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 or Channel 88, 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 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, April 16, 2024 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. **Proclamation Declaring April 26, 2024, as "Arbor Day" in the City of Campbell**
   Recommended Action: That the City Council proclaim April 26, 2024, as "Arbor Day" in the City of Campbell.

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 Executive Session Meeting of April 2, 2024**
   Recommended Action: Approve the executive session meeting minutes of April 2, 2024.

3. **Minutes of City Council Regular Meeting of April 2, 2024**
   Recommended Action: Approve the regular meeting minutes of April 2, 2024.

4. **Approving Bills and Claims**
   Recommended Action: Approve the bills and claims in the amount of $2,572,149.53.

5. **Second Reading of Ordinance 2305 Establish a New Zoning Map Incorporating Three New Housing Overlay/Combining Zoning Districts and Adoption of Related Zoning Code Text Amendments. (Ordinance/Roll Call Vote)**
   Recommended Action: That the City Council take second reading and adopt Ordinance 2305 establishing a new Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code text amendments.

6. **Second Reading of Ordinance 2306 Amendments to Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code Serving to Streamline Permit Processes in Support of Economic Development Objectives. (Ordinance/Roll Call Vote)**
   Recommended Action: That the City Council take second reading and adopt Ordinance 2306 amending Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code.

7. **Update Vehicle Miles Traveled (VMT) Policy for Consistency with the City's 2040 Envision Campbell General Plan and Program EIR (Resolution/Roll Call Vote)**
   Recommended Action: That the City Council adopt a resolution to update the Vehicle Miles Traveled Policy for consistency with the City's 2040 Envision Campbell General Plan and Program Environmental Impact Report.

8. **Resolution Approving the Specifications and Authorizing the Solicitation of Bids and Subsequent Award of Contract for Landscaping Services for the City's Median Islands and Right-Of-Ways (**
   Recommended Action: That the City Council adopt a resolution: 1) approving the specifications and authorizing the solicitation of bids for contractual landscaping

services for the City's median islands and public rights-of-way; 2) approving the subsequent award of a service contract to the lowest, responsive bidder, in an amount not to exceed $86,000, for a period of up to one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Parks Maintenance Operating Budget (207.775.7432) for each fiscal year during that five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

9. **Resolution Approving Specifications and Authorizing the Solicitation of Bids and Subsequent Award of Contract for Fuel Delivery Services (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a resolution: 1) approving the specifications and authorizing the solicitation of bids for fuel delivery services; 2) approving the award of a service contract to the lowest, responsive bidder, in an amount not to exceed $210,000, for a period of up to one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426) for each fiscal year during the proposed five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

10. **Adoption of a Resolution Approving the Purchase of Dell VxRAIL Storage Area Network (SAN) Under Three-Year Purchase Agreement Utilizing the NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003. (Resolution/Roll Call Vote)**
Recommended Action: That City Council adopt a resolution approving a contract for purchase of Dell VxRAIL All Flash P670F Storage Area Network (SAN) under a three-year purchase agreement with Converge Technology Solutions, utilizing the NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003 pursuant to section 3.20.070 of the Campbell Municipal Code and authorizing the City Manager to execute the three-year purchase agreement totaling $335,186.23 and purchase additional annual subscription licenses or modify subscription levels as needed, subject to fund availability.

11. **Commending Captain Dan Livingston for 33 Years of Service to the City of Campbell (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution commending Captain Dan Livingston, upon his retirement, for 33 years of outstanding service with the City of Campbell Police Department.

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.

12. **City Council Consideration of a Request for Authorization to Apply for a General Plan Amendment ("Initiation") to Restore the Land Use Designation of Property Located at 1228 Camden Avenue to General Commercial (Under the Former 2001 General Plan) from Neighborhood Commercial (Under the Current 2040 General Plan) to Allow Reconstruction of an Existing Starbucks Café as a New Drive-Through Starbucks Café. the Application(S) Under Consideration Include a Mandatory Pre-Application. File No. PLN-2024-27 (Resolution/Roll Call)**
Recommended Action: Adoption of a resolution authorizing an application for a General Plan Amendment.

13. **FY 2025 Business License Public Hearing and Introduction of an Ordinance Amending Provisions of the Campbell Municipal Code to Revise the Business License Tax Rates Effective in Fiscal Year 2025 (Ordinance/Roll Call Vote)**
Recommended Action: That the City Council introduce and take first reading of an Ordinance amending provisions of the Campbell Municipal Code to revise the business license tax rates, effective in Fiscal Year (FY) 2025.

14. **Approval of Fiscal Year 2025 Schedule of Fees and Charges (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution approving the Fiscal Year (FY) 2025 Schedule of Fees and Charges, effective July 1, 2024.

NEW BUSINESS

15. **FY 2023 Annual Report of the Citizen's Bond Oversight Committee for Measure O**
Recommended Action: That the City Council receive the FY 2023 Annual Report of the Citizen's Bond Oversight Committee for Measure O.

16. **Approval of Transfer of Unused Sick Leave to CALGOVEBA**
Recommended Action: That the City Council authorize the mandatory transfer of unused sick leave to CALGOVEBA accounts for specified employee groups upon the employee member's separation, as specified, from the City by: (1) adopting resolutions for Unclassified Management and certain Classified Management employees; and (2) adopting a resolution approving a side letter to the Memorandum of Understanding with the Campbell Peace Officers' Association.

17. **Climate Action and Adaptation Plan Workplan**
Recommended Action: That the City Council receive the report regarding an overview of the Climate Action and Adaptation Plan Workplan.

18. **Receive Draft Affordable Housing Nexus Study and Provide Direction on Commercial Linkage Fee Ordinance Development and Inclusionary Housing Ordinance Amendments.**
Recommended Action: Receive draft affordable Housing Nexus Study and provide direction on policy options for a Commercial Linkage Fee Ordinance and revisions to the Inclusionary Housing Ordinance.

UNFINISHED BUSINESS

COUNCIL COMMITTEE REPORTS

19. **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: April 16, 2024

TITLE: Proclamation Declaring April 26, 2024, as "Arbor Day" in the City of Campbell

RECOMMENDED ACTION

That the City Council proclaim April 26, 2024, as “Arbor Day” in the City of Campbell.

BACKGROUND

Arbor Day is a day in which individuals and groups are encouraged to plant and care for trees. On April 10, 1872, journalist and newspaper editor, J. Sterling Morton, established Arbor Day in the state of Nebraska with hopes that it would spread across the country. This first Arbor Day was created as a challenge for the people of Nebraska – who began as pioneers – to continue planting as many trees as possible to recreate the eastern landscape of the trees and forests that they missed. The citizens of Nebraska responded to this challenge by planting more than 1 million trees on the first Arbor Day. During the 1870’s, other states passed legislation to observe Arbor Day – with the tradition taking place in schools nationwide since 1882.

Trees provide vital protection for the earth’s topsoil from erosion and oxygen, including a place for wildlife to build homes and seek refuge. They are also a renewable resource that provides a variety of materials used for buildings, fuel, agriculture, and other industries. Trees also beautify our environment and provide shade on a sunny day, improving our quality of life in more ways than one. National Arbor Day celebrates all these things and encourages generations of Americans to continue enjoying and caring for their natural environment. Trees bring life to California, and that is worth celebrating!

DISCUSSION

Although National Arbor Day is usually observed on the last Friday in April, many states have their own unique Arbor Day designations. The State of California celebrates Arbor Day on March 7th in honor of famed California Horticulturalist Luther Burbank’s birthday. California Arbor Week is an annual celebration that takes place March 7 to 14.

The City of Campbell will be observing Arbor Day this year in conjunction with the federal observance of the last Friday in April. As such, this proclamation would designate April 26, 2024, as “Arbor Day” in the City of Campbell.

In addition, the City of Campbell has been declared a "Tree City USA" by the National Arbor Day Foundation every year since 1982. For the past 40 years, the City has been eligible for this recognition by meeting the foundation's requirements for a "Tree City." To be eligible and receive this award, a city must have all the following:

1. A tree protection ordinance
2. A tree board and/or department
3. A comprehensive community forest program
4. Observance of Arbor Day

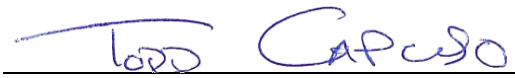
It is customary for the City to host a tree planting event in conjunction with the Arbor Day observance. This year's event will take place on Friday April 26, at John D. Morgan Park (Rincon Avenue side) and will include the planting of ten 15-gallon sized trees. Students from the Campbell School of Innovation will participate in the tree planting, and representatives from the West Valley Clean Water will be present to share information as well. Staff will also post additional information on social media in recognition of Arbor Day as the event approaches.

FISCAL IMPACT

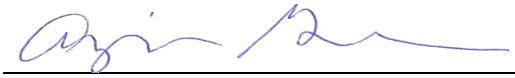
The cost of the trees will be funded through the existing Public Works Parks Maintenance Operation Budget for FY 2024. No budget action is required.

Prepared by: 

Ron Taormina, PW Superintendent

Reviewed by: 

Todd Capurso, Director of Public Works

Approved by: 

Angelique Gaeta, Assistant City Manager

Attachment:

a. Proclamation

PROCLAMATION
OF THE
MAYOR OF THE CITY OF CAMPBELL

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday would be known as Arbor Day and was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, in addition to the United States, Arbor Day is now observed worldwide; and

WHEREAS, trees provide vital protection for the earth's topsoil from erosion and oxygen, a place for wildlife to build homes and seek refuge, clean the air, regulate temperatures, and generate oxygen to support all forms of life here on Earth; and

WHEREAS, trees are a renewable resource that also provide a variety of materials used for buildings, fuel, agriculture, and countless other wood products; and

WHEREAS, trees in our cities also increase property values, enhance the economic vitality of businesses, and beautify our community; and

WHEREAS, trees can be a source of joy and spiritual renewal; and

WHEREAS, the federal government has declared the last Friday in April as National Arbor Day; and

WHEREAS, the State of California has designated an entire week in March to celebrate Arbor Day and allows individual agencies to select a more specific date for their Arbor Day celebrations; and

WHEREAS, this year, the City of Campbell will be observing Arbor Day in conjunction with the federal observance on April 26, 2024; and

WHEREAS, every year since 1982, the City of Campbell has been recognized as a 'Tree City USA' by the National Arbor Day Foundation and strives to maintain its tree-caring efforts by hosting a tree-planting ceremony in honor of Arbor Day 2024; and

NOW, THEREFORE, I, Susan M. Landry, Mayor of the City of Campbell, do hereby proclaim April 26, 2024, as **ARBOR DAY** in the City of Campbell, and I urge all citizens to support efforts to protect our trees and woodlands. Trees bring life to California, and that is worth celebrating.

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of our current and future generations.

WITNESS MY HAND AND SEAL OF THE CITY OF CAMPBELL this 16th day of April 2024.

_____

Susan M. Landry, Mayor
City of Campbell, California

CITY COUNCIL MINUTES

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

CITY COUNCIL EXECUTIVE SESSION
Tuesday, April 2, 2024 – 6:00 PM
Doetsch Conference Room
70 N. First Street, Campbell, California

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

CALL TO ORDER

The City Council of the City of Campbell convened this day in the special meeting place, the Doetsch Conference Room, 70 N. First Street, Campbell, California.

ROLL CALL

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

PUBLIC COMMENT

There was no public comment.

MOVE INTO CLOSED EXECUTIVE SESSION

A. Personnel

B. Litigation - CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)
Name of case: Karoshi v. City of Campbell et. al., Santa Clara County Superior Court Case No. 22CV408411

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)
Name of case: D'Aguiar v. City of Campbell et. al., Santa Clara County Superior Court Case No. 21CV376818

C. Real Property

Minutes Acceptance: Minutes of Apr 2, 2024 6:00 PM (CONSENT CALENDAR)

D. Labor Negotiations ADJOURN

The City Council met in Executive Session to discuss two items under B – Litigation. City Attorney Seligmann, and City Manager Loventhal were in attendance for both items. Finance Director Fuentes and Public Works Director Capurso were in attendance for the first item under B. Outside counsel Robert J. Gundert of Ridley Master was in attendance virtually for the first Item under B. Outside counsel Grant Turner of Pratt & Associates, APC was in attendance virtually for the second Item under B.

Mayor Landry, adjourned the meeting at 6:33 p.m.

APPROVED:

ATTEST:

Susan M. Landry, Mayor

Kristen Epolite, Deputy City Clerk

Minutes Acceptance: Minutes of Apr 2, 2024 6:00 PM (CONSENT CALENDAR)

CITY COUNCIL MINUTES

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

REGULAR MEETING OF THE CAMPBELL CITY COUNCIL
Tuesday, April 2, 2024 7:00 p.m.
City Hall Council Chamber – 70 N. First Street

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

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

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of the City of Campbell Community Development Department in recognition of National Community Development Week.

Mayor Landry presented the Department staff with a certificate of appreciation for leading the Pledge of Allegiance.

SPECIAL PRESENTATIONS AND PROCLAMATIONS

1. **Proclamation Declaring the Week of April 1-5 as National Community Development Week**
   Recommended Action: That the City Council proclaim the week of April 1-5, 2024 as National Community Development Week.

   Mayor Landry declared the week of April 1-5 as National Community Development Week and presented Director Eastwood with a proclamation.

   Director Eastwood thanked the Council and expressed appreciation for the high caliber of Community Development staff in Campbell.

Minutes Acceptance: Minutes of Apr 2, 2024 7:00 PM (CONSENT CALENDAR)

2. **Proclamation Recognizing the Recreation & Community Services Department for the City of Campbell's 47Th Annual Campbell Valentine Fun Run**

Recommended Action: That the City Council present a proclamation to recognize the Recreation & Community Services Department for their efforts in a successful 47th Annual Campbell Valentine Fun Run.

Mayor Landry presented a proclamation in recognition of the Recreation & Community Services Department.

Director Bissell thanked the Council for the recognition and thanked her staff, including Lauren Council who has recently taken on the role of coordinating these types of events.

COMMUNICATIONS AND PETITIONS

There were no communications and petitions.

ORAL REQUESTS

Susan K., Campbell resident, spoke about the Ballot Drop Box locations outside Campbell City Hall citing concerns about construction causing a change in ballot box location and bringing awareness to where the ballot box is located for future elections. She also brought up concerns with the language in the County Voter guide and signage for the ballot box by the Campbell Express Library, requesting that signage is very clear and easy for citizens to vote.

COUNCIL ANNOUNCEMENTS

The City is pleased to announce the 2024 Campbell Community Assessment Survey for Older Adults. Randomly selected households will be mailed invitations to participate in the survey. Your feedback is important as your responses will help us understand the needs of older adults for future planning.

TRUST is a community service that helps Santa Clara County residents during an urgent mental health or substance use situation. Call Centers and field response teams are available 24/7 to answer calls for help. Call 988 for the local 408 area code.

The Campbell Community Center offers a wide range of youth, adult and 50+ classes. Art Classes including clay time, art journaling, adult pottery wheel; dance, music; special interest, including Play-Well LEGO camps; adult and youth sports fitness and more. Visit the City's website at campbellca.gov to find out more about these classes and camps.

Join volunteers for the annual Keep America Beautiful event on Saturday, April 13. This year's event will be held at the Campbell Community Center Sports Field. To find out more, please visit campbellca.gov.

On Sunday, April 14 the Ainsley House Spring Garden will welcome Heart Matter featuring vocalist Amy D and percussionist Dillon Vado. Heart Matter's innovative,

Minutes Acceptance: Minutes of Apr 2, 2024 7:00 PM (CONSENT CALENDAR)

original songs combine Brazilian rhythm with jazz. Gates open at 1:30 pm. For more information, please visit campbellmuseums.com.

For the forty-second consecutive year, the National Arbor Day Foundation has proclaimed the City of Campbell "Tree City USA." In celebration of this award, the community is invited to participate in an Arbor Day celebration at 10:00 am on Friday, April 26 on the Rincon Avenue side of John D. Morgan Park.

On Saturday, April 27 at 3:00 pm, Campbell CERT will be holding its 6th annual Taste of Campbell Fundraiser. Enjoy an afternoon experiencing local wines, beers, cuisine, and live music at the Campbell Community Center Orchard City Banquet Hall. Proceeds from this event help pay for emergency supplies, equipment, and training in support of our community. Ticket and pricing information is available at lovecampbell.com.

City Attorney Seligmann announced the unanimous approval of the settlement of the D'Aguiar v. City of Campbell et. al. The settlement agreement will be available in the City Clerk's Office.

CONSENT CALENDAR

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

Item nine was pulled from the Consent Calendar. The Consent Calendar was considered as follows:

3. **Minutes of City Council Study Session Meeting of March 19, 2024**
Recommended Action: Approve the Study Session meeting minutes of March 19, 2024.

Councilmember Scozzola requested clarification on March 19, 2024 study session minutes, on the paragraph stating "*Councilmember Scozzola was supportive of a Housing Bond. He suggested polling residents to see if there would be an interest in residents banning private equity firms.*" Adding that he is not in support of outright banning private equity firms from investing in Campbell, rather he suggested banning them from buying housing, which is partly responsible for preventing people from buying houses.

This action approves the study session meeting minutes of March 19, 2024.

4. **Minutes of City Council Regular Meeting of March 19, 2024**
Recommended Action: Approve the regular meeting minutes of March 19, 2024.

This action approves the regular meeting minutes of March 19, 2024.

5. **Approving Bills and Claims**
Recommended Action: Approve the bills and claims in the amount of $595,162.06.

This action approves the bills and claims in the amount of $595,162.06 as follows: bills and claims checks dated March 4, 2024, in the amount of $347,927; and bills and claims checks dated March 11, 2024, in the amount of $247,234.80.

6. **Monthly Treasurer's Report (February 2024)**
Recommended Action: That the City Council review and accept the Monthly Treasurer's Report for the month ended February 29, 2024.

This action reviews and accepts the Monthly Treasurer's Report for February 2024.

7. **2023 Fire Marshal Inspection Report (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution acknowledging receipt of the 2023 Fire Marshal, State Mandated Inspection Report for the City of Campbell.

Councilmember Furtado brought attention to the 2023 Fire Marshal Inspection Report, noting that it is a robust and comprehensive report this year and commending the Fire Marshal for the hard work.

Resolution 13136 acknowledges receipt of the 2023 Fire Marshal, State Mandated Inspection Report for the City of Campbell.

8. **Initiate Proceedings of the Campbell Lighting and Landscaping District, Fiscal Year 2024-25 (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution Initiating Proceedings, describing the improvements, and directing staff to prepare the Engineer's Report for the Campbell Lighting and Landscaping Assessment District for Fiscal Year 2024-25.

Resolution 13137 initiates proceedings, describing the improvements, and directing staff to prepare the Engineer's Report for the Campbell Lighting and Landscaping Assessment District for Fiscal Year 2024-25.

M/S: Lopez/Furtado – That the City Council approve the Consent Calendar, with the exception of item nine. The motion was adopted by the following roll call vote:

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

ITEMS CONSIDERED SEPARATE FROM CONSENT

9. **Resolution for the Building M – Roof Replacement Project (CIP No. 24-SS) Authorizing the Rejection of Bids, Revisions to the Plans and Specifications, and Solicitation of Re-Bids for the Subsequent Award of a Contract to the Lowest, Responsive Bidder, in an Amount Not to Exceed $300,000, Plus a 20% Construction Contingency of $60,000; and Authorizing the City Manager to Execute Said Agreement as Specified in Campbell Municipal Code Section 3.20.100, and the Public Works Director**

to Execute Contract Change Orders Up to and Within the Allocated Construction Contingency Amount (Resolution/Roll Call Vote)

Recommended Action: That the City Council adopt a resolution for the Building M - Roof Replacement project (No. 24-SS) to: 1) authorize the rejection of bids received; 2) approve the revised plans and specifications with minor scope modifications; 3) authorize solicitation to re-bid the project; 4) approve the subsequent award of a contract to the lowest, responsive bidder, in an amount not to exceed $300,000, plus a 20% construction contingency of $60,000; authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100; 5) authorize the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100; and 6) authorize the Public Works Director to negotiate and execute contract change orders up to and within the allocated construction contingency amount.

City Manager Loventhal brought attention to a reference in the item to the previously approved roof replacement project (24-TT), clarifying for the record that staff is making the same revisions on the previous replacement project from March 5, 2024 (24-TT) as is proposed on item 9.

Mayor Landry pulled this item and asked for input from Public Works Director Capurso. Director Capurso confirmed that they will revise the specs and go back out to bid with the more traditional method. Mayor Landry stated concerns with the bids coming back at more than $300,000 and needing to come to council a third time. Director Capurso agreed with the concern and suggested that the base bid amount be increased in an amount not to exceed $350,000 with a $50,000 contingency.

Councilmember Bybee asked for clarification on the budgeted amount for this project. Director Capurso confirmed that they have $400,000 budgeted for this project.

Following discussion, **M/S: Landry/Scozzola – That the City Council adopt Resolution 13138 for the Building M - Roof Replacement project (No. 24-SS) to: 1) authorize the rejection of bids received; 2) approve the revised plans and specifications with minor scope modifications; 3) authorize solicitation to re-bid the project; 4) approve the subsequent award of a contract to the lowest, responsive bidder, in an amount not to exceed $350,000, plus a contingency of $50,000, not to exceed $400,000; authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100; 5) authorize the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100; and 6) authorize the Public Works Director to negotiate and execute contract change orders up to and within the allocated construction contingency amount. The motion was adopted by the following roll call vote:**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Landry
SECONDER:	Scozzola

AYES:	Landry, Lopez, Scozzola, Furtado, Bybee

PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES

10. **Public Hearing to Consider the Establishment of a New Zoning Map Incorporating Three New Housing Overlay/Combining Zoning Districts and Adoption of Related Zoning Code Text Amendments. (Ordinance/Roll Call Vote)**

Recommended Action: That the City Council take first reading, introducing an Ordinance, establishing a new Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code Text Amendments.

This is the time and place for a public hearing to consider the Establishment of a New Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code Text Amendments.

Senior Planner Stephen Rose presented a staff report dated April 2, 2024.

Following Council questions, Mayor Landry opened the public meeting.

Jacob Billitteri, Charities Housing out of San Jose spoke on behalf of affordable housing overlay. They were one of the developers that participated extensively during the City commenting period. He spoke in support of park fee waivers for affordable housing developers and declared their support for this item.

Priscilla Hanes, Executive Director of Santa Clara Methodist Retirement Foundation, spoke in favor of 100% park fee waivers for their application to develop affordable housing at 60 Hamilton Ave. She also discussed open space on the property for the community to potentially use.
Seeing no one else wishing to speak, Mayor Landry closed the public hearing.

The City Council expressed general support for the New Zoning Map as a starting point in the discussion of building more affordable housing.

Following discussion, **M/S: Bybee/Lopez – That the City Council Introduce Ordinance 2305, for first reading, establishing a new Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code Text Amendments. The motion was adopted by the following roll call vote:**

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

Deputy Clerk Epolite read the full title of Ordinance 2305.

M/S: Furtado/Bybee – That the City Council waive further reading of Ordinance 2305. The motion was adopted by the following roll call vote:

Minutes Acceptance: Minutes of Apr 2, 2024 7:00 PM (CONSENT CALENDAR)

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

11. **Public Hearing to Consider Amendments to Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code Serving to Streamline Permit Processes in Support of Economic Development Objectives. (Ordinance/Roll Call Vote)**
Recommended Action: That the City Council take first reading, introducing an Ordinance, amending Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code.

This is the time and place for a public hearing to Consider Amendments to Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code Serving to Streamline Permit Processes in Support of Economic Development Objectives.
Mayor Landry asked if any Councilmembers had any disclosures to make. There were no disclosures.

Senior Planner Stephen Rose presented a staff report dated April 2, 2024.

Following Council questions, Mayor Landry opened the public meeting.

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

Following discussion, **M/S: Bybee/Scozzola – That the City Council Introduce Ordinance 2306, for first reading, amending Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code. Including the Desk Item. The motion was adopted by the following roll call vote:**

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

Deputy Clerk Epolite read the full title of Ordinance 2306.

M/S: Bybee/Furtado – That the City Council waive further reading of Ordinance 2306. The motion was adopted by the following roll call vote:

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

NEW BUSINESS

Minutes Acceptance: Minutes of Apr 2, 2024 7:00 PM (CONSENT CALENDAR)

There were no new business items.

UNFINISHED BUSINESS

12. **Consider Approval of Proposed 2024 Economic Development Plan (Resolution/Roll Call Vote)**
Recommended Action: That the City Council adopt a Resolution adopting the 2024 Economic Development Plan.

Director Eastwood presented the item as the culmination of a two-year collaborative process involving the Council and stakeholders. He emphasized that this plan is more robust and ambitious compared to previous ones.

Chabin Concepts consultant, Audrey Taylor, introduced team members and gave a staff report dated April 2, 2024.
The City Council asked general questions related to the staff report presentation.

Following Council questions, Mayor Landry asked if anyone from the public wished to speak.

Terry Hines, Campbell resident, spoke in favor of adding initiatives for large businesses to locate in Campbell.

Ken Johnson, Executive Director of the Campbell Chamber of Commerce expressed gratitude for being included in the creation of the Economic Development Plan and looks forward to continuing the collaborative relationship in the future.

The Council acknowledged the team's efforts on a thorough and comprehensive plan.
Economic Development Manager, Leslie Parks, spoke on next steps. She informed Council that a copy of an Economic Development Program Audit, assessing the City's program as well as other city programs in the area, will be distributed prior to the plan's adoption.

After discussion, **M/S: Scozzola/Lopez – That the City Council adopt Resolution 13139 adopting the 2024 Economic Development Plan.**

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

COUNCIL COMMITTEE REPORTS

13. **Council Committee Reports**
Recommended Action: That the City Council report on activities from their committee assignments.

Minutes Acceptance: Minutes of Apr 2, 2024 7:00 PM (CONSENT CALENDAR)

Councilmember Bybee attended the Silicon Valley Animal Control Authority Board (SVACA) meeting and the Campbell Chamber of Commerce lunch.
Vice Mayor Lopez attended the policy grants and technology committee meeting for Bay Area Quality Management District Board of Directors; two Vally Transportation Authority meetings, including the first Administration and Finance meeting of the year; and the League of Cities Policy Committee meeting.

Councilmember Furtado attended an affordable housing luncheon at the Commonwealth Club of San Fransisco; the Silicon Valley Regional Interoperability Authority (SVRIA) meeting; participated in a National Vietnam Veteran's Day Ceremony in the Council Chambers and presented a Department of Defense Pin to Salvatore Gaeta to acknowledge his service in the Vietnam War.

Councilmember Scozzola attended the Education Subcommittee meeting; and Friends of the Heritage Theatre meeting.

Mayor Landry attended the West Valley Mayors and Manager's meeting; the Education Subcommittee meeting; will attend the Campbell Unified School District kitchen for a student cookoff and will attend the Santa Clara County Housing Meeting.

ADJOURN

Mayor Landry adjourned the meeting at 9:30 PM.

APPROVED:

ATTEST:

Susan M. Landry, Mayor

Kristen Epolite, Deputy City Clerk

City Council Report

Item: 4
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Approving Bills and Claims**

RECOMMENDED ACTION

Approve the bills and claims in the amount of $2,572,149.53.

DISCUSSION

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

Type	Check Date	Amount
Payroll	March 14, 2024	$34,587.84
Bills & Claims	March 18, 2024	$569,139.48
Bills & Claims	March 25, 2024	$1,967,422.21
	Total	**$2,571,149.53**

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: 5
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Second Reading of Ordinance 2305 Establish a New Zoning Map Incorporating Three New Housing Overlay/Combining Zoning Districts and Adoption of Related Zoning Code Text Amendments. (Ordinance/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council take second reading and adopt Ordinance 2305 establishing a new Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code text amendments.

DISCUSSION

At the regular meeting of April 2, 2024, the City Council held a public hearing to take first reading, introducing an ordinance, establishing a new Zoning Map incorporating three new Housing Overlay/Combining Zoning Districts and adoption of related Zoning Code Text Amendments. The Housing Element included three programs to support the development of affordable housing through the creation of Housing Overlay Districts and related Zoning Code Text Amendments.

The item was approved by unanimous vote and the City Council took first reading of Ordinance 2305. In accordance with Gov. Code 36933, A summary of Ordinance 2305 was published in the Metro Silicon Valley, a newspaper of general circulation for the City of Campbell, County of Santa Clara on April 10, 2024 and will be published again on April 24, 2024, following approval of second reading. Ordinance 2305 will become effective 30 days following the second reading approval.

FISCAL IMPACT

Nominal publication costs are associated with approving the Ordinance second reading to meet the requirement of Gov. Code 36933, but can be absorbed within the current FY 2024 Operating Budget. Costs for codification of the Ordinance in the Campbell Municipal Code are also included in the current budget by way of purchase order. Other fiscal impacts are included in the staff report introducing the Ordinance on April 2, 2024.

Kristen Epolite

Prepared by: _____
Kristen Epolite, Deputy City Clerk

Reviewed by: Andrea Sanders
Andrea Sanders, City Clerk

Approved by: Brian Loventhal
Brian Loventhal, City Manager

Attachment:

a. Ordinance 2305

ORDINANCE NO. 2305

BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL ESTABLISHING A NEW ZONING MAP INCORPORATING THREE NEW HOUSING OVERLAY ZONING DISTRICTS AND AMENDING TITLE 21 (ZONING) OF THE CAMPBELL MUNICIPAL CODE TO ADOPT RELATED ZONING CODE TEXT AMENDMENTS. FILE NO. PLN-2022-155.

WHEREAS, after notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

WHEREAS, the subject Ordinance will establish a new Zoning Map as set forth in Exhibit A-1.

WHEREAS, upon the effective date of the subject Ordinance, the preceding Campbell Zoning Map, as most recently amended, shall be of no further force or effect.

WHEREAS, the subject Ordinance will amend Title 21 (Zoning) of the Campbell Municipal Code as set forth herein.

WHEREAS, the proposed amendments would be consistent with the following policies and strategies of the 2040 General Plan:

LU-1.a: Update the City's Zoning Map to be consistent with the land use designations shown on Figure LU-01.

LU-1.b: Assign zoning to properties consistent with the land use designations identified by the General Plan.

LU-1.e: Review the standards provided in the Campbell Municipal Code and Zoning Code (Title 21) and amend as necessary to ensure consistency with the General Plan.

WHEREAS, the proposed amendments would be consistent with the following programs from the 2023-2031 Campbell Housing Element:

Program H-1c: Affordable Housing Overlay Zone (AHOZ): Establish an Affordable Housing Overlay Zone to incentivize the development of housing meeting priorities. Incentives to be incorporated into the AHOZ may include:

- Allowing an increase in density over that otherwise allowed under State Density Bonus Law.
- Allowing a reduction in parking standards consistent with those provided under State Density Bonus Law.
- Providing for Ministerial Review.

Other incentives to be evaluated in developing the AHOZ include:

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)

- Providing for a) building, planning, and/or impact fee reductions or waivers; and b) City funding support for frontage improvements.

Program H-3e: Rezone for Lower Income Shortfall: Pursuant to State statutes (Gov Code 65583.2(h) and 65583.2(i),), sites identified for rezoning to address the City's lower income RHNA shortfall shall meet the following requirements:

- Permit owner-occupied and rental multi-family uses by-right in which 20% or more of the units are affordable to lower income households
- Permit a minimum density of 20 units per acre
- Allow a minimum of 16 units per site
- Accommodate at least 50 percent of the lower income need on sites designated for residential use only, otherwise allow 100% residential use and require residential to occupy at least 50% of the floor area in a mixed-use project.

Program H-3f: In accordance with State law, Modify the Zoning Ordinance so that parcels in the Site Inventory identified in previous Housing Elements ("Reuse Sites") as noted in Table A of the Site Inventory with at least 20 percent of the units affordable to lower-income households are eligible for by-right processing with ministerial review.

WHEREAS, the legislature of the State of California has, in Government Code Sections 65302, 65560 and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry.

WHEREAS, review and adoption of the proposed amendments is done in compliance with California Government Code Sections 65853 through 65857, which require a duly noticed public hearing of the Planning Commission whereby the Planning Commission shall provide its written recommendation to the City Council for its consideration.

WHEREAS, the proposed amendments serve to implement the 2040 General Plan and 2023-2031 Housing Element and may therefore be found consistent with the Final Environmental Impact Report (EIR) (SCH: 2022030556) prepared for the 2040 General Plan and 2023-2031 Housing Element. Where the proposed amendments are not within the scope of the EIR, such changes may found categorically exempt pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, because they have no potential for resulting in physical change to environment, directly or indirectly, or are administrative activities of government that will not result in direct or indirect physical change in the environment pursuant, respectively.

WHEREAS, pursuant to CEQA Guidelines Section 15162, the Final Environmental Impact Report (SCH: 2022030556) contains full and adequate review for the changes that would result from the adoption of the subject Ordinance.

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WHEREAS, no substantial changes are proposed which require major revisions of the Final Environmental Impact Report (SCH: 2022030556) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

WHEREAS, no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Final Environmental Impact Report (SCH: 2022030556) was certified as complete shows any of the following: a) The project will have one or more significant effects not discussed in the Final Environmental Impact Report (SCH: 2022030556); b) Significant effects previously examined will be substantially more severe than shown in the previous EIR; c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project; or d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment.

WHEREAS, the proposed amendments are consistent with the goals, policies, and actions of the 2040 General Plan (which includes the 2023-2031 Housing Element) and all applicable development agreements, area plans, neighborhood plans, and specific plans.

WHEREAS, the proposed amendments will not be detrimental to the public interest, health, safety, convenience, or general welfare of the city.

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of this Zoning Code.

WHEREAS, in consideration of the adoption of the subject Ordinance, the City Council provided due consideration of all evidence presented and provided in the entire administrative record.

NOW, THEREFORE, the City Council of the City of Campbell does ordain as follows:

Section 1. That a new Campbell Zoning Map as set forth in Exhibit A is hereby adopted and shall supersede all previously adopted version(s) of the Campbell Zoning Map; and the City Clerk is directed to update placeholders to indicate the effective date and number of the Ordinance.

Section 2. Campbell Municipal Code Section 21.04.020, Table 2-1 (Zoning Districts and General Plan Designations), Note #1, is amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

> 1. Several sites are subject to a site-specific overlay as noted with a number on the Land Use Map that reflects the maximum developable gross acres of a property that may be used for residential development. The maximum developable gross acres allowed on a property shall be measured and provided as a single contiguous area on the property. ~~number of allowable dwelling units on the property which may be increased subject to a density bonus or through exercise of the City's Affordable Housing Overlay Zone (AHOZ) if/when established.~~

Section 3. Table 2-1 (Zoning Districts and General Plan Designations) of Campbell Municipal Code Section 21.04.020 (Zoning districts established), is hereby amended to add

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three additional rows and three additional columns, following the O (Overlay District) row in the table, with underlining (underlining) indicating new text as follows:

BRH	By-Right Housing	The By-Right Housing overlay/combining district may be found consistent with the underlying land use designation of the General Plan.
RS	Reuse Sites	The Reuse Sites overlay/combining district may be found consistent with the underlying land use designation of the General Plan.
AH	Affordable Housing	The Affordable Housing overlay/combining district may be found consistent with any land use designation of the General Plan except the Lower Density Residential, Industrial, or Research and Development land use designation.

Section 4. Note (4), of Table 2-1 (Zoning Districts and General Plan Designations) of Campbell Municipal Code Section 21.04.020 (Zoning districts established), is hereby amended with underlining (underlining) indicating new text as follows:

(4) The designation of an area in an overlay/combining district shall be expressed as an additional suffix to zoning map symbol (e.g., R-1-6-H, TO-MU-O) where the provisions of the overlay are exercised by a project.

Section 5. Campbell Municipal Code Section 21.07.040.A. (Administrative Housing Development Project Permit), is hereby amended with underlining (underlining) indicating new text as follows:

A. Administrative Housing Development Project Permit. An Administrative Housing Development Project Permit shall be required for the following:

1. Any housing development project consisting of less than five (5) new residential units.
2. Minor alterations to site or design details of a housing development project, with an approved permit as set forth by this chapter, as follows:
    i. Changes to the size (e.g., depth, width), placement, height, or design of an approved frontage type or building type within the same category.
    ii. Changes to site design details, including landscaping or hardscaping, screening, fencing, or lighting detail.
    iii. Changes to the assignment or placement of parking spaces which do not alter off-site circulation; and
    iv. Adding, removing, relocating, or modifying the design of an accessory structures less than 600 square feet.
3. Reconfiguration of existing square footage that does not result in:
    i. A decrease in the number of bedrooms;
    ii. An increase of more than 2 bedrooms per unit; and/or
    iii. Change the exterior appearance of the building except as otherwise provided by this chapter.
4. Housing development projects that comply with all the requirements of Campbell Municipal Code Section 21.14.070.D.2 (Permit processing) of the Affordable Housing overlay/combining district.

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)

Section 6. Campbell Municipal Code Section 21.14.010.B. (Applicability) is amended to read as follows with underlining (underlining) indicating new text:

B. Applicability. The applicability of any overlay/combining zoning district to specific sites is illustrated by the overlay zoning map symbol established by Section 21.04.020 (Zoning Districts Established) and/or as described in accordance with this chapter and shall be indicated by a suffix appended to the symbol of the base~~primary~~ zoning district (e.g., R-1-6-H, GC-O, TO-MU-CB) where the provisions of the overlay are exercised by a project. The provisions of this chapter apply to development and new uses in addition to all other applicable requirements of this Zoning Code. In the event of any conflict between the provisions of this chapter and any other provision of this Zoning Code, this chapter shall control.

