeless Shelter Program;

WHEREAS, on July 2, 2024, the City Council allocated American Rescue Plan Act (“ARPA”) funds for completion of a shelter feasibility study that encompasses the West Valley cities: Campbell, Cupertino, Monte Sereno, Saratoga and Los Gatos (“West Valley Cities”);

WHEREAS, on December 15, 2024, the City entered into an agreement with Good City, Co. to prepare a shelter feasibility study on behalf of the West Valley Cities;

WHEREAS, the City of Campbell will serve as the lead organization and the additional West Valley Cities will serve as partner organizations for the completion of the feasibility study;

WHEREAS, the City and the additional West Valley Cities wish to collaborate and align their objectives for the benefit of the community by preparing a feasibility study for potential temporary and emergency housing facilities and programs in the West Valley Area by entering into a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby approves and authorizes the City Manager to execute, a Memorandum of Understanding with the Cities Cupertino, Monte Sereno, Saratoga and the Town of Los Gatos to formalize collaborative efforts to conduct a feasibility study related to potential temporary and emergency housing facilities.

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

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

APPROVED: _____
Sergio Lopez, Mayor

ATTEST: _____
Andrea Sanders, City Clerk

Attachment: Draft Resolution (MOU for West Valley Shelter Feasibility Study)

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

City of Campbell
70 N. First Street
Campbell, CA 95008

AND

City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

City of Saratoga
13777 Fruitdale Avenue
Saratoga, CA 95070

Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

1. Purpose

The purpose of this Memorandum of Understanding (MOU), effective as of the date of the last signer hereto, is to formalize the collaborative efforts between five parties, the Cities of Campbell, Cupertino, Saratoga, Monte Sereno, and the Town of Los Gatos (individually “party” and together “parties”) to conduct a feasibility study (“feasibility study”) for the possible development of temporary and emergency housing facilities and programs to service the unhoused population within the five jurisdictions. Collectively the five jurisdictions encompass the West Valley area (“West Valley Area”) of the County of Santa Clara. The City of Campbell has funded and executed an agreement with a consultant, Good City Co., to evaluate the feasibility of establishing temporary and emergency shelter services in the West Valley Area to serve the five parties. This MOU outlines the roles, responsibilities, and expectations of each party in relation to the feasibility study and next steps. Accordingly, the parties agree as follows:

2. Scope of the Feasibility Study

The feasibility study will include the following components:

- **Needs Assessment:** Evaluating the existing unhoused population within the West Valley area as a whole to understand any unique demographic and service needs.
- **Stakeholder Engagement:** Gathering input from community members, local government, and other key stakeholders concerning unhoused service needs.

- **Feasibility Study:** Analysis and recommendations concerning feasible temporary or emergency housing facilities and services that can be provided in the West Valley area to serve the needs of the unhoused population. This will include an evaluation of the initial and ongoing costs and capacity to support different housing facilities but not provide any site specific analysis for a new facility.

3. Roles and Responsibilities

City of Campbell (Lead Organization):

- Lead the overall management on preparing the feasibility study.
- Manage the Consultant contract with Good City, Co.
- Provide project oversight, including the scheduling of meetings and deadlines.
- Collect data regarding the needs for shelter services in the community as requested by the Consultant.
- Provide funding or resources, as applicable, to support the study.
- Receive and review the final feasibility report and recommendations before the City Council.

City of Cupertino, Monte Sereno, Saratoga and Town of Los Gatos (Partner Organizations):

- Assist in data collection and needs assessment, particularly with regard to the target population as requested by the Consultant.
- Participate in stakeholder engagement and community outreach efforts as needed.
- Help identify potential funding sources and grant opportunities, if needed, to support the feasibility study and any further implementation actions.
- Review and provide input on the Needs Analysis and the Feasibility study reports.
- Receive and review the final feasibility report and recommendations before the respective City or Town Council.

4. Timeline

The feasibility study by Good City, Co. will begin in January 2025 and is expected to be completed by October 2025.

5. Funding and Resource Allocation

The City of Campbell will be responsible for funding the \$99,000 associated with the estimated cost of the feasibility study. In the case that additional funding is required to complete the feasibility study, all parties will negotiate in good faith with shared responsibility to secure the necessary financial resources.

6. Confidentiality

All parties agree to maintain confidentiality regarding any sensitive or proprietary information exchanged during the course of this collaboration. Information gathered during the feasibility study will only be shared with relevant stakeholders, and only as required to complete the study. All parties also acknowledge that they are subject to the California Public Records Act (CPRA). Should a request come in that might call for confidential information related to this MOU, the party

receiving the request will give prompt notice to the other parties if any documents are to be released.

7. Ownership of Study Results

The final report and any associated findings, data, or documents generated from the feasibility study will be jointly owned by the City of Campbell and the Cities of Cupertino, Monte Sereno, Saratoga and Town of Los Gatos. All parties agree to work together to determine how the results will be distributed and used, including any publication, presentations, or applications for funding.

9. Modification of the MOU

This MOU may be amended or modified only by mutual written consent of the parties. Any modifications will be documented and signed by authorized representatives of the organizations.

10. Termination

Any party may terminate this MOU with thirty (30) days written notice to the other parties. In the event of termination, the parties will agree on the disposition of any materials, data, or funding associated with the feasibility study.

11. Indemnification and Insurance

The parties agree that all losses or liabilities incurred by a party shall not be shared pro rata pursuant to Government Code Section 895.6 but, instead, the parties agree that, pursuant to Government Code Section 895.4, to the fullest extent permitted by law, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this MOU. These indemnity obligations shall survive the termination of this MOU.

In addition, each party will maintain insurance with the following minimum limits or a self-insured retention of the same:

- COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE.
- AUTOMOBILE LIABILITY: \$1,000,000.
- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.

12. Additional Terms

Notices under this MOU shall be by US Mail, and concurrently via email, to the head of the department of Planning, or equivalent, for each of the parties and are considered delivered when

the email is sent (unless returned undeliverable). This MOU expresses the intent of the parties to collaborate on the issues contained herein and represents the entire understanding of the parties on such matters. Except as the other party 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. This MOU shall not be assigned without first obtaining the express written consent of the other parties. All activities of the Parties with respect to this MOU will be carried out in compliance with all applicable federal, state, and local laws and regulations. The unenforceability, invalidity or illegality of any provisions of this MOU shall not render the other provisions unenforceable, invalid or illegal.

13. Signatures

By signing below, the undersigned and authorized representatives of the five parties acknowledge their agreement to the terms of this MOU.

City of Campbell:

Name: _____

Title: _____

Signature: _____

Date: _____

City of Cupertino:

Name: _____

Title: _____

Signature: _____

Date: _____

City of Saratoga

Name: _____

Title: _____

Signature: _____

Date: _____

[Continued on the following page.]

City of Monte Sereno:

Name: _____

Title: _____

Signature: _____

Date: _____

Town of Los Gatos:

Name: _____

Title: _____

Signature: _____

Date: _____

Appendices

- Appendix A: City of Campbell Consultant Services Agreement with Good City Company

CITY OF CAMPBELL
CONSULTANT SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the 15th day of December, 2024, by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and **Good City Company** (hereinafter referred to as "Consultant").

WHEREAS, City desires to obtain consulting services for the purpose of providing feasibility study services to analyze the feasibility of constructing shelter, temporary or emergency housing, or similar facility to support the unhoused population of the West Valley Area (Campbell, Cupertino, Los Gatos, Monte Sereno and Saratoga) ; and

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said feasibility study services ;

NOW, THEREFORE, in consideration of each other's mutual promises, Consultant and City agree as follows:

1. DUTIES OF CONSULTANT

1.1 Consultant agrees to perform services as set forth in Exhibit A - Scope of Services, attached hereto and incorporated herein by reference, and which shall be interpreted together and in harmony with this Agreement. In the event of any conflict between Exhibit A and this Agreement, this Agreement shall govern, control, and take precedence.

1.2 Consultant's project manager will meet with the City's project coordinator prior to commencement of the project to establish a clear understanding of the working relationships, authorities, and management philosophy of City as it relates to this Agreement.

1.3 Consultant, working with the City, will gather available existing information concerning the project, and shall review documents as necessary for compliance with the project's objectives.

1.4 In performance of this Agreement by Consultant, time will be of the essence.

1.5 Notwithstanding Section 1.4, Consultant shall not be responsible for delay caused by activities or factors beyond Consultant's reasonable control, including delays or by reason of strikes, work slow-downs or stoppages, or acts of God.

1.6 Consultant agrees to perform this Agreement in accordance with the highest degree of skill and expertise exercised by members of Consultant's profession working on similar projects under similar circumstances.

1.7 Consultant shall cooperate in good faith with City in all aspects of the performance of this Agreement.

1.8 In the course of the performance of this Agreement, Consultant shall act in the City's best interest as it relates to the project.

1.9 All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

1.10 The designated project manager for Consultant shall be Nicholas Hamilton. The designated principal in charge for this project shall be Aaron Aknin. The Consultant's project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with the City and the City's project coordinator. The authorized principal of Consultant executing this Agreement for the Consultant shall have authority to make decisions regarding changes in services, termination and other matters related to the performance of this agreement on behalf of Consultant.

1.11 The Consultant (and its employees, agents, representatives, and subconsultants), in the performance of this Agreement, shall act in an independent capacity and not as officers or officials or employees or agents of the City. The City shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The City, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof. Subcontractors shall assume all of the rights, obligations and liabilities, applicable to it as an independent contractor hereunder. Consultant represents and warrants that it (i) is fully experienced and properly qualified to perform the class of work and services provided for herein, (ii) has the financial capability and shall finance its own operations required for the performance of the work and services and (iii) is properly equipped and organized to perform the work and services in a competent, timely and proper manner in accordance with the requirements of this Agreement. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officers, officials, directors, agents representatives, volunteers, and employees against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.

1.12 This Agreement contains provisions that permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Adjustments to the basis of payment and to the time for performance of the work, if any, shall be established by a written contract amendment (approved and executed by the City) to accommodate the changes in work.

2. DUTIES OF CITY

2.1 City shall furnish to Consultant all available and pertinent data and information requested by Consultant to facilitate the preparation of the documents called for in this Agreement.

Consultant shall be entitled to reasonably rely on accuracy and completeness of such information, provided that Consultant shall make any additional investigation reasonably necessary to confirm such information and provide City prompt written notice of any known or discovered defects in such data and information.

2.2 City shall provide contract administration services. City shall notify Consultant of required administrative procedures and shall name representatives, if any, authorized to act in its behalf.

2.3 City shall review documents submitted by Consultant and shall render decisions pertaining thereto as promptly as reasonably possible.

3. **COMPENSATION**

3.1 For the full performance of the services described herein by Consultant, City agrees to compensate Consultant for all services and direct costs associated with the performance of the project in an amount not to exceed \$99,000, as follows:

a. Once each month, Consultant shall submit for payment by City, an itemized invoice for services performed during the previous billing period. The invoice shall describe the services rendered and the title of the item of work, and shall list labor hours by personnel classification. Said invoice shall be based on all labor and direct expense charges made for work performed on the project. Labor charges shall be in accordance with the fee schedule found in Exhibit A of this Agreement. City shall pay Consultant for services rendered and approved by the City within 30 days from the date the itemized invoice is received by the City, subject to the maximum not to exceed amount specified above and the City's right to object.

b. Direct costs are those outside costs incurred on or directly for the project, and substantiated with invoices for the charges. Direct expenses include printing, reproduction, and delivery charges.