Section 7. Chapter 21.14 – Overlay/Combining Districts. Campbell Municipal Code Chapter 21.14 (Overlay/Combining Districts) is amended to add Sections 21.14.050, 21.14.060, and 21.14.070, with underlining (underlining) indicating new text as follows:

21.14.050 BRH (By-Right Housing) overlay/combining zoning district.

A. Purpose. The purpose of the By-Right Housing ("BRH") overlay/combining zoning district is to promote the development of housing on sites locally identified to satisfy the City's lower-income Regional Housing Needs Allocation (RHNA) shortfall pursuant to State statues (Gov. Code 65583.2(h) and 65583.2(i)).

B. Eligibility. Sites included in the BRH overlay/combining zoning district shall satisfy the following criteria:

1. Density. Permit a minimum density of 30 units per acre, for the entirety of, or a portion of the site, in compliance with the General Plan Land Use Map.

2. Minimum unit count. Permit a minimum of 16 units per site.

C. Development standards. The following development standards shall apply to sites where the BRH overlay/combining zoning district is applied.

1. Residential projects. Sites shall be permitted to develop exclusively as residential uses.

2. Mixed-use projects. Mixed-use projects shall be required to allocate a minimum of 50% of the total gross floor area to residential uses.

D. Expedited permit processing. Housing development projects with at least 20 percent of the units affordable to lower-income households shall be processed in accordance with Chapter 21.39 (Ministerial Approvals).

E. Establishment of district. The BRH overlay/combining zoning district shall be established by ordinance. In addition to the procedures and findings set forth in Chapter 21.60 (Amendments – General Plan, Zoning Code, and Zoning Map Amendments) the decision-making body must also find that the project meets the eligibility requirements set forth in Section 21.14.050.B. (Eligibility) and specify the characteristics of the project that were used to make such determination.

21.14.060 RS (Reuse Sites) overlay/combining zoning district.

A. Purpose. The purpose of the Reuse Sites ("RS") overlay/combining zoning district is to promote housing development on Housing Opportunity Sites used in one or more previously adopted Housing Elements consistent with the objectives of the General Plan, Housing Element, and State statues.

B. Eligibility. Sites included in the RS overlay/combining zoning district shall consist of the following:

1. Non-vacant Housing Opportunity Sites used in the previously adopted and current Housing Element; and

2. Vacant Housing Opportunity Sites used in the two previously adopted and current Housing Element.

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C. Expedited permit processing. Housing development projects with at least 20 percent of the units affordable to lower-income households shall be processed in accordance with Chapter 21.39 (Ministerial Approvals).

D. Establishment of district. The RS overlay/combining zoning district shall be established by ordinance. In addition to the procedures and findings set forth in Chapter 21.60 (Amendments – General Plan, Zoning Code, and Zoning Map Amendments) the decision-making body must also find that the project meets the eligibility requirements set forth in Section 21.14.060.B. (Eligibility) and specify the characteristics of the project that were used to make such determination.

21.14.070 AH (Affordable Housing) overlay/combining zoning district.

A. Purpose. The purpose of the Affordable Housing ("AH") overlay/combining zoning district is to promote the development of affordable housing by providing incentives to projects that voluntarily elect to comply with all the requirements of this Section.

B. Applicability. The AH overlay/combining zoning district applies to all properties except those with a "Low Density Residential", "Light Industrial", or "Research and Development" General Plan land use designation, or within an "H" (Historic) overlay/combining zoning district.

C. Eligibility. The incentives set forth in Section 21.14.070.D. (Incentives) may only be applied to projects which satisfy all the following general requirements:

1. Housing development project. The project satisfies the definition of a housing development project in accordance with CMC 21.72 (Definitions);

2. Compliance with State Density Bonus Law. The project meets the criteria for a density bonus under State Density Bonus Law, as outlined in Sections 65915 to 65918 of the California Government Code, apart from the regulations of the Affordable Housing overlay/combining zoning district;

3. Adherence to requirements. The project does not use State Density Bonus Law, or any other State or Federal law, to relieve the project from any of the requirements of the Affordable Housing overlay/combining zoning district;

4. Mixed-use development. Where the City's adopted Form-Based Zone Map designates a "Tier 1" ground-floor non-residential requirement, the project must adhere to all corresponding regulations outlined in the adopted Multi-Family Development and Design Standards, established in accordance with CMC 21.07.030 (Multi-Family Development and Design Standards Document and Form-Based Zone Map adopted); and

5. Adjacency requirements. The project complies with the Adjacency Requirements of Section 3.100 of the adopted Multi-Family Development and Design Standards, established in accordance with CMC 21.07.030 (Multi-Family Development and Design Standards Document and Form-Based Zone Map adopted).

D. Incentives. The following incentives shall be provided to qualifying projects:

1. Increased density bonus. The following density bonuses shall be offered to projects which provide a greater percentage of very-low, low-, or moderate-income housing units, by category, than otherwise required by State Density Bonus Law but less than required to qualify for an additional density bonus under state law. In no case shall the combination of the density granted under this Section and any other law result in a total density bonus that is greater than 70 percent. Further, density bonuses provided for by this Section may not be combined across income categories and shall be calculated consistent with CMC 21.20.050.A (Number of units) excepting that for Step 2 – the corresponding percentage density bonus shall be calculated based on the values indicated in the tables below.

Percentage Very-Low-Income Units	Percentage Density Bonus
16	53.75
17	57.5

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18	61.25
19	65

Percentage Low-Income Units	Percentage Density Bonus
25	51.5
26	53.5
27	55.5
28	57.5
29	59.5
30	61.5
31	63.5
32	65.5
33	67.5
34	69.5

Percentage Moderate-Income Units	Percentage Density Bonus
41	38.75
42	42.5
43	46.25
44	50
45	53.75
46	57.5
47	61.25
48	65
49	68.75

2. Expedited permit processing. Projects qualifying for a 60 percent or greater density bonus, in accordance with CMC Section 21.14.070.D.1., shall be eligible for expedited permit processing as follows:

   i. Ministerial approval. Where the project qualifies for a statutory, or categorical exemption, from the California Environmental Quality Act (CEQA) (PRC Sections 21000 et. seq) they shall be processed through a ministerial permit process in accordance with CMC 21.39 (Ministerial approvals).

   ii. Administrative Housing Development Project Permit. For projects that are ineligible for a ministerial permit process, they shall be processed through an Administrative Housing Development Project Permit with the exception that any appeal filed in accordance with the

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requirements of Chapter 21.62 (Appeals) shall be referred to the City Council, rather than the Planning Commission.

3. Extended permit approval. Projects qualifying for an increased density bonus of any amount, in accordance with CMC Section 21.14.070.D.1., shall be granted a three-year permit approval for the first approval of all land use entitlements permits. The permit approval period of post-entitlement permits, such as building permits, and/or land use entitlements granting subsequent extensions of approval, and/or modifications to the first land use approval, shall not be extended as an incentive of this Section.

4. Priority funding. Projects qualifying for a 65 percent or greater density bonus, in accordance with this Section, shall be eligible for the priority use of any local affordable housing funds allocated specifically to the purpose of supporting the development of affordable housing.

5. Reduction in park in-lieu fees. Projects which meet one or more of the following criteria will qualify for reductions in the fee in lieu of land dedication required by Campbell Municipal Code Section 20.24.080 (Amount of fee in lieu of land dedication) as follows:

Minimum Percentage Lower-Income[1] Housing Units	Percentage Reduction in Fee in Lieu of Land Dedication Required
≥50%	12.5%
≥75%	25%
≥100%	50%

(1) Includes units provided at an affordable ownership cost to moderate-income households, lower-income households, very low-income households, extremely low-income households, and/or acutely low-income households as defined by CMC Section 21.20.020 (Definitions) that are subject to an affordable housing agreement consistent with the requirements of CMC Section 21.24.060 (Continued affordability and city review of occupancy).

This incentive does not apply to projects receiving financial support of an equivalent or greater value from the City in accordance with CMC 21.14.070.D.4 (Priority funding) or any other City supportive housing program. This reduction in fees may be combined with other available credits against the park land dedication requirements in accordance with CMC Section 20.24.110 (Credits).

6. Reduced requirements. Projects which provide 100% of their units at an affordable ownership cost to moderate-income households, lower-income households, very low-income households, extremely low-income households, and/or acutely low-income households as defined by CMC Section 21.20.020 (Definitions) shall be alleviated from the following requirements without requiring the use of concessions or waivers under State Density Bonus Law:

   i. Multi-Family Development and Design Standards (MFDDS). All requirements pertaining to Chapter 5 (Building Types), Chapter 6 (Specific to Frontage Types), and Chapter 7 (Architectural Standards) except for Section 7.080 (Bird Safety).

E. Establishment of district. The AH overlay/combining zoning district shall be established by ordinance. In addition to the procedures and findings set forth in Chapter 21.60 (Amendments – General Plan, Zoning Code, and Zoning Map Amendments) the decision-making body must also find that the project meets the eligibility requirements set forth in Section 21.14.070.B. (Eligibility) and specify the characteristics of the project that were used to make such determination.

Section 8. Campbell Municipal Code Section 21.72.020.L (Definitions, "L.") is hereby amended to add the definition of "Land use designation, underlying" with underlining (underlining) indicating new text as follows:

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)

"Land use designation, underlying" or "Underlying land use designation" means the land use designation of a parcel or property as indicated on the City of Campbell General Plan Land Use Map.

Section 9. Campbell Municipal Code Section 21.72.020.Z (Definitions, "Z.") is hereby added.

Section 10. Campbell Municipal Code Section 21.72.020.Z (Definitions, "Z.") is hereby amended to add the definition of "Zoning district, base" with underlining (underlining) indicating new text as follows:

"Zoning district, base" means the zoning district of a parcel or property as indicated on the City of Campbell Zoning Map, in accordance with Campbell Municipal Code Chapter 21.06 (District Boundaries), other than the Overlay/Combining District.

Section 11. If any section, sentence, clause, phrase, word, or other provision of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this Ordinance, or the validity of this Ordinance, shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 12. The proposed amendments serve to implement the 2040 General Plan and 2023-203 Housing Element and are therefore found consistent with the Final Programmatic Environmental Impact Report (EIR) prepared for the Envision Campbell 2040 General Plan and Campbell's Plan for Housing 2023-2031 Housing Element. Where the proposed amendments are not within the scope of the EIR, such changes are categorically exempt pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, because they have no potential for resulting in physical change to environment, directly or indirectly, or are administrative activities of government that will not result in direct or indirect physical change in the environment pursuant, respectively.

Section 13. The City Council further finds and determines that the proposed Ordinance is consistent with the goals, policies, and actions of the 2040 General Plan and 2023-2031 Housing Element.

Section 14. That this Ordinance shall become effective thirty (30) days following its passage and adoption and shall be published, or summary thereof, one time within fifteen (15) days upon passage and adoption in the Metro Silicon Valley, a newspaper of general circulation for the City of Campbell, County of Santa Clara.

PASSED AND ADOPTED this 16th day of April, 2024, by the following roll call vote:

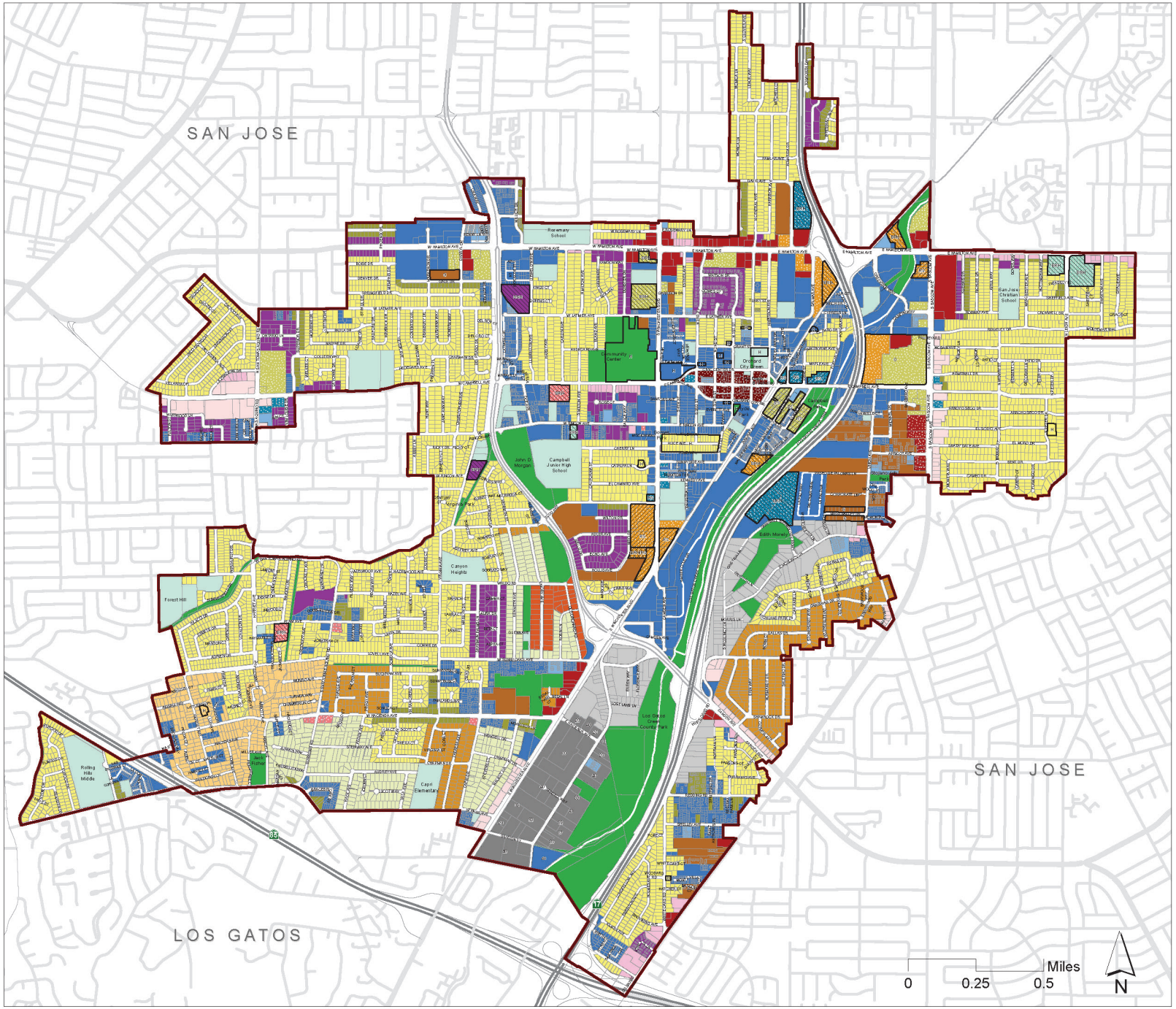
AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)

APPROVED: _____
Susan M. Landry, Mayor

ATTEST: _____
Andrea Sanders, City Clerk

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)



ZONING MAP

CITY OF CAMPBELL

SINGLE-FAMILY RESIDENTIAL DISTRICTS

- R-1-6 | Single-Family Residential
- R-1-8 | Single-Family Residential
- R-1-9 | Single-Family Residential
- R-1-10 | Single-Family Residential
- R-1-16 | Single-Family Residential

MULTI-FAMILY RESIDENTIAL DISTRICTS

- LMDR | Low-Medium Density Residential
- MDR | Medium Density Residential
- MHDR | Medium-High Density Residential
- HDR | High Density Residential
- MHP | Mobile Home Park

MIXED-USE DISTRICTS

- CB-MU | Central Business Mixed-Use
- CC-MU | Commercial Corridor Mixed-Use
- GC-MU | General Commercial Mixed-Use
- MHD-MU | Medium-High Density Mixed-Use
- HD-MU | High Density Mixed-Use
- NC-MU | Neighborhood Commercial Mixed-Use
- TO-MU | Transit-Oriented Mixed-Use

OFFICE DISTRICT

- PO | Professional Office

COMMERCIAL DISTRICTS

- NC | Neighborhood Commercial
- GC | General Commercial

INDUSTRIAL DISTRICTS

- LI | Light Industrial
- RD | Research and Development

SPECIAL PURPOSE DISTRICTS

- C-PD | Condominium Planned Development
- P-D | Planned Development
- PF | Public Facility
- OS | Open Space

OVERLAY/COMBINING DISTRICTS

Established in accordance with CMC Chapter 21.14 – Overlay/Combining Districts

- H | "H" (Historic Preservation)
- O | "O" (Overlay)
- AH | "AH" (Affordable Housing) (3)
- BRH | "BRH" (By-Right Housing)
- RS | "RS" (Reuse Sites)

Notes:

(1) The number included on the RD parcels denotes the minimum lot area in thousands of square feet, pursuant to CMC Sec. 21.10.040, Table 2-6.

(2) The Special Planning Areas established by Figure LU-2 of the General Plan are hereby included by reference.

(3) See CMC Section 21.14.070 ((AH) Affordable Housing overlay/combining zoning district) for applicability.

Adopted , 2024
City Council Ordinance No.

Attachment: Ordinance 2305 (Second Reading of Ordinance 2305)

City Council Report

Item: 6
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Second Reading of Ordinance 2306 Amendments to Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code Serving to Streamline Permit Processes in Support of Economic Development Objectives. (Ordinance/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council take second reading and adopt Ordinance 2306 amending Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code.

DISCUSSION

At the regular meeting of April 2, 2024, the City Council held a public hearing to Consider Amendments to Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code Serving to Streamline Permit Processes in Support of Economic Development Objectives. A prominent focus area identified in preparation of the Economic Development Plan was feedback from stakeholders which highlighted challenges with the city's permitting processes, including the need to obtain a Conditional Use Permit for many types of businesses in the city.

The item was approved by unanimous vote and the City Council took first reading of Ordinance 2306. In accordance with Gov. Code 36933, A summary of Ordinance 2306 was published in the Metro Silicon Valley, a newspaper of general circulation for the City of Campbell, County of Santa Clara on April 10, 2024 and will be published again on April 24, 2024, following approval of second reading. Ordinance 2306 will become effective 30 days following the second reading approval.

FISCAL IMPACT

Nominal publication costs are associated with approving the Ordinance second reading to meet the requirement of Gov. Code 36933, but can be absorbed within the current FY 2024 Operating Budget. Costs for codification of the Ordinance in the Campbell Municipal Code are also included in the current budget by way of purchase order. Other

fiscal impacts are included in the staff report introducing the Ordinance on April 2, 2024.

Prepared by: Kristen Epolite

Kristen Epolite, Deputy City Clerk

Reviewed by: Andrea Sanders

Andrea Sanders, City Clerk

Approved by:

Brian Loventhal, City Manager

Attachment:

a. Ordinance 2306

ORDINANCE NO. 2306

BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS), TITLE 10 (VEHICLES AND TRAFFIC), AND TITLE 21 (ZONING) OF THE CAMPBELL MUNICIPAL CODE. FILE NO. PLN-2022-175.

WHEREAS, after notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

WHEREAS, the subject Ordinance will amend Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code as set forth herein.

WHEREAS, the proposed amendments would be consistent with the following policies and actions from the 2040 General Plan:

Policies:

- ED-2.1 – Identify the needs, barriers, and concerns of existing businesses and ensure that they are addressed.
- ED-2.2 – Implement predictable and streamlined development review processes and practices that include clear, zoning regulations; ensuring permitting information is readily available and easily accessible to the general public and business community.
- ED-2.3 – Ensure that the city's development process and zoning regulations facilitate expeditious review of commercial, office, and light industrial development proposals that meet Campbell's goals and provide high-quality jobs and that create a multiplier effect for the local economy.
- ED-2.7 – Ensure that the City provides a business-friendly service oriented, and solutions-based approach to permitting through efficient processing of applications and permits.

Actions:

- ED-2.a – Review, and update as necessary, zoning and other development regulations and application review and permitting process in order to ensure consistency with land use policies in this General Plan aimed at spurring job growth and economic development. Revisions may include increased flexibility regarding use types, business operations, site development standards, reduced parking standards near transit stations, or other changes intended to reduce impediments to development consistent with the goals of this General Plan.

- ED-3.b – Ensure that zoning and other development regulations do not include internal conflicts or other unintended development impediments that would limit full and complete utilization of sites zoned for commercial and light industrial activities, consistent with the maximum densities and development intensities allowed by the zoning code.

WHEREAS, the legislature of the State of California has, in Government Code Sections 65302, 65560 and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry.

WHEREAS, review and adoption of the proposed amendments is done in compliance with California Government Code Sections 65853 through 65857, which require a duly noticed

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

public hearing of the Planning Commission whereby the Planning Commission shall provide its written recommendation to the City Council for its consideration.

WHEREAS, adoption of the proposed Ordinance is considered a "project" under Section 15378(a)(1) of the California Environmental Quality Act (CEQA).

WHEREAS, the proposed Ordinance may be found exempt from environmental review under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) in that there is no possibility that the proposed changes to the City's Municipal Code, which broadly serve to change permit processing procedures and clarify distinctions between land uses, may have a significant effect on the environment.

WHEREAS, the proposed amendments will not be detrimental to the public interest, health, safety, convenience, or general welfare of the city.

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Campbell Municipal Code and Zoning Code.

WHEREAS, in consideration of the adoption of the subject Ordinance, the City Council provided due consideration of all evidence presented and provided in the entire administrative record.

THEREFORE, the City Council of the City of Campbell does ordain as follows:

Section 1. Title 5 (Business Licenses and Regulations), Title 10 (Vehicles and Traffic), and Title 21 (Zoning) of the Campbell Municipal Code are amended as set forth herein below.

Section 2. Campbell Municipal Code Section 5.04.010 (Designated) is hereby amended to read as follows with strikeouts (~~strikeouts~~) indicating deleted text.

5.04.010 - Designated.

Every person conducting businesses, professions and activities in the city, the primary nature of which is indicated in the following schedule, shall annually pay the license tax set opposite the same, based upon the average number of employees in such business, according to the following schedules, unless such business is otherwise specifically taxed by other provisions of this chapter:

Commercial:		
(Schedule I)	1 to 5 employees	$126.00
	6 to 15 employees	202.00
	16 to 50 employees	291.00
	51+ employees	583.00
Industrial and manufacturing:		
(Schedule II)	1 to 5 employees	$126.00
	6 to 50 employees	202.00
	51+ employees	349.00
Professional:		
(Schedule III)	1 to 3 employees	$126.00
	4 to 10 employees	233.00

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	11 to 50 employees	408.00
	51+ employees	583.00
Hotels:	$174.00 per year plus $3.00/room	
Live commercial entertainment:		$349.00
Marijuana Businesses:	7% of gross receipts per Chapter 5.12	
Massage Establishment:	1 to 3 employees	$126.00
	4 or more employees	$233.00
Massage Therapist:		$126.00
Mobile home parks and trailer courts:		$233.00 per year plus $2/unit
~~Occult science, including astrology, palmistry, phrenology, life reading, fortunetelling, cartomancy, clairvoyance, crystal gazing, mediumship, prophecy, augury, divination, magic or necromancy, when the person who conducts same demands or receives a fee for the exercise or exhibition of his art therein either directly or indirectly or as a gift or donation, or charges admission:~~		~~$349.00~~
Out-of-town business:		$101.00
Rental or income producing residences located on single or contiguous parcels of land:		$68.00 per year for the first unit plus $3.00 for each additional unit.
(Owners occupying one unit of a 3 or more unit building are entitled to a $3.00 exemption if said owner files an affidavit with the City claiming the exemption.)		
Taxicab or limousine service:		$126.00 per year plus $21.00 per vehicle
Theaters:		$466.00
Tow Services:		$58.00
Solicitors:		$349.00 per year

Section 3. Campbell Municipal Code Section 5.08.010 (Activities designated—Fees.) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text.

5.08.010 Activities designated—Fees.

No person shall conduct any of the following businesses and activities in the City without first securing a permit therefor from the City Council, or chief of police where otherwise specified by this Chapter, on written application filed therefor with the City Clerk, approved by the Chief of Police, the Chief of the Fire Department, and the Community Development Director. The application shall comply with the requirements of Section 5.08.020. The following are the activities regulated by this chapter and the license fee therefor:

(1) Fire and/or bankruptcy and/or wreck sale, first day $51.00

Each additional day, per day …..$25.00

(2) Grinding and/or sharpening knives, scissors, cutlery, lawn mowers, etc., when the person conducting such business travels from place to place by vehicle or on foot, per year ....._$25.00

~~(3) Hypnotism, per year…..$466.00~~

(34) Itinerant medicine vendor, street vendor, temporary vendor and/or peddler, per day…..$30.00

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(45) Pawnbroker, per year…..$349

~~(6) Used motor vehicle dealer—Same as Commercial per Municipal Code Section 5.04.010.~~

~~(7) Billiard and/or pool room, per year…..$233.00~~

(58) Dancehall, public dances, per year…..$102.00

~~(9) Mechanical amusement device and contraptions and vending machines — See Section 5.08.080.~~

Section 4. Campbell Municipal Code Chapter 5.08.020 (Contents of applications.) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

5.08.020 Contents of applications.

The written application provided for in Section 5.08.010 for any activities, businesses and trades enumerated in Section~~s~~ 5.08.010 ~~and 5.28.010~~ shall set forth the following:

(1) The name and address of the applicant;
(2) The name and address of the person by whom employed, if any;
(3) The nature of the business for which a permit is requested and the number of persons to be employed, both male and female;
(4) Where applicable, a brief description of the nature and amount of equipment to be used in such business;
(5) The place where such business is to be conducted;
(6) The personal description of the applicant;
(7) The applicant shall also be required to furnish evidence of his identity, of such character as the City ~~Council~~ may require, and shall also be required to furnish his fingerprints and thumbprints;
(8) All applications must be accompanied by any and all license fees prescribed by this Title, as well as any and all applicable regulatory fees as set by City Council resolution to defer the cost of any applicable regulatory program to which the activity, business or trade is subject, and shall be filed with the City Clerk. Such applications shall be reviewed by the Chief of Police, Chief of the Fire Department and the Building and Zoning Enforcement Officers, who shall submit their findings to the City Council~~-~~, or chief of police where otherwise specified by this Chapter, to assist ~~the council~~ in determining whether or not the application shall be granted or denied.

The decision-making body~~City Council~~, on granting a permit, may impose such conditions as it finds reasonable. The decision-making body~~City Council~~ may deny a permit if it finds that the activity applied for or the location thereof will create a public nuisance.

Section 5. Campbell Municipal Code Section 5.08.080 (Amusement Devices) is hereby deleted in its entirety and noted as Reserved.

Section 6. Campbell Municipal Code Section 5.10.090 (Receiving goods, etc., from intoxicated persons) is hereby deleted and replaced as follows with underlining (underlining) indicating new text:

5.10.090 Hours in which business shall be carried on.

No person shall engage in, conduct, manage, or carry on the business of a pawnshop or a secondhand dealer between the hours of nine p.m. and eight a.m. of the following day.

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

Section 7. Campbell Municipal Code Section 5.10.110 (Hours in which business shall be carried on.) is hereby deleted and replaced as follows with underlining (underlining) indicating new text:

5.10.110 Receiving goods, etc., from intoxicated persons.

No person licensed pursuant to this chapter, or his manager, or his employee shall take or receive any goods, articles, or thing for any person who is in an intoxicated condition.

Section 8. Campbell Municipal Code Section 5.10.130 (Issuance of license) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

5.10.130 Issuance of license.

An individual, partnership or corporation may be granted by the chief of police, or duly authorized agent or designee of the chief of police,~~city council~~ a license to be both a pawnbroker and a secondhand dealer.~~, but the~~ The chief of police, or duly authorized agent or designee of the chief of police,~~city council~~ may revoke, suspend or deny an individual to be licensed as a pawnbroker, but continue as a secondhand dealer, or revoke, suspend or deny both types of licenses.

Section 9. Campbell Municipal Code Chapter 5.24.010 (Regulating and licensing in public places.) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

5.24.010 Regulating and licensing in public places.

(a) Live entertainment in bars, taverns, cocktail lounges, restaurants, recreational parks, theaters, cafes, cabarets, banquet facilities, rental halls or other public places not employing nude or seminude persons therefor may be permitted by the chief of police ~~city council~~ upon written application pursuant to the provisions of Section 5.24.030. The City Council shall by resolution establish the regulatory fee to be paid upon application for this permit.

The permit shall be non-transferable.

(b) For the purpose of this section, live entertainment is defined as entertainment provided by bands, instrumentalists, disk jockeys, dancers, raconteurs, pantomimists, prestidigitators, magicians, vaudevillians, acrobats, actors and theatrical performers, pageants, or contests involving audience participation, including acts in which animals, exotic or otherwise, are used. The use of animals, exotic or otherwise, shall be subject to the provisions of Title 7 of this code.

(c) The following uses are specifically exempted from this section:

(1) Shows and entertainments, theatrical, musical and vocal presentations, and other live performances conducted by schools, colleges, churches, lodges and private clubs themselves on their own premises, and those conducted and sponsored by civic groups in supervised municipal parks;

(2) Live entertainment conducted in a pedestrian-oriented activity in the CB-MU (Central Business Mixed-Use)~~C-3 (Central Business District)~~ zoning district, provided that such entertainment satisfies the requirements stated in Section 21.11.060.E (Standards for live entertainment in the Central Business Mixed-Use zoning district)~~Section 21.10.060.F (Standards for live entertainment in the C-3 zoning district)~~.

(3) Live entertainment conducted in conjunction with an approved temporary use permit in compliance with Chapter 21.45 (Temporary use permits).

(4) Live entertainment approved through a zoning clearance for Special Events on sites subject to a master use permit authorized by Section 21.14.030.C (Master use permit).

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

Section 10. Campbell Municipal Code Chapter 5.24.030 (Application for permit.) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

5.24.030 Application for permit.

(a) Contents. All applications shall include the following information:

(1) If the applicant is an individual, the individual shall state his or her legal name, including any aliases, address, and submit satisfactory written proof that they are~~he or she is~~ at least eighteen years of age;
(2) If the applicant is a partnership, the partners shall state the partnership's complete name, address, the names of all partners, whether the partnership is general or limited, and attach a copy of the partnership agreement, if any;
(3) If the applicant is a corporation, the corporation shall provide its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of California, the names and capacity of all officers and directors, the name of the registered corporate agent and the address of the registered office for service of process;
(4) If the applicant is an individual, they~~he or she~~ shall sign the application. If the applicant is other than an individual, an officer of the business entity or an individual with a ten percent or greater interest in the business entity shall sign the application;
(5) If the applicant intends to operate under a name other than that of the applicant, the applicant shall file the fictitious name and show proof of registration of the fictitious name;
(6) A description of the type of live entertainment for which the permit is requested and the proposed address where the live entertainment will be offered, plus the names and addresses of the owners and lessors of the site of the live entertainment;
(7) The address to which notice of action on the application is to be mailed.

(b) Submission of the Application. The application shall be submitted to the chief of police or ~~his~~ designee for review. If the police chief or their ~~his~~ designee determines that the applicant has completed the application improperly, or otherwise deems the application to be incomplete, the police chief shall, within ten days of receipt of the original application, notify the applicant of such fact and, on request of the applicant, grant the applicant ten days or less to submit a complete application. In addition, the applicant may request an extension, not to exceed ten days, of the time for the police chief or their ~~his~~ designee to determine the completeness of the application. The time period for granting or denying a permit shall be stayed during the period in which the applicant is granted an extension of time.

(c) Investigation by Chief of Police. Upon receipt of a completed application and payment of all application and permit fees, the police chief or their ~~his~~ designee shall immediately stamp the application as received and promptly investigate the information contained in the application. Within thirty days from the receipt of a completed application, the chief of police or their~~his~~ designee shall complete a report~~schedule a hearing for the next regularly scheduled meeting of the city council, and forward a report to the council~~ summarizing the results of the investigation.

(d) Action by the Chief of Police~~City Council~~. ~~At the hearing on the application, the city council~~ The chief of police shall grant the application unless it makes one or more of the following findings:

(1) An applicant is under eighteen years of age;
(2) The required application fee has not been paid;
(3) The applicant, his or her employee, agent, partner, director, officer, shareholder or manager has knowingly made any false, misleading or fraudulent statement of material fact in the application;
(4) The proposed use would constitute a violation of a provision of this code, or other applicable law;
(5) An applicant has been convicted of a felony or crime of moral turpitude;
(6) The proposed operation would result in a public nuisance as defined in this code, or Section 370 of the California Penal Code.

(e) Conditions of Approval. If the chief of police~~city council~~ grants the application, it may place such conditions on the exercise of the permit as the chief of police~~council~~ determines to be reasonably necessary to ensure that the operation will conform to the requirements of this code and all other applicable laws.

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~~(f) Continuance of Hearing. The applicant may stipulate to allow the city council to continue the hearing to another meeting.~~

(f)~~(g)~~ Written Findings. The chief of police~~city council~~ shall prepare~~adopt~~ written findings in support of its decision.

(g) Decision. The chief of police, or their designee, shall notify the applicant by mail within five days of its decision.

(h) Referral to the City Council. If the chief of police finds that granting the application may have a substantial effect on the surrounding area or is of sufficient size to warrant the consideration of the city council, the chief of police may refer the application to the city council for a decision.

Section 11. Campbell Municipal Code Chapter 5.24.035 (Appeal.) is hereby added as follows with underlining (underlining) indicating new text:

5.24.035 Appeal.

Any person whose application is disapproved by the chief of police shall have the right to appeal from such disapproval to the city council. Such appeal shall be taken by filing with the city council a notice of such appeal no later than ten days after the mailing of the notice of disapproval by the chief of police. Said appeal shall be heard by the city council within fifteen days from and after the filing of the notice of appeal. After the council has heard the appeal it may either overrule or affirm the action taken by the chief of police. If it overrules the chief of police, he shall thereupon issue the permit to the applicant.

Section 12. Campbell Municipal Code Chapter 5.28 (Pool and Billiard Halls) is hereby deleted in its entirety and noted as Reserved.

Section 13. Campbell Municipal Code Chapter 5.29 (Bingo) is hereby deleted in its entirety and noted as Reserved.

Section 14. Campbell Municipal Code Chapter 5.30 (Arcades and Mechanical Amusement Devices) is hereby deleted in its entirety and noted as Reserved.

Section 15. Campbell Municipal Code Chapter 5.40 (Taxicabs) is hereby deleted and replaced as follows with underlining (underlining) indicating new text:

Chapter 5.40

TAXICABS

5.40.010 Purpose.

The purpose of this chapter is to protect the public health, safety and welfare by adopting appropriate regulations in regard to taxicab transportation service as required by Government Code Section 53075.5.

5.40.020 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings set forth below:

(1) "Driver" means any person in charge of or driving any taxicab, either as owner, independent contractor, lessee, agent, employee, or otherwise under the direction of the owner.

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(2) "Owner" means the person who, or the firm, association or corporation, which is registered with the Department of Motor Vehicles of the state of California as the owner of a vehicle or vehicles used in the transportation of persons for compensation, or who has a legal right to possession of such vehicle pursuant to a lease or rental agreement, or who contracts with the driver of such vehicle who is the registered owner or has legal right to possession of the vehicle. The act or omission of any owner's officer, agent, employee or independent contractor, or of any driver whose services are engaged by any of the above, is for all purposes the act or omission of the owner operating the taxicab business regulated by this chapter.

(3) "Permit officer" means a duly authorized agent or designee of the police chief of the City of Campbell.

(4) "Taxicab" means any public passenger motor vehicle engaged in the business of transportation of passengers for hire over the public streets of the City of Campbell and not over a definite route, upon a fixed schedule, or for a fixed rate, regardless of distance traveled. "Taxicab" shall not include a drive-yourself vehicle, hearse, ambulance, or bus operated over a fixed route.

(5) "Taxicab business, operation or service" means any business, operation, or service pursuant to which taxicabs are made available for hire or receiving passengers in a taxicab. It does not include transportation services owned and operated by a public agency.

(6) "Taximeter" means an instrument or device attached to a taxicab by which the fare authorized for the hire of such taxicab is accurately, mechanically or electronically calculated on the basis of initial charge, distance traveled and/or waiting time, or any combination thereof, which fare shall be indicated upon the taximeter by means of legible figures in dollars and cents.

5.40.030 Owner's permit required.

A. It is unlawful for any person to engage in the taxicab business, operation or service that will receive passengers from trips originating within the city, unless the owner of the taxicab applies for and obtains an owner's permit, as provided in this chapter. An owner of a vehicle for hire in the city shall also be required to apply to obtain a driver's permit if the owner is also a taxicab driver as provided in this chapter.

B. The police department shall administer the application process for a taxicab owner's permit.

C. Each application for a taxicab owner's permit shall be in writing, duly certified under oath, and it, together with a copy thereof, shall be filed with the permit officer.

D. Fees. All applications for a taxicab owner's permit shall be filed with the permit officer and shall be accompanied by a nonrefundable fee in an amount established by city council resolution. Renewal applications for a taxicab owner's permit shall also be filed with the permit officer. The fees provided for in this chapter are in addition to, and not in lieu of, the business license taxes assessed pursuant to Chapter 5.04.

5.40.040 Owner's Permit Application – Annual Permit Renewal.

A. An application for a taxicab owner's permit under this chapter shall be made upon such forms as may be prescribed by the permit officer, and shall contain at a minimum:

1. The name(s), residence and business addresses of the applicant, including all members of any firm or partnership, or all officers and directors of any corporation, applying;

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2. The trade or other fictitious business name, if any, under which the applicant does business or operates, and/or proposes to do business or operate;

3. The training and experience of each applicant in the business, operation and service of transportation of passengers;

4. A description of each taxicab which will be operated as part of the owner's taxicab business, operation or service, including the make, model, year of manufacture, vehicle identification number, current state license number, length of time the taxicab has been in use, and the color scheme, insignia, name, taxicab number, and monogram or other emblem to be used to designate each taxicab;

5. Proof of insurance meeting the requirements of Section 5.40.080 of this chapter;

6. A certificate indicating that each taxicab has been inspected by a facility authorized by the state of California and confirming that each taxicab has operational brakes, safety restraints, interior lighting, exterior lighting, doors and windows, and that the vehicle is in a safe mechanical condition;

7. Evidence that the owner or driver is the registered owner of each taxicab to be operated under the owner's permit, or that the owner or driver has a legal right to possession of such vehicle pursuant to a lease or rental agreement;

8. A list of all other jurisdictions in which the owner is currently permitted or licensed to operate each taxicab or where the owner currently has a permit or license application pending to operate each taxicab;

9. Whether or not any owner's permit held by the applicant(s) has or have been revoked by the city or any other jurisdiction, and if so, the circumstances of such revocation(s);

10. The past criminal record of the applicant;

11. A list of all drivers operating the owner's taxicabs;

12. A certificate of accuracy from the Santa Clara County Department of Weights and Measures for all taximeters in taxicabs to be operated by the owner or his or her agent, lessee, or employee, obtained within one year of the application;

13. A written customer complaint policy setting forth the procedure that the owner will employ to receive, investigate and resolve customer complaints concerning taxicab service. The policy shall be in a form that will be made available to members of the public;

14. Mandatory controlled substance certification from an authorized testing facility or provider as required by Section 5.40.130 of this chapter; and

15. Any other information, which the permit officer may deem necessary in support of the public health, safety and welfare.

B. Completed applications for a taxicab owner's permit shall be filed with the permit officer who shall conduct a background investigation of each owner and make a written determination whether to grant or deny the owner's permit within ninety days after the filing of the application, or as soon thereafter as is reasonably possible.

C. Unless earlier suspended or terminated as provided in this chapter, each permit shall be in effect for one year and shall be renewed only upon the filing by the permit holder, and approval by the permit officer, of a permit renewal application, which shall contain the same information and be reviewed on the same bases as an original application.

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D. The sale or transfer of a company will require the new owner to apply for a new permit in accordance with this chapter.

E. If the taxi service for which a permit is granted under this chapter is discontinued for a period of forty-five days, any permit granted under this chapter shall be automatically cancelled and shall be reissued only by a new application in accordance with the provisions of this chapter.

5.40.050 Denial of Owner's Permit Applications.

A. The permit officer may deny any owner's permit application on any of the following grounds:

1. There is a reasonable cause rendering the proposed operation undesirable or inadequate for the city;

2. The application fails to satisfy any of the requirements set forth in Section 5.40.040.

3. The vehicle proposed to be operated is inadequate or unsafe, or it appears that the applicant lacks the financial ability to provide the proposed service in a safe and continuous manner;

4. The applicant has been convicted of a felony or the violation of a narcotic law or any penal law involving moral turpitude; or has been found to have violated the provisions of this chapter; or has been convicted of committing or attempting to commit any type of consumer fraud or unfair practices; or has had a similar permit revoked in any city, county or state for cause; or has been found to have violated this code.

5. The proposed name of the company, color scheme or characteristic insignia will tend to confuse the identification of the vehicles proposed to be operated with those of another owner operating in the city; or

6. The owner has failed to provide required information, omitted relevant information, or provided false information on the written application or otherwise during the application process.

7. The applicant has failed to pay when due all applicable fees and taxes imposed by the city.

5.40.060 Additions and substitutions.

A. Any owner holding a permit to operate one or more taxicabs, as provided in this chapter, who desires to add to the number of such vehicles shall do so only upon obtaining permission from the permit officer, which shall be granted only upon application made in the same manner and under the same proceedings as are required in this chapter for obtaining a new permit.

B. Any owner holding a permit to operate one or more taxicabs, as provided in this chapter, who desires to substitute a different vehicle for a vehicle operated under such permit, shall do so only upon obtaining permission from the permit officer, which shall be granted only upon written application setting forth the particulars of such proposed substitution, and upon otherwise complying with the requirements of this chapter.

C. The permit officer shall have the same authority in granting or denying such application for permission to add or substitute a vehicle as is prescribed in this chapter for granting or denying an owner's permit application.

5.40.070 Liability Insurance Policy.

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

A. It is unlawful for any owner to drive or operate, or cause or permit to be driven or operated, any vehicle for hire in the city unless such owner has filed with the Campbell police department applicable written insurance certificate(s) and endorsements, as specified in this chapter and by the permit officer, evidencing that any and all vehicles for hire which may be driven or operated under any permit granted to such owner, and all liability for bodily injury and property damage relating to the taxicab business, operation or service are covered under liability policy(ies) which satisfy the requirements in this chapter.

B. Insurance policies shall be submitted to the permit officer for approval prior to issuance of a taxicab owner's permit. The liability policies shall be issued by responsible and solvent corporations authorized to issue insurance policies under the laws of the State of California. The certificates and endorsements shall confirm that the policies are in full force and effect at all times for any occurrences during the permit period.

C. Any cancellation of the policy by the insurance company or the owner of the company without immediate replacement by the owner may result in a suspension or revocation of the taxicab owner's permit. The Campbell police department shall be listed on the insurance document as the certificate holder. The falsification of any insurance certificate by or on behalf of any taxicab owner or the failure to maintain the required liability insurance coverage in full force and effect at all times shall be grounds for revocation of the taxicab owner's permit.

5.40.080 Insurance Requirements.

A. The holder of a taxicab owner's permit, at taxicab owner's sole cost and expense, shall obtain and maintain throughout the term of the taxicab owner permit, or any renewal thereof, the insurance requirements as may be required by city and any laws of the State of California.

B. The insurance requirements shall be referred to in and made a part of the application for a taxicab owner's permit. The permit officer shall notify in writing all applicants or holders of taxicab owner's permit of any modifications of the insurance requirements.

C. All policies and coverages required by this section are subject to approval by the risk manager as to content and form. No permit newly issued or renewed shall be valid until such approval is issued in writing by the risk manager.

D. A true, certified and correct copy of the entire policy, including copies of all endorsement made a part thereof, shall be mailed to the Risk Manager, City of Campbell, 70 N. First Street, Campbell, California 95008, directly from the authorized agent, broker or insuring company for each policy required under this chapter. All policies shall be on file and effective at the time the taxicab owner's permit is issued or renewed.

E. If at any time the entire insurance policy or any portion thereof expires without immediate proof of renewal, the taxicab owner's permit shall be immediately suspended. The permit officer is hereby authorized to enforce such suspension upon receiving written notice from the risk manager that no proof of renewal or reinstatement has been submitted by the holder of a taxicab owner permit.

F. If at any time in the judgment of the risk manager and/or the permit officer, said policies or coverages are not sufficient for any cause or reason, the risk manager and/or the permit officer may require the holder of a taxicab owner permit to replace said policies or coverages within ten business days with other policies or coverages acceptable in accordance with this section. If the holder of a taxicab owner permit fails to do so, the taxicab owner permit shall be automatically suspended at the expiration of the ten-day period until such time as said policies or coverages are properly replaced.

G. The taxicab owner's permit issued under this chapter shall be automatically revoked upon the cancellation of the insurance policies or coverages required under this section. The reinstatement of insurance policies or coverages

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after a third cancellation within a twelve-month period shall not obligate the city to renew the taxicab owner permit upon request to do so.

H. Prior to the issuance of a taxicab license, and at the annual renewal thereof, the applicant or holder of a taxicab license shall submit to the risk manager a signed agreement to indemnify, hold harmless and defend the City of Campbell, its officers, employees and agents, in a form approved by the city attorney.

5.40.090 Driver's permit.

A. It is unlawful for any driver to operate any vehicle for hire in the city without a valid permit to do so as provided in this chapter.

B. The police department shall administer the application process for taxicab drivers' permits.

C. Each application for a driver's permit shall be in writing, duly certified under oath, and it, together with a copy thereof shall be filed with the permit officer.

D. All applications for a driver's permit shall be accompanied by a nonrefundable fee in an amount established by city council resolution. Renewal applications for a driver's permit shall also be filed with the permit officer. The fees provided for in this chapter are in addition to, and not in lieu of, the business license taxes assessed pursuant to Chapter 5, if applicant is to be engaged under contract by the taxicab owner as an independent contractor and is not an employee.

5.40.100 Driver's Permit Application – Annual Permit Renewal.

A. An application for a taxicab driver's permit under this chapter shall be made upon forms prescribed by the permit officer, and shall contain at a minimum:

1. The name, current address and telephone number of the applicant;

2. Two passport-size photographs taken within the past three months of the applicant depicting front and side views;

3. Current copies of any and all driver's licenses issued to the applicant;

4. Submit fingerprint and file such record in the Police Department Bureau of Identification and with city police department;

5. The training and experience of the applicant;

6. The name and address of each of the driver's employers during the preceding three years;

7. A list of all other jurisdictions in which the applicant is currently permitted or licensed to operate a taxicab or where the driver currently has a permit or license application pending to operate a taxicab;

8. Whether or not a vehicle for hire driver's permit issued to the driver by the city or any other jurisdiction has ever been revoked and, if so, the circumstances of such revocation;

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9. The name and address of the owner by whom the driver is to be employed or engaged under contract as a taxicab driver;

10. The endorsement by the owner, by whom the applicant is to be employed or engaged under contract as a taxicab driver, on the application stating that the applicant has acquired proficient knowledge of the traffic laws of the State of California and the City of Campbell, and of the streets of the City, and to safely operate a public transportation vehicle in the City;

11. Proof of employment, an offer of employment, an independent contractor agreement, or an application to lease as a taxicab driver within the City of Campbell;

12. Proof of insurance, as required by Section 5.40.080.

13. Mandatory controlled substance certification as required by Section 5.40.130 of this chapter of a current negative test for alcohol and for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations from the driver's employer. Self-employed independent drivers shall have test results reported directly to the permit officer from an authorized testing facility or provider.

14. Any other information, which the permit officer may deem necessary in support of the public health, safety and welfare.

B. An application shall be deemed incomplete and an application will not be considered by the permit officer until all the information required by subsection A of this section is contained in the applicant's driver's permit application.

C. An applicant may meet the requirements of this section by filing with the permit officer, a copy of any application filed with any other California jurisdiction requiring substantially the same information as required by this section, filed within 30 days of the date of the application with the City of Campbell.

D. A valid taxi driver permit issued by the County of Santa Clara, or any of the other cities within Santa Clara County within 30 days of driver's application to the City of Campbell may be accepted by the permit officer as evidence of compliance with this section.

E. Unless earlier suspended or terminated as provided in this chapter, each permit shall be in effect for one year and shall be renewed only upon the filing by the permit holder, and approval by the permit officer of a permit renewal application, which shall contain the same information and be reviewed on the same bases as an original application.

5.40.110 Denial of Driver's permit application.

A. The permit officer may deny any driver's permit application if it is determined that:

1. There are physical, mental or moral deficiencies of the applicant, or a criminal record, which, in the sound discretion of the chief of police or his or her designee, would render such applicant not competent to operate a vehicle for hire;

2. The permit officer, within the permit officer's sound discretion, determines that the driver is a negligent or incompetent operator of a motor vehicle;

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3. The driver's license of the applicant has been suspended or revoked or the driver is not in compliance with the provisions of this chapter and/or state or federal regulations governing the operation of a motor vehicle;

4. The driver has received a positive result in any random test for controlled substances or alcohol within the prior twelve calendar months;

5. The granting of such permit would be in violation of any law or would endanger the public health, safety or welfare;

6. The driver is under the age of eighteen; or

7. The driver failed to provide required information, omitted relevant information, or provided false information on the written application or otherwise during the application process.

5.40.120 Termination of driver.

Upon termination of employment or termination of the independent contractor relationship of a taxicab driver:

A. The taxicab driver's permit shall become immediately void;

B. The taxicab driver shall return the driver's permit to the city within three calendar days of the termination; and

C. The taxicab owner shall notify the city that the driver's employment has terminated within three calendar days of the termination.

5.40.130 Alcohol and controlled substance testing.

A. No owner's permit shall be issued or renewed unless the holder at the time of permit issuance or renewal files with the permit officer a certification that the holder maintains a mandatory controlled substance and alcohol testing certification program conforming to Parts 40 and 382 of Title 49 of the Code of Federal Regulations and California Government Code Section 53075.5 for all drivers of vehicles operated under the certificate.

B. No driver's permit shall be issued or renewed unless the holder at the time of the permit issuance or renewal files with the permit officer certification that the driver of a taxicab operated under the permit has tested negatively for controlled substances and alcohol under a mandatory controlled substance and alcohol testing certification program conforming to Parts 40 and 382 of Title 49 of the Code of Federal Regulations and California Government Code Section 53075.5. Driver permit applicants who test positively pursuant to the certification program referenced in this section shall be ineligible to apply again for a driver's permit during the five-year period following the positive test. Driver permit renewal applicants who have tested positively pursuant to random alcohol/controlled substance testing shall not be eligible to apply for their driver's permit renewal until they have successfully completed an accredited substance abuse program in accordance with Government Code Section 53075.5.

C. Costs. The taxicab owner shall pay the costs of taking an alcohol/controlled substance test of an employee. The taxicab driver shall pay the costs of taking an alcohol/controlled substance test of a self-employed and independent taxicab driver.

D. Reporting. The written results of the alcohol/controlled substance test of an employee driver or of a self-employed independent driver who has executed a release in favor of the taxicab company shall be delivered to the

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taxicab owner/company. The taxicab owner/company shall immediately forward copies of the written results to the permit officer.

E. Tests from Another Jurisdiction. A test taken to obtain a driver's permit in another jurisdiction shall be accepted as though conducted as part of the permit renewal process for the City of Campbell for up to one year from the date the test was taken. The prior test shall apply only for purposes of renewing a driver's permit, so long as the driver has not tested positive thereafter. However, a negative result from a test taken for another jurisdiction shall not satisfy the pre-employment testing requirements to receive an initial permit as imposed by this chapter.

5.40.140 Permit renewal.

Renewal of any permit issued pursuant to this chapter shall require the conformance with all of the requirements of this chapter for original permit applications, except that an owner's permit may be renewed without a new finding of public convenience and necessity or as otherwise noted. The taxicab owner's permit and taxicab driver's permit shall be renewed annually.

5.40.150 Appeals.

Any interested party, including the applicant, may appeal the decision of the permit officer to issue or deny a driver's permit. The appeal shall be made in writing to the city clerkl within 15 business days of the permit officer's decision; and shall be heard by the city council. The decision of the city council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6.

5.40.160 Permit Suspensions or Revocations.

A. The permit officer shall have the power to suspend or revoke any taxicab owner's permit or taxicab driver's permit issued under this chapter for any of the reasons for which an application for such a permit may be denied.

B. If, pursuant to a random drug or alcohol screening test, the holder of an owner's permit or driver's permit should test positive, the permit officer, in accordance with Section 5.40.170, shall suspend the permit holder's permit on an emergency basis. The suspension shall remain in effect until the permit holder has satisfactorily complied with all requirements imposed by the permit holder's substance abuse professional (SAP). If the same permit holder should subsequently test positive pursuant to a subsequent drug or alcohol screening test, the permit holder's permit shall be revoked and the permit holder shall be ineligible to again apply for a permit for at least five years following the positive test.

C. Notice. The permit officer may suspend or revoke a taxicab owner's permit or taxicab driver's permit only after providing notice to the permit holder and providing reasonable time for compliance; however, the permit officer may summarily revoke a taxicab driver's permit upon notification from the Department of Motor Vehicles that such driver's California driver's license has expired or has been suspended or revoked, or that the driver has been convicted of a crime affecting public health, safety or welfare. If a permit is suspended or revoked, the permit officer shall prepare written findings regarding the reason(s) for the suspension or revocation.

D. Appeals. Any interested party, including the permit holder, may appeal the decision of the permit officer to suspend or revoke an owner's or driver's permit. The appeal shall be made in writing to the city clerk within 15 business days of the permit officer's decision; and shall be heard by the city council. The decision of the city council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6. Except for permits revoked pursuant to Section 5.40.160. B, the permit, which is the subject of an appeal, shall remain in effect pending appeal.

E. Upon service by mail or in person of a final administrative decision ordering suspension or revocation of a taxicab owner's permit, such owner's taxicab business, operation and service in the City of Campbell shall cease

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immediately. Upon service by mail or in person of a final administrative decision ordering suspension or revocation of a taxicab driver's permit, that driver shall immediately cease to drive a taxicab in the City of Campbell and surrender the permit to the permit officer.

F. Nothing herein shall preclude the permit officer's immediate suspension of a taxicab owner's permit or a taxicab driver's permit upon determination by the permit officer that the public health or safety so requires.

G. The permit officer shall determine the length of any suspension or revocation and, in making this determination shall base his or her decision on all extenuating and mitigating factors deemed appropriate including, but not limited to, the nature and gravity of the offense.

5.40.170 Emergency suspension.

A. The permit officer may issue an order suspending a taxicab owner's permit or a taxicab driver's permit for a period not exceeding ten days without having conducted a hearing therefore, if the permit officer determines that the continued use of the permit will cause immediate hazard to the public safety, health or welfare.

B. Within ten days of the effective date of the emergency suspension order, the permit officer shall hold a hearing for the owner or driver to show cause why the permit should not be suspended or revoked.

C. The order issued by the permit officer under subsection A of this section shall also contain a notice of the hearing setting forth the date, time and place of the hearing.

D. Emergency suspensions made pursuant to Section 5.402.160.B which are upheld at the show cause hearing shall remain in effect until the permit holder has satisfactorily complied with all requirements imposed by the permit holder's substance abuse professional (SAP).

5.40.180 Transfer of permits.

Neither a taxicab owner's permit nor a taxicab driver's permit issued pursuant to this chapter shall be transferable or assignable in any manner whatsoever.

5.40.190 Rates and Fares.

A. The city council may, but is not required to establish or, once established, amend maximum taxicab rates and fares m by resolution adopted after a duly noticed public hearing.

B. Before any action by the city council is taken to establish or amend maximum rates and fares, each person holding a taxicab owner's permit issued by the City of Campbell, shall be given 30 days mailed written notice thereof and an opportunity to be heard by the city council.

C. The maximum rate and fare schedule adopted or amended by the city council may include a discount rate and fare schedule for senior citizens.

D. Prior to considering any adjustment to the maximum rate and fare schedule, the city council may require each taxicab owner possessing an owner's permit to submit for city review an audited financial statement for the prior year's business operations reflective of income earned and expenses incurred by the taxicab owner which are specifically attributable to the taxicab owner's taxicab operations as distinguished from other business operations in which the taxicab owner may be engaged. Should a taxicab owner initiate a rate/fare adjustment request, the request shall be in writing, state the basis for the request, and be accompanied by an audited financial statement of the type described in this chapter.

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5.40.200 Accurate taximeter and rate schedule required.

A. Regardless of whether the city council establishes maximum rates or fares, all owners or operators of taxicabs shall register its rates and fares in a schedule filed with the police department. No owner or operator shall charge or receive any other or different fare for the use of such taxicabs than that specified in such fare schedule.

B. The taxicab business, operation or service shall disclose fares, fees, or rates to the customer. A permitted taxicab business, operation or service may satisfy this requirement by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request by the customer.

C. The taxicab company shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, within an application of a mobile telephone, device, or other Internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

D. No taxicab owner shall drive or operate or allow another to drive or operate any of his or her taxicabs unless the taxicab is equipped with an operative and accurate taximeter as determined by the Santa Clara County Department of Agriculture/Weights and Measures.

E. The taximeter shall display the rate charged and the running total of each fare in full view of the passenger compartment.

D. Taximeters shall show compliance with Section 5.40.040.A.12.

5.40.210 Rules of operation and service.

A. Receipt. Every driver shall, upon request, give a correct written receipt upon payment of the fare.

B. Individuals with Disabilities. No driver shall discriminate against individuals with disabilities by actions including, but not limited to, refusing to provide service to individuals with disabilities who can use taxi vehicles, refusing to assist with the stowing of mobility devices, or charging higher fares or fees for carrying individuals with disabilities and their equipment than are charged to other persons.

C. Boarding and Discharge of Passengers. No passenger shall be received or discharged in the roadway, but shall be received or discharged as nearly as possible to the right-hand curb or right-hand side of the roadway where there is no curb, except on one-way streets, where passengers may be discharged at either the right-hand or left-hand curb or right-hand or left-hand side of the roadway where there is no curb.

D. Direct Route. Each driver employed to carry a passenger(s) to a definite point shall take the most expeditious route possible to the passenger's destination and by which the passenger will be transported safely, considering all factors affecting time and distance.

E. Obstructing Street Traffic. It is unlawful for any driver operating a taxicab to obstruct a street or otherwise impair traffic in the course of receiving or discharging passengers.

F. Identification of Company. The following identification shall be required for each taxicab and taxicab driver permitted to operate under this chapter:

1. The name of the taxicab company shall be affixed on both the driver's and the passenger's side of the taxicab in clear lettering of not less than three inches in height and no more than six inches in height;

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2. An individual number for each taxi of the taxicab company shall be affixed on both the driver's and the passenger's side, and rear-facing panel of the taxicab in clear lettering of not less than three inches in height and no more than six inches in height;

3. An operating light shall be affixed to the top of the roof, which shall be clearly visible from all sides of the taxicab, and which shall identify the vehicle as a taxicab; and

4. Taxicab drivers shall be in possession of, and have on their person in plain view a photo identification card identifying the taxicab driver by name and taxicab company at all times while on duty. The card shall contain a recent photograph of the driver and shall otherwise be in a form approved by the chief of police.

G. Notification of Drivers. No less often than annually, the owner shall notify all drivers in writing of the rules of operation and service described in this section, and shall obtain a written acknowledgement of receipt of the rules of operation and service.

5.40.220 Violations.

A. It is unlawful and a violation of this chapter to own a taxicab business, or otherwise conduct a taxicab business, operation or service, without a valid taxicab owner's permit issued by the City of Campbell.

B. It is unlawful and a violation of this chapter to operate a taxicab within the City of Campbell without a valid taxicab driver's permit issued by the City of Campbell.

Section 16. Campbell Municipal Code Section 5.50.135 (Temporary Uses) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

Approval of a special event permit may also include related activity occurring on private property without being subject to the permit requirements or standards of Chapter 21.45 (Temporary Uses)~~pursuant to Chapter 21.54, (Temporary Use Permits)~~.

Section 17. Campbell Municipal Code Section 10.08.100 (Sound truck permits.) is hereby deleted in its entirety and noted as Reserved.

Section 18. Campbell Municipal Code Section 21.10.030 (Commercial, Office, and Industrial Uses) is amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

21.10.030 Commercial, Office, and Industrial land uses.

The permissibility of land uses in Commercial, Office, and Industrial~~residential~~ districts shall be as specified by Table 2-5 (Land Use Table – Commercial, Office, and Industrial Zoning Districts) subject to the operational and locational standards contained in Article 3. Land uses that are listed as (P) are permitted and approved by issuance of a zoning clearance in compliance with Chapter 21.40 (Zoning Clearances). Land uses listed as (AC) may be allowed subject to the approval of an Administrative Conditional Use Permit and land uses listed as (C) may be allowed subject to the approval of a Conditional Use Permit, in compliance with Chapter 21.46 (Conditional use permits). ~~Land uses listed as (N/A) shall not be: (1) permitted; (2) allowed subject to approval of an Administrative Conditional Use Permit or Conditional Use Permit; or (3) prohibited unless otherwise specified.~~ Land uses listed as (X) and those not otherwise listed are prohibited and shall not be allowed. The list of land uses is organized by headers which themselves do not convey an intended land use.

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

Table 2-5
Land Use Table — Commercial, Office, and Industrial Zoning Districts

		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
	Manufacturing, Processing, and Storage						
1	Artisan products, small-scale assembly	X	P	X	P	P	
2	Building material stores/yards	X	X	X	X	C	
3	Chemical products	X	X	X	X	C	
4	Clothing products manufacturing	X	X	X	P	P	
5	Contractor's equipment yards	X	X	X	X	C	
6	Electronics and equipment manufacturing	X	X	X	P	P	
7	Food and beverage product manufacturing	X	X	X	P	P	
8	Furniture/cabinet shops	X	X	X	P	P	
9	Glass products manufacturing;	X	X	X	P	P	
10	Handicraft industries, small scale assembly	X	P	X	P	P	
11	Laboratories	X	X	X	X	P	
12	Laundries/dry cleaning plants	X	X	X	P	P	
13	Lumber and wood products, including incidental mill work	X	X	X	X	P	
14	Machinery manufacturing	X	X	X	P	P	
15	Metal products fabrication	X	X	X	P	P	
16	Outdoor storage	X	X	X	X	C	
17	Paper products manufacturing	X	X	X	P	P	
18	Pharmaceutical manufacturing	X	X	X	P	P	
19	Plastics and rubber products	X	X	X	P	P	
20	Printing and publishing	X	X	X	P	P	
21	Recycling facilities - processing facility	X	X	X	X	C	
22	Research and development	X	X	X	P	P	
23	Rug and upholstery cleaning	X	X	X	X	P	
24	Sign manufacturing	X	X	X	P	P	
25	Storage facilities (one facility per every five thousand people of the population)	X	X	X	X	C	
26	Textile products manufacturing	X	X	X	P	P	
27	Warehousing, wholesaling and distribution facility, incidental.	X	X	X	X	P	
28	Warehousing, wholesaling and distribution facility, primary.	X	X	X	X	P	
	Recreation, Education, Public Assembly						
29	Commercial child day care centers	C	C	C	X	X	Section 21.36.080
30	Commercial schools	C	C	X	X	X	
31	Community/cultural/recreational center	C	C	C	X	X	
32	Golf courses and golf driving ranges	X	C	X	X	X	
33	Libraries, public	P	P	C	X	X	
34	Membership organization facilities	X	X	C	X	X	
35	Miniature golf courses	X	C	X	X	X	
36	Museums, public	C	C	X	X	X	
37	Public assembly uses	C	C	C	X	C	
38	Studios, large	~~C~~	~~C~~	~~X~~	~~C~~	~~C~~	

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		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
	a. When studio uses occupy 10% or less of the gross non-residential floor area of a property or shopping center.[1]	P	P	X	C	C	
	b. When studio uses occupy 20% or less of the gross non-residential floor area of a property or shopping center.[1]	AC	AC	X	C	C	
	c. All others.	C	C	X	C	C	
39	Studios, small	~~C~~	~~C~~	~~X~~	~~C~~	~~C~~	
	a. When studio uses occupy 10% or less of the gross non-residential floor area of a property or shopping center.[1]	P	P	X	C	C	
	b. When studio uses occupy 20% or less of the gross non-residential floor area of a property or shopping center.[1]	AC	AC	X	C	C	
	c. All others.	C	C	X	C	C	
40	Schools—K-12, private	C	C	C	X	X	
41	Schools—K-12, public	P	P	P	X	X	
42	Tutoring centers, large~~, subject to Section 21.36.243~~	~~C~~	~~C~~	~~P~~	~~X~~	~~X~~	Section 21.36.243
	a. When tutoring uses occupy 20% or less of the gross non-residential floor area of a property or shopping center.	AC	AC	P	X	X	
	b. All others.	C	C	P	X	X	
43	Tutoring centers, small~~, subject to Section 21.36.243~~	~~C~~	~~C~~	~~P~~	~~X~~	~~X~~	Section 21.36.243
	a. When tutoring uses occupy 20% or less of the gross non-residential floor area of a property or shopping center.	AC	AC	P	X	X	
	b. All others.	C	C	P	X	X	
44	Universities/colleges, private	C	C	C	X	X	
45	Universities/colleges, public	P	P	X	X	X	
	Retail						
46	Alcohol sales, offsite	C	C	X	X	X	Section 21.36.142
47	Alcohol sales, onsite	C	C	X	X	X	Section 21.36.144
48	Alcohol sales, ancillary onsite						Section 21.36.145
	a. In conjunction with full service restaurants.	AC	AC	X	X	X	
	b. In conjunction with quick service restaurants or cafes.	C	AC	X	X	X	
	c. All others.	C	C	X	X	X	
~~46~~	~~Ancillary retail operations associated with a lawfully established use which occupy no more than twenty-five percent of the use's existing floor area.~~	~~X~~	~~X~~	~~X~~	~~X~~	~~C~~	
49 ~~47~~	Ancillary retail uses serving industrial uses	X	X	X	C	C	
~~48~~	~~Convenience markets/stores;~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
~~49~~	~~Department stores~~	~~X~~	~~C~~	~~X~~	~~X~~	~~X~~	

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		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
~~50~~	~~Furniture, furnishings, and equipment stores (greater than ten thousand square feet)~~	~~C~~	~~P~~	~~X~~	~~X~~	~~X~~	
~~51~~	~~Furniture, furnishings, and equipment stores (under ten thousand square feet)~~	~~C~~	~~P~~	~~X~~	~~X~~	~~X~~	
50 ~~52~~	Garden centers/plant nurseries	C	P	X	X	X	
51 ~~53~~	Gasoline stations	C	C	X	X	X	
52 ~~54~~	Grocery stores ~~(greater than ten thousand square feet)~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
	a. When the tenant space is less than 20,000 gross square-feet in area.	AC	AC	X	X	X	
	b. All others.	C	C	X	X	X	
~~55~~	~~Grocery stores (under ten thousand square feet)~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	
~~56~~	~~Hardware stores (greater than ten thousand square feet)~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
~~57~~	~~Hardware stores (under ten thousand square feet)~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	
~~58~~	~~Liquor establishments~~	~~C~~	~~N/A~~	~~X~~	~~X~~	~~X~~	
~~59~~	~~Liquor establishments (on-site consumption only);~~	~~N/A~~	~~C~~	~~X~~	~~X~~	~~X~~	
~~60~~	~~Liquor stores~~	~~C~~	~~N/A~~	~~X~~	~~X~~	~~X~~	
~~61~~	~~Liquor stores (off-site consumption only);~~	~~X~~	~~C~~	~~X~~	~~X~~	~~X~~	
~~62~~	~~Meat markets~~	~~P~~	~~X~~	~~X~~	~~X~~	~~X~~	
~~63~~	~~Music (recordings) stores~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
53 ~~64~~	Outdoor retail sales and activities	X	C	X	X	X	
54 ~~65~~	Pet stores	C	C	X	X	X	
~~66~~	~~Pharmacies/drug stores~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	
~~67~~	~~Pharmacies/drug stores, with drive-up service;~~	~~X~~	~~C~~	~~X~~	~~X~~	~~X~~	
55 ~~68~~	Retail stores, general merchandise~~;~~	~~P~~	~~P~~	~~X~~	~~X~~	~~X~~	
	a. When the tenant space is less than 10,000 gross square-feet in area.	P	P	X	X	X	
	b. When the tenant space is less than 20,000 gross square-feet in area.	AC	AC	X	X	X	
	c. All others.	C	C	X	X	X	
56 ~~69~~	Second hand/thrift stores with onsite acquisition	X	C	X	X	X	
57 ~~70~~	Shopping centers (greater than ten thousand square feet)	C	C	X	X	X	
58 ~~71~~	Shopping centers (under ten thousand square feet)	P	P	X	X	X	
59	Vending machines	P	P	X	X	X	

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
~~72~~							
~~73~~	~~Warehouse retail stores~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
	Entertainment						
60 ~~74~~	Arcades	C	C	X	X	X	Section 21.36.030
61 ~~75~~	Dancing and live entertainment	C	C	X	X	X	
62 ~~76~~	Drive-in theaters	X	C	X	X	X	
63 ~~77~~	Indoor amusement /entertainment/recreation centers	~~X~~	~~C~~	~~X~~	~~X~~	~~X~~	
	a. When the use occupies 10% or less of the gross non-residential floor area of a property or shopping center.[1, 2]	C	P	X	X	X	
	b. When the use occupies 20% or less of the gross non-residential floor area of a property or shopping center.[1]	C	AC	X	X	X	
	c. All others.	C	C	X	X	X	
64 ~~78~~	Nightclubs ~~with or without food service~~	X	C	X	X	X	
65 ~~79~~	Outdoor amusement/entertainment/recreation centers	X	C	X	X	X	
66 ~~80~~	Theaters, movie or performing arts	X	C	X	X	X	
	General Services						
67 ~~81~~	Adult day care facilities	X	C	X	X	X	
68 ~~82~~	Automated teller machines (ATM's)	P	P	X	X	X	
69 ~~83~~	Banks and financial services	P	P	X	X	X	
70 ~~84~~	Bed and breakfast inns (only in historic structures)	X	C	X	X	X	
~~85~~	~~Blueprinting shops~~	~~X~~	~~P~~	~~X~~	~~P~~	~~P~~	
71 ~~86~~	Business support service	X	X	X	P	P	
72 ~~87~~	Cat and dog day care facilities	X	C	X	X	C	
73 ~~88~~	Cat and dog grooming facilities	~~X~~	~~C~~	~~X~~	~~X~~	~~C~~	
	a. When cat and/or dog care, boarding, or grooming facilities cumulatively occupy 10% or less of the gross non-residential floor area of a property or shopping center.[1, 2]	C	P	X	X	C	
	b. When cat and/or dog care, boarding, or grooming facilities cumulatively occupy 20% or less of the gross non-residential	C	AC	X	X	C	

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
	floor area of a property or shopping center.[1]						
	c. All others.	C	C	X	X	C	
74 ~~89~~	Cat Boarding facilities	X	C	X	X	C	
75 ~~90~~	Catering business	X	X	X	X	C	
76 ~~91~~	Catering business, only when ancillary to a restaurant	P	P	X	X	X	
77 ~~92~~	Check cashing	X	C	X	X	X	
78 ~~93~~	Construction equipment rentals	X	X	X	X	C	
79 ~~94~~	Dog Boarding facilities	X	X	X	X	C	
80 ~~95~~	Dry cleaning	P	P	X	X	X	
81 ~~96~~	Equipment rental establishments	X	C	X	X	X	
82 ~~97~~	Health/fitness centers	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	Section 21.36.095
	a. When the tenant space is less than 10,000 gross square-feet in area.	AC	AC	C	C	C	
83 ~~98~~	Hotel	C	P	X	X	X	
84 ~~99~~	Laundromats, self-service	P	P	X	X	X	
85 ~~100~~	Massage establishments	X	C	C	X	X	Section 21.36.270
86 ~~101~~	Motel	C	P	X	X	X	
87 ~~102~~	Payday lender	X	C	X	X	X	
88 ~~103~~	Personal services, general	P	P	X	X	X	
89 ~~104~~	Personal services, limited	X	C	X	X	X	
90 ~~105~~	Photocopying	P	P	X	X	X	
91 ~~106~~	Photography studio/supply shop	P	P	X	X	X	
92 ~~107~~	Recycling facilities—Reverse vending machines~~, other than such machines with a permit issued pursuant to Section 21.36.245~~	C	C	X	X	X	
93 ~~108~~	Recycling facilities —~~-~~ large collection facility~~, other than such facilities with a permit issued pursuant to Section 21.36.245.~~	X	X	X	X	C	

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
94 ~~109~~	Recycling facilities—small collection facility~~, other than such facilities with a permit issued pursuant to Section 21.36.245~~	C	C	X	X	X	
95 ~~110~~	Repair and maintenance, consumer products	P	P	X	X	P	
96 ~~111~~	Sign shops	X	C	X	X	P	
~~112~~	~~Spa services~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
97 ~~113~~	Tanning studios	C	C	X	X	X	
98 ~~114~~	Veterinary clinics and animal hospitals	C	C	X	X	C	Section 21.36.250
99 ~~115~~	Video rental stores	C	C	X	X	X	
	Motor Vehicles, Trailers, and Watercraft						
100 ~~116~~	Marine sales (new and used), with/without service facilities	X	X	X	X	C	
101 ~~117~~	Motor vehicle~~-~~—~~-~~cleaning, washing, and detailing	X	C	X	X	C	
102 ~~118~~	Motor vehicle—dismantling	X	X	X	X	C	
103 ~~119~~	Motor vehicle—leasing	X	C ~~X~~	X	X	C	
104 ~~120~~	Motor vehicle~~—~~-oil change facilities	X	C	X	X	C	
105 ~~121~~	Motor vehicle—painting	X	X	X	X	C	
106 ~~122~~	Motor vehicle~~-~~—~~-~~parts and supplies (very limited maintenance/installation)	X	C	X	X	X	
107 ~~123~~	Motor vehicle—renting	X	C ~~X~~	X	X	C	
~~124~~	~~Motor vehicle—renting and leasing~~	~~X~~	~~C~~	~~X~~	~~X~~	~~N/A~~	
108 ~~125~~	Motor vehicle—repair and maintenance (minor and major/only within an enclosed structure)	~~X~~	~~X~~	~~X~~	~~X~~	~~C~~	Section 21.36.140
	a. When the tenant space is less than 10,000 gross square-feet in area.[2]	X	X	X	X	AC	
	b. All others.	X	X	X	X	C	
~~126~~	~~Motor vehicle—repair and maintenance (minor/only within an enclosed structure).~~	~~X~~	~~X~~	~~X~~	~~X~~	~~C~~	
109 ~~127~~	Motor vehicle~~—~~-sales ~~(new and/or used)~~	X	C	X	X	C	
110 ~~128~~	Motor vehicle—tune-up	X	X	X	X	C	
111 ~~129~~	Motor vehicle—tune-up—light duty only	X	X	X	X	C	
112 ~~130~~	Motor vehicle—window tinting	X	X	X	X	C	