3.2 If Consultant incurs other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Consultant's duties, City may approve payment for said costs if authorized in writing by the City in advance.

3.3 City may order changes in the scope or character of services in writing, including decreasing the amount of Consultant's services. In the event that the work is decreased, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change. Under no conditions shall Consultant make any changes to the work, either as additions or deductions, without the prior written order of the City. In the event, that the City determines that a change to the work or services from that specified in this Agreement is required, the contract time and/or actual costs reimbursable by the City for the project may be adjusted by contract amendment or change order to accommodate the changed work. The maximum not to exceed total amount specified in this Article 3 (Compensation) shall not be exceeded, unless authorized by written contract amendment or change order, approved and executed by the City. Consultant shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

3.4 In no event, will the Consultant be reimbursed for any costs or expenses at any rates that exceed the rates for set forth in the fee schedule found in Exhibit A.

3.5 Consultant agrees that the payments to Consultant specified in this Article 3 (Compensation) will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

4. SUBCONSULTANTS

4.1 Consultant may not subcontract any services required under this Agreement without the prior written consent of the City.

4.2 Consultant shall be responsible to City for the performance of any and all subconsultants who perform work under this contract, and any acts of negligence or misconduct on their part. Consultant is solely responsible for all payments due to subconsultants.

4.3 Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Campbell, its officers, officials, directors, agents representatives, volunteers, and employees as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.

4.4 If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract.

5. OWNERSHIP OF DOCUMENTS AND MATERIALS

All original drawings, documents, papers, data, materials, photographs, negatives and other work products prepared by the Consultant and/or its subconsultants in the performance of the services encompassed in this Agreement (whether in printed or electronic format) (“project-related documents and materials”) shall be the property of the City and may be used on this project without the consent of the Consultant or its subcontractors. City acknowledges that such drawings, documents, and other items are instruments of professional services intended for use only on the subject project. Consultant agrees that all copyrights which arise from creation of the Project-related documents and materials pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. Any project-related documents and materials related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein. Upon the completion or termination of this Agreement for any reason, the City shall be entitled to receive, and Consultant shall promptly provide to the City upon request, all finished and unfinished project-related documents and materials, produced or gathered by or on behalf of Consultant that are in Consultant’s possession, custody or control. Consultant may retain copies of said documents and materials for its files. In the event of termination, any dispute regarding compensation or damages shall not hinder, prevent, or otherwise impact the City’s right to promptly receive and use such documents and materials which are the sole and exclusive property of the City.

6. TERMINATION

6.1 Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to Consultant not less than thirty calendar days prior to an effective termination date. In the event of such termination, Consultant shall have the right and obligation to immediately assemble the work then in progress for the purpose of completing the work and turning over all materials and documents to City.

6.2 In the event of such termination, Consultant shall be compensated for all work and services performed to the point of termination in accordance with the payment provisions set forth in Section 3.1, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

6.3 Upon notice of termination by City, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant’s failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses,

or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

7. **AUDIT AND INSPECTION**

Consultant shall permit authorized representatives of City to inspect and audit all data and records relating to its performance under this Agreement for a period of three years following acceptance of the final study.

8. **EQUAL EMPLOYMENT OPPORTUNITY**

Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, marital status, medical condition, disability, ancestry, organizational affiliation, military or veteran status, or any other consideration made unlawful by local, State or Federal law, of any employee of, or applicant for employment with, such Consultant or subcontractor. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations.

9. **INSURANCE AND INDEMNIFICATION**

9.1 With respect to any design professional services provided by Consultant, the Consultant agrees to indemnify, and hold harmless the City, its officers, and employees to the fullest extent allowed by law from any and all claims, actions, causes of action, damages, liabilities and losses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of City. City shall not be liable for acts of Consultant in performing services described herein. Notwithstanding anything in this paragraph to the contrary, any defense costs charged to the design professional under this paragraph shall not exceed the design professional's proportionate percentage of fault, except:

a. That in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with the other parties regarding unpaid defense costs in good faith effort to agree on the allocation of those costs amongst the parties; and

b. Where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis, then there shall be no limitation on the design professional's duty to provide a defense and cover the City's cost of defense.

With respect to all matters other than those covered by the foregoing paragraph, Consultant agrees to indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City, its officers, officials, directors, agents representatives, volunteers, and employees to the fullest extent allowed by law from and against any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, including attorneys' fees and costs (collectively, "Losses") including but not limited to all claims, actions, causes of action, losses, damages, liabilities for property damage, bodily injury, or death, and all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of, in whole or in part, Consultant's performance under this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of City. City shall not be liable for acts of Consultant in performing services described herein.

In no event shall this section be construed to require indemnification by the Consultant to a greater extent than permitted under the public policy of the State of California; and in the event that this contract is subject to California Civil Code section 2782(b), the foregoing indemnity provisions shall not apply to any liability for the active negligence of the City.

The defense and indemnity provisions obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement. The foregoing indemnity provisions are intended to fully allocate the parties' risk of liability to third-parties; and there shall be no rights to indemnity or contribution, in law or equity or otherwise between the parties that are not set forth in this section. Consultant waives all rights to subrogation for any matters covered by the provisions of this section. Consultant's responsibility for such defense and indemnity obligations as set forth in this section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

9.2 Consultant shall maintain insurance conforming to the following specifications to the fullest amount allowed by law for a minimum of three (3) years following the termination or completion of this Agreement:

A. Types of Coverage

The policies shall afford the following types of coverage:

1. Commercial General Liability;
2. Automotive;
3. Workers' Compensation and Employer Liability; and
4. Professional Liability and/or Errors and Omissions

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. For Commercial General Liability: Insurance Services Office (ISO) CGL Form 00 01 11 85; and
2. For Automotive Liability: ISO CA 00 01 06 92 including symbol 1(any auto); and
3. For Workers' Compensation: insurance as required by the Labor Code of the State of California and Employer's Liability insurance; and
4. For Professional Liability and/or Errors and Omissions: insurance covering negligence committed by or on behalf of Consultant in rendering services to City.

C. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident. The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant

and its employees.

4. Professional Liability and/or Errors and Omissions: \$1,000,000 per claim and \$2,000,000 in the annual aggregate.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (as agreed to in this Agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

D. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City, and shall not reduce the limits of liability. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its agents, officers, attorneys, employees, officials and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses related to investigations, claim administration, and defense expenses. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or the City.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:

a. The City, its agents, officers, attorneys, employees, officials and volunteers are to be covered as additional insureds as respects: liability arising out of this Agreement performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is affords greater coverage.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, attorneys, employees, officials and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, attorneys, employees, officials and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its agents, officers, attorneys, employees, officials, and volunteers.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its agents, officers, attorneys, employees, officials, and volunteers for losses arising from work performed by the Consultant for the City.
3. **All Coverages:** Any unintentional failure to comply with reporting provisions of the policies shall not affect coverage provided to the City; and unless otherwise approved by the City, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by regular mail has been given to the City, or ten (10) days for cancellation for non-payment of premium.

F. Suspension or Cancellation

If any of the coverages required by this Agreement should be suspended, voided, cancelled or reduced in coverage during the term of this Agreement, Consultant shall immediately notify City and replace such coverage with another policy meeting the requirements of this Agreement.

G. Subcontractors

Consultant agrees that any and all contracts with subcontractors for performance of any matter under this Agreement shall require the subcontractors to comply with the same indemnity and insurance requirements set forth in this Agreement to the extent that they apply to the scope of the subcontractors' work. Subcontractors are to be bound to contractor and to City in the same manner and to the same extent as the Consultant is bound to City under this Agreement. Subcontractors shall further agree to include these same provisions with any sub-subcontractor. A copy of this Agreement will be furnished to the subcontractor on request. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to the City.

H. Acceptability of Insurers

Without limiting Consultant's indemnification provided hereunder, the policies of insurance listed in Article 9.2 of this Agreement are to be issued by an issuer with a current A.M. Best Rating of A:V and who is authorized to transact business in the State of

California, unless otherwise approved by the City.

I. Verification of Coverage

Consultant shall furnish the City with endorsements and certificates of insurance evidencing coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. Where required by statute, forms approved by the Insurance Commissioner are to be submitted. All certificates are to be received and approved by the City before work commences.

J. Special Risks/Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

10. MISCELLANEOUS

10.1 This Agreement shall be binding on the heirs, executors, assigns and successors of Consultant.

10.2 Neither party may assign this Agreement, or any portion hereof, without the prior written consent of the other.

10.3 This Agreement shall not be construed to alter, affect, or waive any lien or stop notice rights, which Consultant may have for the performance of services pursuant to this Agreement.

10.4 Neither party's waiver of any term, condition or covenant, or breach of any term, condition or covenant shall be construed as the waiver of any other term, condition or covenant or waiver of the breach of any other term, condition or covenant.

10.5 This Agreement contains the entire Agreement between City and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and Consultant.

10.6 If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on City and Consultant.

10.7 This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8 All changes or amendments to this Agreement must be in writing and approved by all parties.

10.9 The initial contract term shall commence upon execution of the contract by the City and shall terminate December 31, 2025, unless terminated sooner in accordance with the contract.

10.10 Consultant owes the City a duty of undivided loyalty in performing the work and services under this Agreement, including, but not limited to, the obligation to refrain from having economic interests and/or participating in activities that conflict with the City's interests in respect to the work and/or services and project. The Consultant shall list current clients who may have a financial interest in the outcome of this Agreement. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this Agreement. Consultant will immediately advise the City if Consultant learns of a financial interest of Consultant's during the term of this Agreement.

10.11 City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

10.12 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City's sole discretion.

10.13 Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

10.14 Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements

10.15 Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.16 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.

10.17 This Agreement is entered into, and to be performed in Santa Clara County, California, and any action arising out of or related to this Agreement shall be maintained in a court of appropriate jurisdiction in Santa Clara County, California.

10.18 This Agreement may be executed in 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.

11. NOTICES

Notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at one of the following addresses:

CITY: City of Campbell
Attention: Rob Eastwood
70 North First Street
Campbell, CA 95008

CONSULTANT: Good City Co,
Attention: Aaron Akin
601 Allerton Street, Ste. 110
Redwood City, CA 94063

[SIGNATURES ON FOLLOWING PAGE]

Having read and understood the foregoing Agreement, the undersigned parties agree to be bound hereby:

CONSULTANT

By: 
Aaron Akinin (Dec 5, 2024 10:19 PST)
Aaron Akinin

Title: Principal

CITY OF CAMPBELL

By: *Brian Loventhal*
Brian Loventhal,

Title: City Manager

Attachment: Draft Memorandum of Understanding (MOU for West Valley Shelter Feasibility Study)

Exhibit A

Scope of Services

Good City Company will provide consulting services to develop a study to analyze the feasibility of constructing shelter, temporary or emergency housing, or similar facility to support the unhoused population of the West Valley Area (Campbell, Cupertino, Los Gatos, Monte Sereno and Saratoga).

Good City Company will perform the following tasks:

1. **Project Management:** Nicholas Hamilton, Public Policy Lead, will be the project manager. As the project manager, Nick will serve as the primary point of contact and will facilitate the development of a workplan, meeting agendas and facilitation, and coordinating all aspects of the development of the feasibility study. Vera Gil, Housing Specialist, will serve as an associate project manager. Nick and Vera will work closely together to plan and execute all analysis and recommendations throughout the development of the feasibility study. Aaron Aknin, Principal, will be the principal in charge for this engagement. Micaela Hellman- Tincher, Housing Specialist, will provide targeted support at key junctures of the project. Noa Kornbluh, Economic Development Associate, may provide additional support as needed.