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
113 ~~131~~	Trailer sales ~~(with or without service facilities)~~	X	X	X	X	C	
	Food Services						
114 ~~132~~	Banquet facilities	X	C	X	X	X	
115	Drive-in/drive-in service	C	C	X	X	X	
116 ~~133~~	Restaurants or cafes, quick service~~fast food (with or without drive-in service);~~	C	AC ~~C~~	X	X	X	
117 ~~134~~	Restaurants, full service ~~or cafes (excluding fast food or drive-ins)~~	P	P	X	C	C	
~~135~~	~~Restaurants with late night activities or banquet facilities~~	~~C~~	~~C~~	~~X~~	~~X~~	~~X~~	
	Medical Services						
118 ~~136~~	Ambulance service	X	P	X	X	P	
119 ~~137~~	Convalescent/rest homes	C	C	X	X	X	
120 ~~138~~	Hospitals	X	C	X	X	X	
121 ~~139~~	Medical services, clinics	~~C~~	~~C~~	~~C~~	~~C~~	~~X~~	
	a. When the use occupies 10% or less of the gross non-residential floor area of a property or shopping center.[1]	AC	P	P	C	X	
	b. When the use occupies 20% or less of the gross non-residential floor area of a property or shopping center.[1]	AC	AC	P	C	X	
	c. All others.	C	C	P	C	X	
122 ~~140~~	Medical services, extended care	C	C	X	C	X	
123 ~~141~~	Medical services, laboratories	X	C ~~P~~	C	C	C ~~X~~	
	Offices						
124 ~~142~~	Offices, professional~~;~~	P	P	P	AC	AC	
125 ~~143~~	Travel agencies	P	P	X	X	X	
	Transportation, Parking, and Communications						
126 ~~144~~	Alternative fuels and recharging facilities	AC ~~C~~	AC ~~C~~	AC ~~X~~	AC ~~X~~	AC ~~C~~	
127 ~~145~~	Broadcast and recording studios	C	C	C	C	C	
~~146~~	~~Light rail lines~~	~~X~~	~~X~~	~~X~~	~~X~~	~~P~~	
~~147~~	~~Light rail passenger terminals~~	~~P~~	~~P~~	~~X~~	~~P~~	~~P~~	
128 ~~148~~	Parking lots/structures, public	P	P	C	C	C	
129 ~~149~~	Radio or television transmitters	C	C	C	C	C	
130 ~~150~~	Radio stations	X	C	X	C	C	

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		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
131 ~~151~~	Satellite television or personal internet broadband dishes/antenna (less than 3 feet in diameter)	P	P	P	P	P	
132 ~~152~~	Towing services	X	X	X	X	C	Section 21.36.240
133 ~~153~~	Trucking/freight terminal	X	X	X	X	P	
134 ~~154~~	Wireless telecommunications facilities	May be allowed in compliance with CMC Chapter 21.34 (Wireless Communications Facilities)					Chapter 21.34
	Other Uses						
135 ~~155~~	Caretaker/employee housing	X	C	X	C	C	Section 21.36.040
136 ~~156~~	Emergency shelters; within parcels depicted by Figure II-63 (Parcels Allowing Emergency Shelters) of the City of Campbell Housing Element	P	P	P	P	P	Section 21.36.085
137 ~~157~~	Emergency shelters; outside parcels depicted by Figure II-63 (Parcels Allowing Emergency Shelters) of the City of Campbell Housing Element	C	C	X	C	C	Section 21.36.085
138 ~~158~~	Collection containers, small~~, subject to obtaining a permit pursuant to Section 21.36.245~~	P	P	X	P ~~X~~	P	Section 21.36.245
139	Collection containers, large	X	P	X	P	P	Section 21.36.245
~~160~~	~~Conversion, commercial converted from residence~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~	
~~161~~	~~Conversion, industrial converted from residence~~	~~X~~	~~X~~	~~X~~	~~X~~	~~C~~	
140 ~~162~~	Government offices and facilities (local, State or federal)	C	C	C	C	C	
141 ~~163~~	Late night activities	C	C	C	C	C	
142 ~~164~~	Drive-through/drive-up service/drive-up window ~~Outdoor active activities (e.g., drive-up windows)~~	X	C	X	X	X	
143 ~~165~~	Outdoor seating, when more than twelve total seats	AC	AC	X	X	X	
144 ~~166~~	Outdoor seating, when twelve total seats or less	P	P	X	X	X	
145 ~~167~~	Philanthropic collection trailers	C	C	X	X	X	
146 ~~168~~	Public utility service yards	X	X	X	C	X	
147 ~~169~~	Public utility structures and service facilities	C	C	X	C	C	
148 ~~170~~	Public works maintenance facilities and storage yards	X	C	X	C	C	

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		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
149 ~~171~~	Sexually oriented business ~~in compliance with Chapter 5.55 and section 21.35.205 of this Code.~~	X	X	X	X	P	Chapter 5.55 and Section 21.35.205
150 ~~172~~	Temporary uses	May be allowed in compliance with CMC Chapter 21.45 (Temporary Uses)					Chapter 21.45
~~173~~	~~The use of any building that was constructed as a residential structure for a commercial or office use~~	~~C~~	~~C~~	~~C~~	~~X~~	~~X~~	
151 ~~174~~	Transitional housing	C	C	X	X	C	
152 ~~175~~	Warehousing, wholesaling and distribution facility, incidental (less than fifty percent of floor area);	X	X	X	P	X	
	Expressly Prohibited Uses						
153 ~~176~~	Any business that includes smoking tobacco on site (e.g., smoking lounges, hookah lounges, etc.)	X ~~N/A~~	X ~~N/A~~	X ~~N/A~~	X	X	
154 ~~177~~	Any use inconsistent with state or federal law	X	X	X	X	X	
155 ~~178~~	Any use which is obnoxious or offensive or creates a nuisance to the occupants or commercial visitors of adjacent buildings or premises by reason of the emissions of dust, fumes, glare, heat, liquids, noise, odor, smoke, steam, vibrations, or similar disturbances	X	X	X	X	X	
156 ~~179~~	All incineration	X ~~N/A~~	X ~~N/A~~	X ~~N/A~~	X	X	
~~180~~	~~Storage of commercial and industrial vehicles, except for the purpose of loading and unloading~~	~~X~~	~~N/A~~	~~X~~	~~X~~	~~X~~	
~~181~~	~~Storage of industrial vehicles, except for the purpose of loading and unloading.~~	~~N/A~~	~~X~~	~~N/A~~	~~X~~	~~X~~	
~~182~~	~~The storage or warehousing of merchandise or products in the building or on the premises, unless otherwise approved~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	
~~183~~	~~The outdoor storage of merchandise or products~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	
~~184~~	~~The outdoor storage of merchandise or products, unless otherwise approved.~~	~~N/A~~	~~X~~	~~N/A~~	~~X~~	~~X~~	
~~185~~	~~The storage of raw, in process, or finished material and supplies, and of waste materials outside of an enclosed building;~~	~~N/A~~	~~N/A~~	~~N/A~~	~~X~~	~~X~~	
~~186~~	~~The assembly, compounding, manufacturing, or processing of merchandise or products, except such as are customarily incidental or essential to~~	~~X~~	~~X~~	~~X~~	~~X~~	~~X~~	

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		Zoning District Map Symbol					
#	Land Use	NC	GC	PO	RD	LI	Special Use Requirements
	~~permitted retail commercial and service uses~~						
~~187~~	~~The use of any building that was constructed as a residential structure. Such building is considered nonconforming and subject to the provisions of Chapter 21.58 (Nonconforming Uses and Structures)~~	~~N/A~~	~~N/A~~	~~N/A~~	~~X~~	~~X~~	

(1) When located more than 50-feet from a public right-of-way, as measured from the back of a public sidewalk (or the back of the public curb/pavement of the public right-of-way where a public sidewalk is not present), on a ground-floor where a Tier 1 or Tier 2 requirement is indicated on the Form-Based Zone Map.
(2) When located more than 500-feet, as measured between the nearest property lines, from properties with a residential and/or mixed-use land use designation excepting properties with a "General Commercial/Light Industrial" land use designation.

Section 19. Campbell Municipal Code Section 21.11.060.A (Land uses in the Central Business Mixed-Use zoning district) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

A. Land uses in the Central Business Mixed-Use zoning district. The permissibility of land uses, whether on the ground floor, an upper floor, or on all floors, as applicable, shall be as specified by Table 2-11 (Land Use Table — Central Business Mixed-Use Zoning District), except for land uses in the Winchester Boulevard and East Campbell Avenue Master Plan areas shall be as specified by Table 2-11a (Land Use Table — Master Plan Areas). Land uses that are listed as (P) are permitted and are approved by issuance of a zoning clearance in compliance with Chapter 21.40 (Zoning clearance). Land uses listed as (AC) may be allowed subject to the approval of an Administrative Conditional Use Permit and land uses listed as (C) may be allowed subject to the approval of a Conditional Use Permit, in compliance with Chapter 21.46 (Conditional use permits). ~~Land uses listed as (N/A) shall not be: (1) permitted; (2) allowed subject to approval of an Administrative Conditional Use Permit or Conditional Use Permit; or (3) prohibited unless otherwise specified. Land uses listed as (X) and those not otherwise listed are prohibited and shall not be allowed.~~ Operational requirements for outdoor merchandise display, outdoor seating, alcohol sales for on-site consumption, and live entertainment are provided further in this chapter.

Table 2-11
Land Use Table — Central Business Mixed-Use Zoning District

#	Land Use	Ground Floor	Upper Floors	Special Use Requirements
1	Alcohol sales, offsite	C[5]	X	Section 21.36.142
2	Alcohol sales, onsite	C[5]	C	Section 21.36.144
3	Alcohol sales, ancillary onsite			Section 21.36.145
	a. In conjunction with full service restaurants.	P[5]	C	
	b. In conjunction with quick service restaurants or cafes.	C[5]	C	
	c. All others.	C	C	
4~~1~~	Apartments[1]	P	P	
5~~2~~	Automated teller machines	P	X	
6~~3~~	Banks and financial services	C	P	
7~~4~~	Banquet facilities	X	C	

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#	Land Use	Ground Floor	Upper Floors	Special Use Requirements
8~~5~~	Bed and breakfast inn[2]	C	C	
9~~6~~	Cat and dog day care facilities	P	C	
10 ~~7~~	Cat and dog grooming facilities	P	C	
11 ~~8~~	Dancing and/or live entertainment establishments[3]	C	C	
12 ~~9~~	Hotels	C	C	
13 ~~10~~	Incompatible activities[4]	X	X	
14 ~~11~~	Late night activities	C	C	
~~12~~	~~Liquor establishments[5]~~	~~C[6]~~	~~C~~	
~~13~~	~~Liquor stores[7]~~	~~C~~	~~X~~	
15 ~~14~~	Medical services, clinics	X	C	
16 ~~15~~	Offices, professional	C	P	
17 ~~16~~	Outdoor retail sales and activities	C	X	
18	Outdoor seating on private property[6]	P	C	
19	Outdoor seating and merchandise display within the public right-of-way[7]	P	X	
20 ~~17~~	Pedestrian-oriented activities[8]	P	P	
21 ~~18~~	Temporary uses~~, subject to Chapter 21.45~~	P	P	Chapter 21.45
22 ~~19~~	Wireless Communication Facilities	May be allowed in compliance with Campbell Municipal Code Chapter 21.34 (Wireless Communications Facilities)		Chapter 21.34

(1) The ground floor of an apartment building shall be limited to commercial tenant space, parking facilities, and a lobby. Residential units, leasing offices, and recreation spaces shall be restricted to upper floors.

(2) Restricted to structures listed on the Historic Resource Inventory and subject to Chapter 21.33 (Historic Preservation)

(3) Except as specified by Section 21.1~~0~~.060.E~~F~~ (Standards for live entertainment in the Central Business Mixed-Use Z~~z~~oning D~~d~~istrict), which allows certain pedestrian-oriented activities to incorporate live entertainment without a conditional use permit.

(4) "Incompatible Activities" means any land use not identified in Table 2-11~~A~~ (Land Use Table) or that incorporates one or more of the following characteristics, as determined by the community development director in compliance with Section 21.02.020.F (Allowable uses of land).

- Any use inconsistent with state or federal law;
- Services offered by a "body art" practitioner as governed by California Health and Safety Code sections 119300—119324 (i.e., tattoo parlors and similar uses);
- Services offered by a deferred deposit transaction "licensee" as governed by California Financial Code sections 23000—23106 (i.e., payday lenders and similar uses);
- Services offered by a "check casher" as governed by California Civil Code sections 1789.30—1789.38 (i.e., check cashing and similar uses);

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- Services offered by a "pawnbroker" as governed by California Financial Code sections 21000—21307 (i.e., pawnshops and similar uses);
- ~~Services offered by a "secondhand dealer" or "coin dealer" as governed by California Business and Professions Code sections 21500—21672 (i.e., secondhand/thrift stores, consignment shops, gold buying, and similar uses);~~
- Services, goods, or entertainment offered by a sexually oriented business pursuant to Chapter 5.55;
- Storage of industrial vehicles;
- Storage or warehousing of merchandise or products unrelated to on-site retail sales;
- Outdoor storage of merchandise or products;
- Assembly, compounding, manufacturing or industrial processing of merchandise or products;
- Breeding, harboring, raising, or training of animals;
- Repair, maintenance, or sale of motor vehicles;
- Service to consumers within a motor vehicle (i.e., drive-through lane, drive-up window, or drive-in service);
- Smoking or vaping of tobacco products (as defined by Chapter 6.11);
- Cultivation, processing, sale or dispensing of Cannabis ("marijuana" as defined by Chapter 8.38 and 8.40); ~~or~~
- All incineration; or
- Emission of dust, fumes, glare, heat, liquids, noise, odor, smoke, steam, vibrations, or similar disturbance which is obnoxious or offensive or creates a nuisance.

~~(5) Liquor establishments are subject to the findings provided in Section 21.36.115 (Liquor establishments).~~

(~~5~~6) When clearly ancillary to a pedestrian-oriented activity and meeting the requirements of CMC 21.36.145 B.1.).~~Except as specified by Section 21.10.060.E (Standards for alcohol sales for on-site consumption in the Central Business Mixed-Use zoning district), which allows certain pedestrian-oriented activities to incorporate an ancillary liquor establishment without a conditional use permit.~~

~~(7) Liquor stores are subject to the provisions provided in Section 21.36.110 (Liquor Stores).~~

(6) Outdoor seating on private property is subject to the provisions provided in Section 21.36.150 (Outdoor seating)

(7) Outdoor seating and merchandise display within the public right-of-way are permitted as specified by Section 21.11.060.F.

(8) "Pedestrian-Oriented Activities" means any land use or combination of land uses that incorporate all of the following characteristics as determined by the community development director in compliance with Section 21.02.020.F (Allowable uses of land). This definition specifically includes retail stores, grocery stores, personal services, ~~spa services/health spa (excluding massage establishments),~~ full service restaurants, indoor amusement centers, and studios as defined by Chapter 21.72 (Definitions).

- Provides or offers food, beverages, retail goods, services, instruction, and/or entertainment to the general public;
- Is open to the general public on a regular basis;
- Is conducted within the interior of a building, except for outdoor displays and outdoor dining areas as allowed by this Chapter;
- Maintains a transparent storefront open to the interior of the business and/or onto a merchandise display (when on the ground floor); and
- Is not otherwise classified as an incompatible activity as defined by this Chapter.

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Section 20. Campbell Municipal Code Section 21.11.060.B (Land uses in the Central Business Mixed-Use zoning district) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

B. Land uses in the Area/Master Plan areas: The permissibility of land uses in the Winchester Boulevard and East Campbell Avenue Master Plan areas on properties with a General Plan land use designation of Central Business Mixed-Use shall be as specified by Table 2-11a (Land Use Table ~~2-11a - —~~ Master Plan Areas). Land uses that are listed as (P) are permitted and are approved by issuance of a zoning clearance in compliance with Chapter 21.40 (Zoning clearance). Land uses listed as (AC) may be allowed subject to the approval of an Administrative Conditional Use Permit and land uses listed as (C) may be allowed subject to the approval of a Conditional Use Permit, in compliance with Chapter 21.46 (Conditional use permits). ~~Land uses listed as (N/A) shall not be: (1) permitted; (2) allowed subject to approval of an Administrative Conditional Use Permit or Conditional Use Permit; or (3) prohibited unless otherwise specified.~~ Land uses listed as (X) and those not otherwise listed are prohibited and shall not be allowed. ~~The boundaries of the Winchester Boulevard and East Campbell Avenue Master Plans are shown on the City of Campbell Zoning Map, available at the Community Development Department.~~

Table 2-11a
Land Use Table — Master Plan Areas

#	Land Use ~~LAND USES~~	Permissibility ~~Permissibility~~	Special Use Requirements
1	Alcohol sales, offsite	C	Section 21.36.142
2	Alcohol sales, onsite	C	Section 21.36.144
3	Alcohol sales, ancillary onsite		Section 21.36.145
	a. In conjunction with full service restaurants.	AC	
	b. In conjunction with quick service restaurants or cafes except in areas with a Neighborhood Commercial or Neighborhood Commercial Mixed-Use land use designation or subject to the Downtown Alcohol Beverage Policy.	AC	
	c. All others.	C	
4	Apartments	P	
5	Arcades	C	
6	Banks and financial services	C	
7	Convenience markets/stores	C	
8	Dancing and/or live entertainment establishments	C	
9	Government offices and facilities	C	
10	Grocery stores	C	
11	Incompatible activities	X[1]	
12	Late night activities	C	
	~~Liquor establishments~~	~~C[2]~~	
	~~Liquor stores~~	~~C[3]~~	
13	Medical services, clinics	C	
14	Nightclubs	C~~[2]~~	
15	Offices, professional	P	
16	Outdoor seating on private property, when twelve seats or fewer	P	Section 21.36.150
17	Outdoor seating on private property, when more than twelve seats	AC	Section 21.36.150
18	Outdoor seating within the public right-of-way	X	
19	Parking lots/structures, public	C	
20	Personal services	P	
21	Public assembly uses	C	

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#	Land Use ~~LAND USES~~	Permissibility ~~Permissibility~~	Special Use Requirements
22	Restaurants, full service ~~or cafes~~	P	
23	Restaurants or cafes, quick service ~~fast food~~	C	
	~~Restaurants, standard~~	~~C~~	
24	Retail stores, general merchandise	P	
25	Secondhand/thrift stores with onsite acquisition	C	
	~~Spa Services/Health Spa~~	~~C~~	
26	Studios, small and large	C	
27	Temporary uses~~, subject to Chapter 21.45~~	P	Chapter 21.45
28	Theaters, movie or performing arts, and concert halls	C	
29	Tutoring centers (small and large)	C	
30	Wireless Communication Facilities	May be allowed in compliance with Campbell Municipal Code Chapter 21.34 (Wireless Communications Facilities)	Chapter 21.34

(1) See Table 2-11, Note #4 of this Chapter for the definition of "Incompatible activities," excepting as ~~"secondhand dealers" and "coin dealers" as to allow "Secondhand/thrift stores"~~ to reference any "land use not identified" in Table 2-11a of this Chapter rather than Table 2-11 of this Chapter.

~~(2) Liquor establishments are subject to the findings provided in Section 21.36.115 (Liquor establishments).~~

~~(3) Liquor stores are subject to the provisions provided in Section 21.36.110 (Liquor stores).~~

Section 21. Campbell Municipal Code Section 21.11.060.D. (Standards for alcohol sales for on-site consumption in the Central Business Mixed-Use Zoning District) is hereby deleted in its entirety and noted as (Reserved).

Section 22. Campbell Municipal Code Section 21.36.030 (Reserved) is hereby deleted in its entirety.

Section 23. Campbell Municipal Code Section 21.36.030 (Arcades) is hereby added as follows with underlining (underlining) indicating new text:

21.36.030 Arcades.

A. Purpose. This section provides provisions for the establishment and operation of arcades where they are allowed in compliance with Article 2 (Zoning Districts).

B. Number of arcades permitted. There shall be authorized to be three arcades for every fifty thousand persons residing within the city limits. If the population exceeds fifty thousand persons, there shall be authorized one additional arcade.

C. Operational Standards.

1. Locking or barricading doors. No person shall keep any door or entrance to an area with an arcade locked, barred or barricaded in such manner as to make it difficult of access or ingress to police officers while two or more persons are present in such room, and no person shall visit or resort to any such locked, barred or barricaded room or place protected in any such manner to make it difficult of access or ingress to police when two or more persons are present.
2. Card tables. No card tables shall be kept, or any card games played or allowed in any facility with an arcade.

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3. Duties of proprietor. It shall be the duty of the proprietor or manager of each arcade or semiarcade to ensure that an adult employee (eighteen years or older) be in charge of the arcade or semiarcade at all times that it is open to the public.
4. Admittance.
    a. Any establishment which contains an arcade and which has a primary business of the sale of prepared food products and has a secondary or supplemental business of sale for consumption on the premises of alcoholic beverages shall prohibit the playing of any amusement device after ten p.m. by any person under the age of eighteen years.
    b. Arcades located in premises not licensed for the sale of alcoholic beverages shall be closed to the public between the hours of twelve midnight and nine a.m.
    c. Any establishment which contains an arcade and which has a primary business of the sale of alcohol shall prohibit the entry of any person under the age of twenty-one years.
    d. Minors under the age of eighteen years shall not be allowed to remain in or gain entry to a facility with an arcade after ten p.m. unless accompanied by a parent or guardian.

D. Impounding. Any mechanical amusement device operated or maintained in violation of any law of the state, of any provision of this code, of any conditions upon which a permit or license may be granted, or of any lawful order of the chief of police or such other person who may hereafter be designated is a public nuisance and shall be impounded by the chief of police, and, if any court of competent jurisdiction determines that the device or the use or operation thereof violates or has violated any such laws or ordinances, conditions or orders, the mechanical amusement device shall be confiscated by the chief of police. Likewise, if any such device is placed, operated or maintained to be operated without a current license, the chief of police may immediately cause the same to be impounded and may not release the mechanical amusement device until a new permit has been obtained in the manner provided for in this chapter for obtaining an original permit. Mechanical amusement devices impounded under the provisions of this section shall be held for a period of thirty days, and if not redeemed within such period may be destroyed or otherwise disposed of by the chief of police. Any proceeds obtained from the disposal thereof, together with all moneys thereon, shall be deemed forfeited to the city to compensate it for the impounding of such device.

E. Gambling, card tables, and games.
    1. Games for value. No person shall permit gambling of any kind or description or playing any amusement device or games whatsoever for money or anything of value within any arcade. Gambling and/or gaming in any business establishment where amusement devices are located will subject the owners of the business establishment, their servants, agents, and employees to prosecution for a misdemeanor, and upon conviction they shall be subject to such fine and imprisonment as provided in this code.

Section 24. Campbell Municipal Code Section 21.36.035 (Bingo) is hereby added as follows with underlining (underlining) indicating new text:

21.36.035 Bingo.

A. Authority. Pursuant to the authority provided in Section 19(c) of Article IV of the State Constitution and Section 326.5 of the Penal Code, the city establishes the following requirements for the conduct of bingo games by nonprofit charitable organizations within the incorporated area of the city.

B. Purpose. This section provides provisions for the establishment and operation of bingo activities where they are allowed in compliance with Article 2 (Zoning Districts) and Chapter 21.45 (Temporary Uses).

C. Operational Standards.
    1. Organizations permitted to conduct bingo games. No person, organization or other legal entity shall be permitted to conduct bingo games in the incorporated area of the city unless such persons, organizations or other legal entities are classified as a mobile home park association, senior citizens' organization, or possess a valid certificate or letter from the franchise tax board and the Internal

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Revenue Service, stating that they are exempted from the payment of the bank and corporation tax by a section of the Revenue and Taxation Code as follows:

23701-a	and are described as labor, agricultural, or horticultural organizations;
23701-b	and are described as fraternal, beneficiary societies, orders, or organizations;
23701-d	and are described as religious, charitable, scientific, literary, education and humanitarian corporations;
23701-e	and are described as business leagues, chambers of commerce, real estate boards, and boards of trade;
23701-f	and are described as civic leagues, social welfare and employees' organizations;
23701-g	and are described as nonprofit pleasure and recreation clubs;
23701-i	and are described as voluntary government employees' beneficiary organizations;

2. Minors. No minors shall be allowed to participate in any bingo game.
3. Open to the public. All bingo games shall be open to the public, not just to the members of the organization.
4. Staffing and operation. A bingo game shall be operated and staffed by members of the organization which organized it. Only an organization authorized to conduct a bingo game pursuant to this Section shall operate such game, or engage in the promotion, supervision, or any other phase of such game.
5. No profit, wage, or salary. No person or agent of such person shall receive a profit, wage, salary, or other income from any bingo game authorized by this section, except as a bona fide prize(s) received as a participant in such bingo game.
6. Equipment. All equipment used in the operation of bingo games shall be owned by the organization authorized to conduct such bingo games.
7. Financial interest. No individual, corporation, partnership, or other legal entity, except the organization authorized by permit and license to conduct a bingo game, shall hold a financial interest in the conduct of such bingo game.
8. Separate fund. All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account.
9. Records. Each organization conducting a bingo game shall maintain detailed records of all profits, expenditures, prizes, and other expenses associated with the operation of bingo games. Said records shall be retained for such period of time as required by state and federal law and for a period of three years for purposes of this section.
10. Total value of prizes. The total value of prizes awarded during the conduct of any bingo games shall not exceed two hundred and fifty dollars in cash or kind, based or both for each separate game which is held. The total value of prizes may be increased to account for inflation based on the relative increase in the Consumer Price Index (CPI), as published by the United States Bureau of Labor Statistics, using a base month and year of December 1977.
11. Physical presence at bingo game required. No person shall be allowed to participate in a bingo game unless such person is physically present at the time and place at which the bingo game is being conducted.
12. Frequency and Duration. An organization shall not conduct a bingo game for a period exceeding six hours per day, or with a frequency of more than twelve times per year.
13. Filing of annual report. At the end of each year, each organization conducting bingo games shall file a report made under penalty of perjury with the city clerk indicating the total amount of money received from the operation of the bingo games in the previous year and the total amount paid out in prizes.

D. Location. An organization authorized to conduct bingo games shall conduct such games only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. Nothing in this section shall be construed to require that the

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property owned or leased by the organization be used or leased exclusively by such organization. No bingo game shall be conducted by any organization or other legal entity on any property owned or controlled by any organization or other legal entity on any property owned or controlled by the city, unless the City Manager or designee has specifically approved the use of city property.

E. Investigation. The chief of police shall have the authority to obtain criminal history information for each person operating or assisting in the operation of a bingo game.

F. Compliance with State Law. The provisions of this Section are not intended to conflict with, but shall supplement, all laws of the state relating to lotteries, gaming, and/or gambling.

Section 25. Campbell Municipal Code Section 21.36.142 (Offsite alcohol sales) is hereby added as follows with underlining (underlining) indicating new text:

21.36.142 Offsite alcohol sales.

This section provides provisions for the establishment and operation of facilities with offsite alcohol sales, where they are allowed in compliance with Article 2 (Zoning Districts), except for property located within an overlay/combining zoning district subject to a master use permit authorized by Section 21.14.030.C (Master use permit) and activities authorized by Chapter 21.45 (Temporary Uses):

A. Location. All facilities with offsite alcohol sales shall meet the following location requirements:
   1. Proximity to sensitive receptors. All facilities with offsite alcohol sales, except grocery stores, shall be separated from a park, playground, or school a minimum distance of 300 feet as measured between the nearest property lines.
   2. Proximity to other establishments. All facilities with offsite alcohol sales, except grocery stores, shall be a minimum of 500 feet from another such use, either within or outside the city.
   3. Proximity to payday lenders. All facilities with offsite alcohol sales, except grocery stores, shall be a minimum of five hundred feet from any payday lender, either within or outside the city.

B. Required findings. The decision-making body shall make the following findings, in addition to any other findings required, prior to the establishment of a facility with onsite alcohol sales:
   1. The establishment will not significantly increase the demand on city services; and
   2. The establishment will be consistent with the Downtown Alcohol Beverage Policy, when applicable.

Section 26. Campbell Municipal Code Section 21.36.144 (Onsite alcohol sales) is hereby added as follows with underlining (underlining) indicating new text:

21.36.144 Onsite alcohol sales.

This section provides provisions for the establishment and operation of facilities with onsite alcohol sales, where they are allowed in compliance with Article 2 (Zoning Districts), except for property located within an overlay/combining zoning district subject to a master use permit authorized by Section 21.14.030.C (Master use permit) and activities authorized by Chapter 21.45 (Temporary Uses):

A. Required findings. The decision-making body shall make the following findings, in addition to any other findings required, prior to the establishment of a facility with onsite alcohol sales:
   1. The establishment will not result in an over concentration of another such use in the surrounding area;
   2. The establishment will not significantly increase the demand on city services; and
   3. The establishment will be consistent with the Downtown Alcohol Beverage Policy, when applicable.

Section 27. Campbell Municipal Code Section 21.36.145 (Onsite alcohol sales, ancillary) is hereby added as follows with underlining (underlining) indicating new text:

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21.36.145 Onsite alcohol sales, ancillary.

This section provides provisions for the establishment and operation of facilities with ancillary onsite alcohol sales, where they are allowed in compliance with Article 2 (Zoning Districts), except for property located within an overlay/combining zoning district subject to a master use permit authorized by Section 21.14.030.C (Master use permit) and activities authorized by Chapter 21.45 (Temporary Uses):

A. Required findings. The decision-making body shall make the following findings, in addition to any other findings required, prior to the establishment of a facility with ancillary onsite alcohol sales when a permit, other than a zoning clearance, is required by Title 21 (Zoning):
   1. The establishment will not significantly increase the demand on city services; and
   2. The establishment would be consistent with the Downtown Alcohol Beverage Policy, when applicable.

B. Facility types.
   1. "Full service restaurants" or "Quick service restaurants or cafes", in compliance with Chapter 21.72 (Definitions), when all of the following requirements are satisfied:
      a. The business does not sell alcohol, other than beer and wine, for onsite consumption.
      b. The business does not sell alcohol, of any kind, for offsite consumption.
      c. The business has obtained, and shall maintain in good standing, a Type 41 (On-Sale Beer & Wine – Eating Place) license issued by the California Department of Alcoholic Beverage Control.
      d. The business does not incorporate a separate bar area, defined as a separate area, tables, or a room intended primarily for serving alcoholic beverages.
      e. A full-service menu is available during all hours, and at all locations within the business, where alcohol is served.

Section 28. Campbell Municipal Code Section 21.36.110 (Liquor stores) is hereby deleted in its entirety and noted as Reserved.

Section 29. Campbell Municipal Code Section 21.36.115 (Liquor establishments) is hereby deleted in its entirety and noted as Reserved.

Section 30. Campbell Municipal Code Section 21.36.140 (Motor vehicle repair facilities) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text.

21.36.140 Motor vehicle repair facilities.

This section provides locational and operational standards for the establishment of motor vehicle repair facilities, in compliance with Article 2, (Zoning Districts), which shall be subject to the following criteria and standards.

A. The motor vehicle repair facility shall provide adequate vehicular circulation to ensure free ingress and egress, and safe and unimpeded on-site circulation.
B. All work shall be performed within a fully enclosed structure.
C. Structures shall be sufficiently soundproofed to prevent a disturbance or become a nuisance to the surrounding properties.
D. Artificial light shall be designed to reflect away from adjoining properties.
E. Screening and buffering.
   1. A six-foot high solid masonry wall shall be maintained along the exterior boundaries of the motor vehicle repair facility, excluding the front yard setback area, those locations approved for ingress and egress, and areas adjoining a street, other than an alley.
   2. All damaged or wrecked motor vehicles awaiting repair shall be effectively screened from view from any public street or highway, or adjoining properties, by a six-foot high decorative masonry wall or other opaque material approved by the community development director.

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F. Motor vehicles associated with the subject use shall not be parked or stored on a public street or alley.
G. Motor vehicles shall not be stored at the site for purposes of sale (unless the use is also a vehicle sales lot).
H. Noise from bells, loudspeakers, public address systems, or tools shall not be audible from residentially zoned or occupied parcels between the hours of seven p.m. and seven a.m. on weekdays and Saturdays, and before ten a.m. and after seven p.m. on Sundays and nationally recognized holidays.
I. Service bay doors shall not directly face or be viewable from adjoining public rights-of-way or a residential development or zoning district.
J. Residential uses shall not be allowed on a site containing a motor vehicle repair facility.
K. Vehicle Identification. Motor vehicle repair facilities established on, or after, the effective date of this Section 21.36.140.K., shall be required to identify vehicles awaiting or undergoing repair with a label on the dash of every vehicle. The size of the label shall be a half letter size (5.5 inches by 8.5 inches) or greater.
L. Vehicle Ledger. Motor vehicle repair facilities established on, or after the effective date of this Section 21.36.140.L., shall be required to keep a ledger of all vehicles under their care, and make the list available to City staff on request. The list shall be used to confirm if vehicles under the care of the operator are parked in the street and/or not appropriately identified on the premises.

Section 31. Campbell Municipal Code Section 21.36.243 (Tutoring centers) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text:

21.36.243 Tutoring centers.

This section provides provisions for the operation of ~~locational and operational standards for~~ 'tutoring centers, large' and 'tutoring centers, small' (hereinafter collectively referred to as 'tutoring centers') where they are allowed in compliance with Article 2, (Zoning Districts):

~~A. Location. Tutoring centers shall satisfy all of the following standards:~~
~~1. The tenant space is located in a professional office and/or medical service building (e.g. the space does not have storefront windows, clear-span interiors, or service areas typically associated with a retail store);~~
~~2. The tenant space has not been occupied by a retail store in the past twelve months; and~~
~~3. The tenant space is located in an area without high pedestrian/vehicle visibility and access.~~

A.~~B.~~ Operation. Tutoring centers established on or after April 19, 2019 (the effective date of City Council Ordinance No. 2240)~~the effective date of this ordinance~~, regardless of zoning district, shall abide by the following standards:
1. Appointment only. Instruction shall be provided by appointment only and scheduled at least one-day in advance of the instruction;
2. Outdoor activities. All instructional activity shall occur within the interior of the tenant space; and
3. Noise. Sound generated within the tenant space, regardless of decibel level, shall not create unreasonable noise which obstructs the free use of neighboring businesses or residences. Further, doors shall be kept closed at all times instruction is provided.

Section 32. Campbell Municipal Code Section 21.45.030 (Exemptions) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

21.45.030 Exemptions

This Chapter shall not apply to the following:

1. Special events approved by the City Council pursuant to Chapter 5.50, (Special Events Permit);
2. Property located within an overlay combining zoning district subject to a master use permit authorized by Section 21.14.030.C (Master use permit);
3. Private events not open to the general public occurring entirely within the interior of a commercial establishment, conducted in compliance with an existing City land use permit;

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4. Fundraising and commercial activities conducted by minor children (e.g., cookie sales, lemonade stands, etc.);
5. Non-Commercial speech activity protected by the United States or California constitutions (e.g., the distribution of political or religious materials, initiative/petition signings, voter registration drives, etc.); and
6. Entertainment performances conducted on public~~private~~ property (e.g., busking, "First Friday" musical performances, etc.), provided that such performances do not constitute a public nuisance as defined by Section 6.10.020 (Nuisance conditions).

Section 33. Campbell Municipal Code Section 21.45.040.A. (Allowed uses) is hereby amended to read as follows with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

A. Allowed uses. The following temporary uses are permitted by right without the need to obtain a temporary use permit and without cost, when located on a non- residentially zoned private property, in compliance with Article 2, (Zoning Districts), subject to the specified general standards.

1. Activity occurring on private property in association with a special event permit approved pursuant to Chapter 5.50, (Special Events Permit);
2. Beer and wine festivals/walks occurring within the CB-MU Zoning District, held by a chamber of commerce or incorporated business association, and subject to issuance of a Daily (Special One-day Event Permit) from the California Department of Alcoholic Beverage Control;
3. Bingo in compliance with CMC 21.36.035 (Bingo);
4.~~3.~~ Blood drives;
5.~~4.~~ Grand opening and ribbon cutting events sponsored by a chamber of commerce;
6.~~5.~~ Halloween pumpkin sales lots occurring from September 1st to October 31st;
7.~~6.~~ Holiday tree sales lots occurring from November 1st to December 25th;
8.~~7.~~ Parking lot/sidewalk sales conducted by an on-site retail business, provided that no more than five parking stalls are utilized for a period of no more than six hours;
9.~~8.~~ Placement of on-site construction trailers on a property subject to an active building permit;
10.~~9.~~ Placement of up to two cargo containers on a property subject to an active building permit;
11.~~10.~~ Sales offices located on a property subject to an active building permit; and
12.~~11.~~ Social and/or fundraising events conducted on the property of a public assembly use (as defined by section 21.72.020.p) for a period not exceeding six hours, provided that such events do not occur more than twelve times per year.

Section 34. Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended to add the definition of "Alcohol sales, offsite", after the definition of "Adult day care facilities", with underlining (underlining) indicating new text as follows:

"Alcohol sales, offsite" or "Offsite alcohol sales" means a retail activity that involves the selling of alcoholic beverages for consumption off the premises. Retail activities that involve offsite alcohol sales shall comply with the provisions of Section 21.36.142 (Offsite alcohol sales) and may include, but are not limited to, the following land use types:

1. Breweries;
2. Convenience markets/stores;
3. Distilleries;
4. Grocery stores;
5. Liquor stores; and
6. Wineries.

Section 35. Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended to add the definition of "Alcohol sales, onsite", after the definition of "Alcohol sales, offsite", with underlining (underlining) indicating new text as follows:

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"Alcohol sales, onsite" or "Onsite alcohol sales" means a retail activity that involves the selling of alcoholic beverages for consumption on the premises. Retail activities that involve onsite alcohol consumption shall comply with the provisions of Section 21.36.144 (Onsite alcohol sales) and may include, but are not limited to, the following land use types:

1. Arcades;
2. Banquet facilities;
3. Bars;
4. Breweries;
5. Community/cultural/recreational center;
6. Distilleries;
7. Golf courses and golf driving ranges;
8. Indoor amusement/entertainment/recreation centers;
9. Hotels;
10. Motels;
11. Nightclubs;
12. Outdoor amusement/entertainment/recreation centers;
13. Public assembly uses;
14. Restaurants, full service;
15. Theaters, movie or performing arts; and
16. Wineries.

Retail activity meeting the definition of "Alcohol sales, ancillary onsite" are excluded from this definition.

Section 36. Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended to add the definition of "Alcohol sales, ancillary onsite" or "Ancillary onsite alcohol sales", after the definition of "Alcohol, offsite sales", with underlining (underlining) indicating new text as follows:

"Alcohol sales, ancillary onsite" or "Ancillary onsite alcohol sales" means a retail activity that involves the selling of alcoholic beverages for consumption on the premises meeting the requirements of one of the facility types identified by Section 21.36.145.B. (Facility types). Retail activities meeting this definition are excluded from the definition of "Alcohol sales, onsite."

Section 37. Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended to add the definition of "Amusement device", after the definition of "Ambulance service", with underlining (underlining) indicating new text as follows:

"Amusement device" means a piece of equipment or a mechanism designed for the purpose of entertaining or creating a game for a person or persons to play. Examples of amusement devices include, but are not limited to, arcade video games, electro-mechanical games, air hockey tables, photo booths, and pinball machines. Merchandiser games (i.e., claw machines) and similar devices where an award is given in exchange for money are not included in this definition.

Section 38. Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended to add the definition of "Ancillary onsite alcohol sales", after the definition of "Amusement device", with underlining (underlining) indicating new text as follows:

"Ancillary onsite alcohol sales." See "Alcohol sales, ancillary onsite."

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Section 39. The definition of "Ancillary retail uses serving industrial uses" in Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Ancillary retail uses serving industrial uses" means the retail sales of various products within an industrial area for the purpose of serving the employees and businesses and/or ancillary retail operations associated with an industrial use which occupy no more than twenty-five percent of the uses existing floor area.

Section 40. The definition of "Arcades" in Campbell Municipal Code Section 21.72.020.A (Definitions, "A.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Arcades" means establishments providing three or more amusement devices~~arcade machines~~ within an indoor amusement and entertainment facility. Two or less amusement devices~~arcade machines~~ are not considered a land use separate from the primary use of the site. ~~This land use does not include arcade games or other activities located within private entertainment facilities.~~

Section 41. Campbell Municipal Code Section 21.72.020.B (Definitions, "B.") is hereby amended to add the definition of "Bingo", after the definition of "Beer and wine festivals/walks", with underlining (underlining) indicating new text as follows:

"Bingo" means a game of chance in which prizes are awarded on the basis of designated letters, numbers, or symbols on a card which conform to letters, numbers, or symbols selected at random. Bingo activities are subject to the requirements of Section 21.36.035 (Bingo.)

Section 42. The definition of "Blueprinting shop" in Campbell Municipal Code Section 21.72.020.B (Definitions, "B.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Blueprinting shop" means an establishment primarily engaged in reproducing text, technical drawings, architectural plans, maps, or other images by blueprinting, photocopying, or other methods of duplication. This use is included in the definition of "Printing and publishing". ~~Does not include printing and publishing services ("printing and publishing") or other business support services ("business support services").~~

Section 43. The definition of "Convenience markets/stores" in Campbell Municipal Code Section 21.72.020.C (Definitions, "C.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Convenience markets/stores" means an establishment that includes the retail sale of shelf stable food, beverages, and small personal convenience items~~, primarily for off-premises consumption and typically found in establishments with long or late hours of operation and in a relatively small building; but excluding delicatessens and other specialty food shops and also excluding establishments which have a sizeable assortment of fresh fruits and vegetables and fresh-cut meat~~. A minor portion of the food sold onsite may be perishable (e.g., coffee, hotdogs, slushies, snacks,) when prepared for immediate consumption (i.e., the sale of raw meat is prohibited). These stores are included in the definition of "Retail stores, general merchandise" and excluded from the definition of "Grocery stores". ~~can be part of a gasoline station or an independent facility.~~

Section 44. The definition of "Liquor establishments" in Campbell Municipal Code Section 21.72.020.L (Definitions, "L.") is hereby deleted in its entirety.

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Section 45. The definition of "Liquor stores" in Campbell Municipal Code Section 21.72.020.L (Definitions, "L.") is hereby amended with strikeouts (~~strikeouts~~) indicating deleted text as follows.

"Liquor stores" means a retail activity that is primarily devoted to the selling of alcoholic beverages, including beer and wine, for consumption off the premises. ~~Liquor stores shall comply with the provisions of Section 21.36.110.~~

Section 46. The definition of "Grocery stores" in Campbell Municipal Code Section 21.72.020.G (Definitions, "G.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Grocery stores" means an establishment which sells perishable~~staple~~ food items (e.g., meat, eggs, dairy products, fruits, vegetables~~coffee, sugar, flour,~~ etc.). Grocery stores may also sell ~~and usually meats and other foods (e.g., fruits, vegetables, dairy products, etc.) and~~ household staples and supplies (e.g., soap, matches, paper napkins, etc.); a minor portion of the food sold may be processed on site (e.g., deli or bakery services). ~~Food stores specializing in a single type of these items (e.g., candy stores, produce only shops, coffee and tea shops, etc.) are not classified as grocery stores.~~ Grocery stores include delicatessens and meat markets, but do not include uses meeting the definition of "Convenience markets/stores".

Section 47. The definition of "Outdoor "active" activities" in Campbell Municipal Code Section 21.72.020.O (Definitions, "O.") is hereby deleted in its entirety.

Section 48. The definition of "Printing and publishing" in Campbell Municipal Code Section 21.72.020.P (Definitions, "P.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Printing and publishing" means establishments engaged in printing by gravure, letterpress, lithography, offset, screen, or other common process, including electrostatic (xerographic) copying and other "quick printing" services; and establishments serving the printing trade including bookbinding, electrotyping, engraving, photoengraving, silk screening, and typesetting. This use also includes establishments that publish books, newspapers, and periodicals; and establishments manufacturing business forms and binding devices. Printing and publishing establishments also include "Blueprinting shops".

Section 49. The definition of "Restaurants" in Campbell Municipal Code Section 21.72.020.R (Definitions, "R.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

Restaurants.

1. Restaurants, drive-through. (See "drive-through/drive-up service/drive-up window").
2. Restaurants, drive-in. (See "Drive-in/drive-in service").
3. "Restaurants or cafes, quick service~~fast food~~" or "restaurants, fast casual" or "fast casual restaurants" or "quick service restaurants or cafes" means establishments whose primary business is the sale of food and beverages to customers for consumption on-site or off-site. This type of restaurant provides onsite seating and typically includes the following operational characteristics:
    - High turnover rates for eat-in customers (typically less than 40 minutes);
    - High percentage of carry-out clientele and/or presence of a dedicated food/beverage pickup area;

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

- Very limited or no table service;
- Does not accept dining reservations;
- Drink dispensers, condiment bars, and/or trash disposal areas are provided in locations accessible to customers to accommodate self-service;
- Customers typically order from a menu board or electronic system and pay before receiving food and beverages; and
- Food and beverages are served with disposal tableware.

~~Customarily less than fifty percent of the total gross floor area is used for customer seating. Interior furnishings include standardized floor plans, stationary seats, and tables. Food is primarily pre-packaged rather than made to order. Plates and cutlery are disposable. Condiment bars and trash disposal are self-service.~~

4. "Restaurants, full service ~~or cafes~~" or "Full service restaurants" means establishments whose primary business is the sale of food and beverages to customers for their consumption within the restaurant or restaurant patio area. This type of restaurant provides onsite seating and typically includes the following operational characteristics:
    - Low turnover rates for eat-in customers (typically more than 40 minutes);
    - Low percentage of carry-out clientele and/or lack of a dedicated food/beverage pickup area;
    - Provides table service;
    - Accepts dining reservations;
    - Drink dispensers, condiment bars, and/or trash disposal areas are not accessible to customers;
    - Customers typically order from a menu where they are seated and pay after receiving food and beverages; and
    - Food and beverages are served with non-disposal tableware.

~~Customarily at least fifty percent of the total gross floor area is used for the seating of customers. The restaurant may be open for breakfast, lunch, and/or dinner. Alcoholic beverages and carryout food service are allowed if they are incidental to the primary purpose of consumption of food and beverages in the restaurant.~~

~~5. "Restaurants, standard" means any establishment whose principal business is the sale of foods, desserts, or beverages to the customer in a ready-to-consume state, and whose design or principal method of operation includes one or both of the following characteristics:~~

~~a. Customers, normally provided with an individual menu, are served their foods, desserts, or beverages on tableware by a restaurant employee at the same table or counter at which said items are consumed.~~

~~b. A cafeteria-type operation where foods, desserts, or beverages generally are consumed within the restaurant building.~~

Section 50. The definition of "Retail stores, general merchandise" in Campbell Municipal Code Section 21.72.020.R (Definitions, "R.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Retail stores, general merchandise" means retail trade establishments selling many lines of merchandise. These stores and lines of merchandise include:

1. Antiques; ~~Art stores/ galleries;~~
2. ~~Antiques;~~ Art stores/ galleries;
3. Artists' supplies;
4. Bakeries ~~(retail only)~~;
5. Boat supplies;
6. Beauty supply;
7. Bicycles;
8. Cameras and photographic supplies;
9. Candy stores;

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

10. Clothing and accessories;
11. Collectibles;
12. Convenience markets/stores;
13. Department stores;
14~~12~~. Drug and discount stores;
15~~13~~. Fabrics and sewing supplies;
16. Furniture, furnishings, and equipment stores;
17.~~14.~~ Florists and houseplant stores (indoor sales only—outdoor sales are "garden centers/plant nurseries");
18.~~15.~~ Gifts, novelties and souvenirs;
~~16. Delicatessens;~~
19.~~17.~~ Handcrafted items (stores may include crafting preparations subordinate to retail sales);
20. Hardware stores;
21.~~18~~. Hobby materials;
22.~~19.~~ Jewelry;
23.~~20.~~ Luggage and leather goods;
24. Medical stores;
25. Music (recordings) stores
~~21. Meat market;~~
26.~~22.~~ Newsstands;
~~23. Orthopedic supplies;~~
27. Pharmacies/drug stores;
28.~~24.~~ Photography studio/supply shops;
29. Secondhand/thrift stores without onsite acquisition
30.~~25.~~ Shoes;
31.~~26.~~ Small wares;
32.~~27.~~ Specialty shops;
33.~~28.~~ Sporting goods and equipment;
34.~~29.~~ Stationery;
35.~~30.~~ Toys and games; and
36.~~31.~~ Variety stores.

Retail stores included in this definition may provide limited indoor seating for customer convenience, provided that no more than 12 seats are provided when the tenant space is less than 10,000 gross square-feet in area.

Section 51. Campbell Municipal Code Section 21.72.020.M (Definitions, "M.") is hereby amended to add the definition of "Medical stores", after the definition of "Massage therapy", with underlining (underlining) indicating new text as follows:

"Medical stores" means a retail store specializing in the sale of medical equipment and devices that also includes related medical services in an ancillary capacity, such as an eyewear store with an on-site optometrist. This type of retail store is included in the definition of "Retail stores, general merchandise" and excluded from the definition of "medical services, clinics".

Section 52. Campbell Municipal Code Section 21.72.020.O (Definitions, "O.") is hereby amended to add the definition of "Offsite alcohol sales", after the definition of "Offices, professional", with underlining (underlining) indicating new text as follows:

"Offsite alcohol sales." See "Alcohol sales, offsite."

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

Section 53. Campbell Municipal Code Section 21.72.020.O (Definitions, "O.") is hereby amended to add the definition of "Onsite alcohol sales", after the definition of "Offsite alcohol sales", with underlining (underlining) indicating new text as follows:

"Onsite alcohol sales." See "Alcohol sales, onsite."

Section 54. The definition of "Secondhand/thrift stores" in Campbell Municipal Code Section 21.72.020.S (Definitions, "S.") is hereby amended with underlining (underlining) indicating new text and strikeouts (~~strikeouts~~) indicating deleted text as follows:

"Secondhand/thrift stores with onsite acquisition" means indoor retail establishments that acquire and sell used products onsite~~buy and sell used products,~~ including books, clothing, furniture, and household goods. Used products may be purchased, received in donation, or placed in care of the store for consignment. The sale of cars and other used vehicles is included under "Motor Vehicle Sales."

Section 55. Campbell Municipal Code Section 21.72.020.S (Definitions, "S.") is hereby amended to add the definition of "Secondhand/thrift stores without onsite acquisition", after the definition of "Secondhand/thrift stores with onsite acquisition", with underlining (underlining) indicating new text as follows:

"Secondhand/thrift stores without onsite acquisition" means indoor retail establishments that sell used products, including books, clothing, furniture, and household goods onsite. This type of retail store does not accept products for sale onsite and is included in the definition of "Retail stores, general merchandise" and excluded from the definition of "Secondhand/thrift stores, with onsite acquisition". The sale of cars and other used vehicles is included under "Motor Vehicle Sales."

Section 56. The definition of "Spa Services/Health Spa" in Campbell Municipal Code Section 21.72.020.S (Definitions, "S.") is hereby deleted in its entirety.

Section 57. If any section, sentence, clause, phrase, word, or other provision of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this Ordinance, or the validity of this Ordinance, shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 58. The proposed Ordinance is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) as there is no possibility that the proposed changes to the City's Municipal Code may have a significant effect on the environment.

Section 59. The City Council further finds and determines that the proposed Ordinance is consistent with the goals, policies, and actions of the 2040 General Plan.

Section 60. That this Ordinance shall become effective thirty (30) days following its passage and adoption and shall be published, or summary thereof, one time within fifteen (15) days upon passage and adoption in the Metro Silicon Valley, a newspaper of general circulation for the City of Campbell, County of Santa Clara.

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

PASSED AND ADOPTED this _____ day of _____, 2024, by the following roll call vote:

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

APPROVED: _____
Susan M. Landry, Mayor

ATTEST: _____
Andrea Sanders, City Clerk

Attachment: Ordinance 2306 (Second Reading of Ordinance 2306)

City Council Report

Item: 7
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Update Vehicle Miles Traveled (VMT) Policy for Consistency with the City's 2040 Envision Campbell General Plan and Program EIR (Resolution/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council adopt a resolution to update the Vehicle Miles Traveled Policy for consistency with the City's 2040 Envision Campbell General Plan and Program Environmental Impact Report.

PURPOSE

The purpose of this item is to update the City's VMT Policy for consistency with the City's Envision 2040 General Plan.

BACKGROUND

On August 18, 2020, the City Council adopted Resolution No. 12628 to adopt the City's Vehicle Miles Traveled (VMT) Policy for evaluating transportation impacts under CEQA. The VMT Policy (See **Attachment B**) includes a series of CEQA Project Screening Criteria whereby development and transportation improvement projects are presumed to have less-than-significant transportation impacts if they meet any of the criteria listed.

The current VMT policy incorporates CEQA Thresholds of Significances whereby projects not screened out with a presumption of less-than-significant impact on VMT based on the screening criteria are to undergo VMT analysis to determine the transportation level of significance.

The General Plan Update (Envision Campbell) Environmental Impact Report analysis included a VMT analysis of the build-out of new development envisioned under the General Plan. The VMT analysis prepared for the Program Environmental Impact Report (EIR) that evaluated the General Plan build-out determined that there would be significant and unavoidable VMT impacts.

On April 18, 2023, the City Council adopted Envision Campbell and certified the Final Programmatic EIR with a Statement of Overriding Considerations in accordance with CEQA.

DISCUSSION

The Envision Campbell consultant team advised staff that development projects that satisfy each of the following conditions can be presumed to have less than significant transportation impact per CEQA.

1. Proposed project land use is consistent with the General Plan
2. Proposed project land use is within the increment of land use change evaluated in the General Plan EIR by Transportation Analysis Zone (TAZ); and
3. Proposed project is consistent with General Plan VMT policies.

In order to formally implement this approach, staff has identified that these conditions need to be included in the City's VMT Policy's Screening Criteria so that it is consistent with the City's General Plan.

Therefore, staff recommends that the following screening criterion be added to the City's VMT Policy under CEQA Project Screening Criteria.

- Project Consistent with General Plan: Any development where the (1) proposed project land use is consistent with the General Plan; (2) the proposed project land use is within the increment of land use change evaluated in the General Plan EIR by Transportation Analysis Zone (TAZ); and (3) the proposed project is consistent with General plan VMT policies, shall be presumed to have a less-than-significant transportation impact.

Including this new screening criterion would simplify the evaluation of VMT under CEQA by removing any ambiguity on whether a project requires further VMT analysis.

The Proposed Updated VMT Policy is included as **Attachment C.**

FISCAL IMPACT

No fiscal impact is anticipated.

ALTERNATIVES

Do not authorize the proposed update to the City's current VMT Policy. This alternative is not recommended. Including the added screening will simplify the evaluation of VMT under CEQA.

Prepared by: Matthew Jue

Matthew Jue, Traffic Engineer

Reviewed by:

Todd Capurso, Director of Public Works

Approved by:

Angelique Gaeta, Assistant City Manager

Attachment:

a. Resolution
b. Current VMT Policy
c. Update to VMT Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL TO UPDATE THE VEHICLE MILES TRAVELED TO EVALUATE TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, on August 18, 2020, the City Council adopted Resolution No. 12628 to adopt the City's Vehicle Miles Traveled (VMT) Policy for evaluating transportation impacts under CEQA; and

WHEREAS, the VMT Policy includes a series of CEQA Project Screening Criteria whereby development and transportation improvement projects are presumed to have less-than-significant transportation impacts if they meet any the criteria listed; and

WHEREAS, the current VMT policy incorporates CEQA Thresholds of Significances whereby projects not screened out with a presumption of less-than-significant impact on VMT based on the screening criteria are to undergo VMT analysis to determine the transportation level of significance; and

WHEREAS, the General Plan Update (Envision Campbell) Environmental Impact Report (EIR) analysis included a VMT analysis of the Build-out of the General Plan; and

WHEREAS, the VMT analysis determined that the build-out condition would result in significant and unavoidable VMT impacts; and

WHEREAS, on April 18, 2023, the City Council adopted Envision Campbell and certified the Final Programmatic EIR with a Statement of Overriding Considerations in accordance with CEQA; and

WHEREAS, updating the VMT policy to add a criterion to screen projects that are consistent with the General Plan would simplify the evaluation of VMT under CEQA; and

WHEREAS, the proposed update to the VMT policy would deem that a development project (1) whose land use is consistent with the General Plan, (2) whose land use is within the increment of land use change evaluated in the General Plan EIR by Transportation Analysis Zone (TAZ); and (3) which is consistent with General Plan VMT policies can be presumed to have less than significant transportation impact.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Campbell adopt the Update to the VMT Policy (**Attachment C** to the April 16, 2024 City Council staff report) as the City's policy for evaluating transportation impacts under CEQA.

PASSED AND ADOPTED this 16th day of April 2024, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS:

APPROVED:

Attest:

_____
Susan M. Landry, Mayor

_____
Andrea Sanders, City Clerk

Attachment: Resolution [Revision 1] (Update Vehicle Miles Traveled (VMT) Policy)

CEQA Project Screening Criteria

Projects shall be presumed to have a less-than-significant transportation impact if they meet any of the following screening criteria:

- Small Project Screening: Any development that would generate fewer than 110 daily vehicle trips shall be presumed to have a less-than-significant transportation impact.

- Local-Serving Retail Screening: Retail commercial projects comprised of stores of up to 60,000 gross square feet shall be presumed to have a less-than-significant transportation impact.

- Local-Serving Public Facilities Screening: Local-serving public facilities (publicly owned or controlled), excluding private schools, high schools and middle schools, shall be presumed to have a less than significant VMT impact. Examples of these projects include a park, branch library, community or senior center, fire station, and public elementary school.

- Affordable Housing Screening: Projects with 100 percent affordable housing shall be presumed to have a less-than-significant transportation impact on VMT.

- Transit Screening: All land-use projects located within ½-mile of a light-rail station shall be presumed to have a less-than-significant transportation impact on VMT presuming these projects are consistent with the General Plan.

- Screening based on Existing Use: Redevelopment projects that replace existing VMT-generating uses and result in a net decrease in total VMT shall be presumed to cause a less than significant impact. For redevelopment projects that result in a net increase in total VMT, the screening criteria for each land use will be based on the size of the proposed development without any credit for the existing use.

- Transportation Project Screening: Transportation projects that reduce or do not increase VMT shall be presumed to have a less than significant VMT impact. Examples include transportation projects that enhance pedestrian, bike, or transit infrastructure, and transportation projects that maintain current infrastructure, without adding new automobile capacity.

CEQA Thresholds of Significance

For projects not screened out with a presumption of less-than-significant impact on VMT based upon the above criteria, the following thresholds of significance shall apply to the corresponding project types to determine the transportation impact level of significance:

- Residential Land Use Projects: A proposed project exceeding a level of 15 percent below existing Campbell citywide average VMT per capita shall be presumed to cause a significant transportation impact.

- Office and Retail Land Use Projects: A proposed project exceeding a level of 15 percent below existing Campbell citywide average VMT per employee shall be presumed to cause a significant transportation impact.

- Mixed-Use and all other Project Types: Each land use within a mixed-use project, and all other project types, shall be evaluated independently by applying the most appropriate threshold of significance from above to each land use type included in the project, given project-specific information.

- Changing or Adding to Existing Use: Changes of use or additions to existing development that are not screened out will be analyzed based on the significance thresholds for each land use component described above.

- Specific Plan or Other Area Plans: Each land use component will be analyzed independently, applying the significance thresholds listed above for each land use component.

- General Plan Amendments: An increase in VMT per service population (jobs plus residents) over the current adopted General Plan based on an analysis of 2040 horizon year conditions is a significant transportation impact.

- Transportation Projects: A net increase in VMT.

Mitigation of Significant Impacts

Projects that have a significant impact on VMT must either modify the project description to reduce the impact or implement feasible mitigation measures which will avoid or substantially lessen such significant effects. Mitigation measures may include multimodal transportation improvements or travel demand management (TDM) measures to reduce single-occupant vehicle trips.

Applicability of Policy (Pipeline Provisions)

The policy contained herein is effective immediately following approval by the City Council ("Effective Date") and shall apply to projects under the following provisions:

Attachment: Current VMT Policy (Update Vehicle Miles Traveled (VMT) Policy)

- Active projects with a draft environmental document circulated prior to July 1, 2020 may proceed with analyzing transportation impacts under the previous City policy, with use of automobile delay-based metrics and thresholds of significance,

- Active projects without a published draft environmental review document as of July 1 shall conduct transportation impact analyses pursuant to this policy using the VMT metrics and thresholds of significance contained herein.

Local Transportation Analysis

All projects, including those screened out from being subject to a detailed CEQA VMT analysis, may be required to prepare a Local Transportation Analysis (LTA) to demonstrate conformance with multimodal transportation system strategies, goals, and policies in the General Plan and address adverse effects to the transportation system. Notwithstanding the use of VMT as the new transportation performance metric, the City will require proposed development projects to implement improvements designed to ensure that the street system operates at an acceptable level where such improvements would not conflict with the City's multimodal transportation system policies or negatively impact VMT. Acceptable intersection level of service is defined as LOS D, except at Congestion Management Program (CMP) intersections where the standard is LOS E.

CEQA Project Screening Criteria

Projects shall be presumed to have a less-than-significant transportation impact if they meet any of the following screening criteria:

- Small Project Screening: Any development that would generate fewer than 110 daily vehicle trips shall be presumed to have a less-than-significant transportation impact.

- Local-Serving Retail Screening: Retail commercial projects comprised of stores of up to 60,000 gross square feet shall be presumed to have a less-than-significant transportation impact.

- Local-Serving Public Facilities Screening: Local-serving public facilities (publicly owned or controlled), excluding private schools, high schools and middle schools, shall be presumed to have a less than significant VMT impact. Examples of these projects include a park, branch library, community or senior center, fire station, and public elementary school.

- Affordable Housing Screening: Projects with 100 percent affordable housing shall be presumed to have a less-than-significant transportation impact on VMT.

- Transit Screening: All land-use projects located within ½-mile of a light-rail station shall be presumed to have a less-than-significant transportation impact on VMT presuming these projects are consistent with the General Plan.

- Screening based on Existing Use: Redevelopment projects that replace existing VMT-generating uses and result in a net decrease in total VMT shall be presumed to cause a less than significant impact. For redevelopment projects that result in a net increase in total VMT, the screening criteria for each land use will be based on the size of the proposed development without any credit for the existing use.

- Transportation Project Screening: Transportation projects that reduce or do not increase VMT shall be presumed to have a less than significant VMT impact. Examples include transportation projects that enhance pedestrian, bike, or transit infrastructure, and transportation projects that maintain current infrastructure, without adding new automobile capacity.

- Project Consistent with General Plan: Any development where the (1) proposed project land use is consistent with the General Plan; (2) the proposed project land use is within the increment of land use change evaluated in the General Plan EIR by Transportation Analysis Zone (TAZ); and (3) the proposed project is consistent with General plan VMT policies, shall be presumed to have a less-than-significant transportation impact.

CEQA Thresholds of Significance

For projects not screened out with a presumption of less-than-significant impact on VMT based upon the above criteria, the following thresholds of significance shall apply to the corresponding project types to determine the transportation impact level of significance:

- Residential Land Use Projects: A proposed project exceeding a level of 15 percent below existing Campbell citywide average VMT per capita shall be presumed to cause a significant transportation impact.

- Office and Retail Land Use Projects: A proposed project exceeding a level of 15 percent below existing Campbell citywide average VMT per employee shall be presumed to cause a significant transportation impact.

- Mixed-Use and all other Project Types: Each land use within a mixed-use project, and all other project types, shall be evaluated independently by applying the most appropriate threshold of significance from above to each land use type included in the project, given project-specific information.

- Changing or Adding to Existing Use: Changes of use or additions to existing development that are not screened out will be analyzed based on the significance thresholds for each land use component described above.

- Specific Plan or Other Area Plans: Each land use component will be analyzed independently, applying the significance thresholds listed above for each land use component.

- General Plan Amendments: An increase in VMT per service population (jobs plus residents) over the current adopted General Plan based on an analysis of 2040 horizon year conditions is a significant transportation impact.

- Transportation Projects: A net increase in VMT.

Mitigation of Significant Impacts

Projects that have a significant impact on VMT must either modify the project description to reduce the impact or implement feasible mitigation measures which will avoid or substantially lessen such significant effects. Mitigation measures may include multimodal transportation improvements or travel demand management (TDM) measures to reduce single-occupant vehicle trips.

Applicability of Policy (Pipeline Provisions)

The policy contained herein is effective immediately following approval by the City Council ("Effective Date") and shall apply to projects under the following provisions:

- Active projects with a draft environmental document circulated prior to July 1, 2020 may proceed with analyzing transportation impacts under the previous City policy, with use of automobile delay-based metrics and thresholds of significance,

- Active projects without a published draft environmental review document as of July 1 shall conduct transportation impact analyses pursuant to this policy using the VMT metrics and thresholds of significance contained herein.

Local Transportation Analysis

All projects, including those screened out from being subject to a detailed CEQA VMT analysis, may be required to prepare a Local Transportation Analysis (LTA) to demonstrate conformance with multimodal transportation system strategies, goals, and policies in the General Plan and address adverse effects to the transportation system. Notwithstanding the use of VMT as the new transportation performance metric, the City will require proposed development projects to implement improvements designed to ensure that the street system operates at an acceptable level where such improvements would not conflict with the City's multimodal transportation system policies or negatively impact VMT. Acceptable intersection level of service is defined as LOS D, except at Congestion Management Program (CMP) intersections where the standard is LOS E.

Attachment: Update to VMT Policy (Update Vehicle Miles Traveled (VMT) Policy)

City Council Report

Item: 8
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Resolution Approving the Specifications and Authorizing the Solicitation of Bids and Subsequent Award of Contract for Landscaping Services for the City's Median Islands and Right-Of-Ways (**

RECOMMENDED ACTION

That the City Council adopt a resolution: 1) approving the specifications and authorizing the solicitation of bids for contractual landscaping services for the City's median islands and public rights-of-way; 2) approving the subsequent award of a service contract to the lowest, responsive bidder, in an amount not to exceed $86,000, for a period of up to one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Parks Maintenance Operating Budget (207.775.7432) for each fiscal year during that five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

BACKGROUND

The City of Campbell (City)'s Public Works Department, Maintenance Division (Public Works) maintains approximately 365,000 square feet (8.4 acres) of median islands and other public right-of-way areas to promote safe travel conditions for pedestrians and vehicles. Within this scope, Public Works is responsible for implementing services to maintain elements of their landscaping such as trees, shrubs, and ground covers (e.g., mulch, bark, flower beds, etc.). In addition, these services also extend to the maintenance of their hardscape components such as concrete, cobblestones, and pavers, and the irrigation systems that supply water to sustain their landscaped features.

Many of the City's median islands are situated along major traffic arterials, which are highly visible to the public and require consistent maintenance of their landscaped features. Examples of these locations include Bascom Avenue, Hamilton Avenue, Winchester Boulevard, Campbell Avenue, and a segment of San Tomas Expressway within the City limits. Besides medians, the City also maintains sections of landscaping located in other right-of-way areas such as residential frontages and backups, and certain segments that operate under the jurisdiction of Santa Clara County or Caltrans. In more recent years, the City has extended its landscaping services to include various C3 stormwater treatment areas such as Hacienda Green Street, the Percolation Pond

frontages, and the Community Facilities District located at Laurence Hill Court and Jasmine Court.

Within the last twenty years, the City and its neighboring communities have undergone a substantial population growth among residents and businesses alike. This expansion has placed greater demands on the City's roadways and infrastructure, necessitating frequent maintenance and repair services. At the same time, ongoing construction and various development projects have expanded the landscaping in some areas that fall under the City's maintenance jurisdiction – including traffic medians and certain public right-of-ways.

While enhancing the City's diverse landscapes remains a priority, the efforts to maintain these features demand a considerable amount of time and resources to implement. This is especially true for maintaining the landscaping on the City's medians and public right-of-ways, which require specialized labor and equipment to ensure proper traffic control measures are in place while the work is being performed. To support these efforts, the City has contracted these landscaping maintenance services to professional providers who possess the necessary training and equipment for this area of expertise as it applies to the landscaping on the City's medians and other right-of-way. This contractual partnership has greatly increased Public Works' ability to meet the City's other maintenance needs more promptly and efficiently.

Upon the approval of the City's annual budget for FY 18, funds were allocated in the Public Works Parks Maintenance Operating Budget (207.775.7432) to increase the frequency of contractual landscaping services. This increase allowed staff to expand their scope of services while implementing a more consistent landscaping maintenance schedule for the City's medians and other right-of-way areas. Later, in 2019, staff received authorization from the City Council to solicit bids from qualified professionals to provide median landscaping services for a period of up to one-year, in an amount not to exceed those programmed in the Public Works Parks Maintenance Operating Budget for FY 20. At the same time, the City Council also approved the subsequent award of a service contract to the lowest, responsive bidder with the option to renew up to four additional one-year service contracts, for a total of five years, and annual amounts not to exceed those programmed in the Public Works Parks Maintenance Operating Budget over subsequent fiscal years during those terms.

After reviewing the bids received, the City awarded a service contract to Brightview Landscape (Brightview), who – under the terms of the executed service agreement – would provide the labor and equipment services necessary to maintain the landscaping on the City's medians and right-of-ways through the end of FY 20. With continued good performance, Brightview received four one-year extensions, which allowed the services to continue through the end of FY 24.

DISCUSSION

A multi-year service contract offers several benefits for both the City and prospective contractors – creating interest among vendors and encouraging the submission of bids with more competitive pricing. Meanwhile, the renewal option allows staff to re-evaluate its service needs at the end of each contract year and plan accordingly for subsequent years. Should budget adjustments be required to accommodate these needs, the contract extensions can be implemented and amended only up to the amount as approved by the City Council.

The City will reach the end of its five-year contract with Brightview in June of 2024 – concluding services for the landscaping maintenance of the City's medians and public rights-of-way. A new contract will be required to continue these services for FY 25 and beyond. Similar to the procurement strategy implemented in 2019, staff plans to request bids from qualified landscaping professionals to ensure a timely award of a multi-year contract before the current contract ends. This strategy aims to avoid disruptions in the ongoing maintenance schedule while facilitating a seamless transition between service providers as necessary.

To streamline this process, staff has developed a scope of work and the specifications to be advertised with the request for bids to solicit services from qualified professionals to maintain the landscaping on the City's median islands and other rights-of-way (Attachment B). Moreover, the terms outlined in the proposed service agreement are consistent with the funds allocated in the Parks Maintenance Operating Budget for contractual landscaping services in FY 25. Based on this amount, staff intends to award a service contract to the lowest, responsive bidder in an amount not to exceed $86,000, for a period of one year. The contract will also include options for the City to renew up to four additional one-year service contracts, for a total of five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Parks Maintenance Operating Budget for each fiscal year during those terms. The final year of contractual services under this new agreement, assuming all amendments are executed, would be FY 29.

NEXT STEPS

Staff is requesting that the City Council approve the specifications and authorize staff to solicit bids from qualified contractors to provide landscaping maintenance services for the City's median islands and public rights-of-way, as programmed in the Proposed Parks Maintenance Operating Budget for FY 25. Furthermore, staff is requesting City Council approval to award a one-year service contract, in an amount not to exceed $86,000, to the lowest, responsive bidder – plus options for the City to renew up to four additional one-year service contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Parks Maintenance Operating Budget for each fiscal year during those terms.

Upon receiving authorization from City Council, staff will advertise the specifications with the request for bids on the QuestCDN website and begin the review process for those applications received by 2:00 pm on Wednesday, May 15, 2024. In accordance

with the City's purchasing policies and procedures, staff will complete a comprehensive evaluation of the bids received and select a contractor based on the results from the lowest, responsive bidder and their qualifications to perform the work.

Additionally, staff is requesting City Council's authorization for the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100. Pending this authorization, staff will incorporate the applicable details into the City's Standard Services Agreement (see Attachment B, pages 47-58) and prepare a final copy to be reviewed and signed by all parties. Upon execution, staff will issue the contractor a notice to proceed specifying the date that services may commence and assist with coordination efforts as needed throughout the terms of the contract.

FISCAL IMPACT

This action will have a fiscal impact of $86,000 in FY 25 – consistent with the proposed amount of funds programmed in the Proposed Parks Maintenance Operating Budget (207.775.7432) for contractual landscaping services in FY 25. Therefore, upon budget approval, sufficient funding will be available to award this contract and implement services effective July 1, 2024. For reference, $86,000 is also in the FY 2024 Adopted Budget for contractual landscaping services.

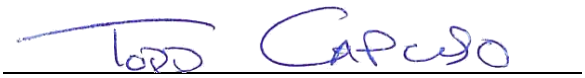
Additionally, the authority to renew four additional one-year service contracts, for a total of five years, is consistent with the agreement's terms of service and option to renew pending the City's landscaping needs and amount of funds programmed in the Parks Maintenance Operating Budget. If required, budget adjustments will be made accordingly to accommodate the service needs of future contract years and to offset any impacts on the budget at that time.

ALTERNATIVES

1. Do not approve the specifications and authorize the solicitation of bids and subsequent award of contract for median landscaping services at this time.
2. Provide alternative direction to staff.

Prepared by: 

Carina Shattuck, Administrative Analyst I

Reviewed by: 

Todd Capurso, Director of Public Works

Approved by:

Angelique Gaeta, Assistant City Manager

Attachment:

a. Resolution
b. Bid Specifications for Median Landscaping Services

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL: 1) APPROVING THE SPECIFICATIONS AND AUTHORIZING THE SOLICITATION OF BIDS FOR CONTRACTUAL LANDSCAPING SERVICES FOR THE CITY'S MEDIAN ISLANDS AND PUBLIC RIGHT-OF-WAYS); 2) APPROVING THE SUBSEQUENT AWARD OF A SERVICE CONTRACT, IN AN AMOUNT NOT TO EXCEED $86,000, TO THE LOWEST, RESPONSIVE BIDDER FOR A PERIOD OF UP TO ONE YEAR, PLUS OPTIONS FOR THE CITY TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR CONTRACTS, FOR A TOTAL OF UP TO FIVE YEARS, AND SUBSEQUENT CONTRACT AMOUNTS NOT TO EXCEED THE AMOUNT OF FUNDS PROGRAMMED IN THE PARKS MAINTENANCE OPERATING BUDGET (207.775.7432) FOR EACH FISCAL YEAR DURING THAT FIVE-YEAR TERM LIMIT; AND 3) THE CITY MANAGER TO EXECUTE SAID AGREEMENT AS SPECIFIED IN CAMPBELL MUNICIPAL CODE SECTION 3.20.100 (RESOLUTION/CONSENT)

WHEREAS, the City of Campbell (City) – Public Works Department's Maintenance Division (Public Works) maintains approximately 365,000 square feet (8.4 acres) of median islands and other right-of-way areas to promote safe travel conditions for pedestrians and vehicles; and

WHEREAS, the City is responsible for implementing services to maintain elements of their landscaping such as trees, shrubs, and ground covers (e.g., mulch, bark, flower beds, etc.); and

WHEREAS, many of the City's median islands are situated along major traffic arterials, which are highly visible to the public and require consistent maintenance of their landscaped features; and

WHEREAS, the City also maintains sections of landscaping located in other right-of-ways and C3 stormwater treatment areas; and

WHEREAS, ongoing construction and various development projects have expanded the landscaping in some of these areas that fall under the City's maintenance jurisdiction; and

WHEREAS, the efforts to maintain these landscaped features demand a considerable amount of time and resources to implement; and

WHEREAS, the City has contracted its landscaping services to professional providers who possess the necessary training and equipment to maintain the landscaping on the City's medians and other public right-of-ways in a prompt and efficient manner; and

WHEREAS, upon the approval of the City's annual budget for FY 18, funds were allocated in the Public Works Parks Maintenance Operating Budget (207.775.7432) to increase the frequency of contractual landscaping services for the City's medians and other right-of-way areas; and

WHEREAS in 2019, the City awarded a one-year service contract to Brightview Landscape (Brightview) to provide landscaping services for the City's medians and other right-of-way areas through the end of FY 20, plus the option to renew four additional one-year service contracts, for a total of up to five years with services to conclude at the end of FY 24; and

WHEREAS, with the Brightview contract set to expire in June of 2024, a new contract will be required to continue these services for the current fiscal year and beyond; and

Attachment: Resolution (Landscaping Services Contract)

WHEREAS, to facilitate the timely award of a multi-year contract before the current one expires, staff has developed a scope of work and the specifications to be advertised with the request for bids to solicit services from qualified professionals to maintain the landscaping on the City's median islands and other right-of-ways; and

WHEREAS, staff is requesting that the City Council approve the specifications and authorize staff to solicit bids from qualified contractors to provide contractual landscaping services as programmed in the Public Works Parks Maintenance Operating Budget for FY 25; and

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

WHEREAS, staff is also requesting the City Council's approval to award a one-year service contract to the lowest, responsive bidder, in an amount not to exceed $86,000, and the option for the City to renew up to four additional one-year service contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Parks Maintenance Operating Budget for each fiscal year during those terms; 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

WHEREAS, the costs associated with this action will be $86,000 in FY 25, however, funding in this proposed amount has been programmed in the Public Works Parks Maintenance Operating Budget (207.775.7432) for FY 25, and upon budget approval, will be available to award a contract and implement services during FY 25; and

WHEREAS, the authority to renew four additional one-year service contracts, for a total of five years, is consistent with the agreement's terms of service and the option to renew pending the City's landscaping needs and amount of funds programmed in the Public Works Parks Maintenance Operating Budget; and

WHEREAS, if required, budget adjustments will be made accordingly to accommodate the service needs of future contract years and to offset any impacts on the budget at that time.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell hereby 1) approves the specifications and authorizes the solicitation of bids for contractual landscaping services for the City's median islands and public right-of-ways; 2) approves the subsequent award of a service contract to the lowest, responsive bidder, in an amount not to exceed $86,000, for a period of one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Public Works Parks Maintenance Operating Budget (207.775.7432) for each fiscal year during that five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

PASSED AND ADOPTED this 16th day of April, 2024, by the following roll call vote:

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

APPROVED:

_____

Susan M. Landry, Mayor

ATTEST:

_____

Andrea Sanders, City Clerk

Attachment: Resolution (Landscaping Services Contract)

CITY OF CAMPBELL
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS

FOR
LANDSCAPE MAINTENANCE SERVICE
FOR
MEDIAN ISLANDS AND RIGHT-OF-WAYS

BIDS DUE BY:

WEDNESDAY, MAY 15, 2024 AT 2:00PM

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

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Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

NOTICE INVITING BIDS

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CITY OF CAMPBELL
DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS FOR LANDSCAPE MAINTENEACE SERVICE FOR MEDIAN ISLANDS AND RIGHT-OF-WAYS

NOTICE TO CONTRACTORS

The City of Campbell is soliciting bids from licensed and bonded contractors for the provision of regular and scheduled professional landscape maintenance services. Services are for the City's major street thoroughfare median islands and other right-of-way areas throughout the city; estimated at 4.5 acres of moderate to highly maintained landscape within the city's 6.5 square miles.