Good City will develop a detailed project timeline with key milestones for the overall process and incorporate the Consultant schedule and tasks into the overall timeline. Nick will also work with staff to identify competing priorities (other policy initiatives, large development projects, etc.) occurring during the same period to determine a realistic completion timeline.

Good City will also create and maintain a shared project management dashboard to organize key dates, tasks, and information in an easy to access online format.

Deliverables: Written timeline, project dashboard.

2. **Needs Analysis:** Evaluating the existing unhoused population within the West Valley area as a whole to understand any unique demographic and service needs of the population. Specific actions will include:
 - a. Conducting a focus group among service providers with expertise in unhoused population of the West Valley (one).
 - b. Structured interviews to explore specific topics (two to three).

- c. As part of its data gathering, Good City will request that the CoC data team provide Supportive Housing System Data Request Reports for the five West Valley cities. If, after reviewing these Reports, Campbell and Good City Company determine that they need additional data, they will request a meeting, and meet, with the COC data team to review their request.
- d. Review relevant Housing Element program Implementation Actions.

Deliverables: Needs Analysis report. An initial draft for staff review, and final (public review) drafts will be prepared.

3. Feasibility Study: Good City will analyze and prepare recommendations concerning developing feasible temporary or emergency housing facilities and services to best serve the needs of the unhoused population. This work will include:

- a. Evaluation of different types of facilities or services that could be established in the West Valley to service the unhoused, such as a new shelter or the use of an existing building as a shelter, using a network of hotel rooms to provide temporary housing, safe RV / Car park or sanctioned camping locations, or “tiny home” locations. Outreach to jurisdictions with recent experience will be conducted.
- b. Identification of service providers who could support the management of these facilities.
- c. Identification of expected initial development and ongoing (annual) management costs.
- d. Good City welcomes the opportunity to engage with LeSar Development Consultants to incorporate their insights and feedback at key junctures in the project.

Deliverables: Feasibility Study. An initial draft for staff review, Screen check, and final (public review) drafts will be prepared. The needs analysis will be included as an appendix to the feasibility study.

4. Project Meetings: Organize and facilitate bi-weekly check-in meetings to ensure clear communication among the City and Good City, share progress, seek input at key junctures of the project, and address issues promptly. Meet at key points in the project with County OSH staff. If desired, the project team can also meet with other jurisdictions of the West Valley group at key junctures throughout the project.

Deliverables: Meeting agendas and summaries of action items.

- 5. Public Meetings and Associated Materials:** Good City will also support the City in stakeholder, community meetings, public hearings, and other events as necessary (in person or virtually). The proposal assumes up to two public meetings.

Deliverables: Written staff reports, related attachments, and presentations for Boards, Planning Commission, and City Council. This proposal assumes materials associated with two public meetings.

Responsibilities for City Staff and Good City Team:

1. Good City Responsibilities:

- a. Lead project management, including planning, execution, and reporting.
- b. Conduct research, analysis, and key stakeholder engagement efforts.
- c. Prepare and present deliverables such as reports, and presentations; this includes presenting analysis and recommendations at Planning Commission and City Council meetings.
- d. Coordinate with City staff to ensure alignment with the City's goals.

2. City Staff Responsibilities

- a. Participate in biweekly virtual meetings to provide input and feedback on project progress.
- b. Assist in acquiring relevant data and reports from stakeholder groups.
- c. Facilitate community engagement efforts by coordinating with local stakeholders, leading the development and implementation of any community workshops and announcements.
- d. Review and approve deliverables including draft reports and public meeting materials in a timely manner.

Fee Schedule

The total estimate is \$99,000, inclusive of a 10% contingency. The estimate is based on 2024 billing rates, which are subject to change on January 1st of each year. Rates for 2025 have not been set. This estimate assumes a 5% increase in rates for 2025 when calculating the hours and fees beginning January 1, 2025. However, specific rates will be circulated before January 1, 2025. A contingency is also included in case unexpected tasks are necessary. An approximate breakdown by team member, role, rate, hours, and estimated fee is provided in the table below. If a particular team member's time is not required for this project, another Good City team member may use the allocated hours instead.

Team Member	Role	Hourly Rate	Total Hours	Estimated Fees
Aaron Aknin	Principal in Charge	\$260	30	\$8,500
Nicholas Hamilton	Project Manager	\$170	210	\$38,000
Vera Gil	Associate Project Manager	\$170	205	\$36,500
Micaela Hellman-Tincher	Housing Specialist	\$170	25	\$ 4,500
Noa Kornbluh	Economic Development Associate	\$140	15	\$ 2,500
Subtotal				\$ 90,000
<i>Contingency (~10%)</i>				\$ 9,000
Total				\$ 99,000

Timeline

	Task	Nov 2024	Dec	Jan 2025	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Project Management	Kickoff									
2	Needs Analysis				Draft		Final				
3	Feasibility Study							Draft		Screen Check	Final
4	Project Meetings										
5	Public Meetings										Study Session

Good City CSA - Shelter Feasibility Study

Final Audit Report

2024-12-11

Created:	2024-12-05
By:	Ken Ramirez (kenr@campbellca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEGCv_1yfBREg0JZiAoaDXVCKOgj1CaEi

"Good City CSA - Shelter Feasibility Study" History

-  Document created by Ken Ramirez (kenr@campbellca.gov)
2024-12-05 - 6:05:08 PM GMT
-  Document emailed to Aaron Aknin (aaknin@goodcityco.com) for signature
2024-12-05 - 6:05:15 PM GMT
-  Email viewed by Aaron Aknin (aaknin@goodcityco.com)
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-  Document e-signed by Aaron Aknin (aaknin@goodcityco.com)
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-  Document emailed to Brian Loventhal (brianl@campbellca.gov) for signature
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-  Document e-signed by Brian Loventhal (brianl@campbellca.gov)
Signature Date: 2024-12-11 - 10:56:26 PM GMT - Time Source: server
-  Agreement completed.
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Attachment: Draft Memorandum of Understanding (MOU for West Valley Shelter Feasibility Study)



*City
Council
Report*

Item: 7
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Accept the City Facilities Roof Replacement Project – FY 2024 (24-TT) and File the Notice of Completion

RECOMMENDED ACTION

That the City Council adopt a resolution accepting the City Facilities Roof Replacement Project for FY 2024 (CIP No. 24-TT) and directing the Public Works Director or designee to file the Notice of Completion.

BACKGROUND

The City of Campbell owns and maintains a total of twenty-six buildings and structures that support a wide range of community programs and services. Collectively, several of these buildings and structures are older in age – requiring frequent and costly repairs to address issues associated with their aging infrastructure and outdated components. In recent years, none has been more evident than the maintenance and repair needs of their roofs – many of which have reached the end of their expected useful life after years of repeated damage from weather-related events and prolonged exposure to the elements. To mitigate further budgetary and resource constraints, staff developed the City Facilities Roof Replacement Project to systematically replace various roofs across the City’s buildings and structures on a five-year funding schedule as programmed in the City’s Capital Improvement Plan (CIP).

In June 2023, the City Facilities Roof Replacement Project (No. 24-TT) was formally approved as a CIP project with the adoption of the City’s annual budget for FY 2023-24. Following its approval, funding was allocated annually within the project’s five-year CIP budget schedule, beginning in FY 2024 and concluding in FY 2028. Each year, staff will identify appropriate replacement locations based on the amount of funds available for that fiscal year, focusing on those buildings and structures with the most critical repair needs while considering other factors related to the age and overall condition of their roof.

With \$475K in funds allocated to the project’s CIP budget for FY 2024, staff selected the Campbell Community Center Buildings C and L, and the Sunnyoaks Fire Station building, as the priority locations for year one of the project’s five-year schedule. While developing the scope of work, staff determined that certain aspects of the project would require labor and equipment services from contractors specializing in roof-related repairs and installation work. Therefore, staff prepared the construction specifications

along with an advertisement to solicit informal bids (proposals) from qualified contractors interested in providing these services at the intended locations.

On March 5, 2024, the City Council adopted Resolution No. 13123 (Attachment B), approving the plans and specifications for the City Facilities Roof Replacement Project – FY 2024 (24-TT), and authorizing staff to solicit bids from qualified contractors interested in providing the construction services necessary to complete the project. The resolution also authorized the subsequent award of a service contract up to \$380,000, with an additional 20% contingency of \$76,000 to cover any unforeseen expenses during construction, and authorization for the City Manager to execute said contract pending staff's review of the bid proposals received. At the time, the City Council was informed that should the lowest, responsive bidder propose a total contract amount that is less than the approved award amount of \$380,000, the executed services agreement would reflect the contractor's final award amount, with the 20% construction contingency to be adjusted accordingly.

After evaluating those proposals received by the specified bid submission deadline, the City awarded a service contract to I & A Contractors (I & A), in the amount of \$274,000, for the material and labor services to complete the City Facilities Roof Replacement project (FY 2024) at the Sunnyside Fire Station and Campbell Community Center Buildings C and L. Prior to execution, the service agreement was updated to include the contractor's final award amount, as well as the adjusted construction contingency amount of \$54,800 to reflect 20% of the contract's total value.

DISCUSSION

Construction for the City Facilities Roof Replacement project at the Sunnyside Fire Station Engine Bay and Campbell Community Center Buildings C and L began on September 2, 2024, and concluded on December 31, 2024. During that time, all work was completed in accordance with the approved plans and specifications developed for each location by staff, as well as the terms outlined in the executed service contract agreement with I & A. Elements completed during the project's construction included:

- Removal of the existing roofing material
- Removal and replacement of wood underlayment damaged by dry rot
- Installation of new hot-applied 2-ply asphalt roof and associated materials

These improvements have extended the operational lifespan of the roofs at the Sunnyside Fire Station and Community Center Buildings C and L by approximately 20 years. Additionally, the reinforced design and enhanced durability of the new roofs will provide greater protection against natural elements and severe weather conditions, such as heavy rainstorms and high winds during the fall and winter months. As a result, the need for frequent structural repairs – and their associated costs – will be significantly reduced, yielding substantial long-term savings and facilitating staff's efficient utilization of time and resources to address other critical maintenance needs across the City.

With the project now deemed complete, a resolution has been prepared to accept the improvements and direct the Public Works Director, or designee, to file the Notice of Completion with the Santa Clara County Recorder's Office (Attachment C.)

FISCAL IMPACT

The City Facilities Roof Replacement Project for FY 2024 (CIP No. 24-TT) was completed under budget as detailed in the following summaries of its associated costs breakdowns:

Source of Funds	Amount
Capital Improvement Project Reserve – City Facilities Roof Replacement Project (CIP No. 24-TT)	\$475,000

Use of Funds	Amount (Actuals)
Construction Contract with I & A Contractors	\$274,000
Change Orders	\$39,110
Total Project Costs	\$313,110

Based on the figures above, this project has generated savings of approximately \$161,890. Therefore, the balance of unspent project funds will be returned to the City's CIPR fund and applied towards other future improvement projects as programmed in the City's CIP.