INSTRUCTIONS FOR BIDS

Bid Packets containing specifications and instructions can be obtained online at www.cityofcampbell.com or from the City's Service Center – Administration Building, located at 290 Dillon Ave., Campbell CA. All bids must include all required forms and information as outlined in the project Specifications, General Conditions and Instructions to Bidders. Bids must be submitted to:

City of Campbell
City Clerk's Office
ATTN: Bob Siudzinski
70 North First Street
Campbell, CA 95008-1423

Submittals are due no later than **2:00 p.m. on Wednesday, May 15, 2024.** The City of Campbell reserves the right to reject all bids and to waive any informality.

PROJECT INFORMATION

Any questions related to this project should be directed to Bob Siudzinski at 408-866-2772.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

1. Date and Place of Opening Bids. Notice is hereby given that sealed bids will be received at the Office of the City Clerk of the City of Campbell (City), 70 N. First Street, Campbell, CA 95008-1423 until **Wednesday, May 15, 2024 at 2:00 p.m.**, for the foregoing project. The bids submitted will be publicly opened and read aloud at that time. ***Sealed bids shall be enclosed in an envelope clearly marked: "BIDS FOR LANDSCAPE MAINTENANCE SERVICES***". (BIDS RECEIVED AFTER THE DATE AND TIME STATED ABOVE WILL BE REJECTED AS NONRESPONSIVE. IT IS HIGHLY RECOMMENDED THAT ALL BIDS BE HAND DELIVERED).

2. Location of Work. The work to be performed is located in various median islands and right-of-ways throughout the City of Campbell.

3. Description of Work. The work to be performed, in general, consists of furnishing all labor, tools, equipment, transportation, materials, and traffic control required to complete landscape maintenance services for city medians and right-of-ways that are in or near heavy vehicle traffic areas. For additional information, please contact the City of Campbell, Public Works Department, Project Manager Bob Siudzinski by telephone at 408.866.2772 or by email at bobs@campbellca.gov.

   Bids are required for the entire work described in the project specifications and contract documents and must be submitted on the bid forms provided by the City of Campbell for this project.

4. Contract Documents. The contract documents, including, but not limited to, the Notice Inviting Bids, instructions to bidders, specifications, special provisions, bid forms and contract may be seen and picked up at the office of the Public Works Superintendent of the City of Campbell located at 290 Dillon Avenue, Campbell, California. Bids must conform and be responsive to all contract documents.

   Interested parties may view Contract Documents, including, but not limited to, the Notice Inviting Bids, instructions to bidders, specifications, special provisions, bid forms and Contract may be seen on the Quest website at no charge. The digital Contract Documents may be downloaded for $22.00 by inputting the QuestCDN Project #xxxxxxx on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the plan holders list, receive notification of addenda, and to be eligible to bid, interested parties must download the Contract Documents from QuestCDN. Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents.

5. Award of Contract. All terms and conditions contained in the contract documents shall become a part of the Contract for this project. The Contractor agrees to honor the submitted Bid Proposal for a period of at least 90-calendar days after the opening of the Bid Proposal. It is anticipated that the Contract for this project will be awarded to the lowest responsible responsive bidder. A bid may be rejected if the City determines that any of the bid item prices are materially unbalanced to the potential detriment of the City. To the fullest extent permitted by law, the City reserves and maintains the right to reject any and all bids and to waive any bid informality or irregularity at its discretion.

6. Prevailing Rate of Wage. The work contemplated by the contract documents is a public work subject to prevailing wages under California Labor Code Section 1770 *et. seq.* Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. In accordance with Sections 1770 through 1780 inclusive of the California Labor Code, the City has obtained from the Department of Industrial Relations the general prevailing rates of wages in the locality in which the work is to be performed. The Contractor to whom the Contract for this project is awarded and any subcontractors must pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates included in the Bid Proposal and Contract for the project shall be posted by the Contractor at a prominent place at the site of the work. Copies of the prevailing rates of wages for this project are found in Appendix D of the Project Specifications.

7. Licenses. All bidders, contractors and subcontractors shall be licensed in accordance with the laws of the State of California. All contractors and subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California throughout the course of this project.

   Failure to possess the specified license at the time the bid is submitted shall render the bid non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at bid submission and result in a forfeiture of the bid security. Bidder/contractor is required to provide with its bid satisfactory proof of licensure to the City.

8. Business License. All contractors and subcontractors working in the City of Campbell must have a valid City of Campbell Business License at the time the Contract is awarded. Business Licenses may be purchased at the Finance Department at 70 N. First Street, Campbell, California.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

9. **<u>Mandatory Pre-Bid Meeting</u>. Wednesday, May 1, 2024, at 9:00 AM. Located at the Campbell Service Center; 290 Dillon Ave, Campbell, California 95008.**

10. <u>Pre-Bid Site Review</u>. None.

11. <u>Apprentices</u>. Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq*. to ensure compliance and complete understanding of the law regarding apprentices. Contractors and subcontractors shall comply with all such requirements concerning the employment and wages of apprentices. Bidder/contractor is responsible for the compliance of its subcontractors with California Labor Code Sections 1777.5, 1777.6 and 1777.7.

12. <u>State of California Department of Industrial Relations (DIR) Registration.</u> Contractors and subcontractors must be registered with the DIR pursuant to California Labor Code Section 1725.5. California Labor Code Section 1725.5 mandates that all contractors and subcontractors who bid or work on public works project must be properly registered with the DIR. Effective March 1, 2015, the City cannot accept a bid from a contractor that is not properly registered with the DIR. For public works projects, like this project, the City is required to use only those contractors and subcontractors that have been properly registered with the DIR. The Contractor and subcontractors (as listed on the Statement of Subcontractors Form) shall provide proof of DIR registration at the time of Bid. This project is subject to compliance monitoring and enforcement by the DIR pursuant to California Labor Code Section 1771.4.

    NOTICE:

    No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

    No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

13. <u>Resolution of Construction Claims</u>. Each bidder is hereby notified of California Public Contract Code Section 9204 (a copy of which is included as Appendix E in the Project Specifications) as such section relates to resolution of construction claims. All provisions of Public Contract Code Section 9204 are incorporated into and form an integral part of the contract documents for this project. Failure of a public entity to respond to

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

a claim within the time periods described in Public Contract Code Section 9204 shall result in the claim being deemed rejected in its entirety.

14. Project Administration. All questions relative to this project must be submitted in writing and received a minimum of 5 working days prior to the bid opening date and shall be directed to:

City of Campbell, Public Works Department

70 North First Street, Campbell, CA 95008-1423

Attention: Bob Siudzinski, Project Manager

bobs@campbellca.gov

Tel: (408) 866-2772

Fax: (408) 370-3304

CITY OF CAMPBELL

By:_____
Andrea Sanders, City Clerk

Publish: April 10, 2024
April 17, 2024
April 24, 2024

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

BID INSTRUCTIONS

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS FOR LANDSCAPE MAINTENANCE SERVICE FOR MEDIAN ISLANDS AND RIGHT-OF-WAYS

I. OVERVIEW

The City of Campbell Public Works Department (hereinafter "City") is soliciting bids from qualified landscape service providers (hereinafter "Contractor") to secure the performance of professional landscape services, which will provide necessary routine landscape maintenance of median islands and public right-of-ways throughout the city.

II. BACKGROUND

The City maintains approximately 365,000 square feet (8.4 acres) of median island and other right-of-way landscape throughout the City. The median islands are generally located in the City's major traffic arterials, including Bascom Ave., Hamilton Ave., Winchester Blvd. and Campbell Ave. as well as a few other minor streets. The City also maintains the median island landscape on the portion of San Tomas Expressway located within the City Limits.

These landscaped areas are made up of various landscape features including trees, shrubs and ground covers as well as a variety of hardscapes such as concrete, cobble and pavers which need to be cleaned. Additionally, extensive irrigation systems are maintained to properly water the landscaped areas.

Providing proper traffic control is a critical maintenance component whenever working on streets with high volumes of traffic.

The city also maintains County, Cal Trans and residential frontages and backups, C3 storm water treatment areas and Special Maintenance Districts.

III. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

A. Bidder's Conference

A Pre-Bid Conference will be held at **9:00 a.m., Wednesday, May 1, 2024**. The location of the **meeting will be in the Service Center Conference Room**, located within the Public Works Service Center Administration Building located at 290 Dillon Ave, Campbell, CA. It is **MANDATORY** for all interested contractors to attend this meeting. All contractors should be sure to sign-in and/or leave a business card to be placed on the mailing list for any addenda's issued.

B. Requests for Information

Questions regarding documents, discrepancies, omissions, or doubt as to meaning will be clarified for all bidders through an Addendum. **Questions**

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

pertaining to this RFB must be submitted in writing no later than 5 days prior to the deadline date via e-mail to Bob Siudzinski at bobs@campbellca.gov.
Be as specific as possible, citing the specific section/number where applicable. The City will provide a written response to all pertinent questions in the form of an Addendum.

C. Addenda or Bulletins
Any addenda or bulletins issued during the time of bidding shall become a part of the specifications and shall be posted on the city's project website.

D. Evidence of Responsibility
All applicants must be licensed and bonded.

IV. BID FORMAT AND SUBMISSION REQUIREMENTS

1. Forms
   a. All proposals must be submitted along with the provided forms prepared by the City and included in this packet. All items on all forms must be completed. Numbers should be stated in figures and signatures of individuals must be in legible longhand. The completed forms must be without interlineations, alterations, or erasures.

2. Requirements
   a. The successful contractor shall be required to provide the following documents to the City within ten (10) days of notice of bid award:
      i. Payment Bond assuring that employees and subcontractors will be paid, in the amount of 25% of the first year's contract price
      ii. Certificate of Insurance documenting proof of the following coverages throughout the term of the contract:
         1. Worker's Compensation Insurance;
         2. Public liability and property damage insurance with limits of not less than $1,000,000 per occurrence;
         3. The City of Campbell must be named as additional insured's;
         4. The insurance may not be cancelled or reduced without providing thirty (30) days written notice to the City of Campbell.
      iii. Proof of obtaining a City of Campbell Business License.

V. AWARD OF CONTRACT

The City shall award the contract to the lowest responsible bidder for a one-year period, with the City's sole option to renew the contract(s) for an additional four (4) – (1) one-year contracts.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

The City reserves the right to reject any and all bid proposals, to modify the scope of the project to meet budget constraints, and to waive any informality or no substantive irregularity as the interest of the City may require.

VI. EXTENSION OF CONTRACT

The term of the first contract will begin July 1, 2024 and end on June 30, 2025. The City of Campbell, at its sole discretion, may elect to extend the service contract for an additional 4 (four), one-year terms, pending satisfactory performance under the original contract. Additional contract terms will be from July 1 through June 30 of each following Fiscal Year.

Purchase Orders will be created for a period of one year in junction with the City's Fiscal Year, July 1 through June 30 of each year.

Annual contractual cost increases, beginning July 1, 2024 shall be equal to the February-to-February San Francisco-Oakland-San Jose Consumer Price Index-All Urban (CPI) in an amount not to exceed four percent (4%) but not lower than two percent (2%), annually, on July 1 of each contract renewal.

SPECIAL PROVISIONS

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

PROJECT SPECIAL PROVISIONS

PURPOSE: The City of Campbell is soliciting bids from licensed and bonded contractors for the provision of regular and scheduled professional landscape maintenance services. Services are for the City's major street thoroughfare median islands and other right-of-way areas throughout the city; estimated at 4.5 acres of moderate to highly maintained landscape within the city's 6.5 square miles.

1. GENERAL INFORMATION

1.1. Contractor(s) shall provide all labor, material, equipment and other services necessary for landscape management, maintenance and irrigation services for landscaped median islands and right-of-ways within the city limits described in these special provisions.

2. SERVICES

2.1. The services to be performed under this contract include the following items:

2.1.1 Initial inspection and formal report on the condition of all plant material, irrigation systems and hardscape for all areas of the contract.
2.1.2 Monthly irrigation reports.
2.1.3 Irrigation system maintenance.
2.1.4 Litter, weed and debris removal.
2.1.5 Trimming and clearance pruning of shrubs and ground covers.
2.1.6 Replacement of landscape materials including mulch (separate pay item).
2.1.7 Project supervision and coordination of activities with the City.

3. LOCATION OF WORK

3.1. Service areas are defined in Section 8 of these specifications but are generally located on the city's major thoroughfares and right-of-ways fronting Cal-Trans and County pockets.

4. DEFINITIONS

4.1. Landscape Areas - All planted or unplanted areas and hardscapes, including concrete areas, curb and gutters, and walls within the project limits.

4.2. Repair and Renovation Work (R&RW) - Any agreed upon work that is beyond the normal and routine maintenance activities as described in this contract.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

5. GENERAL REQUIREMENTS

5.1. Laws to Be Observed:

5.1.1. Contractor shall keep itself fully informed of all existing and future state and federal laws, including O.S.H.A. standards, Santa Clara County regulations, and all municipal ordinances and regulations of the City of Campbell which in any manner affect those engaged or employed in the provision of the services or the equipment and materials used, or which in any way affect the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5.2. Public Convenience and Safety:

5.2.1. Traffic control procedure stated herein and traffic control standard plans shall be the MINIMUM accepted by the City. Any variations shall be approved by the City Project Manager prior to use. In no way shall compliance with these requirements and standards relieve the Contractor of any liability for claims or damages arising from the Contractor's work.

5.2.2. Contractors will close the vehicle lanes adjacent to the work area provided that at least one lane in each direction is open. City approval is required for total lane closure in one or more directions. Adequate traffic warning and control devices shall be provided and maintained by the Contractor during maintenance activities in accordance with the "U.S. Department of Transportations' Manual on Uniform Traffic Control Devices" latest edition (http://mutcd.fhwa.dot.gov/kno_2003r1r2.htm).

5.2.3. A lighted arrow board is required for all lane closures plus warning signs. Any lane closure must be approved by the City Inspector and not conflict with peak directional traffic flow from 6:00 a.m. to 8:30 a.m. and 3:00 p.m. to 7:00 p.m. When inadequate traffic warning and control devices have been installed, work shall stop until all necessary devices have been installed according to the current CA MUTCD "Chapter 6 - Temporary Traffic Control".

5.2.4. Flag persons are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic.

5.2.5. All the work specified herein shall be considered to be the Contractor's expense.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

5.3. Permits and Licenses:

5.3.1. Contractor shall procure all permits and licenses, pay all charges and fees, give all notices necessary and incidental to the due and lawful prosecution of the provision of services. Contractor must contact the Santa Clara County Transit District for any permits (e.g. VTA restricted access permit) and/or training required to work along the LRT line if and when such work is required.

5.4. Responsibility for Damage:

5.4.1. Contractor shall take all responsibility for the services, shall bear all losses and damages directly or indirectly resulting to Contractor, to any sub-contractor, to the City, to City employees on account of the performance or character of the services, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City. Said Contractor shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any and all loss, liability, expense, claim, costs, suits and damage of every kind, nature and description directly or indirectly arising from the provision of the services.

5.5. Responsibility for Work:

5.5.1. Except as provided above, until the formal acceptance of the services by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by execution or from the non-execution of the services. Contractor shall rebuild, repair and restore, and make good all injuries or damages to any portion of the services occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

5.6. Responsibility of City:

5.6.1. The City shall not be held responsible for the care or protection of any material or portion of the work prior to final acceptance, except as expressly provided for in these requirements.

5.7. Preservation of Property:

5.7.1. Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

5.8. Cooperation:

5.8.1. Should work be performed by other firms within or adjacent to the limits of the services specified, or should work of any other nature be underway by other firms within or adjacent to said limits, Contractor shall cooperate with all such other firms so that any delay or hindrance to their work will be avoided.

5.8.2. The right is reserved to the City to perform other services as additional work at or near the site (including material sources) at any time, by the use of other firms or city work crews.

5.8.3. When two or more firms are employed on related or adjacent work, each shall conduct their operations in such a manner as to not cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations and for loss caused the other due to Contractor's unnecessary delays or failure to finish the services within the time specified for completion.

5.9. Assignment:

5.9.1. The performance of the services may not be assigned except upon the written consent of the City Project Manager. Consent will not be given to any proposed assignment that would relieve the Contractor of their responsibilities under the requirements and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the requirements and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of the services, in the event that Contractor should be in default therein.

5.10. Care and Protection:

5.10.1. Contractor shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of the work, and all such damage will be repaired by the Contractor when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of the work.

5.11. Worker Safety:

5.11.1. Contractor shall observe all applicable O.S.H.A. and Cal-O.S.H.A. requirements.

5.12. Documentation to Be Supplied:

5.12.1. Contractor, upon request by the City, shall supply all necessary documentation to show that Contractor has complied with all terms.

5.13. Personal Identification:

5.13.1. All personnel who work on this project will wear clothing, which bears the Contractor's company name.

5.14. Storage Areas:

5.14.1. Contractor is responsible for making Contractor's own storage arrangements for equipment and material, etc. Stockpiling material on the streets or in the public right-of-way is not allowed at any time. Materials and debris will be removed from the job sites by the end of the working day. Failure to do so will cause the City to remove the material or debris from the site and deduct the cost of said work from the Contractor's monthly maintenance payment.

5.15. Identification:

5.15.1. All equipment used in performance of the work shall be clearly marked with the Contractor's name, insignia, or other identifying emblem. Such markings shall be provided at the Contractor's sole expense.

6. SERVICE REQUIREMENTS

6.1. Maintenance of Landscape Areas

6.1.1. General Debris and Litter Control

6.1.1.1. All Litter and debris (leaves) will be removed from the landscape areas and the hardscape areas which include concrete curbs, gutters, sidewalks and the emergency pavement lane adjacent the median islands. All leaves should be removed within 30 days of tree defoliation.

6.1.2. General Trimming and Pruning

6.1.2.1. Qualified professional personnel shall perform all pruning. Only recognized and approved methods, techniques and standards shall be used. Plants or Trees pruned improperly or damaged will be replaced by the Contractor with plants of the same appropriate size as determined by the City Project Manager.

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6.1.2.2. Weed eaters SHALL NOT be allowed to come into contact with shrubs or trees. Damaged plant material shall be immediately replaced at Contractor's cost.

6.1.2.3. Excessive pruning or stubbing back will not be permitted. Hedging is not permitted in areas designated as "Bay-Friendly", "Re-scape California" or as Special Maintenance District. Hedging will be allowed in median islands on the major thoroughfares. Hedging will be pre-authorized by the City Project Manager for specific planting areas.

6.1.2.4. All dead or damaged branches shall be removed.

6.1.2.5. Pruning cuts shall be made cleanly and with no tearing of the bark.

6.1.2.6. All brush is to be removed from the site. No stockpiling of debris will be allowed on this project.

6.1.2.7. Pruning of tree and plant material shall be done for the following conditions:

6.1.2.7.1. To maintain clearance from hardscape, vehicles, or facilities.
6.1.2.7.2. To provide visibility of pedestrians and motorists.
6.1.2.7.3. To maintain walkways and maintenance bands free from obstructions and/or safety issues.
6.1.2.7.4. To improve or enhance plant growth, e.g., pruning roses in the winter, cutting back ornamental grasses and some groundcovers annually or biannually or as directed.
6.1.2.7.5. To eliminate or reduce potentially unsafe conditions.
6.1.2.7.6. To correct shape, particularly for wind disfigurements.

6.1.3. Shrubs and Planting Areas

6.1.3.1. Pruning

6.1.7.1.1. Pruning of plant material shall be performed whenever necessary to meet the following conditions:
6.1.7.1.2. To maintain clearance from other plants, hardscape, vehicles or facilities
6.1.3.1.3. To provide visibility for pedestrians and motorists
6.1.3.1.4. To maintain walkways, curb & gutters, and maintenance bands free from obstructions.
6.1.3.1.5. To eliminated or reduce potentially unsafe situations, e.g. trim groundcover on walls to eliminate nesting sites for rodents.

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6.1.3.1.6. All shrubs shall be pruned to correspond to and enhance the natural form and flowering habit. Shrubs shall be pruned according to guidelines in the most current edition of Arboriculture, by Harris, Clark and Matheny.

6.1.3.1.7. Shrubs shall be pruned using selective cuts to lateral branches, or to the point of origin (thinning cuts). Shrubs shall not be sheared or hedged unless specifically required by the City Project Manager.

6.1.4. Groundcover Plantings

6.1.4.1. Plant materials must be maintained and controlled to provide clearance from trees and shrubs.

6.1.4.2. Mowing shall be accomplished where possible by large mowers set at four (4) inches in height. Where shrubs or other obstructions preclude this technique, weed eaters shall be used in tighter areas, including bioswale grasses.

6.1.4.3. Groundcover shall be mowed on an annual basis unless otherwise directed by the City Project Manager.

6.1.5. Median Island and Hardscape Maintenance

6.1.5.1. These areas consist of hardscape associated with median islands located within the service areas and include curb and gutter, pork chop islands, raised planter beds, maintenance bands, concrete masonry, and exposed cobble. All of these items must be maintained in a clean, safe and weed free condition.

6.1.5.2. The hardscape surface itself shall be kept free of mud, weeds, trash or any other debris at all times

6.1.6. Weed, Disease and Pest Control

6.1.6.1 Landscape areas shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers with specific recommendations by a licensed Pest Control Advisor. Extreme caution shall be observed if applying selective weed killers so as not to damage any other plants. Spraying shall only be done at times when there is no wind and only in compliance with section 7, titled “Integrated Pest Management”.

6.1.6.2. Contractor agrees to provide material safety data sheets on any and all pesticides used on the site prior to their

application. Poison baits must be placed so as not to create a hazard to children or pets.

6.1.6.3. A screenshot of the Contractor's State Pesticide Report must be furnished each month before any payments will be made. See Appendix F for further information on how to make this report.

6.1.7. Payment

6.1.7.1. All items of work described in the section entitled "Maintenance of Landscape Areas" will be paid as one pay item. No other payments will be made unless otherwise specified in this section.

6.2. Replacement of Materials

6.2.1. Replacement trees shall be of a size, condition and variety acceptable to the City Project Manager. All plants shall be healthy, vigorous stock, free of insects and disease. Specifications for acceptance of nursery stock should follow the most current guidelines in "Guideline Specifications for Nursery Tree Quality" published by the Urban Tree Foundation.

6.2.2. All replacement plants shall be nursery grown stock and shall have been grown in the specified container for not less than four (4) months, but shall not have been overgrown in the container so as to become root-bound.

6.2.3. The Contractor shall replace all bare, dead or unhealthy turf and grasses in kind through seeding or sod installation.

6.2.4. The Contractor at no cost to the City will replace any tree, turf, or plant material that dies or appears in poor health due to lack of maintenance or actions by the Contractor.

6.3. Irrigation System Maintenance

6.3.1. The irrigation system consists of automatic controllers, backflow devices, low voltage wires, remote control valves, irrigation laterals, risers, low volume drip emitters and bubblers, filters, pressure regulators, pressure relief stations and all other incidentals associated with standard low volume City irrigation systems.

6.3.1.1. Maintenance of the existing system shall include, but not limited to:

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6.3.1.1a) Annual blowing out of lateral lines to remove debris by removing the last irrigation head and flushing lines;
6.3.1.1b) Monthly exercising of controllers and valves;
6.3.1.1c) Monthly checking of mains, laterals, risers, and heads for leaks;
6.3.1.1d) Repairs/replacements of all components downstream of each station valve (excludes valve)
6.3.1.1e) Checking drip bubblers for correct flow, cleaning filters, adjusting pressure reducing valves, and cleaning and adjusting valves;
6.3.1.1f) Raising and/or straightening of heads that are sunken and/or tipped as necessary or as directed;
6.3.1.1g) Cleaning and adjusting valves, emitters, bubblers, and sprinkler heads for optimum performance;
6.3.1.1h) Annual cleaning of Y-strainers;
6.31.1i) Monthly irrigation reports;
6.3.1.1j) Contractor must provide personnel who are trained in the Management of smart web based controller and ET based watering systems. A complete irrigation system check will be done monthly. Contractor shall respond and make necessary repairs within twenty-four (24) hours.

6.3.2. In the event of a drought, the Contractor shall cooperate in the enforcement of mandated water allocations.

6.3.3. Contractor shall provide a certified irrigation technician to perform system checks and repairs to the irrigation system on a scheduled basis.

6.3.4. Irrigation Reports

6.3.4.1. A complete irrigation system review and written report shall be done for each month that irrigation maintenance is required. The written report shall list each controller and valve station condition, date and time checked, irrigation schedule and maintenance performed (i.e., adjusting, cleaning, etc.).

6.3.4.2. Damage reports or problems not resulting from the Contractor's activities or negligence shall list the approximate cost of the repair or modification in addition to the date checked, controller, valve number and type of problem.

6.3.4.3. The irrigation report shall be submitted along with the monthly billings and must be approved by the City Project Manager prior to any payment.

6.3.5. Irrigation Repairs

6.3.5.1. Irrigation repairs shall be completed within forty-eight (48) hours after approval by the City Project Manager.

6.3.5.2. All repairs or replacements not resulting from maintenance operations will be paid as specified in accordance with the provisions in the maintenance contract.

6.3.5.3. Installation of replacement parts must be as per original design intent. The same exact parts (i.e., same drip bubbler with same G.P.H. rating) must be used for replacements unless otherwise specified by the City Project Manager.

6.3.6. Irrigation System Scheduling

6.3.6.1. Irrigation shall be scheduled with appropriate frequency and duration to meet the water requirements of the plants served by the valve.

6.3.6.2. Irrigation frequency shall be determined by the evaporative demand and rainfall. Irrigation frequency shall be adjusted as necessary to account for predicted changes in weather and water use.

The Contractor should be familiar with and employ the use of local CIMIS data to determine irrigation frequency and seasonal volumes. The target application rate is 70% of ET.

6.3.6.3. Irrigation duration shall be adjusted for each valve to apply the appropriate amount of water required to wet the root zone of the plants within that irrigation zone. Irrigation duration shall consider the following:

6.3.6.3.1. Precipitation rate (inches per hour) of the specific sprinkler operated by that valve.

6.3.6.3.2. Infiltration rate of the soil.

6.3.6.3.3. Water holding capacity of the soil (inches of available water per foot of soil).

6.3.6.3.4. Rooting depth of plant material:

6.5.6.3.4.1. Turf 12”
6.5.6.3.4.2. Ground covers 12”
6.5.6.3.4.3. Shrubs 24”
6.5.6.3.4.4. Trees 36”

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6.3.6.4. Irrigation shall be applied in a manner to avoid erosion, excessive run-off, ponding, dry spots or creation of a waterlogged soil condition. If it is determined that these conditions result in damage to trees, shrubs, groundcover or hardscape, any damage shall be repaired or plants replaced at the Contractor's expense.

6.3.7. Controller:

6.3.7.1. Irrigation controllers shall be programmed as much as necessary, and as climate conditions dictate or as directed by the City Project Manager, including any smart web based controller system applications.

6.3.7.1.1. Controller programming shall adhere to the scheduling requirements set forth by the City Project Manager.

6.3.7.1.2. Controller programs shall be designed to conserve water and encourage deep rooting of all trees and ground cover.

6.3.7.1.3. Controllers shall be set to irrigate between the hours of 9:00 p.m. and 5:00 a.m.

6.3.8. Payment

6.3.8.1. All items of work described in the section entitled "Irrigation System maintenance" will be paid as one pay item. No other payments will be made unless otherwise specified in this section.

6.4. Repair and Renovation Work (R&RW):

6.4.1. From time to time the City Project Manager or his representative may request work to be done that is not part of the scheduled scope of work. This work will be paid under Repair and Renovation Work (R&RW).

6.4.1.1. When work is to be paid for under R&RW, the labor, materials and equipment used in the performance of such work shall be subject to the prior written approval of the City Project Manager and compensation will be determined as specified herein.

6.4.2. Agreed Price:

6.4.2.1. The Director may ask for a written proposal from the contractor to perform repair and/or renovation work, if the City Project Manager accepts the proposal the Contractor payment will not exceed the amount of the mutually agreed upon unit price.

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6.4.2.1.1. If unforeseen conditions are encountered while completing the work that requires an increase in the amount of the agreed upon payment, these conditions should be brought to the attention of the City Project Manager for evaluation. A payment adjustment will be made at his sole discretion.

6.4.3. Time and Materials:

6.4.3.1. When no unit price is requested or agreed upon, then the Contractor will be paid for the costs for labor and materials used in performing the work determined as hereinafter provided.

6.4.3.1.1 Labor: Labor will be compensated at the rates quoted on the "Repair and Renovation Work, Hourly Rate Schedule" submitted as part of the contractor's cost proposal. There will be no "mark-up" to labor costs.

6.4.3.1.2 Materials: The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and mark-up on such materials. Only materials furnished by the Contractor and necessarily used in the performance of the work shall be paid for.

6.4.4. Work Performed by Special Forces or other Special Services:

6.4.4.1. When the City Project Manager and the Contractor determine that the forces of the Contractor cannot perform R&RW, the Contractor may subcontract with a City approved specialist.

6.4.4.2. When forces other than the Contractor's organization perform R&RW, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work. No additional payment will be made by the City by reason of the performance of the work by forces other than the Contractor's.

6.5. Records

6.5.1. The Contractor shall maintain Contractor's records in such a manner as to provide a clear distinction between the direct costs of R&RW and the costs of other maintenance work.

6.5.2. From the above records, the Contractor shall furnish the City Project Manager completed reports, for all Time and Material - R&RW. The R&RW reports shall be submitted no later than seven (7) days

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following the performance of said work. The R&RW reports shall list all work completed. The reports shall provide names or identifications of workmen, the hourly rate of pay and hours worked, and also the size type and identification number of equipment, and hours operated. Before presenting the R&RW reports to the City Project Manager for payment, the Contractor shall compile the cost of the R&RW to be paid for and attach a copy of the written cost estimate.

6.5.2.1 Material charges shall be substantiated by valid copies of Contractor's invoices. Such invoices shall be submitted with the R&RW reports, or if not available, they shall be submitted subsequently.

6.5.2.2 Should said Contractor's invoices not be submitted within sixty (60) days after the date of delivery of the material, the City Project Manager reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials are available in the quantities concerned delivered to the location of the work, less any discounts. Said R&RW reports shall be signed by the Contractor or Contractor's authorized representative.

6.5.2.3 The City Project Manager shall compare City's records with the completed R&RW reports furnished by the Contractor and make any adjustments. When these reports are agreed upon and signed by both parties, said reports shall not preclude subsequent adjustment based on later audit by the City. The cost records pertaining to work paid for on a R&RW account basis shall be open to inspection or audit by representatives of the City during the life of the Contract and for a period of no less than three (3) years after the expiration thereof, and the Contractor shall retain such records for that period.

7. INTEGRATED PEST MANAGEMENT

7.1. Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, and modification of cultural practices and the use of resistant varieties. IPM techniques include limiting the use of pesticides to situations where monitoring indicates that they are needed, selecting least toxic pest control materials, and applying these materials in a manner that minimizes risk to human health, beneficial and no target organisms, and the environment.

8. SERVICE AREAS

8.1 Table 1 below shows the medians and other areas to be serviced. Quantities and general description of the areas are provided for bidding purposes only and to provide the contractor the locations of the service areas that the contractor should visit prior to submitting a bid for maintenance services. The contractor should verify any quantities provided as no adjustments for payments will be made for discrepancies in quantities provided and actual quantities in the field.

TABLE 1

Area	Location	Median Islands Square Footage			General Description	Irrigation	
		Landscape	Hardscape	Total		No. of Controllers	Total No. of Stations
1	Bascom Ave *South of Apricot Ave. to Hamilton Ave*	20,445	10,232	30,677	Shrubs and Trees	1	5
2	Hamilton Ave *April Way to Beck Drive*	54,388	17,494	71,882	Shrubs and Trees	4	22
3	Hamilton Ave. / Hwy 17 *W/B Hamilton to N/B Hwy 17 On Ramp (Frontage)* *S/B Hwy 17 Off Ramp to Hamilton Ave (Islands)*	3500	0	3500	Shrubs and Trees	0	0
4	Winchester Boulevard *Latimer Ave. to Camden Ave*	11,452	1,213	12,665	Shrubs and Trees	2	12
5	Campbell Ave *Milton Ave to Winchester Blvd.*	9,904	843	10,747	Shrubs and Trees	1	6
6	San Tomas Expressway *Campbell Ave to Payne Ave*	7,378	6,062	13,440	Shrubs and Trees	2	6
7	Westmont Ave *Fawn Drive to 200 feet East of Harriet Ave*	9,224	0	9,224	Trees	1	4
8	Creekside Way *Campisi Way to Hamilton Ave*	2,305	0	2,305	Raphs, Ivy, Trees (Pears)	1	3
9	Winchester / Hacienda Percolation Pond Frontages *S/W Corner of Winchester & Hacienda*	12,000	0	12,000		1	4
10	Community Facilities District #2 Jasmine Court/Laurance Court Frontages	5700	0	5,700	C3 Water Treatment - ornamentals	1	
11	Hacienda Ave *Winchester Blvd. to Burrows Road*	55,000	3,000	58,000	No Mow Turf, Shrubs, Trees	2	57
12	Camden Ave Medians *Bascom Ave to White Oaks Road*	3500	0	3500	Trees and Cobble	1	2
	Total SF of Areas to be Maintained	**194,796**	**38,844**	**233,640**		**17**	**121**

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9. PAYMENTS

9.1. Payment, as provided herein shall constitute full compensation to the Contractor for performance of all work and no additional compensation will be allowed.

9.2. Deductions from Payments:

9.2.1. The City may, at its option and at any time, retain out of any amounts due the Contractor:
1) Sums sufficient to cover any unpaid claims which are not covered by insurance covering the City, its officers and employees, provided by the Contractor, and;
2) Any other sums which City is authorized or required to withhold under any applicable laws.

9.3. Basis of Payments:

9.3.1. The Contractor shall provide an invoice by the 10th day of each month for the previous month's service. The basis of payment for each purchase order agreement will be as follows:

9.3.2. The Project Manager may add or delete a service to the number of scheduled services as conditions warrant it.

9.3.3. Basis of payment for ALL maintenance areas includes the following three (3) general pay items.

9.3.3.1. Pay Item: Landscape Maintenance as described in Section 6.1 - "Maintenance of Landscape Areas".

9.3.3.1.1. Payment shall be made for each service provided as described in the above specifications for each service area as described in the Contractor's Bid Proposal.

9.3.3.2. Pay Item: Maintenance of the irrigation system as described in Section 6.5 - "Irrigation System Maintenance",

9.3.3.2.1. Payment shall be made for each service provided as described in the above specifications for each service area as described in Contractor's Bid Proposal.

9.3.3.2.2. Payment for repair of vandalism or vehicle accidents will be paid as part of R&RW

9.3.3.2.3. Irrigation Service is required monthly.

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9.3.3.3. Pay Item: Repair and renovation work as described in Section 6.6 - “Repair and Renovation Work (R&RW)”

9.3.3.3.1. Payment shall be made for each service provided as described in the above specifications “Repair and Renovation Work” and as directed by the project manager.

9.4. Prior to Payment:

9.4.1. Contractor shall furnish to the City the following documents prior to any monthly payment processed by the City:

9.4.1.1. A work schedule describing planned maintenance for the following month

9.4.1.1.1. Include number of crew(s), crew size(s), date and location of planned work

9.4.1.2. The maintenance summary for the service invoiced

9.4.1.3. Irrigation reports (status and repairs)

9.5. Payment of Invoices

9.5.1 Payment of invoices will be made in the ordinary course of business for work performed. Any sums due the City shall be deducted prior to payment.

9.6. Addition or Removal of Landscaped Areas

9.6.1. In the event that landscaped areas along the project areas are added to or removed from these landscape maintenance agreements by the City Project Manager, adjustments to the affected pay items will be made on the basis of square footage added or subtracted.

9.6.2. The City may choose to remove a service area entirely from the service agreement for budgetary or other reasons that are in the City’s best interest. If a service area is removed from service no payment will be made for the amount submitted on the contractor’s cost proposal.

9.7. Quote

9.7.1. Area Basis: Quotes for each purchase order will be based on the landscaped areas within the project limits and the square footage provided on the Cost Proposal Form. The square footage area is

given for reference only and will be used for calculating price adjustments for the addition or removal of landscapes. It is recommended; even strongly encouraged that each contractor visits the locations before submitting cost estimates. No pay adjustments will be made for discrepancies in the square footage area given and the actual square footage in the field.

9.7.2. If new landscape service areas are added to the agreement for maintenance, additional initial inspection reports will be required for each added area. These supplemental reports shall be submitted at the end of the first (30) days of maintenance. The initial inspection reports and monthly updates are required to receive the first and any subsequent partial payments, respectively.

10. SPECIAL PROVISIONS

10.1. Maintenance Expectations

10.1.1. The City of Campbell takes pride in the maintenance of the median islands located within its major streets and thoroughfares and realizes that these medians provide an enhanced gateway into the city. Landscape maintenance of these areas continues to be a focus as resources are reallocated threw out the City's parks and other landscaped areas. Contractors are expected to provide the basic landscape services to keep the conditions of these landscaped islands in a healthy, clean and well-established state. City crews will continue to monitor and litter the contracted areas and provide any additional responses as traffic, weather, or emergencies may require.

10.2. Supervision:

10.2.1. It is the Contractor's responsibility to furnish proper supervision of the project consisting of one employee assigned as Project Superintendent for the service areas who oversees and coordinates the maintenance activities.

10.2.1.1. Work under this item includes:

10.2.1.1.1. Maintaining service maintenance records, the amount of the various maintenance activities performed, the hours during which they were performed, employees who performed the work, location and equipment used,

10.2.1.1.2. Preparing reports,

10.2.1.1.3. Summary report of daily maintenance records,

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10.2.1.1.4. Irrigation report updates,

10.2.1.1.5. Providing on-site field supervision and verifying daily assignments of the various maintenance activities;

10.2.1.1.6. Reporting visually obvious deficiencies of any items to the project manager e.g. damaged traffic signs, etc.,

10.2.1.1.7. Coordinating the efforts of the different maintenance activities to obtain the maximum quality project appearance as well as coordinating with other contractors,

10.2.1.1.8. Receiving direction from the project manager and adjusting schedules and the amount of various activities to be performed.

10.2.2. Authorized Representative: Whenever the Contractor's Project Superintendent is not present on any part of the work where it may be desirable to give direction, the direction shall then be given by the City Project Manager or designated representative, which shall be received and obeyed by the authorized representative in charge of work. An authorized representative of the Contractor shall be available at all times while the purchase order for work under these requirements is in force.

10.2.3. Emergency Contacts: The City Project Manager shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

10.2.4. Inspection Tours: The Project Superintendent shall be available for inspection tours of the project with the Director or designated representative.

10.2.5. Payment for supervision of work shall be deemed under various other items of work and no separate payment shall be made.

10.3. Contractor's Initial Inspection Period

10.3.1. Initial Inspections

10.3.1.1. During the first thirty (30) days of maintenance, the Contractor shall inspect all landscape improvements. At the conclusion of the first thirty (30) days the Contractor

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shall submit a report on all plant material, turf, the irrigation system and associated hard surfaces within the service areas. These reports are required to receive the first and any subsequent partial payments. If additional landscape improvements are added to this agreement for maintenance, initial inspections will be required for the new areas. These supplemental reports shall be submitted at the end of the first (30) days of maintenance of the added new areas.

10.3.2. No additional payments are made for these inspections since they will be deemed to be part of providing maintenance of landscape and other work items.

10.3.3. Landscape Areas Initial Report

10.3.3.1. Contractor shall review the landscaped areas. The Contractor's report to the City Project Manager shall address missing or dead plant material, the general health and vigor of each species, and potential problems. Any plant material abnormalities and/or deficiencies shall be fully described and documented (may include photographs) and located by irrigation controller and valve station.

10.3.4. Irrigation System Initial Report

10.3.4.1. After reviewing each controller, remote control valve, irrigation head, backflow device and water meter, the Contractor's report to the Director shall address any design problems, missing heads, damaged valves or any other items, which in the Contractor's opinion could hamper the functioning of the system. The report shall list each irrigation controller and valve by station and zone.

10.3.5. Additional Landscape Reports

10.3.5.1. As additional landscape improvements are added to this agreement for maintenance, initial inspection reports will be required for the new areas. These supplemental reports shall be submitted by the end of the first (30) days of maintenance. These reports are required to receive the first and any subsequent partial payments.

10.3.5.2. No additional payments are made for these inspection reports since they will be deemed to be part of providing maintenance of landscape and other work items.

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10.4. Failure to Perform Supervision, Maintenance and Monthly Reporting:

10.4.1. Contractor shall be expected to perform maintenance of City-owned properties, as specified, without notice or instructions from the City Project Manager. However, in case of negligence on the part of the Contractor in performing specified work included in the purchase order, the City Project Manager shall notify the Contractor in writing to perform the specified maintenance.

10.4.2. Failure to respond to said written notice, and to perform said specified maintenance within forty-eight (48) hours after receipt of said written notice, will result in the City causing the maintenance work to be done and deducting the cost thereof from the payments due the Contractor.

10.4.3. Monthly payment will be withheld until all required monthly reports have been submitted.

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BID PROPOSAL

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Landscape Maintenance Service for Median Islands and Right-of-Ways
Bid Sheet

	Description (Section 8)	Unit	Quantity (Revocable)	Unit Cost	Extended Price
1	**Bascom Ave Medians**				
1A	Landscape Service as described in Section 6.1	Each	6		
1B	Monthly Irrigation Report as described in 6.5	Each	12		
2	**Hamilton Ave Medians**				
2A	Landscape Service as described in Section 6.1	Each	4		
2B	Monthly Irrigation Report as described in 6.5	Each	12		
3	**Hamilton Ave - Hwy 17 On Ramp Frontage**				
3A	Quarterly Landscape Service as described in Section 6.1	Each	4		
4	**Winchester Blvd. Medians**				
4A	Landscape Service as described in Section 6.1	Each	4		
4B	Monthly Irrigation Report as described in 6.5	Each	12		
5	**Campbell Ave Medians**				
5A	Landscape Service as described in Section 6.1	Each	4		
5B	Monthly Irrigation Report as described in 6.5	Each	12		
6	**San Tomas Expressway Medians**				
6A	Landscape Service as described in Section 6.1	Each	4		
6B	Monthly Irrigation Report as described in 6.5	Each	12		
7	**Westmont Ave Medians**				
7A	Landscape Service as described in Section 6.1	Each	4		
7B	Monthly Irrigation Report as described in 6.5	Each	12		
8	**Creekside Way Medians**				
8A	Landscape Service as described in Section 6.1	Each	4		
8B	Monthly Irrigation Report as described in 6.5	Each	12		
9	**Winchester/Hacienda Percolation Pond**				
9A	Landscape Service as described in Section 6.1	Each	4		
9B	Monthly Irrigation Report as described in 6.5	Each	12		
10	**Community Facilities District #2 (Jasmine Court/Laurance Ct)**				
10A	Landscape Service as described in Section 6.1	Each	12		
10B	Monthly Irrigation Report as described in 6.5	Each	12		
11	**Hacienda Ave C3 Water Treatment Parkstrips**				
11A	Landscape Service as described in Section 6.1	Each	12		
11B	Monthly Irrigation Report as described in 6.5	Each	12		
12	**Camden Ave Medians**				
12A	Landscape Service as described in Section 6.1	Each	3		
12B	Monthly Irrigation Report as described in 6.5	Each	4		
	TOTAL BID AMOUNT				

Total Bid Amount in Written Form:

_____

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

STATEMENT OF SUBCONTRACTORS

The Proposer shall list the name, address, the California contractor license number, and public works contractor registration number issued pursuant to California Labor Code Section 1725.5 of each subcontractor to whom the Proposer proposes to subcontract portions of the work, as required by California Public Contract Code Sections 4100 *et seq*. and the provisions in "Designation of Subcontractors" in Section 2-1.15A of the City of San José Standard Specifications.

NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER, CLASSIFICATION, & DIR REGISTRATION NUMBER	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR VALUE OF SUBCONTRACT

SIGNATURE OF PROPOSER: _____

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF PROPOSER

_____
TITLE

_____
DATE

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

DIR REGISTRATION STATEMENT

To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

By submitting its bid, the bidder certifies to have verified that it and all subcontractors used on this public work project are registered with the State of California Department of Industrial Relations (DIR) in compliance with California Labor Code sections 1771.1 and 1725.5. The registration numbers of the Bidder and all subcontractors to be used on this project are as follows:

_____

_____

_____

_____

_____

_____

_____

_____.

Note: The above DIR Registration Statement is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this DIR Registration Statement.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CERTIFICATION REGARDING DEBARMENT

To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

Note: The above Certification Regarding Debarment is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Certification Regarding Debarment.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with California Public Contract Code Section 10285.1, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in California Public Contract Code Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Public Contract Code Section 10285.1 Statement is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with California Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Note: The above Questionnaire is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with California Public Contract Code Section 10232, the bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies to the best of its knowledge and belief that, except as noted below, it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) Have not within a three (3) year period preceding this Bid Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The bidder also certifies that, if bidder later becomes aware of any information contradicting the statements above, it will promptly provide that information to the City of Campbell.

"Principals" for the purpose of this certification means any owner, partner, director, officer, and/or manager.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

In signing this certification, I declare under penalty of perjury that the foregoing certifications are assurances are true and correct.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

CONTRACT DOCUMENT

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CITY OF CAMPBELL

SERVICES AGREEMENT

This Agreement is entered into at Campbell, California on the _____ day of _____, 202__, by and between the **CITY OF CAMPBELL** (hereinafter referred to as "City") and _____ (hereinafter referred to as "Provider").

WHEREAS, City desires to _____; and

WHEREAS, Provider represents that it has the expertise, means, and ability to perform said _____;

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

1. **DUTIES OF PROVIDER**

1.1 Provider 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 Provider'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 The Provider, 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 Provider, time will be of the essence.

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

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

1.7 Provider 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, Provider shall act in the City's best interest as it relates to the project.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

1.9 The designated project manager for Provider shall be _____. The Provider'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 Provider executing this Agreement for the Provider shall have authority to make decisions regarding changes in services, termination and other matters related to the performance of this agreement on behalf of Provider.

1.10 The Provider (and its employees, agents, representatives, and subcontractors), in the performance of this Agreement, shall act in an independent capacity and not as officers 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 Provider 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. Provider 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.

1.11 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 Provider all available and pertinent data and information requested by Provider to facilitate the preparation of the documents called for in this Agreement. Provider shall be entitled to reasonably rely on all such information.

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

2.3 City shall review documents submitted by Provider 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 Provider, City agrees to compensate Provider for all services and direct costs associated with the performance of the project in an amount not to exceed $_____, as follows:

a. Once each month, Provider 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 Provider 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 Provider incurs other costs which are not specifically covered by the terms of this Agreement, but which are necessary for performance of Provider'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 Provider's services. In the event that the work is decreased, Provider is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change. Under no conditions shall Provider 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. Provider shall obtain prior written approval for a revised fee schedule from the City before exceeding such fee schedule.

3.4 In no event, will the Provider 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.

4. SUBCONTRACTORS

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

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

5. OWNERSHIP OF DOCUMENTS AND MATERIALS

All original drawings, documents, papers, data, materials, photographs, negatives and other work products prepared by the Provider and/or its subcontractors 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 Provider 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. Provider 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. Upon the completion or termination of this Agreement for any reason, the City shall be entitled to receive, and Provider 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 Provider that are in Provider's possession, custody or control. Provider 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**

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 Provider of such termination. In the event of such termination, Provider 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. In the event of such termination, Provider 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 Provider need be compensated only to the extent required by law.

7. **AUDIT AND INSPECTION**

Provider 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**

Provider agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, or ancestry of any employee of, or applicant for employment with, such Provider or subcontractor.

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**,** Provider 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 any and all claims, actions, causes of action, losses, damages, liabilities and costs of every nature, 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, Provider'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 Provider in performing services described herein.

In no event shall this section be construed to require indemnification by the Provider 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. Provider waives all rights to subrogation for any matters covered by the provisions of this section. Provider'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 Provider shall maintain insurance conforming to the following specifications to the fullest amount allowed by law for a minimum of _____ 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 Provider in rendering services to City.

C. **Minimum Limits of Insurance**

Provider 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.

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.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

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 Provider 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 Provider, products and completed operations of the Provider, premises owned, occupied or used by the Provider, or automobiles owned, leased, hired or borrowed by the Provider. 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 Provider'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 Provider'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 Provider's insurance shall apply separately to each

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

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 Provider 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.

E. **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, Provider shall immediately notify City and replace such coverage with another policy meeting the requirements of this Agreement.

F. **Subcontractors**

Provider 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 Provider 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 Provider 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.

G. **Acceptability of Insurers**

Without limiting Provider'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.

H. **Verification of Coverage**

Provider 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 statue, forms approved by the Insurance Commissioner are to be submitted. All certificates are to be received and approved by the City before work commences.

10. **MISCELLANEOUS**

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

10.2 Neither party may not 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 Provider 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 not 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 Provider 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 Provider.

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 Provider.

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

10.8 This Agreement may be executed in counterparts and will be binding as executed.

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

10.10 The term of this Agreement shall commence upon execution of the Agreement and terminate _____. Any extension of the Agreement shall be mutually agreed upon in writing and shall require an amendment to the Agreement signed by both parties.

10.11 Provider 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 Provider shall list current clients who may have a financial interest in the outcome of this Agreement. The Provider 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. Provider shall not make or participate in making or in any way attempt to use Provider's position to influence a governmental decision in which Provider knows or has reason to know Provider has a direct or indirect financial interest other than the compensation promised by this Agreement. Provider will immediately advise the City if Provider learns of a financial interest of Provider's during the term of this Agreement.

10.12 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.

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: _____
70 North First Street
Campbell, CA 95008

PROVIDER:
_____
Attention: _____
_____
_____
_____

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

PROVIDER

By_____

Title _____

CITY OF CAMPBELL

By _____

Title _____

Exhibit A - Scope of Services and Fees

BOND FOR FAITHFUL PERFORMANCE

We, the undersigned _____, (hereinafter "contractor") and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of California, as Surety, are obligated to the City of Campbell, (hereinafter "City") a municipal corporation under the laws of the State of California, in the sum of

_____Dollars ($_____) for the payment of which sum we obligate ourselves and our successors and assigns, jointly and severally by the following provisions:

The condition of this obligation is:

Because the obligated Contractor has, on _____, 2024, entered into written Contract with the City for the Project entitled “LANDSCAPE MAINTENANCE SERVICE FOR MEDIAN ISLANDS AND RIGHT-OF-WAYS ", a copy of which is attached and made a part of this bond, for the construction of the Project.

Now, therefore, if the Contractor shall faithfully perform the work in accordance with the specifications and contract documents during the original term, and any extensions of the contract which may be granted by the City, with or without notice to the surety, and if it shall satisfy all claims and demands incurred under the contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making any default, then this obligation shall be void; otherwise to remain in full force and effect.

If any legal action be filed upon this bond, it shall be filed within one year after final payment has been made under the contract excluding the warranty period, if any, provided for in the contract, and venue shall lie in the County of Santa Clara, State of California, and that surety, for value received stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed under it or the specifications accompanying it shall in any way affect its obligation on this bond, and it does by this means waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, and thereby waives the provisions of Section 2819 of the Civil Code of the State of California.

In witness, contractor and surety have executed this agreement as of _____, 2024

(Contractor)

By _____

Title_____

(Surety)

By _____

Address of Surety:

(Attach Acknowledgements)

(Both Principal's and Surety's Attorney in Fact)

Surety's Bond Number_____
(Accompany this bond with Attorney-in-fact's authority from Surety to execute the bond, certified to include the date of the bond.)

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

BOND FOR LABOR AND MATERIAL

We, the undersigned _____, (hereinafter "Principal") and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of California, as Surety, are obligated to the City of Campbell (hereinafter "City"), a municipal corporation under the laws of the State of California, in the sum of Dollars ($_____) for the payment of which sum we obligate ourselves and our successors and assigns, jointly and severally by the following provisions:

The condition of this obligation is that the Principal entered, or is about to enter, into a certain written Contract with the City dated _____, 2024, for the "LANDSCAPE MAINTENANCE SERVICE FOR MEDIAN ISLANDS AND RIGHT-OF-WAYS ", a true and correct copy of which is presently on file in the office of the City Clerk of the City of Campbell, which said Contract is hereby referred to and made a part hereof.

Because Principal is required to furnish a bond in connection with the contract, providing that if Principal, or any of its subcontractors, shall fail to pay for any materials, or other supplies, or for any work or labor on the contracted work of any kind, or for amounts due under the unemployment insurance act with respect to any work or labor on this project, the Surety on this bond will pay for the debt, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court.

Now, therefore, we, _____, as Principal, AND _____, as Surety, are obligated to the City of Campbell, in the sum of $_____, lawful money of the United States, for the payment of which sums will and truly to be made, we the said Principal and Surety bind ourselves, successors and assigns, jointly and severally, by these provisions.

The condition of this obligation is that if Principal, its successors or assigns, or its subcontractor, or subcontractors, shall fail to pay for any labor, materials, or other supplies, used in the performance of the work contracted to be done, or for amounts due under the unemployment insurance act with respect to this work or labor, then the Surety on this bond will pay for them, in an amount not exceeding the sum specified in this bond, and in case suit is brought upon this bond will also pay a reasonable attorney's fee, to be fixed by the court.

No prepayment or delay in payment and no changes, extensions, addition or alteration of any provision of said contract or in any specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

In witness, the parties have executed this agreement as of _____, 2024.

(Principal)
By _____
(Surety)
By _____
Address of Surety: _____
_____
Surety's Bond Number: _____

(Attach Acknowledgements)

(Both Principal's and Surety's Attorney in Fact)

(Accompany this bond with Attorney-in-fact's authority from Surety to execute the bond certified to include the date of the bond.)

APPENDICES

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

APPENDIX A

CONSTRUCTION WORKDAY CALENDAR

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CONSTRUCTION WORKDAY CALENDAR

2024 - 5 Day

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	683 2	684 3	685 4	686 5	6
7	687 8	688 9	689 10	690 11	691 12	13
14	15	692 16	693 17	694 18	695 19	20
21	696 22	697 23	698 24	699 25	700 26	27
28	701 29	702 30	703 31			

FEBRUARY

				704 1	705 2	3
4	706 5	707 6	708 7	709 8	710 9	10
11	12	711 13	712 14	713 15	714 16	17
18	19	715 20	716 21	717 22	718 23	24
25	719 26	720 27	721 28	722 29		

MARCH

					723 1	2
3	724 4	725 5	726 6	727 7	728 8	9
10	729 11	730 12	731 13	732 14	733 15	16
17	734 18	735 19	736 20	737 21	738 22	23
24	739 25	740 26	741 27	742 28	743 29	30
31						

APRIL

	1	744 2	745 3	746 4	747 5	6
7	748 8	749 9	750 10	751 11	752 12	13
14	753 15	754 16	755 17	756 18	757 19	20
21	758 22	759 23	760 24	761 25	762 26	27
28	763 29	764 30				

MAY

			765 1	766 2	767 3	4
5	768 6	769 7	770 8	771 9	772 10	11
12	773 13	774 14	775 15	776 16	777 17	18
19	778 20	779 21	780 22	781 23	782 24	25
26	27	783 28	784 29	785 30	786 31	

JUNE

						1
2	787 3	788 4	789 5	790 6	791 7	8
9	792 10	793 11	794 12	795 13	796 14	15
16	797 17	798 18	799 19	800 20	801 21	22
23	802 24	803 25	804 26	805 27	806 28	29
30						

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	807 1	808 2	809 3	4	810 5	6
7	811 8	812 9	813 10	814 11	815 12	13
14	816 15	817 16	818 17	819 18	820 19	20
21	821 22	822 23	823 24	824 25	825 26	27
28	826 29	827 30	828 31			

AUGUST

				829 1	830 2	3
4	831 5	832 6	833 7	834 8	835 9	10
11	836 12	837 13	838 14	839 15	840 16	17
18	841 19	842 20	843 21	844 22	845 23	24
25	846 26	847 27	848 28	849 29	850 30	31

SEPTEMBER

1	2	851 3	852 4	853 5	854 6	7
8	855 9	856 10	857 11	858 12	859 13	14
15	860 16	861 17	862 18	863 19	864 20	21
22	865 23	866 24	867 25	868 26	869 27	28
29	870 30					

OCTOBER

		871 1	872 2	873 3	874 4	5
6	875 7	876 8	877 9	878 10	879 11	12
13	14	880 15	881 16	882 17	883 18	19
20	884 21	885 22	886 23	887 24	888 25	26
27	889 28	890 29	891 30	892 31		

NOVEMBER

					893 1	2
3	894 4	895 5	896 6	897 7	898 8	9
10	11	899 12	900 13	901 14	902 15	16
17	903 18	904 19	905 20	906 21	907 22	23
24	908 25	909 26	910 27	28	29	30

DECEMBER

1	911 2	912 3	913 4	914 5	915 6	7
8	916 9	917 10	918 11	919 12	920 13	14
15	921 16	922 17	923 18	924 19	925 20	21
22	926 23	927 24	25	928 26	929 27	28
29	930 30	931 31				

249 Working Days

Prepared 10-17

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

APPENDIX B

BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

Small Business Hazardous Waste Disposal Program

Businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Palo Alto operates a similar program, with monthly collection, for small businesses. Call the City of Palo Alto, (650) 496-6980, or Greenfield Services Corporation, 1-800-433-5060 for information or to schedule an appointment.

This brochure is one in a series of pamphlets describing storm drain pollution prevention measures for specific types of construction industry activities. Other pamphlets include:

Home Repair and Remodeling

General Construction and Site Supervision

Landscaping, Gardening, and Pool Maintenance

Painting and Application of Solvents and Adhesives

Roadwork and Paving

Earth Moving Activities and Dewatering Activities

Heavy Equipment Operation

For additional brochures contact:

(408) 354-5385
West Valley
Clean Water Program
www.clean creeks.org
Campbell • Los Gatos • Monte Sereno • Saratoga

Spill Response Agencies:

1. **DIAL 9-1-1** for most communities including San Jose (by cell phone – see below)
2. From Cell Phones call . . . **(408) 299-3144** County Communications (24 hours)
3. For non-hazardous spills in Campbell, Los Gatos, Monte Sereno or Saratoga call West Valley Inspector. . . (408) 828-4658
4. For non-hazardous spills in San Jose call . . . . . (408) 945-3000
5. State Office of Emergency Services Warning Ctr (24 hours). . **1-800-852-7550**

Local Pollution Control Agencies

County of Santa Clara Integrated Waste Management Program. . . . . (408) 441-1198

County of Santa Clara District Attorney Environmental Crimes Hotline. . (408) 299-TIPS

Santa Clara County Recycling Hotline. 1-800-533-8414

Santa Clara Valley Water District. . . . . (408) 265-2600

Santa Clara Valley Water District Pollution Hotline 1-888-510-5151

San Jose/Santa Clara Water Pollution Control Plant. . . . . (408) 945-3000
Serving Campbell, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara, Saratoga

Sunnyvale Water Pollution Control Plant
Serving Sunnyvale. . . . . . (408) 730-7270

Regional Water Quality Control Plant. . . . . (650) 329-2598
Serving East Palo Alto Sanitary District, Los Altos, Los Altos Hills, Mountain View, Palo Alto, Stanford

Regional Water Quality Control Board San Francisco Bay Region. . . . . (510) 622-2300

2006

General Construction and Site Supervision

Best Management Practices for Construction



Who should use this brochure?

- General contractors
- Site supervisors
- Inspectors
- Home builders
- Developers

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. Join us, by following the practices described in this pamphlet.

Doing the Job Right

General Principles

- ❑ Keep an orderly site and ensure good housekeeping practices are used.
- ❑ Maintain equipment properly.
- ❑ Cover materials when they are not in use.
- ❑ Keep materials away from streets, storm drains and drainage channels.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- ❑ Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the *Erosion and Sediment Control Manual*, available form the Regional Water Quality Control Board, as a reference.
- ❑ Control the amount of runoff crossing your site (especially during excavation!) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- ❑ Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities. Use *Blueprint for a Clean Bay*, a construction best management practices guide available from the Santa Clara Valley Urban Runoff Pollution Prevention Program, as a reference.

Good Housekeeping Practices

- ❑ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- ❑ Keep materials out of the rain – prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- ❑ Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- ❑ Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces. Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- ❑ Practice Source Reduction -- minimize waste when you order materials. Order only the amount you need to finish the job.
- ❑ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ❑ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. (See the reference list of recyclers in *Blueprint for a Clean Bay*.) Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- ❑ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

APPENDIX C

CITY'S STORM WATER POLLUTION CONTROL REQUIREMENTS

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

Chapter 14.02 - STORMWATER POLLUTION CONTROL

Sections:

14.02.010 - Purpose.

(a) The U.S. Environmental Protection Agency has identified urban stormwater runoff as the leading cause of water pollution in the United States. Furthermore, both federal and state agencies have identified stormwater runoff from the city as a major source of pollution adversely impacting the beneficial uses of the South San Francisco Bay. As a result, the California Regional Water Quality Control Board, San Francisco Bay Region, has issued a National Pollutant Discharge Elimination System ("NPDES") permit requiring the city to establish legal authorities sufficient to protect its municipal storm drain system from certain prohibited discharges. The city is also required to implement a stormwater management program to assure that stormwater runoff from the city does not cause or contribute to a violation of the water quality standards of South San Francisco Bay.

(b) The purpose of this chapter is therefore to provide minimum requirements designed to control the discharge of pollutants into the city municipal storm drain system and to assure that discharges from the city municipal storm drain system comply with applicable provisions of the Federal Clean Water Act and the current National Pollutant Discharge Elimination System Permit No. CA0029718 including amendments and California Regional Water Quality Control Board approvals. Enactment of this chapter falls within the scope of the city police power to protect the health, safety and welfare of its residents. Nothing in this chapter is intended to preclude more stringent federal or state regulation or any activity covered by this chapter.

(Ord. 2046 § 1(part), 2004; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.020 - Definitions.

The following words and phrases, when used in this chapter, shall be as defined in this section. Words and phrases used in this chapter and not otherwise defined shall be as defined in the regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the Federal Clean Water Act, or as defined by the State Water Resources Control Board to implement the California Water Code:

"Applicable materials" mean all materials used in industrial or commercial establishments that are stored outdoors, that may be exposed to stormwater, and that have the reasonable potential to degrade the quality of runoff from the site. These include, but are not limited to, all materials containing cadmium, chromium, copper, lead, mercury, nickel, selenium, silver and zinc, which are pollutants that have specifically been identified as known to contribute to impairment of applicable water quality standards.

"Deemed complete" means that a project applicant has submitted a development application package for discretionary approval that is determined to be a complete and acceptable application by the community development director. Public projects are deemed complete if funding has been approved by the city council and construction has been scheduled.

"Discharge" means the discharge, addition, placement, deposit, release or dumping of any pollutant or combination of pollutants to surface waters from any point source. This definition includes, but is not limited to, additions of pollutants into waters, from: surface runoff and discharges through pipes, sewers, channels or other conveyances owned by a state, municipality or other person which do not lead to a treatment works. "Discharge," within the meaning of this chapter, shall also mean any discharge on public or private property which results or will reasonably result in a discharge into any and all watercourses. Such discharges represent a process whereby pollutants, debris and chemicals are placed or otherwise deposited on streets, construction sites, parking lots and other exposed surfaces and are subsequently washed off and carried away by stormwater runoff into watercourses.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

"Grease" means and includes fats, oils, waxes or other related constituents. Grease may be of mineral origin, including kerosene, lubricating oil and road oil. Grease may also be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, fats in meats, cereals, seeds, nuts and certain fruits. Grease is generally present as, but need not be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution.

"Grease generating activity" means any commercial or industrial activity that uses or produces grease on an ongoing basis.

"Grease removal device" means an interceptor or other mechanical device designed, constructed and intended to remove, hold or otherwise prevent the passage of grease to the (sanitary sewer or) municipal storm drain system.

"Impervious surface" means a constructed or modified surface that does not allow rainfall to percolate through to the subsoil and thus creates stormwater runoff. Impervious surface includes, but is not limited to, building rooftops, pavement, sidewalks, patios, driveways or other hardscape where such surfaces are not constructed with pervious materials and/or are not designed so as to have zero stormwater discharge.

"Interceptor" means a receptacle or trap designed and constructed to intercept, separate and prevent the passage of prohibited substances into the (sanitary sewer or) municipal storm drain system.

"Major development or redevelopment project" means a project that creates, adds, or replaces an amount of impervious surface as defined in the current NPDES permit.

"Municipal storm drain system" means and includes, but shall not be limited to, those facilities within the municipality by which stormwater may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, which are not part of a publicly owned treatment works (POTW).

"NPDES permit" means a valid National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board, San Francisco Bay Region, in accordance with regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the Federal Clean Water Act.

"Pollutants" mean and include all sewage, sewage sludge, garbage, biological materials, radioactive materials, and chemical, industrial and agricultural waste discharge into water.

"Project with significant pollution potential" means any project determined by the city to be likely to have sources of pollutants on-site and/or to contribute pollutants to stormwater after project completion, based on a review of the proposed uses of or activities planned for the site.

"Stormwater" means all rainfall runoff, surface runoff and drainage.

"Watercourses" mean and include all natural waterways and definite channels and depressions in the earth that carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons. Watercourses include facilities owned and operated by the Santa Clara Valley Water District.

(Ord. 2046 § 1(part), 2004; Ord. 1916 § 1, 1995; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.030 - Requirements.

(a) Non-stormwater Discharges.

(1) Discharge Prohibition. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials other than stormwater. In addition, no person shall discharge or cause to be discharged into the municipal storm drain system or watercourses, any pollutants or waters containing any pollutants that cause or threaten to contribute to a violation of applicable water quality standards. It is also unlawful to discharge, or cause to be discharged into any storm drain or natural outlet or channel, any sewage, industrial

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

waste or other polluted waters or materials without a valid NPDES permit or written authority from the U.S. Environmental Protection Agency or its designated enforcement agent.

(2) Exceptions to Discharge Prohibition. The preceding discharge prohibition in subsection (a)(1) of this section shall not apply to any discharge that is specifically authorized by an NPDES permit to flow to a storm drain or natural outlet or channel. In addition, the California Regional Water Quality Control Board, San Francisco Bay Region, has determined that the discharge prohibition shall not apply to the following "permissible" activities: water line flushing, landscape irrigation/lawn watering, uncontaminated foundation drains, uncontaminated nonindustrial roof drains, irrigation water, uncontaminated groundwater infiltration, residential car washings, flows from firefighting, flows from potable water sources, and dechlorinated swimming pool waters.

(3) Protection Against Accident Discharge. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

(4) Report of Accidental Discharges. Where an accidental discharge of prohibited materials or other wastes has entered the municipal storm drain system or a watercourse, such incident shall be reported to city or designated agent as soon as possible, but in no event later than twenty-four hours after such a discharge. If the accidental discharge or prohibited materials or other wastes emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(5) Abatement of Prohibited Discharge by Responsible Party. The prohibited discharges are declared to constitute a public nuisance. Remediation and abatement of prohibited discharges shall be the responsibility of persons causing such discharge. The city shall be advised of the abatement and shall inspect the discharge site to insure that the nuisance has in fact been abated.

(b) Watercourse Protection.

(1) Watercourse Protection Requirements. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove the vegetation in such a manner as to increase the vulnerability of the watercourse to erosion.

(2) Acts Requiring Permit. No person shall commit or cause to be committed any of the following acts, unless a written permit has first been obtained from the city or designated agent:

(A) Discharge into or connect any pipe or channel to a watercourse;

(B) Modify the natural flow of water in a watercourse;

(C) Carry out development within a setback designed in whole or in part to protect a watercourse;

(D) Deposit in, plant in, or remove any material from a watercourse, including its banks, except as required for necessary maintenance;

(E) Construct, alter, enlarge, connect to, change or remove any structure in a watercourse; or

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

(F) Place any loose or unconsolidated material along the side of or within a watercourse or so close to a side as to cause a diversion of the flow, or to cause a probability of such material being carried away by stormwater passing through such watercourse.

(c) Outdoor Storage of Materials.

(1) Proper Outdoor Storage of Materials Required. All applicable materials stored outdoors at a commercial or industrial establishment shall be managed in a manner that minimizes the discharge of pollutants to stormwater and as is required to meet water quality standards. Establishments covered by the general NPDES permit for stormwater discharges associated with industrial activities that has been promulgated for Santa Clara County by the California Regional Water Quality Control Board, San Francisco Bay Region, shall address this requirement in applicable provisions of their stormwater pollution prevention plan.

(2) Protection Against Accidental Discharge. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of applicable materials to the municipal storm drain system or watercourses. Specifically, secondary containment systems or equivalent measures approved by the fire department shall be provided for all applicable materials that are liquids. All facilities to prevent the accidental discharge of applicable materials to the municipal storm drain system and watercourses shall be provided and maintained at the owner or operator's expense.

(3) Report of Accidental Discharge to the Storm Drain. Where applicable materials have entered the municipal storm drain system or a watercourse due to an accidental discharge at a commercial or industrial establishment, the owner or operator of such establishment shall report such incident to public works department as soon as possible, but in no event later than twenty-four hours after such a discharge. The owner or operator of such establishment shall also retain an on-site written record of all accidental discharges of applicable materials (whether or not such discharge actually entered the municipal storm drain system or a watercourse) and the actions taken to prevent their recurrence. Such records shall be retained for at least five years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(d) Grease Disposal and Control.

(1) Grease Disposal Prohibited. No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, (any public or private sanitary sewer), any part of the municipal storm drain system, or any land, street, public way, river, stream or other watercourse.

(2) Grease Removal Device Required. The owner or operator of every newly constructed, remodeled or converted commercial or industrial establishment with one or more grease generating activities shall install or cause to be installed for each grease generating activity, a grease removal device (of an approved design) for preventing the passage of grease to the municipal storm drain system and watercourses.

(3) Maintenance of Grease Removal Devices Required. The contents of all grease removal devices shall be removed periodically as necessary to prevent a violation of this chapter. At a minimum, the contents shall be removed every ninety days. All grease removal devices shall be kept in good repair, and shall be maintained in continuous operation at the owner or operator's expense.

(e) New Development/Redevelopment.

(1) Stormwater Management Required for Major Projects. Every applicant for a building permit and/or grading permit for a major development or redevelopment project shall identify the potential for stormwater to be discharged from the project site following completion of construction activity and shall demonstrate that the plans, drawings or specifications for such project include the installation of management techniques, practices, and control measures designed to mitigate the potential adverse impacts of stormwater that may be discharged from

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the project site on an ongoing basis including stormwater treatment measures. In addition, applicants for building and/or grading permits for projects with significant pollution potential may be required to demonstrate that sources of pollutants will be controlled on-site with appropriate measures. The stormwater management techniques, practices, and control measures shall be selected, designed, and maintained in accordance with the city's current NPDES permit requirements and the city's Stormwater Management Manual.

(2) Issuance Permits. The city shall not issue a building permit and/or grading permit for a major development or redevelopment project or a project with significant pollution potential until it has reviewed the mitigation measures proposed by the applicant pursuant to subsection (e)(1) of this section, where appropriate, and determined that they are sufficient to address the potential adverse impacts of stormwater that may be discharged from the project site on an ongoing basis.

(3) Occupancy. The building official shall not issue a certificate of occupancy or other equivalent permit for a major development or redevelopment project or a project with significant pollution potential until it has determined that the mitigation measures identified in the building permit and/or grading permit issued for such project have been adequately implemented and that appropriate arrangements have been made to ensure that these management techniques, practices and control measures will be maintained on an ongoing basis in accordance with the city's current NPDES permit requirements and the city's Stormwater Management Manual.

(Ord. 2046 § 1(part), 2004; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.040 - Enforcement—Violation—Penalties.

(a) Criminal Penalties. Any person who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment for a term not to exceed six months or by a fine not to exceed one thousand dollars or by both. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.

(b) Civil Penalties. Any person who violates any provision of this chapter shall be civilly liable to the city in a sum not to exceed one thousand dollars per day for each day in which the violation occurs. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.

(c) Civil Liability. Any person who violates any provision of this chapter shall be civilly liable to the city for all costs, including attorney's fees, associated with the investigation and remediation of environmental conditions caused by the discharge of pollutants into the municipal storm drain system or watercourse in violation of this chapter.

(d) Remedies Cumulative. The remedies provided for in this chapter are cumulative and not exclusive and shall be in addition to any and all other remedies available to the city under state and federal law.

(e) Public Nuisance. The discharge of pollutants and related applicable materials into any municipal storm drain system or other watercourses, in violation of any provision of this chapter, is declared to be a public nuisance and shall be subject to any and all remedies available, pursuant to city, state and federal law, including but not limited to injunctive relief. The director of public works may record with the county recorder's office a declaration of nuisance for the particular parcel so noticed.

(Ord. 1930 § 3, 1995; Ord. 1916 § 2, 1995; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.050 - Inspection.