ALTERNATIVES

1. Do not accept the improvements and direct staff accordingly.

Prepared by:


 Carina Shattuck, Administrative Analyst I

Reviewed by:


 Todd Capurso, Director of Public Works

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution
- b. Resolution No. 13123 - Specs Bids for City Facilities Roof Replacement FY24 (24-TT)
- c. Notice of Completion (24-TT) - Sample

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
ACCEPTING THE CITY FACILITIES ROOF REPLACEMENT PROJECT – FY 2024
NO. 24-TT AND DIRECTING THE PUBLIC WORKS DIRECTOR OR DESIGNEE TO
FILE THE NOTICE OF COMPLETION**

WHEREAS, in June 2023, the City Facilities Roof Replacement project (CIP No. 24-TT) was approved upon the adoption of the City’s annual CIP budget for FY 2023-24, with funding allocated annually for its implementation over a five-year CIP budget schedule, beginning in FY 2024 and concluding in FY 2028; and

WHEREAS, with \$475,000 in funds allocated to the project’s CIP budget for FY 2024, staff identified Campbell Community Center Buildings C and L, and the Sunnyoaks Fire Station building as the priority locations for the project’s first year of implementation; and

WHEREAS, on March 5, 2024, the City Council adopted Resolution No. 13123, approving the plans and specifications for the project and authorizing staff to solicit bids (proposals) from qualified contractors, along with the subsequent award of a service contract up to \$380,000 and a 20% construction contingency amount of \$76,000 for any unforeseen expenses during its construction; and

WHEREAS, pending the bid results, the executed services agreement would be updated to include the final award amount as proposed by the lowest, responsive bidder, and a construction contingency amount that reflects 20% of the contract’s total value; and

WHEREAS, after evaluating those proposals received, the City awarded a service contract to I & A Contractors (I & A), in the amount of \$274,000, for the material and labor services to complete the roof replacement project at the Sunnyoaks Fire Station and Campbell Community Center Buildings C and L; and

WHEREAS, construction for the project began on September 2, 2024, and concluded on December 31, 2024 – with all work completed in accordance with the approved plans and specifications developed by staff for each project location, as well as the terms outlined in the executed service contract agreement with I & A; and

WHEREAS, elements completed during construction included: removal of the existing roofing material, removal and replacement of wood underlayment damaged by dry rot, and the installation of a new hot-applied 2-ply asphalt roof and associated materials; and

WHEREAS, upon its completion, the project’s total costs were \$313,110; and

WHEREAS, based on its CIP budget of \$475,000, the balance of approximately \$161,890 in unspent project funds will be returned to the City’s CIPR fund and applied towards other future improvement projects as programmed in the City’s CIP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby accepts the work completed for the City Facilities Roof Replacement Project – FY 2024 (No. 24- SS) and directs the Public Works Director, or designee, to file the Notice of Completion.

PASSED AND ADOPTED this 18th day of February, 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

APPROVED:

ATTEST:

Sergio Lopez, Mayor

Andrea Sanders, City Clerk

Attachment: Resolution (Accept the City Facilities Roof Replacement Project 24-TT and File the NOC)

RESOLUTION NO. 13123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL 1) APPROVING THE PLANS AND SPECIFICATIONS, AND AUTHORIZING THE SOLICITATION OF BIDS, FOR THE CITY FACILITIES ROOF REPLACEMENT PROJECT (NO. 24-TT) AND ITS IMPLEMENTATION DURING FY 2024 AS PROGRAMMED IN THE CITY'S APPROVED CIP; 2) APPROVING THE SUBSEQUENT AWARD OF A SERVICE CONTRACT TO THE LOWEST, RESPONSIVE BIDDER, IN AN AMOUNT NOT TO EXCEED \$380,000, PLUS AN ADDITIONAL 20% CONSTRUCTION CONTINGENCY OF \$76,000; 3) AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AS SPECIFIED IN CAMPBELL MUNICIPAL CODE SECTION 3.20.100; AND 4) AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDERS UP TO AND WITHIN THE ALLOCATED CONSTRUCTION CONTINGENCY.

WHEREAS, the City of Campbell owns a total of twenty-six buildings and structures which are maintained and operated to meet the diverse needs of various programs and services available to members of the community; and

WHEREAS, among this inventory, several buildings are leased to outside organizations who utilize these facilities to provide programs or services, including the Sunnyoaks Fire Station which has been operated by Santa Clara County Fire Department (SCCFD) for over 40 years; and

WHEREAS, many of the buildings in the City's inventory are older in age – requiring frequent and costly repairs to address issues associated with their aging infrastructure and outdated roofing components; and

WHEREAS, between 2018 and 2023, the roof of the Sunnyoaks Fire Station, and those located at the Community Center, have required multiple patch repairs to address leaks caused by severe winter rainstorms, which in turn, have exposed a severe degradation of the roofing material and water damage throughout its substructure; and

WHEREAS, separately, in early 2021, the City hired an outside consultant firm, the Garland Company (Garland), to perform a roofing assessment on all City-owned buildings and structures for staff's planning and project development purposes; and

WHEREAS, per Garland's assessment report, several deficiencies were identified throughout the City's buildings with recommendations to implement corrective action by 2022; and

WHEREAS, staff ultimately determined that the complete replacement for many of these roofs was the more feasible option as it reduced the need for more frequent repairs and their long-term maintenance costs; and

WHEREAS, in 2022, staff created a CIP project (City Facilities Roof Replacement Project, CIP Project No. 24-TT), to replace the roofs for various buildings over a five-year period with an allocation of funds programmed in each fiscal year to cover the costs of their implementation; and

WHEREAS, in June 2023, the City Facilities Roof Replacement Project was approved with the adoption of the City's annual CIP budget for FY 2024; and

WHEREAS, with \$475k programmed in the project's CIP budget for FY 2024, staff has identified Campbell Community Center Buildings C and L, and the Sunnyoaks Fire Station building, as the locations for year one of the City Facilities Roof Replacement Project; and

WHEREAS, based on the proposed scope of work, staff estimates that the project will cost approximately \$380,000 to replace the roofs at these locations; and

WHEREAS, with sufficient funds available in the project's approved CIP budget for FY 2024 (\$475k), staff is requesting that the City Council approve the plans and specifications for the City Facilities Roof Replacement Project (No. 24-TT) and authorize staff to solicit bids (proposals) from qualified contractors for services to facilitate their implementation; and

WHEREAS, in accordance with the City's purchasing guidelines, staff will complete a comprehensive evaluation of the bids received on Thursday, April 18, 2024, and select a contractor based on the results from the lowest, responsive bidder and their qualifications to perform the work; and

WHEREAS, pending the bid results, staff is also requesting the City Council's approval to award a service contract to the lowest, responsive bidder, in an amount not to exceed \$380,000, plus an additional 20% construction contingency (\$76,000), for any costs incurred as a result of unforeseen work and/or services that may be required during project implementation; and

WHEREAS, staff requests that the City Council authorize the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100 and authorize the Public Works Director to negotiate and execute contract change orders up to and within this allocated construction contingency amount.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell hereby: 1) approve the plans and specifications, and authorize the solicitation of bids, for the City Facilities Roof Replacement Project (No. 24-TT) and its implementation during FY 2024 as programmed in the City's approved CIP; 2) approve the subsequent award of a service contract to the lowest, responsive bidder, in an amount not to exceed \$380,000, plus an additional 20% construction contingency of \$76,000; 3) authorize the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100; and 4) authorize the Public Works Director to negotiate and execute contract change orders up to and within the allocated construction contingency amount.

BE IT FURTHER RESOLVED, should the lowest, responsive bidder propose a total contract amount that is less than the amount approved for award by the City Council at this time (\$380,000), the executed services agreement will reflect the contractor's final award amount, with the construction contingency to be adjusted accordingly based on 20% of that final contract amount.

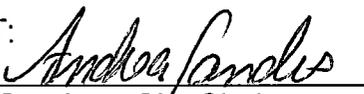
PASSED AND ADOPTED this 5th day of March, 2024, by the following roll call vote:

AYES: Council Members: Bybee, Furtado, Scozzola, Lopez, Landry
NOES: Council Members: None
ABSENT: Council Members: None

APPROVED:


Susan M. Landry, Mayor

ATTEST:


Andrea Sanders, City Clerk

Attachment: Resolution No. 13123 - Specs Bids for City Facilities Roof Replacement FY24 (24-TT) (Accept the City Facilities Roof Replacement

CONTRACT

**BETWEEN CITY OF CAMPBELL
AND
TBD**

**FOR CONSTRUCTION OF
CITY FACILITIES ROOF REPLACEMENT, PROJECT 24-TT (FY 2024)**

THIS AGREEMENT, made and concluded in duplicate, this TBD, day of _____, 2024 by and between TBD hereinafter referred to as "CONTRACTOR", and the City of Campbell, a Municipal Corporation, hereinafter referred to as "CITY":

ARTICLE I. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the two (2) bonds, bearing event date with these presents, and hereunto annexed, the CONTRACTOR agrees with the CITY, at his own proper cost and expense, to do all the work and furnish all plant, labor, services, tools, equipment, supplies, transportation, utilities, and materials, except such as are mentioned in the Specifications to be furnished by the CITY, necessary to construct and complete to the satisfaction of the City Engineer, in accordance with this Contract, the Notice Inviting Bids, the accepted Bid Proposal, the Plans, the Special Provisions, the City of Campbell Standard Specifications and Details for Public Works Construction dated July 1994, and by reference therein to the City of San Jose Standard Specifications, the City of San Jose Standard Details, the State Standard Specifications, the State Standard Plans, and the Equipment Rental Rates of the California Department of Transportation and the General Prevailing Wage Rates, each of which documents are on file in the office of the City Clerk and all of which are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon the project plans and specifications entitled, **CITY FACILITIES ROOF REPLACEMENT, PROJECT 24-TT (FY 2024)**, which said project plans, specifications, and referenced specifications are hereby made a part of this Contract.

ARTICLE II. The CITY hereby promises and agrees with the CONTRACTOR to employ, and does hereby employ, the CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions herein set forth; and the CITY and the CONTRACTOR, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The CONTRACTOR agrees to receive and accept the prices indicated in the Contractor's signed proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, and for all risks connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer, and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in this agreement, and the contract documents.

ARTICLE IV. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to his employees.

ARTICLE V. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE VI. The improvement contemplated in the performance of this Contract is an improvement over which the CITY shall exercise general supervision. The CITY shall have the right to assume full and direct control over this Contract whenever the CITY, at its sole discretion, shall determine that its responsibility to the United States or the State of California so requires.

ARTICLE VII. The general prevailing wage rates as heretofore specified, and any minimum wage rates indicated in the Special Provisions are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said Proposal conflicting herewith.

ARTICLE VIII. Contractor shall be responsible for complying with the provisions of California Labor Code Section 1771.1(a) which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

ARTICLE IX. Contractor and any subcontractors under the Constructor shall comply with Section 1775 of the California Labor Code regarding prevailing wages.

ARTICLE X. Contractor shall be responsible for complying with the provisions of Section 1776 of the California Labor Code concerning payroll records, as more specifically described in Section 7-1.01A(3) of the City of San Jose Standard Specifications.

ARTICLE XI. Contractor shall be responsible for complying with the provisions of California Labor Code Sections 1777.5 through 1777.7, inclusive, concerning apprentices, as more specifically described in Section 7-1.01A(5) of the City of San Jose Standard Specifications.

ARTICLE XII. Contractor shall be responsible for complying with the provisions of California Labor Code Sections 1810 through 1815, inclusive, concerning working hours, as more specifically described in Section 7-1.01A(1) of the City of San Jose Standard Specifications.

ARTICLE XIII. Contractor's attention is directed to Section 7-1.01E of the City of San Jose Standard Specifications, regarding trench excavation.

ARTICLE XIV. In accordance with Section 8-1.07 of the City of San Jose Standard Specifications, the sum of Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00) will be assessed as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed. Liquidated damages for non-compliance

with the requirements in Section 8 "Prosecution & Progress", and under Section 10-2 "Traffic Control and Public Safety".

The City further agrees that the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or the owner of the utility to move or relocate such utility facilities as set forth in California Government Code Section 4215.

ARTICLE XV. Contractor shall be responsible for complying with the provisions of California Public Contracts Code Section 7104 regarding trenching and excavations that extend deeper than four (4) feet below the surface. No change order issued pursuant to California Public Contracts Code Section 7104 shall provide for any increase in compensation that would exceed the recovery allowed pursuant to Section 7 of the Special Provisions.

ARTICLE XVI. The City of Campbell shall notify Contractor of the receipt of any third-party claim relating to this contract within 30 days of receipt. The City of Campbell may recover its reasonable costs incurred in providing such notification, pursuant to subdivision (c) of Public Contract Code Section 9201. Notwithstanding this notification provision, the City of Campbell reserves its full authority to compromise or otherwise settle any claim relating to this contract at any time.

IN WITNESS WHEREOF, the parties of these present have hereunto set their hands the year and date first above written and having fully read and understood the terms and conditions of this contract, acknowledge their agreement to be bound thereby.

CONTRACTOR

By: _____

Title: _____

(Attach Contractor's Notary Acknowledgment)

CITY OF CAMPBELL

By: _____

Title: _____

ATTEST:

Andrea Sanders, City Clerk

Recording Requested by
and when recorded, mail to:

City of Campbell
City Clerk's Office
70 North First Street, City Hall – Upper Level
Campbell, CA 95008
(408) 866-2150



CITY OF CAMPBELL
NOTICE OF COMPLETION AND ACCEPTANCE
OF PUBLIC WORKS CONTRACT
(C.C.C. 3093)

This document is for the benefit of the **City of Campbell**. Request for the Recordation without fee is made in accordance with Section 6103 of the Government Code of the State of California.

Contractor's Name: I&A Contractor Inc.	Contract Date: 7/10/2024
Surety: Woodruff-Sawyer & Co	Final Contract Amount: \$313,110
Job Title: City Facilities Roof Replacement Project – FY 2024 (CIP No. 24-TT)	
Location: Campbell Community Center Buildings C & L and Sunnoaks Fire Station	
Scope of Work: Removed and replaced existing roofing material and installed a new Hot Applied 2-Ply Asphalt Roof at both locations.	
Owner: City of Campbell, City Hall, 70 North Street, Campbell, CA 95008	

This work was accepted by me on XX/XX/2025, on behalf of the City of Campbell. I certify under penalty of perjury that the foregoing is true and correct. (C.C.P. 2015.5)

Executed on xx/xx/2025,
at Campbell, California

Ron Taormina, Public Works Superintendent
Department of Public Works
City of Campbell

Attachment: Notice of Completion (24-TT) - Sample (Accept the City Facilities Roof Replacement Project 24-TT and File the NOC)



*City
Council
Report*

Item: 8
Category: CONSENT CALENDAR
Meeting Date: February 18, 2025

TITLE: Resolution Commending Chad Carveiro for 34 Years of Service to the City of Campbell

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution commending Chad Carveiro for his 34 years of outstanding service to the City of Campbell.

DISCUSSION

Chad Carveiro began his career with the City of Campbell on July 7, 1990, as a temporary Street Maintenance Worker in the Public Works Department's Street Maintenance section. Over the years, he steadily advanced through the ranks, promoting to Maintenance Worker I in 1994, Maintenance Worker II in 2003, and Maintenance Lead Worker in 2014.

Throughout his 34-year career, Chad made significant contributions to multiple areas within the Public Works Maintenance Division, with a particular focus on his role as a Maintenance Worker in the Streets and Parks sections. His extensive expertise was vital in advancing infrastructure improvements throughout the Campbell community, and his understanding of these operations made him a valuable resource to colleagues. Notably, Chad was instrumental in establishing the City's in-house sign fabrication shop, leveraging his specialized knowledge to support its development and successful implementation.

As a highly respected member of the Public Works Department's Maintenance Division, Chad served as a mentor and dependable source of support for his team, both in the office and out in the field. His professionalism was evident in the precision and quality of his work, consistently ensuring that projects performed in the public right-of-way were completed safely, efficiently, and in compliance with City standards. His dedication to preserving and improving the City's infrastructure has not only enhanced the quality of life for Campbell residents but also strengthened the organization's ability to tackle future challenges effectively.

On December 31, 2024, Chad retired after an exceptional 34-year career with the City of Campbell's Public Works Department – Maintenance Division. In recognition of his contributions, staff recommends that the City Council adopt a resolution commending

Chad for his outstanding service and the lasting impact of his work on the Campbell community.

Prepared by:



Carina Shattuck, Administrative Analyst I

Reviewed by:



Todd Capurso, Director of Public Works

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL COMMENDING CHAD CARVEIRO FOR HIS 34 YEARS OF SERVICE TO THE CITY OF CAMPBELL.

WHEREAS, Chad Carveiro began his career with the City of Campbell on July 7, 1990, as a temporary Street Maintenance Worker in the Public Works Department’s Street Maintenance section; and

WHEREAS, throughout his 34-year career, Chad made significant contributions to multiple areas within the Public Works Maintenance Division, and as a Maintenance Worker in the Streets and Parks sections, has applied his expansive expertise to advancing infrastructure improvements throughout the Campbell community; and

WHEREAS, Chad’s understanding of different operations within the Division made him a valuable resource to colleagues, while his dedication to preserving and improving the City’s infrastructure has not only enhanced the quality of life for Campbell residents but also strengthened the organization’s ability to tackle future challenges effectively; and

WHEREAS, On December 31, 2024, Chad retired after an exceptional 34-year career with the City of Campbell’s Public Works Department – Maintenance Division; and

WHEREAS, in recognition of his contributions, staff recommends that the City Council adopt a resolution commending Chad for his years of outstanding service to the City of Campbell and the lasting impact of his work on the Campbell community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell hereby commends Chad Carveiro for his 34 years of service to the City of Campbell.

PASSED AND ADOPTED this 18th day of February, 2025, by the following roll call vote:

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

APPROVED:

Sergio Lopez, Mayor

ATTEST:

Andrea Sanders, City Clerk

Attachment: Resolution (Resolution Commending Chad Carveiro for 34 Years of Service)



*City
Council
Report*

Item: 9
 Category: PUBLIC HEARINGS AND
 INTRODUCTION OF
 ORDINANCES
 Meeting Date: February 18, 2025

TITLE: Public Hearing to Consider an Interim Ordinance Related to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to Implement Recent Feedback and Direction from the California Department of Housing and Community Development (HCD) and Recent Legislative Updates (SB 1211 & AB 2533). (Ordinances / Roll Call Vote)

RECOMMENDED ACTION

It is recommended that the City Council adopt an Interim Ordinance to implement recent feedback and direction from the California Department of Housing and Community Development (HCD) and recent legislative updates (SB 1211 & AB 2533).

ENVIRONMENTAL DETERMINATION

This action is Statutorily Exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21080.17, which exempts the adoption of a local ordinance to implement the provisions of Section 65852.1 or Sections 66310 through 66324 of the Government Code relating to the accessory dwelling units.

PURPOSE

The purpose of this interim ordinance is to both address the Department of Housing and Community Development's (HCD) finding the City's prior ADU ordinance was not consistent with State law and to adopt new ADU provisions to respond to recently enacted State legislation (SB 1211 & AB 2533) concerning ADUs.

BACKGROUND

In recent years, California has enacted several laws that limit local authority over the regulation of accessory dwelling units (ADUs). The California Department of Housing and Community Development (HCD) enforces these laws and may issue guidelines to ensure statewide consistency in ADU standards.

- On June 30, 2023, the City received a formal notification from the HCD, stating that the City's ADU ordinance did not comply with State law.
- In response, the City adopted an interim ADU ordinance on November 7, 2023 (which expired on December 31, 2024).

- On August 7, 2024, HCD provided informal, high-level feedback on the interim ordinance to assist City staff in drafting a permanent ordinance to replace the interim ordinance.
- On September 19 and 28, 2024, two bills, SB 1211 and AB 2533 were signed into law. These bills modified State ADU laws by increasing the number of ADUs allowed in multi-family dwellings to eight and extending amnesty for unpermitted ADUs respectively.

As a result, of these events, City staff prepared a new ADU ordinance to incorporate these changes to ensure compliance with the updated State laws as well as feedback from HCD. The Planning Commission conducted a public hearing on October 22, 2024, and unanimously recommended approval of the new ADU ordinance consistent with HCD feedback and State law. However, just days before the scheduled City Council meeting to consider adoption of the ADU Ordinance on November 13, 2024, the City received a technical assistance letter from HCD identifying a discrepancy between the City's implementation of State law and HCD's interpretation. Subsequently, on December 17, 2024, HCD released the latest edition of the ADU Handbook (ADU Handbook January 2025) which included the updated interpretations of State law and the recent legislative changes.

Due to the expiration of the previous interim ordinance, staff has incorporated these updates to be reintroduced as a new interim ordinance to take immediate effect.

APPROACH

Historically, the City's ADU ordinances have been self-contained within the Municipal Code, incorporating state law and local modifications such that homeowners, architects, and staff need not reference State government code to understand the standards. However, in light of the repeated updates to State ADU laws and frequent reinterpretations by HCD staff, staff is recommending that the city use a different approach to the drafting of the ADU ordinance.

Specifically, the draft ordinance directly implements sections of the State Government Code by reference and provides section-specific modifications to the standards where the City has discretion to do so, as described below. This approach is akin to how cities adopt the California Building Code every three years.

Staff believes this approach is more suitable to the current regulatory environment where both HCD interpretations and state legislative updates are constantly changing the applicable ADU standards, avoiding the need for the City to consistently update its Municipal Code.

In order to provide guidance to the Campbell community and applicants on the ADU standards, staff will prepare a "bulletin" that will summarize the State ADU requirements

along with local amendments. Under this approach, Campbell can more quickly update its ADU materials resulting from any new HCD interpretations or state legislation. In addition, staff anticipates a higher likelihood that HCD will approval the ordinance, leaving less room for comment.

LOCAL AMENDMENTS

- The following local amendments to State Law are described in the ordinance, and will be applied as permitted by law. The majority of these standards are carryovers from the previous interim ADU Ordinance that expired on December 31, 2024, enacted to ensure that new ADUs remain compatible with the neighborhood. They align with Campbell's single-family residential standards, with updated references to the current development and design standards under the interim SB-450 ordinance.
 - **Development Standards.** For ADUs over 800 square feet, the ordinance aligns their development standards with those of the primary dwelling, including:
 - **Maximum Height:** The height of attached and interior conversion ADUs will be limited to that of the primary dwelling unit.
 - **Front Setback:** ADUs must adhere to the front setback requirements applicable to the primary dwelling unit.
 - **Lot Coverage and Floor Area:** These will be capped at the same limits established for the primary dwelling unit.
 - **Exceptions:** For ADUs 800 square feet and under, the ordinance would automatically waives floor area ratio (FAR), lot coverage, and minimum open space requirements, as required by State law. The front yard setback would also be waived, as required by State law, only when an application has demonstrated that the ADU cannot be placed elsewhere on the property.
 - **Objective Design Standards.** Attached and interior ADUs exceeding 800 square feet must comply with the same objective design standards as the primary dwelling, including those standards included in the current interim SB-450 ordinance.
 - **Parking Requirements.** As allowed under the previous interim ADU ordinance, the city will continue to waive all parking requirements for ADUs, including the replacement of parking spaces removed in association with creation of an ADU, to support ADU production.
 - **Multi-family Detached ADUs.** In accordance with SB-1211, lots with existing multi-family dwellings are allowed up to two detached ADUs, while lots with proposed multi-family dwellings may have up to eight detached ADUs. Additionally, aligning with the City's application for a "pro-housing" designation¹, the draft ordinance permits up to eight ADUs in association with either existing or proposed multi-family dwellings.

¹ The City's recent application for a Prohousing Designation (<https://www.campbellca.gov/1486/Prohousing-Designation>) from the California Department of Housing and Community Development (HCD) mentioned the City would consider allowing up to 8-units (regardless of whether the units were existing or proposed) when updating its ADU Ordinance

FISCAL IMPACT

There are no direct fiscal impacts associated with the City Council’s adoption of this interim ordinance.

NEXT STEPS

The interim ordinance must be extended by the Council at the meeting on March 4, 2025, before its 45-day expiration. Following the extension, the ordinance will be submitted to HCD for review, as required by Government Code section 65852.2, subdivision (h), within 60 days of its adoption. Pending HCD approval, this ordinance will be formally incorporated into a comprehensive Zoning Code Update scheduled to be brought to the Planning Commission and Council in late spring / early summer of this year. Meanwhile, as noted, the City will develop an informational bulletin to facilitate the creation of ADUs, providing necessary guidance and support, which will be published shortly.

ALTERNATIVES

As the prior interim ordinance expired on December 31, 2024, the City is currently unable to enforce its local ADU provisions, creating a gap in the application of consistent ADU standards. As such, it is imperative that an interim ordinance be adopted so that the City can continue to review and permit ADUs in a timely manner. If the Council wishes to make specific revisions, staff recommends that those revisions be deferred until formal adoption.

Larissa Lomen

Prepared by:

Larissa Lomen, Assistant Planner

Reviewed by:



Rob Eastwood, Community
Development Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. ADU Interim Ordinance

Ordinance No. _____

**BEING AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CAMPBELL ADOPTING URGENCY REVISIONS TO CAMPBELL ZONING CODE
RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING
UNITS TO CONFORM WITH RECENT STATE LEGISLATION AND DIRECTIVES FROM
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.
FILE NO.: PLN-2024-144**

WHEREAS, on June 30, 2023, the City of Campbell received a letter from the California Department of Housing and Community Development (HCD) providing written findings pursuant to Government Code Section 66326 identifying certain section(s), subsection(s), sentence(s), clause(s), and/or phrase(s) of the City's accessory dwelling unit ordinance that do not comply with State law;

WHEREAS, on July 27, 2023, the Community Development Director transmitted a letter in response to HCD's written findings, within the 30-day period provided by the statute, acknowledging a need to amend the City's accessory dwelling unit ordinance, and requesting additional clarification and information;

WHEREAS, HCD's written findings determined that the City's local accessory dwelling unit ordinance is no longer consistent with Government Code Sections 66314 and 66333;

WHEREAS, following the City's July 27, 2023, letter, no further response was received from HCD, and as a result, the City adopted an interim ordinance (No. 2299) on November 7, 2023, to address HCD's initial feedback, which was extended through Ordinance No. 2300 to remain effective until December 31, 2024;

WHEREAS, in Summer 2024, staff contacted HCD to notify the agency of the City's intent to adopt a permanent ordinance to replace the interim ordinance, and on August 7, 2024, HCD provided informal feedback to staff, identifying additional clarifications needed to ensure consistency with State law;

WHEREAS, in September 2024, the California Legislature enacted SB 1211 and AB 2533, signed into law by the Governor on September 19 and 28, 2024, respectively, which made significant changes to State law regarding ADUs, including the number of ADUs allowed for multi-family dwellings and the extension of the amnesty period for unpermitted ADUs;

WHEREAS, on December 17, 2024, HCD published the January 2025 edition of its "Accessory Dwelling Handbook", which formalized prior HCD interpretations of State ADU law;

WHEREAS, the City Council has determined that it is necessary to adopt an interim ordinance to maintain consistency with State ADU law, as interpreted by HCD;

WHEREAS, the legislature of the State of California has, in Article XI, Section 7 of the California Constitution and Government Code Section 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry;

Attachment: ADU Interim Ordinance (ADU Interim Ordinance)

WHEREAS, pursuant to Section 65858 of the 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, the approval of accessory dwelling units and junior accessory dwelling units based solely on the few default statutory standards of the California Government Code, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, negatively impact property values, personal privacy, fire safety, and create confusion that would hinder the creation of accessory dwelling units and junior accessory dwelling units within the community;

WHEREAS, the proposed amendments are consistent with the goals, policies, and actions of the 2040 General Plan, as well as all applicable development agreements, area plans, neighborhood plans, and specific plans;

WHEREAS, no substantial evidence has been presented demonstrating that the project, as currently presented, will have a significant adverse impact on the environment;

WHEREAS, the adoption of this interim ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code Section 21080.17;

WHEREAS, the City Council finds and determines that the proposed ordinance would not be detrimental to the public interest, health, safety, convenience, or general welfare of the city; and is internally consistent with other applicable provisions of the Campbell Municipal Code; and

WHEREAS, in consideration of the recommended adoption of the interim ordinance, the City Council provided due consideration of all evidence presented and included in the entire administrative record.

WHEREAS, the proposed revisions are necessary to maintain the status quo pending the investigation and adoption of a permanent ordinance by conforming the City's regulations to the requirements of State Law, while preserving such local regulations are appropriate, lawful and currently in force.

WHEREAS, in consideration of the foregoing findings, the City Council further finds that there is a current and immediate threat to the public health, safety, or welfare, justify adoption of this interim ordinance on an urgency basis to be effective immediately upon adoption by a four-fifths vote of the City Council.

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

SECTION 1 (PURPOSE AND APPLICABILITY): This Ordinance implements and enforces the mandatory provisions of the California Government Code related to the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs). It also adopts, where permissible, local standards and restrictions. This ordinance applies to the creation of all ADUs and JADUs within the jurisdiction of the City of Campbell.

SECTION 2 (STATE ADU LAW ADOPTED): It is the intent of the City Council to hereby implement and enforce all mandatory provisions of Articles 1, 2, and 3 (commencing with Section 66310) of Chapter 13 (Accessory Dwelling Units) of Title 7 (Planning and Land Use) of the California Government Code, hereinafter referred to as the “State ADU Law.” In implementing and enforcing the State ADU Law, the City affirmatively accepts all provisions that use mandatory language such as “shall” or “must,” which require specific actions or outcomes. However, where the State ADU Law uses discretionary language such as “may,” those provisions are not implemented and will not be enforced excepted as explicitly stated in this interim ordinance.

SECTION 3 (DEFINITIONS): The terms defined in California Government Code Section 66313 and those terms described in the latest edition of the *Accessory Dwelling Unit Handbook*, published by the California Department of Housing and Community Development, shall take precedence over conflicting definitions in Chapter 21.72 (Definitions) or Section 4 of Interim Ordinance No. 2321.

SECTION 4 (GENERAL STANDARDS): The following clarifications of, and additional requirements adopted pursuant to, the subdivisions of California Government Code cited below, pertaining generally to the creation of accessory dwelling units, are hereby adopted:

- A. Section 66314, subd. (a). Accessory dwelling units may be permitted on properties located within residential or mixed-use zoning district as specified by Chapter 21.08 (Residential zoning districts) and Chapter 21.11 (Mixed-used districts), respectively, or in the P-D (Planned Development) Zoning District on a parcel with a General Plan land use designation that directly corresponds to a residential zoning or mixed-use district as specified by Section 21.04.020, Table 2-1.
- B. Section 66314, subd. (b)(1). The objective development standards applicable to the base zoning district, including those adopted by Interim Ordinance No. 2321, shall apply to accessory dwelling units, except as provided below.
 - 1. The maximum allowable height for detached accessory dwelling units shall be twenty (20) feet.
 - 2. Detached accessory dwelling units shall be separated from single-family dwelling or multifamily dwellings by the same distance that main structures must be separated from other main structures located on the same lot.
 - 3. Accessory dwelling units shall be separated from accessory structures by the same distance that main structures must be separated from accessory structures located on the same lot as specified by Section 21.36.020 (Accessory Structures).
- C. Section 66314, subd. (b)(1). The objective design standards adopted in Section 10 of Interim Ordinance No. 2321 shall apply to accessory dwelling units in all zoning districts but are limited to attached and converted accessory dwelling units.
- D. Section 66314, subs. (b)(1), (b)(2). No parking standards for an accessory dwelling unit shall be imposed, including replacement of parking spaces that are removed or demolished in conjunction with the construction or creation of an accessory dwelling

unit. However, parking spaces that are voluntarily provided shall comply with dimensional, design, and access standards of the base zoning district and Chapter 21.28 (Parking and Loading).

- E. Section 66316. The approval process for an accessory dwelling unit created in accordance with California Government Code Section 66314 shall be a ministerial building permit application in compliance with Title 18 (Building Code), subject to the review periods prescribed in California Government Code Section 66317.
- F. Section 66321, subds. (a), (b). The following maximum floor area standards for accessory dwelling units shall apply:
 - 1. Detached accessory dwelling units shall not exceed a total floor area of one thousand two hundred (1,200) square feet, in accordance with California Government Code Section 66314(d)(5).
 - 2. Attached accessory dwelling units shall not exceed fifty percent (50 percent) of the floor area of the existing primary dwelling, in accordance with California Government Code Section 66314(d)(4). However, notwithstanding this maximum, a minimum living area of one thousand (1,000) square feet shall be permitted for units.
- G. Section 66321, subd. (b)(3). None of the following standards shall apply to an accessory dwelling unit no larger than eight hundred (800) square feet with four-foot side and rear yard setbacks: (1) maximum lot coverage, (2) maximum floor area ratio, (3) minimum required private open space; and (4) minimum building separation distance(s).
- H. Section 66321, subd. (b)(3). An accessory dwelling unit no larger than eight hundred (800) square feet with four-foot side and rear yard setbacks may be located partially or wholly within the front yard setback if the Community Development Director determines that no alternative location on the property can physically accommodate the proposed accessory dwelling unit. For the purposes of this provision, the term "physically accommodate" means that there is no alternative unimproved area on the property with dimensions and physical area equal to or larger than the proposed accessory dwelling unit, as designed, accounting for the waiver of the standards identified in subsection G, above.
- I. Section 66323, subd. (b). The tree preservation requirements of Chapter 21.32 (Tree Protection Regulations) shall not apply when the critical root zone of a protected tree is located within the building footprint of an accessory dwelling unit created pursuant to Government Code Section 66323.

SECTION 5 (MULTI-FAMILY RESIDENTIAL): The following clarifications of, and additional requirements adopted pursuant to the subdivisions of California Government Code cited below, pertaining to the creation of accessory dwelling units on lots including proposed or existing multifamily dwellings, are hereby adopted.

- A. Section 66323, subd. (a)(3). Carports, garages, and other accessory structures that are detached from an existing multifamily dwelling structure(s) are not considered to

be "within" the existing multifamily dwelling structure(s) and therefore may not be converted to accessory dwelling unit(s), except as provided for in California Government Code Section 66323(a)(4).

- B. Section 66323, subd. (a)(4)(A)(iii). On a lot with a proposed multifamily dwelling, up to eight detached accessory dwelling units may be created, provided that the total does not exceed the proposed number of primary dwelling units.

SECTION 6 (ADU DEVELOPMENT POLICY): Pursuant to, and in furtherance of Government Code Sections 66310, the City of Campbell adopts the following development policy as an innovative strategy to encourage the creation of accessory development units in new housing development projects.

- A. A single-family residential subdivision (inclusive of detached single-family homes and/or townhomes) resulting in five or more parcels, exclusive of commonly-held parcels, subject to Chapter 21.07 (Housing development regulations) or Chapter 21.39 (Ministerial Approval), shall be subject to the following requirements:

1. Requirement. Twenty percent (20%) of the parcels shall be developed with a primary dwelling unit that is designed to allow for future creation of an converted accessory dwelling unit. This shall be accomplished through a floor plan configuration that allows for segmentation of an accessory dwelling unit from the existing living area and pre-installation of electrical, domestic water, and sanitation utilities necessary to accommodate a future bathroom and kitchen to serve an accessory dwelling unit.
2. Alternative. In-lieu of the aforementioned requirement, twenty percent (20%) of the parcels may be developed with an accessory dwelling unit, to be constructed concurrently with the primary dwelling units.
3. Implementation. Conditions to carry out the requirement of this section shall be imposed on approval of the tentative map if a land use permit(s) for the creation primary dwelling units is not required. If a land use permit(s) for the creation of primary dwelling units is required in association with a tentative map, the application shall demonstrate compliance as a requirement of the application being accepted as complete pursuant to Section 21.38.040 (Initial application review).

- B. If the requirement of subsection A.1 (Requirement) is determined not to be an "objective standard" as defined by the California Government Code and therefore unenforceable, the alternative identified by subsection A.2 (Alternative), requiring the creation of the accessory dwelling units, shall instead become the requirement applied to the project subject to this section.

SECTION 7 (INFORMATIONAL BULLETINS): The Community Development Director may, consistent with the expressed standards, purposes, and intent of State ADU law and this interim ordinance, issue a written informational bulletin(s) to clarify the standards and procedures for the creation of accessory dwellings units. An informational bulletin may also include interpretations of this interim ordinance in accordance with Chapter 21.02 (Interpretations Provisions).

SECTION 8 (SEVERABILITY): If at any time the California Department of Housing and Community Development submits to the City written findings pursuant to Government Code 666326 (a) identifying certain section(s), subsection(s), sentence(s), clause(s), and/or phrase(s) of this interim ordinance do not comply with State law, then those specific section(s), subsection(s), sentence(s), clause(s), and/or phrase(s) shall no longer be in effect, such that this Chapter shall maintain its consistency with State ADU Law and not subject to nullification as provided for California Government Code Section 66316. The City Council hereby declares that it would have passed adopted this Chapter and each and every section, subsection, sentence, clause, or phrase not declared to be not in compliance with the California Government Code without regard to whether any portion of this interim ordinance would be subsequently declared non-complaint.

SECTION 9 (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 building permit application for an accessory dwelling unit 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.

SECTION 10 (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 11 (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: ADU Interim Ordinance (ADU Interim Ordinance)



*City
Council
Report*

Item: 10
Category: PUBLIC HEARINGS AND
 INTRODUCTION OF
 ORDINANCES
Meeting Date: February 18, 2025

TITLE: Public Hearing to Consider Adoption of an Ordinance to Extend Interim Ordinance No. 2321 Which Established Urgency Measures to Implement 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. (Ordinance/Roll Call Vote)

RECOMMENDED ACTION

It is recommended that the City Council adopt an ordinance to extend Interim Ordinance No. 2321, which established urgency measures to implement Senate Bill No. 450 (2024).

ENVIRONMENTAL DETERMINATION

Staff recommends that the City Council accept the determination that the adoption of this ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Government Code Sections 65852.21(j) and 66411.7(n).

BACKGROUND

Senate Bill (SB) No. 450, signed into law by Governor Newsom on September 19, 2024, introduced significant changes to how cities may regulate single-family residential properties. Most notably, the law prohibits cities from adopting special zoning, subdivision, or design standards for Senate Bill 9 (“SB 9”) projects utilizing its provisions unless those standards already apply to the underlying single-family zoning district.

To facilitate the orderly implementation of SB 450, the City Council adopted an interim ordinance (No. 2321) on an urgency basis at its January 13, 2025, meeting (reference Attachments **B** and **C** – **Staff Report** and **Adopted Ordinance**). This ordinance removed special requirements and procedures and incorporated uniform, objective zoning, subdivision, and design standards for the single-family residential zoning district. As a result, the ordinance also established a maximum allowable side and rear setback of four feet—as specified by the law—for all single-family-zoned properties.

Pursuant to California Government Code Section 65858, the interim ordinance is in effect for 45 days, expiring on February 27, 2025. Following initial adoption, the Government Code allows a city to extend an interim ordinance for a period of up to 10

months and 15 days after a duly noticed public hearing. The additional time is intended to allow for the preparation of a permanent ordinance and/or the adoption of policies to address the land use matters that prompted the interim ordinance.

DISCUSSION

The draft ordinance would extend Ordinance No. 2321 for 10 months and 15 days or until it is superseded by a permanent ordinance, whichever occurs first. The provisions of this ordinance will be incorporated into the pending miscellaneous Municipal Code update, which is anticipated for Council consideration in the spring.

PUBLIC NOTICE

At the January 23rd meeting the Council requested that staff conduct additional public outreach to notify the Campbell community and stakeholders of the revised standards and to provide notice of this meeting. To this end, a special email campaign was sent to over 5,000 recipients that briefly summarized the changes required by State law and to advertise the meeting. A notice of this public hearing was published in the Metro Silicon Valley newspaper and posted on the City's public notices page

A resident submitted an email expressing concerns about the fire safety implications of the reduced four-foot setback (reference **Attachment D**). In response, staff notes that structures built with a four-foot setback must comply with the California Building Code, which mandates the use of fire-resistant construction materials and design features, as well as limitations on the size and number of window openings to mitigate fire spread between closely situated buildings. Additionally, Accessory Dwelling Units (ADUs) are commonly built with four-foot side and rear yard setbacks, as permitted under current state law. Furthermore, the City of Campbell is not located within a designated fire hazard severity zone, reducing the overall wildfire risk in the community.

FISCAL IMPACT

There is no fiscal impact associated with this action.

Prepared by:

Daniel Fama, Senior Planner

Reviewed by:



Rob Eastwood, Community
Development Director

Approved by:



Brian Loventhal, City Manager

Attachment:

- a. Draft Ordinance
- b. Staff Report, dated 2025-01-23
- c. City Council Ordinance 2321
- d. Email

ORDINANCE NO. _____

**BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL
EXTENDING URGENCY MEASURES TO IMPLEMENT SENATE BILL NO. 450 (2024) 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.

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, the City is undertaking a study to update its current zoning code provisions to conform to the changes in the State law, which shall be completed within a reasonable time, not to exceed 10 months and fifteen days from the adoption of this ordinance, or until it is superseded by adoption of superseding ordinance, whichever comes first.

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, 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, 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.

WHEREAS, on January 13, 2025, the City Council adopted an interim ordinance to implement Senate Bill No. 4 (Ordinance No. 2321).

WHEREAS, pursuant to Section 65858 of the Government Code, the City Council may extend the previously adopted interim ordinance for 10 months and 15 days after public notification and following a public hearing.

WHEREAS, the City Council finds and determines that the extending Interim Ordinance No. 2321 would not be detrimental to the public interest, health, safety, convenience, or general welfare of the city; and is internally consistent with other applicable provisions of the Campbell Municipal Code.

WHEREAS, it is not the intent of this Ordinance to deny or delay the approval of housing development projects that are in compliance with Senate Bill No. 450 (2024).

WHEREAS, considering 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 adherence to existing standards, requirements, and permitting procedures in conflict with this ordinance would result in that threat to public health, safety, or welfare.

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

SECTION 1 (SEVERABILITY): If any section, subsection, sentence, clause, or phrase of this 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 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 2 (CEQA): Adoption of this interim ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 65852.21(k), as it pertains to the implementation of Senate Bill No. 450.

SECTION 3 (STATE LAW). Any provision of this Ordinance which is inconsistent with Senate Bill No. 450 (2024) shall be interpreted in a manner as to achieve compliance with state law. The provisions of this 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 Ordinance for the duration of its effectiveness.

SECTION 4 (REPEAL): If Senate Bill No. 450 is repealed or otherwise rescinded by the California State Legislature or by the People of the State of California, this Ordinance shall cease to be in effect.

SECTION 5 (PUBLICATION): The City Clerk shall cause this interim ordinance 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 6 (EFFECTIVENESS): Interim Ordinance No. 2321 is hereby extended for 10 months and fifteen days, or until it is superseded by adoption of superseding ordinance, whichever comes first.

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: Draft Ordinance (SB-450 Interim Ordinance Extension)



*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

Attachment: Staff Report, dated 2025-01-23 (SB-450 Interim Ordinance Extension)

Ordinance No. 2321

**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.

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.

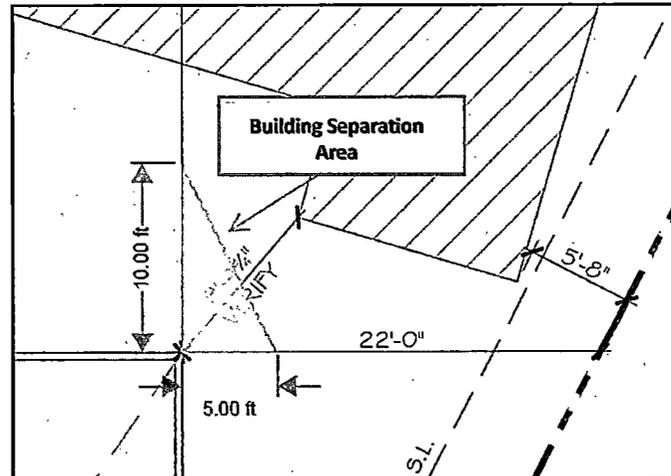
SECTION 4 (DEFINITIONS): The following terms shall have the meanings assigned to them in this interim ordinance and shall supersede or supplant the definitions provided in Chapter 21.72 (Definitions) of the Campbell Municipal Code.

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 ladder 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.

"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

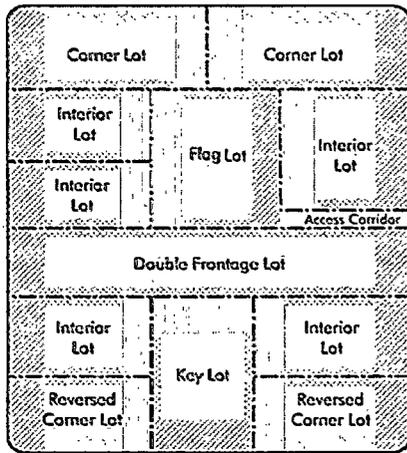


Figure 2-2 – Cul-de-Sac Lots

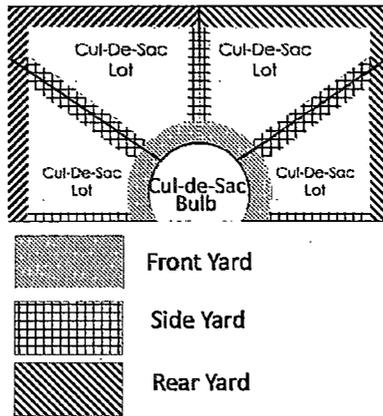
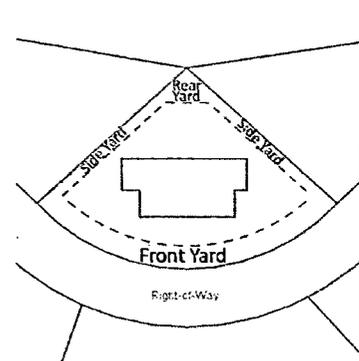


Figure 2-3 – Pie-Shaped Lot



- Front Yard
- Side Yard
- Street-side Yard
- Rear Yard

"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.

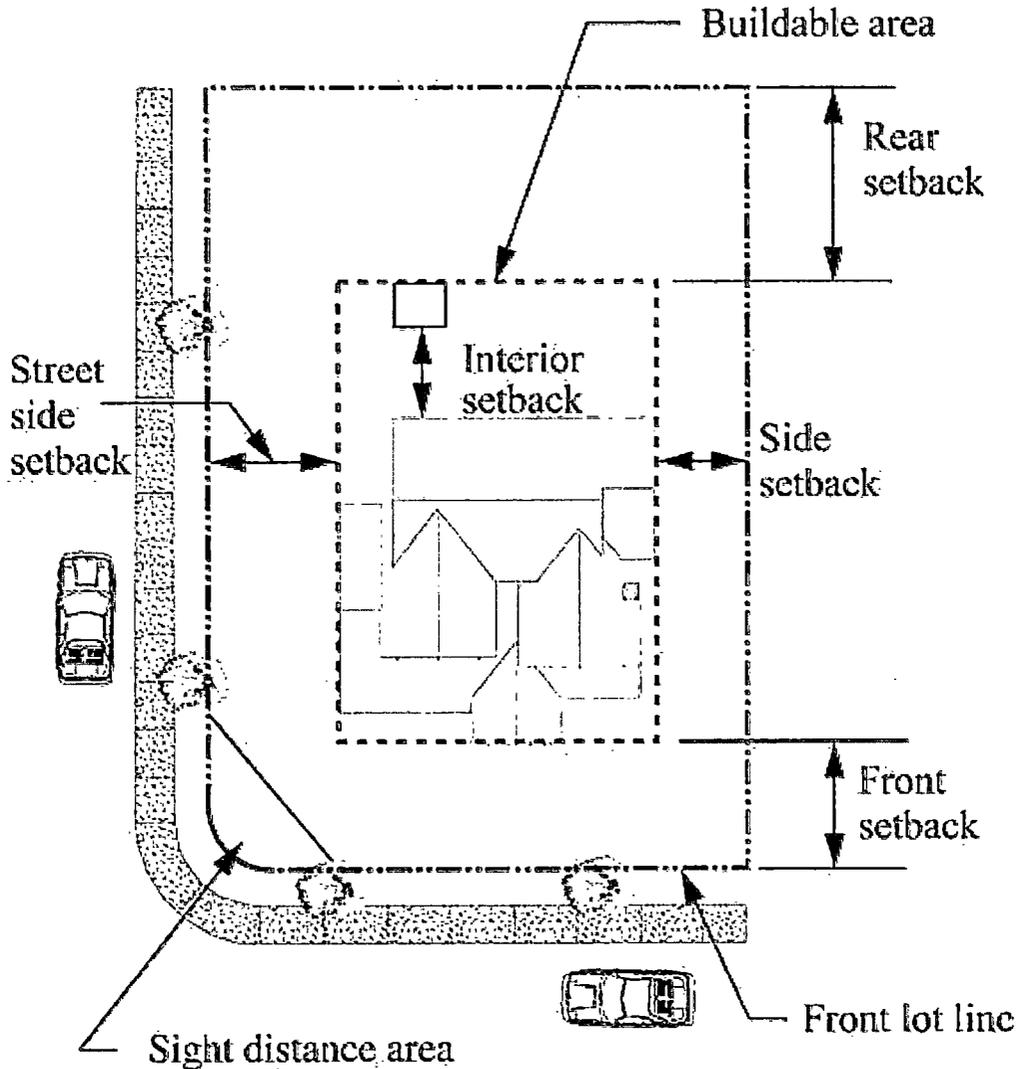
"Open space, usable" means an area with minimum length and width dimensions of 10-feet, excluding the required front setback between the structure and the street property line, and any required landscaping area. The open space area may be occupied by recreation facilities (e.g., deck, patio, playground 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: City Council Ordinance 2321 (SB-450 Interim Ordinance Extension)

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: City Council Ordinance 2321 (SB-450 Interim Ordinance Extension)

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.

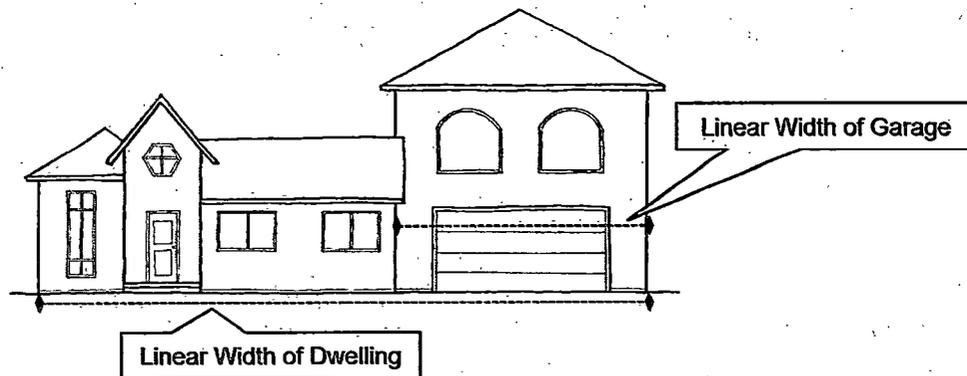
SECTION 9 (REQUIRED PARKING). The parking requirement contained in Table 3-1 (Parking Requirements by Land Use) Section 21.28.040, Table 3-1 (Parking Requirements by Land Use) is hereby amended to read as follows with strikethroughs (~~strikethroughs~~) indicating deleted text and underlining (underlining)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

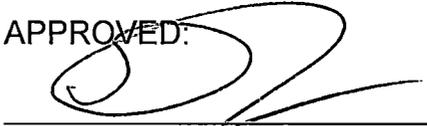
SECTION 18 (APPLICATIONS IN PROGRESS): Notwithstanding Section 21.01.050.E (Effect of Zoning Code Changes on Projects in Progress), this interim ordinance shall not apply to any land use permit application that was filed with the Community Development Department and for which all required fees were paid 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.

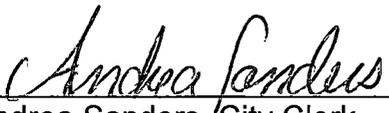
SECTION 20 (EFFECTIVENESS): This interim ordinance shall become effective immediately upon adoption for a period of 45 days, unless extended by the City Council.

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

AYES: Councilmembers: Bybee, Hines, Scozzola, Furtado, Lopez
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED: 
Sergio Lopez, Mayor

ATTEST:


Andrea Sanders, City Clerk

Attachment: City Council Ordinance 2321 (SB-450 Interim Ordinance Extension)

Daniel Fama

From: David Snyder [REDACTED] >
Sent: Wednesday, January 29, 2025 9:39 PM
To: planningdnr@campbellca.gov
Cc: City Managers Office; Clerks Office; Planning Division
Subject: Fw: Upcoming Changes to Housing Regulations in Campbell

You don't often get email from dsnyder2000@yahoo.com. [Learn why this is important](#)

WARNING: This email originated from an external sender! Please do not open attachments or click on links unless you are certain it is legitimate.

I would like to comment on the proposed action "...extending the interim ordinance..." related to Senate Bills 450 ("SB-450") and 1211 ("SB-1211"). (See email below) However, I will not be able to attend the February 18th City Council meeting.

In light of what was seen recently in the fires in Los Angeles, the issue of the distance between structures needs to be considered. Notwithstanding the state law with which compliance is required, I ask that the City of Campbell explore whether there are any ways to delay, and perhaps block, the requirement to allow buildings to be closer to the property line. Fire can spread from one structure to another nearby structure and reducing the distance between structures can only increase the risk of fire spreading.

One may think "how much difference can one or two feet make?" with respect to fire safety. This is a question that should be considered by the appropriate Santa Clara County fire safety experts and not left to speculation.

I am a California-registered Professional Engineer (Civil) and have worked in industry as a Environmental, Health, and Safety Regulations Coordinator. I am also a member of the City of Campbell Community Emergency Response Team (CERT).

Respectfully submitted,

David M. Snyder, P.E.
[REDACTED]
[REDACTED]
[REDACTED]

----- Forwarded Message -----

From: Campbell Planning <planningdnr@campbellca.gov>
To: [REDACTED]
Sent: Wednesday, January 29, 2025 at 12:23:41 PM PST
Subject: Upcoming Changes to Housing Regulations in Campbell

[View this email in your browser](#)

Attachment: Email (SB-450 Interim Ordinance Extension)



*City
Council
Report*

Item: 11
Category: COUNCIL COMMITTEE REPORTS
Meeting Date: February 18, 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 Sanitation District
 West Valley Solid Waste Authority JPA

West Valley Stormwater Authority

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: February 18, 2025

From: Andrea Sanders, City Clerk

Subject: Desk Item 4 – Table 1 – Investment Balance & earnings

Item 4, the Investment Report for the quarter ending December 2024 was missing Table 1, which reflected the Investment Balance and Earnings – Quarter ending 12/31/2024.

<u>Investment Balance and Earnings - Quarter ending 12/31/2024</u>							
<u>Description</u>	<u>Bal. at Beg. of Quarter 10/1/2024</u>	<u>Purchases/ Deposits</u>	<u>Maturities/ Withdrawals</u>	<u>Bal. at End of Quarter 12/31/2024</u>	<u>Interest Earned- Q2 12/31/2024</u>	<u>Interest Earned YTD</u>	<u>% of Interest Earned YTD/Budget</u>
LAIF Regular	23,321,196	13,066,921	(10,900,000)	25,488,117	273,108	640,029	84%
LAIF MEAS O (Series :	463,525	42,454	(402,000)	103,979	4,595	47,049	6%
LAIF MEAS O (Series :	31,822,748	377,382	(4,570,000)	27,630,130	339,662	717,044	94%
BNY- Custodial	20,058,615	146,821	(13,270)	20,192,166	166,963	299,234	39%
BNY Trustee- LRB/TA	1,647,760	30	(1,645,077)	2,713	30	51	0%
	\$ 77,313,844	\$ 13,633,608	\$ (17,530,347)	\$ 73,417,105	\$ 784,358	\$ 1,703,408	223%