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(a) During Regular Business Hours. Every business establishment that is open to the public shall permit agents of the city to inspect their premises for compliance with this chapter at any time the business is open to the public.

(b) Other Times. Notwithstanding subsection (a) of this section, agents of the city may inspect any property for compliance with this chapter upon providing the owner and occupants of the property at least twenty-four hours' advance notice of the inspection in the following manner:

(1) A notice shall be conspicuously posted on the property to be inspected, specifying the date, time and reason for the proposed inspection and setting forth a telephone number with directions for the residents or property owners to call for further information; and

(2) If the identity and address of the owner is known, such owner shall be notified of the proposed inspection by first class mail, setting forth the same information required by subsection (b)(1) of this section.

(c) Provisions Supplemental. The inspection provisions set forth in this section are intended to supplement, and not supersede, any existing authority for inspection by city officials. In the event that any provision of this section is found by a court of competent jurisdiction to be void or unenforceable, the remaining portions shall remain in full force and effect.

(Ord. 1947, 1997).

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APPENDIX D

CALIFORNIA PREVAILING WAGE RATES

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

Craft: Landscape Maintenance Laborer
(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction) [1]

Determination:
NC-LML-2024-1

Issue Date:
February 22, 2024

Expiration date of determination:
March 31, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Employer Payments:

Locality	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X)
Alameda	$16.00	$0.43	$0.00	$0.14[a]	$0.24	$0.00	8.0	$16.81[b]	$24.81[b]
Alpine, El Dorado	$16.00	$0.00	$0.00	$0.12	$0.14	$0.00	8.0	$16.26	$24.26
	$16.00	$0.00	$0.00	$0.14	$0.16	$0.00	8.0	$16.30	$24.30
Amador	$16.00	$0.00	$0.00	$0.16	$0.06	$0.00	8.0	$16.22	$24.22
Butte, Glenn and Plumas	$16.00	$0.16	$0.00	$0.13[c]	$0.05	$0.00	8.0	$16.34[b]	$24.34[b]
Calaveras	$16.00	$0.00	$0.00	$0.10	$0.12	$0.00	8.0	$16.22	$24.22
Colusa and Sutter	$16.00	$0.00	$0.00	$0.12	$0.14	$0.00	8.0	$16.26	$24.26
	$16.00	$0.00	$0.00	$0.14	$0.16	$0.00	8.0	$16.30	$24.30
Contra Costa	$16.00	$0.00	$0.00	$0.00	$0.12	$0.00	8.0	$16.12	$24.12
Del Norte and Humboldt	$16.00	$0.00	$0.00	$0.25	$0.07	$0.00	8.0	$16.32	$24.32
Fresno	$16.00	$0.00	$0.00	$0.11	$0.00	$0.00	8.0	$16.11	$24.11
	$16.00	$0.00	$0.00	$0.19[d]	$0.19	$0.00	8.0	$16.38[b]	$24.38[b]
Kings	$16.00	$0.00	$0.00	$0.25[e]	$0.25	$0.00	8.0	$16.50[b]	$24.50[b]
Lake and Mendocino	$16.00	$0.00	$0.00	$0.13[f]	$0.03	$0.00	8.0	$16.16[b]	$24.16[b]
	$16.00	$0.00	$0.00	$0.14[g]	$0.03	$0.00	8.0	$16.17[b]	$24.17[b]
Lassen, Modoc, Shasta, Siskiyou and Trinity	$16.00	$0.00	$0.00	$0.31	$0.09	$0.00	8.0	$16.40	$24.40
Madera, Mariposa and Merced	$16.00	$0.00	$0.00	$0.115	$0.115	$0.00	8.0	$16.23	$24.23
Marin	$16.00	$0.00	$0.00	$0.00	$0.12	$0.00	8.0	$16.12	$24.12
Monterey	$16.00	$0.00	$0.00	$0.14	$0.22	$0.00	8.0	$16.36	$24.36
	$16.00	$0.00	$0.00	$0.16	$0.25	$0.00	8.0	$16.41	$24.41

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Locality	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X)
Napa	$16.00	$0.00	$0.00	$0.11[h]	$0.14	$0.00	8.0	$16.25	$24.25
Nevada and Sierra	$16.00	$0.00	$0.00	$0.16	$0.19	$0.00	8.0	$16.35	$24.35
Placer	$16.00	$0.00	$0.00	$0.12	$0.14	$0.00	8.0	$16.26	$24.26
Sacramento	$16.00	$0.00	$0.00	$0.16	$0.00	$0.00	8.0	$16.16	$24.16
	$16.00	$0.00	$0.00	$0.15	$0.00	$0.00	8.0	$16.15	$24.15
San Benito	$16.00	$0.00	$0.00	$0.15[i]	$0.18	$0.00	8.0	$16.33[b]	$24.33[b]
San Francisco	$16.00	$0.00	$0.00	$0.17	$0.17	$0.00	8.0	$16.34	$24.34
San Joaquin	$16.00	$0.37	$0.00	$0.12[j]	$0.12	$0.00	8.0	$16.61[b]	$24.61[b]
San Mateo	$16.00	$0.43	$0.00	$0.12[k]	$0.14	$0.00	8.0	$16.69[b]	$24.69[b]
	$16.00	$0.00	$0.00	$0.13[l]	$0.17	$0.00	8.0	$16.30[b]	$24.30[b]
Santa Clara	$16.00	$0.03	$0.00	$0.13[m]	$0.18	$0.00	8.0	$16.34[b]	$24.34[b]
Santa Cruz	$16.00	$0.00	$0.00	$0.16	$0.00	$0.00	8.0	$16.16	$24.16
	$16.00	$0.00	$0.00	$0.19	$0.00	$0.00	8.0	$16.19	$24.19
Solano	$16.00	$0.00	$0.00	$0.00	$0.07	$0.00	8.0	$16.07	$24.07
Sonoma	$16.00	$0.00	$0.00	$0.13[n]	$0.16	$0.00	8.0	$16.29[b]	$24.29[b]
	$16.00	$0.38	$0.00	$0.15[o]	$0.19	$0.00	8.0	$16.72[b]	$24.72[b]
Stanislaus and Tuolumne	$16.00	$0.00	$0.00	$0.115	$0.14	$0.00	8.0	$16.255	$24.255
	$16.00	$0.00	$0.00	$0.13[p]	$0.11	$0.00	8.0	$16.24[b]	$24.24[b]
Tehama	$16.00	$0.00	$0.00	$0.12	$0.19	$0.00	8.0	$16.31	$24.31
Tulare	$16.00	$0.69	$0.00	$0.12[q]	$0.00	$0.00	8.0	$16.81[b]	$24.81[b]
Yolo	$16.00	$0.00	$0.00	$0.00	$0.14	$0.00	8.0	$16.14	$24.14
	$16.00	$0.00	$0.00	$0.00	$0.19	$0.00	8.0	$16.19	$24.19
Yuba	$16.00	$0.00	$0.00	$0.14	$0.16	$0.00	8.0	$16.30	$24.30

NOTE:
If there are two rates, the first rate is for routine work, the second rate is for complex work.

Recognized holidays:
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be pa shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-47

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Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for curre or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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[1] This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or pc construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

[a] $0.20 after 3 years of service; $0.27 after 5 years of service.
[b] Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.25 after 7 years of service.
[d] $0.38 after 3 years of service.
[e] $0.37 after 5 years of service; $0.49 after 15 years of service.
[f] $0.19 after 1 year of service; $0.25 after 2 years of service.
[g] $0.22 after 1 year of service; $0.29 after 2 years of service.
[h] $0.23 after 7 years of service.
[i] $0.31 after 5 years of service.
[j] $0.24 after 5 years of service.
[k] $0.23 after 2 years of service; $0.35 after 6 years of service.
[l] $0.26 after 1 years of service; $0.39 after 5 years of service.
[m] $0.27 after 1 years of service; $0.40 after 5 years of service.
[n] $0.26 after 7 years of service.
[o] $0.31 after 3 years of service; $0.46 after 7 years of service.
[p] $0.27 after 1 years of service; $0.40 after 5 years of service.
[q] $0.23 after 2 years of service.

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APPENDIX E

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

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(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on

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an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. (AB 626) Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

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APPENDIX F

INTEGRATED PEST MANAGEMENT POLICY

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CITY OF CAMPBELL
ADMINISTRATIVE POLICIES AND PROCEDURES

SUBJECT:	DATE:
INTEGRATED PEST MANAGEMENT POLICY and STANDARD OPERATING PROCEDURES – POLICY 7.5	**September 26, 2023**

PURPOSE

The purpose of this Integrated Pest Management (IPM) Policy and Standard Operating Procedures (SOPs) is to establish landscape and structural pest management practices that will protect and preserve public health, water quality, and nontargeted species. The goal of the city's IPM Policy and SOPs is to utilize the most environmentally sound approaches to pest management, and to reduce where possible, the volume and toxicity of chemical pest control treatments.

POLICY

The City of Campbell (City) will carry out its pest management operations using reduced-risk Integrated Pest Management (IPM) techniques to reduce or eliminate chemicals to the maximum extent. Chemicals will be used only as a last resort for pest management problems. The City's IPM procedures will be guided by the most current Bay Area Municipal Regional Stormwater permit (MRP) and other National Pollution Discharge Elimination System (NPDES) permit requirements, state-of-the-art IPM practices, and the City's pest management priorities.

DEFINITIONS

Integrated Pest Management (IPM) - Also known as, reduced-risk or less-toxic pest management, encourages long-term pest prevention and suppression through a combination of techniques including: biological controls, habitat manipulation, pest resistant plant varieties, improved landscape and building hygiene, and structural maintenance and pest barriers. The IPM approach allows for the use of chemical control (pesticides) only as a last resort and only with the use of least-toxic products available as detailed in this policy.

Pesticides - Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, mice and other animals, unwanted plants (weeds), or fungi. The term pesticide applies to insecticides, herbicides, fungicides, rodenticides, molluscicides and other substances used to control pests.

Pesticides of Concern (POCs) – Urban use pesticides of concern to water quality (as identified in the City's MRP) include:

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- Diamides (chlorantraniliprole and cyantraniliprole);
- Diuron,
- Fipronil and its degradates;
- Indoxacarb;
- Organophosphorous insecticides (chlorpyrifos, diazinon, and malathion);
- Pyrethroids (metofluthrin, bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, and permethrin);
- Carbamates (e.g., carbaryl and aldicarb); and
- Neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran)
- Or any other POC as defined in the most current MRP. Note: POCs are updated with each new MRP.

STANDARD OPERATING PROCEDURES

I. Pesticides of Concern (POCs)

A. Due to water quality concerns, POCs will not be used unless an exemption is approved by the Parks Supervisor.
B. The purchase of any over the counter pesticide by staff is prohibited.

II. Contractor Compliance

A. The City will include specifications in contracts and purchase orders that require contractors to adhere to the City's IPM Policy, so that all contractors implement IPM on municipal properties.
B. Contractors may not use the POCs listed in the POC definition unless an exemption is approved by the Parks Supervisor.
C. The City will monitor contractor pesticide applications to ensure that contractors implement contract specifications in accordance with the City's IPM Policy and Standard Operating Procedures.
D. Contractor will provide monthly usage reports to the Parks Supervisor.

III. Department and Contractor Integrated Pest Management Procedures

A. City staff and contractors must adhere to the steps below in making all pest management decisions.

Step 1. Identify the pest and extent of infestation.
Step 2. Establish inspection procedures to monitor pest population.
Step 3. Determine tolerance levels based on the biological, aesthetic, and economic loss each site can tolerate, and set pest population levels at which corrective action should be taken.
Step 4. Explore alternative treatment options as follows:
a. Use **preventative maintenance** as the primary strategy to prevent key pests and thereby minimize the use of chemical pesticides.
b. Use alternative control options such as (but not limited to): **habitat management** (changing the biological environment), **maintenance practices** (modifying watering, mulching, waste disposal), **physical controls**

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

(mechanical removal, traps and barriers), **biological controls** (use of natural enemies), and re-design (modifying landscape design) to the maximum extent practical.

Step 5. Identify a pest management strategy in consultation with the Parks Supervisor.

Step 6. As a last resort, if use of a POC is deemed necessary obtain written authorization from the Parks Supervisor. Keep all authorizations on file along with a summary of the less toxic approaches that were considered first, justification for the POC's use and the date, location and quantity used.

Step 7. Monitor the results of the implemented pest control strategies to inform and improve future pest control actions

B. Annually pilot and report on a minimum of two less toxic measures for animal or plant pest control.

IV. Staff Education and Training

A. Per the MRP, all staff responsible for pest management and pesticide applications will:

1. Receive annual IPM policy training.
2. Receive annual pesticide safety training.

B. Supervisors will annually:

1. Track and report the number of employees that applied or used pesticides (including herbicides) within the scope of their duties each reporting year.
2. Track and report the number and percentage of these employees, who received training on the City's IPM policy and standard operating procedures within the reporting year, and the date the training was provided.
3. Track and report the type of the training staff received.

V. Public Outreach

The City will use appropriate opportunities to communicate with the public to reduce reliance on pesticides that threaten water quality. Public outreach will include:

A. IPM information provided to schools, residents, and businesses via special events, IPM workshops, advertisements, and point-of-purchase (hardware and nurseries).
B. Pesticide disposal options: Residential and business pesticide disposal options will be provided and promoted through the County's Household Hazardous Waste Program.
C. All IPM and pesticide use records will be made available to the public within 10 days of request.

VI. Annual Record Keeping and Reporting Requirements

A. Quantify staff and contractor pesticide use amounts using procedures and forms developed by the West Valley Clean Water Authority.
B. Certify staff and contractors are implementing the City's IPM policy and standard operating procedures.

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

C. Report trends in quantities and types of pesticide active ingredients used, and explain any increases in use of "POCs" as listed in the POC definition.
D. Annually implement two IPM alternative treatment options, as required in Provision III (B), see examples in Provision III(A),(Step 4).
E. Describe how the City verified contractor compliance with the IPM policy and any actions taken or needed to correct contractor performance.

VII. Annual Storage Inventory and Unwanted Chemical Disposal

An annual storage inventory will be conducted to remove and dispose of any chemicals that are unwanted or that are prohibited from City use by the IPM policy. These chemicals will be disposed through the City's Hazardous Waste Program.

Brian Loventhal, City Manger

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

Attachment 1

Campbell Public Works Department

Acknowledgement of Integrated Pest Management Policy and Procedures

Contractors who may use/apply pesticides on Campbell property.

This notice certifies that

_____

PRINT name of Company/Contractor

has familiarized itself with the City of Campbell:

- **IPM Plan**

and

- **Pest Management Standard Operating Procedures,**

and agrees to abide by the policies and procedures laid out therein.

Any necessity to depart from these policies/procedures must be approved by City of Campbell Parks and Public Works supervisory staff prior to acting.

Signed _____ Date _____

Company **Representative**

_____

PRINT Name TITLE/ POSITION

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

APPENDIX G

SITE MAP

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

CITY OF CAMPBELL

SAN JOSE

SAN JOSE

SARATOGA

SAN JOSE

LOS GATOS

Attachment: Bid Specifications for Median Landscaping Services (Landscaping Services Contract)

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City Council Report

Item: 9
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Resolution Approving Specifications and Authorizing the Solicitation of Bids and Subsequent Award of Contract for Fuel Delivery Services (Resolution/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council adopt a resolution: 1) approving the specifications and authorizing the solicitation of bids for fuel delivery services; 2) approving the award of a service contract to the lowest, responsive bidder, in an amount not to exceed $210,000, for a period of up to one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426) for each fiscal year during the proposed five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

BACKGROUND

The City of Campbell owns and operates two underground fuel tanks located at the Campbell Police Department and the City's Service Center (Service Yard). These tanks dispense unleaded gasoline and diesel fuel for the City's fleet vehicles and other gas-powered equipment and machinery. The placement of these on-site fueling stations have enabled staff to sustain crucial citywide operations and deliver essential services more promptly and efficiently. To ensure that both fueling tanks remain adequately supplied, the City has relied on outside fuel companies to furnish and deliver fuel by way of an annual service agreement and as programmed each fiscal year in the Public Works Vehicle and Equipment Maintenance Operating Budget.

Although the price of fuel continues to fluctuate, an annual service contract has proven to be the most cost-effective option for the City when it comes to the furnishment and delivery of unleaded gasoline and diesel fuel. Additionally, a multi-year contract offers several benefits for both the City and prospective contractors – creating interest among vendors located in this area of the market and encouraging the submission of bids with more competitive pricing based on the City's fuel delivery needs. At the same time, this procurement process allows staff to verify qualifications prior to contract award and hold that contractor accountable for any issues with the product (fuel) and/or its delivery in accordance with the terms of their executed service agreement. Meanwhile, having a renewal option allows staff to re-evaluate its service needs at the end of each contract

year and plan accordingly for subsequent years. Should budget adjustments be required to accommodate these needs, the contract extensions can be implemented only up to the amount as approved by the City Council.

Each fiscal year, staff performs a detailed cost analysis to identify the current fueling rates for this area of the market, and to generate price estimates for budgetary and contractual planning purposes. During those efforts, the base price per gallon is computed using the average daily price charged by all fuel providers operating from the San Jose terminals as set forth in the Oil Price Information Service (OPIS) Pad 4/5 Report. The low bidder would then be determined by the margin (mark-up/mark-down) above or below the average OPIS prices in effect at that time.

The City's annual fuel contracts have been awarded based on the amount of funds programmed each fiscal year in the Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426). In 2019, staff received authorization from the City Council to solicit bids from qualified vendors to supply and deliver fuel for a period of up to one year, in an amount not to exceed those programmed in the Public Works Vehicle and Equipment Maintenance Operating Budget for FY 20. Furthermore, the City Council also approved the specifications to be advertised with the solicitation of bids, and the subsequent award of a service contract based on the results from the lowest, responsive bidder. The contract also included an option to renew up to four additional one-year service contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds budgeted in the Public Works Vehicle and Equipment Maintenance Operating Budget each fiscal year during those terms.

After evaluating the bids received, the City awarded a one-year service contract to Western States Oil, an offsite fuel company, who – under the terms of the executed service agreement – would supply and deliver fuel to the City's two fueling locations through the end of FY 20. Pending subsequent renewals, services would conclude at the end of FY 24 when the contract has reached its five-year term limit.

DISCUSSION

The City's five-year service contract with Western States Oil will end in June 2024, marking the conclusion of fuel supply and delivery services to the City's two fueling stations. Subsequently, a new contract will be required to continue these services for the current fiscal year and beyond. Following the same procurement strategy used in 2019, staff intends to solicit bids from qualified vendors to ensure a timely award of a multi-year contract before the current one ends. This strategy aims to avoid disruptions in the ongoing service schedule while facilitating a seamless transition between service providers as necessary.

To expedite this process, staff has developed a scope of work and specifications to be advertised with the solicitation of bids for fuel delivery services (Attachment B). Moreover, the terms outlined in the proposed service agreement are consistent with the funds requested in the Proposed Public Works Vehicle and Equipment Maintenance

Operating Budget for contractual fueling services in FY 25. Based on this amount, staff intends to award a service contract to the lowest, responsive bidder in an amount not to exceed $210,000, for a period of up to one year – with the option for the City to renew up to four additional one-year service contracts, for a total of five years, and subsequent annual amounts not to exceed those budgeted in the Public Works Vehicle and Equipment Maintenance Operating Budget for each year during those terms. If all contract extensions are executed, the contractual services under this new agreement would conclude at the end of FY 29.

NEXT STEPS

Staff is requesting that the City Council approve the specifications and authorize staff to solicit bids from qualified vendors to provide fuel delivery services as programmed in the Public Works Vehicle and Equipment Maintenance Operating Budget for FY 25. Furthermore, staff is requesting Council's approval to subsequently award a one-year service contract, in an amount not to exceed $210,000, to the lowest, responsive bidder, plus options for the City to renew up to four additional one-year service contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Vehicle and Equipment Maintenance Operating Budget for each fiscal year during those terms.

Upon receiving authorization, staff will advertise the request for bids on the QuestCDN website and begin the review process for those applications received by 2:00 pm on Thursday, May 23, 2024. In accordance with the City's purchasing policies and procedures, staff will complete a comprehensive evaluation of the bids received, and select a vendor based on the results from the lowest, responsive bidder and their qualifications to provide these services.

Furthermore, staff is requesting City Council's authorization for the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100. Pending this authorization, staff will incorporate the applicable details into the City's standard Contract Services Agreement (see Attachment B, pages 28-32) and prepare a final copy to be reviewed and signed by all parties. Upon execution, staff will issue the vendor a notice to proceed specifying the date that services may commence and assist with coordination efforts as needed throughout the terms of the contract.

FISCAL IMPACT

This action will have a fiscal impact of $210,000 in FY 25 – a figure consistent with the amount of funds requested in the Proposed Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426) for fuel services in FY 25. Therefore, upon budget approval, sufficient funding will be available to award this contract and implement services during FY 25.

Additionally, the authority to renew four additional one-year service contracts, for a total of five years, is consistent with the agreement's terms of service and the option to

renew pending the City's fueling needs and amount of funds available in the Vehicle and Equipment Maintenance Operating Budget. If required, budget adjustments will be made accordingly to accommodate the service needs of future contract years and to offset any impacts on the budget at that time.

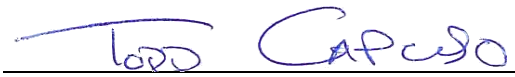
ALTERNATIVES

1. Do not approve the specifications and authorize the solicitation of bids and subsequent award of contract for fuel delivery services at this time.
2. Provide alternative direction to staff.

.

Prepared by: 

Carina Shattuck, Administrative Analyst I

Reviewed by: 

Todd Capurso, Director of Public Works

Approved by: 

Angelique Gaeta, Assistant City Manager

Attachment:

a. Resolution
b. Bid Specifications for Fuel Delivery Services

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL 1) APPROVING THE SPECIFICATIONS, AND AUTHORIZING THE SOLICITATION OF BIDS, FOR FUEL DELIVERY SERVICES; 2) APPROVING THE SUBSEQUENT AWARD OF A SERVICE CONTRACT, IN AN AMOUNT NOT TO EXCEED $210,000, TO THE LOWEST, RESPONSIVE BIDDER FOR A PERIOD OF UP TO ONE YEAR, PLUS OPTIONS FOR THE CITY TO RENEW UP TO FOUR ADDITIONAL ONE-YEAR CONTRACTS, FOR A TOTAL OF FIVE YEARS, AND SUBSEQUENT CONTRACT AMOUNTS NOT TO EXCEED THE AMOUNT OF FUNDS PROGRAMMED IN THE PUBLIC WORKS VEHICLE AND EQUIPMENT MAINTENANCE OPERATING BUDGET (641.750.7426) FOR EACH FISCAL YEAR DURING THAT FIVE-YEAR TERM LIMIT; AND 3) THE CITY MANAGER TO EXECUTE SAID AGREEMENT AS SPECIFIED IN CAMPBELL MUNICIPAL CODE SECTION 3.20.100 (RESOLUTION/CONSENT)

WHEREAS, the City of Campbell owns and operates two underground fuel tanks located at the Campbell Police Department and the City's Service Center (Service Yard), both of which dispense unleaded gasoline and diesel fuel for the City's fleet vehicles and other gas-powered equipment and machinery; and

WHEREAS, an annual service contract has proven to be the most cost-effective option to meet the City's fueling needs; and

WHEREAS, each fiscal year, staff performs a detailed cost analysis to identify the current fueling rates for this area of the market and generate price estimates used for budgetary and contractual planning purposes; and

WHEREAS, during those efforts, the base price per gallon is computed using the average daily price charged by all fuel providers operating from the San Jose terminals as set forth in the Oil Price Information Service (OPIS) Pad 4/5 Report, with the low bidder determined by the margin (mark-up/mark-down) above or below those prices; and

WHEREAS, based on those figures, funds are programmed each fiscal year in the Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426) for the costs associated with the supply and delivery of fuel and the annual contract awarded for these services; and

WHEREAS, in 2019, the City awarded a one-year service contract to Western States Oil, an offsite fuel company, who – under the terms of the executed service agreement – would supply and deliver fuel to the City's two fueling locations through the end of FY 20, plus the option to renew four additional one-year service contracts, for a total of up to five years with services to conclude at the end of FY 24 ; and

WHEREAS, with the Western States Oil contract set to expire in June of 2024, a new contract will be required to continue these services for the current fiscal year and beyond; and

WHEREAS, to facilitate the timely award of a multi-year contract before the current one expires, staff has prepared a scope of work and specifications to be advertised with a request for bids to solicit supply and delivery services from qualified fueling vendors; and

WHEREAS, staff is requesting that the City Council approve the specifications and authorize staff to solicit bids from qualified vendors for services related to the furnishment and delivery of fuel as programmed in the Vehicle and Equipment Maintenance Operating Budget for FY 25; and

WHEREAS, in accordance with the City's purchasing guidelines, staff will complete a comprehensive evaluation of the bids received and select a vendor based on the results from the lowest, responsive bidder and their qualifications to provide these services; and

WHEREAS, staff is also requesting the City Council's approval to award a one-year service contract to the lowest, responsive bidder, in an amount not to exceed $210,000, plus options for the City to renew up to four additional one-year service contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount programmed in the Vehicle and Equipment Maintenance Operating Budget for each fiscal year during those terms; 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

WHEREAS, the cost associated with this action will be $210,000 in FY 25, however, sufficient funding in this proposed amount has been programmed in the Proposed Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426), and upon budget approval, will be available to award a contract and implement services during FY 25; and

WHEREAS, the authority to renew four additional one-year service contracts, for a total of five years, is also consistent with the agreement's terms of service and the option to renew pending the City's fueling needs and amount of funds available in the Public Works Vehicle and Equipment Maintenance Operating Budget; and

WHEREAS, if required, budget adjustments will be made accordingly to accommodate the service needs of future contract years and to offset any impacts on the budget at that time.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Campbell hereby 1) approves the specifications, and authorizes the solicitation of bids, for fuel delivery services; 2) approve the subsequent award of a service contract to the lowest, responsive bidder, in an amount not to exceed $210,000, for a period of one year, plus options for the City to renew up to four additional one-year contracts, for a total of up to five years, and subsequent contract amounts not to exceed the amount of funds programmed in the Public Works Vehicle and Equipment Maintenance Operating Budget (641.750.7426) for each fiscal year during that five-year term limit; and 3) authorizing the City Manager to execute said agreement as specified in Campbell Municipal Code Section 3.20.100.

PASSED AND ADOPTED this _____th day of April, 2024, by the following roll call vote:

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

APPROVED:

_____

Attachment: Resolution (Annual Fuel Services Contract)

Susan M. Landry, Mayor

ATTEST:

_____

Andrea Sanders, City Clerk

Attachment: Resolution (Annual Fuel Services Contract)

CITY OF CAMPBELL

REQUEST FOR BIDS

FOR

FURNISHING AND THE DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL

BIDS DUE BY:

5/23/24 at 2:00PM

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

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Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

NOTICE INVITING BIDS

CITY OF CAMPBELL
DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS FOR FURNISHING AND THE DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL

NOTICE TO CONTRACTORS

The City of Campbell is soliciting bids from licensed and bonded contractors for the provision of providing and delivering petroleum fuel. Services are for the City's two fueling stations which are located at the Police Department and Service Center.

INSTRUCTIONS FOR BIDS

Bid Packets containing specifications and instructions can be obtained online at www.cityofcampbell.com or from the City's Service Center – Administration Building, located at 290 Dillon Ave., Campbell CA. All bids must include all required forms and information as outlined in the project Specifications, General Conditions and Instructions to Bidders. Bids must be submitted to:

City of Campbell
City Clerk's Office
ATTN: Tyler Thomas
70 North First Street
Campbell, CA 95008-1423

Submittals are due no later than **2:00 p.m. on May 23, 2024.** The City of Campbell reserves the right to reject all bids and to waive any informality.

PROJECT INFORMATION

Any questions related to this project should be directed to Tyler Thomas at 408-866-2737.

1. Date and Place of Opening Bids. Notice is hereby given that sealed bids will be received at the Office of the City Clerk of the City of Campbell (City), 70 N. First Street, Campbell, CA 95008-1423 until **May 23, 2024 at 2:00 p.m.**, for the foregoing project. The bids submitted will be publicly opened and read aloud at that time. ***Sealed bids shall be enclosed in an envelope clearly marked: "BIDS FOR ANNUAL FUEL CONTRACT***". (BIDS RECEIVED AFTER THE DATE AND

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

TIME STATED ABOVE WILL BE REJECTED AS NONRESPONSIVE. IT IS HIGHLY RECOMMENDED THAT ALL BIDS BE HAND DELIVERED).

2. Location of Work. The work to be performed is located in the City's Police Parking area at City Hall – 70 North First Street and the Public Works Service Center – 290 Dillon Avenue.

3. Description of Work. The work to be performed is to furnish and deliver unleaded gasoline to the city's two fueling stations and diesel fuel to the City's Service Center. For additional information, please contact the City of Campbell, Public Works Department, Project Manager Tyler Thomas by telephone at 408.866.2737 or by email at Tylert@campbellca.gov

   Bids are required for the entire work described in the project specifications and contract documents and must be submitted on the bid forms provided by the City of Campbell for this project.

4. Contract Documents. The contract documents, including, but not limited to, the Notice Inviting Bids, instructions to bidders, specifications, special provisions, bid forms and contract may be seen and picked up at the office of the Public Works Superintendent of the City of Campbell located at 290 Dillon Avenue, Campbell, California. Bids must conform and be responsive to all contract documents.

   City Standard Specifications and Details for Public Works Construction can be downloaded from the City's website.

   Interested parties may view Contract Documents, including, but not limited to, the Notice Inviting Bids, instructions to bidders, specifications, special provisions, bid forms and Contract may be seen on the Quest website at no charge. The digital Contract Documents may be downloaded for $22.00 by inputting the QuestCDN Project #xxxxxxx on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the plan holders list, receive notification of addenda, and to be eligible to bid, interested parties must download the Contract Documents from QuestCDN. Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents.

5. Award of Contract. All terms and conditions contained in the contract documents shall become a part of the Contract for this project. The Contractor agrees to honor the submitted Bid Proposal for a period of at least 90-calendar days after the opening of the Bid Proposal. It is anticipated that the Contract for this project will be awarded to the lowest responsible bidder. A bid may be rejected if the City determines that any of the bid item prices are materially unbalanced to the potential detriment of the City. To the fullest extent permitted by law, the City reserves and maintains the right to reject any and all bids and to waive any bid informality or irregularity at its discretion.

6. Prevailing Rate of Wage. The work contemplated by the contract documents is a public work subject to prevailing wages under California Labor Code Section 1770 *et. seq.* Pursuant to Section 1773 of the Labor Code, the general prevailing wage

rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. In accordance with Sections 1770 through 1780 inclusive of the California Labor Code, the City has obtained from the Department of Industrial Relations the general prevailing rates of wages in the locality in which the work is to be performed. The Contractor to whom the Contract for this project is awarded and any subcontractors must pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates included in the Bid Proposal and Contract for the project shall be posted by the Contractor at a prominent place at the site of the work.

7. Licenses. All bidders, contractors and subcontractors shall be licensed in accordance with the laws of the State of California. All contractors and subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California throughout the course of this project.

   Failure to possess the specified license at the time the bid is submitted shall render the bid non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at bid submission and result in a forfeiture of the bid security. Bidder/contractor is required to provide with its bid satisfactory proof of licensure to the City.

8. Business License. All contractors and subcontractors working in the City of Campbell must have a valid City of Campbell Business License at the time the Contract is awarded. Business Licenses may be purchased at the Finance Department at 70 N. First Street, Campbell, California.

9. Mandatory Pre-Bid Meeting. None

10. Pre-Bid Site Review. None.

11. Apprentices. Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq*. to ensure compliance and complete understanding of the law regarding apprentices. Contractors and subcontractors shall comply with all such requirements concerning the employment and wages of apprentices. Bidder/contractor is responsible for the compliance of its subcontractors with California Labor Code Sections 1777.5, 1777.6 and 1777.7.

12. State of California Department of Industrial Relations (DIR) Registration. Contractors and subcontractors must be registered with the DIR pursuant to California Labor Code Section 1725.5. California Labor Code Section 1725.5 mandates that all contractors and subcontractors who bid or work on public works project must be properly registered with the DIR. Effective March 1, 2015, the City cannot accept a bid from a contractor that is not properly registered with the DIR. For public works projects, like this project, the City is required to use only those contractors and subcontractors that have been properly registered with the DIR.

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

The Contractor and subcontractors (as listed on the Statement of Subcontractors Form) shall provide proof of DIR registration at the time of bid. This project is subject to compliance monitoring and enforcement by the DIR pursuant to California Labor Code Section 1771.4.

NOTICE:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

13. Resolution of Construction Claims. Each bidder is hereby notified of California Public Contract Code Section 9204 (a copy of which is included as Appendix E in the Project Specifications) as such section relates to resolution of construction claims. All provisions of Public Contract Code Section 9204 are incorporated into and form an integral part of the contract documents for this project. Failure of a public entity to respond to a claim within the time periods described in Public Contract Code Section 9204 shall result in the claim being deemed rejected in its entirety.

14. Project Administration. All questions relative to this project must be submitted in writing and received a minimum of 7 working days prior to the bid opening date and shall be directed to:

City of Campbell, Public Works Department

70 North First Street, Campbell, CA 95008-1423

Attention: Tyler Thomas, Project Manager

Tylert@campbellca.gov

Tel: (408) 866-2737

Fax: (408) 370-3304

CITY OF CAMPBELL

By: _____

Andrea Sanders, City Clerk

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

BIDDING INSTRUCTIONS

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS FOR THE FURNISHING AND THE DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL

I. OVERVIEW

The City of Campbell Public Works Department (hereinafter "City") is soliciting bids from qualified fuel service providers (hereinafter "Contractor") to secure the furnishing and delivering of unleaded gasoline and diesel fuel to the city's two fuel stations, which are used to fuel the city's fleet of vehicles and equipment.

II. BACKGROUND

The City operates nearly 200 pieces of vehicles and equipment which support the operations of the city's departments. The city relies on a fuel service provider to deliver fuel to the city fueling stations to allow city staff to fuel all equipment and vehicles conveniently and efficiently.

The city recently upgraded its fuel pumps and fuel management software to improve use and monitoring of fuel in its vehicles. The city uses approximately 54,000 gallons of 91 octane gasoline (gasoline) and approximately 5,000 gallons of diesel (fuel) annually.

III. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

A. Bidder's Conference / Walk-Through

None

B. Requests for Information

Questions regarding documents, discrepancies, omissions, or doubt as to meaning will be clarified for all bidders through an Addendum. **Questions pertaining to this RFB must be submitted in writing no later than 7 Days prior to the deadline date via e-mail to Tyler Thomas at Tylert@campbellca.gov**

Be as specific as possible, citing the specific section/number where applicable. The City will provide a written response to all pertinent questions in the form of an Addendum.

C. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall become a part of the specifications, and shall be posted on the city's project website.

D. Evidence of Responsibility

All applicants must be licensed and bonded.

IV. BID FORMAT AND SUBMISSION REQUIREMENTS

1. Forms

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

a. All proposals must be submitted along with the provided forms prepared by the City and included in this packet. All items on all forms must be completed. Numbers should be stated in figures and signatures of individuals must be in legible longhand. The completed forms must be without interlineations, alterations, or erasures.

2. Requirements
   a. The successful contractor shall be required to provide the following documents to the City within ten (10) days of notice of bid award:
      i. Payment Bond assuring that employees and subcontractors will be paid, in the amount of 25% of the first year's contract price.
      ii. Certificate of Insurance documenting proof of the following coverages throughout the term of the contract:
         1. Worker's Compensation Insurance;
         2. Public liability and property damage insurance with limits of not less than $1,000,000 per occurrence;
         3. The City of Campbell must be named as additional insured's;
         4. The insurance may not be cancelled or reduced without providing thirty (30) days written notice to the City of Campbell.
      iii. Proof of obtaining a City of Campbell Business License.

V. AWARD OF CONTRACT

The City shall award the contract to the lowest responsible bidder for a period beginning July 1, 2024 and ending June 30, 2025 with the City's sole option to renew the contract(s) for an additional four (4) – one-year contracts.
The City reserves the right to reject any and all bid proposals, to modify the scope of the project to meet budget constraints, and to waive any informality or non-substantive irregularity as the interest of the City may require.

VI. EXTENSION OF CONTRACT

The City of Campbell, at its sole discretion, may elect to extend the service contract for an additional four (4) – one-year terms, pending satisfactory performance under the original contract. Additional contract terms will be from July 1 through June 30 of each following Fiscal Year.

Purchase Orders will be created for a period of one year in conjunction with the City's Fiscal Year, July 1 through June 30 of each year.

SPECIFICATIONS

PROJECT SPECIFICATIONS

1.0 QUANTITY

The annual need for unleaded gasoline is approximately 54,000 gallons and the need for diesel fuel is approximately 5,000 gallons. The figure given is an estimate and is provided for bidding purposes only; no minimum or maximum quantity of product is guaranteed and no adjustments to mark-ups will be allowed due to a difference in the estimated and actual quantities delivered.

2.0 QUALITY

Gasoline delivered shall be premium unleaded, 91 octane. During oxygenated season, unleaded gasoline is to be oxygenated in accordance with State of California standards in effect at the time of delivery. Supplier shall be liable for any and all damages to facilities (including tank, fuel lines, pumps, and dispensers), vehicles, and fuel in storage, which may occur as the result of contaminated fuel or fuel not in compliance with specification.

3.0 DELIVERY LOCATIONS, TANK CAPACITIES, AND DELIVERY QUANTITIES

Location No. 1: City of Campbell Service Center
290 South Dillon Avenue
Campbell, CA

Unleaded Tank Capacity: 8,000 gallons
Estimated Monthly Delivery: 1,800 gallons

Diesel Tank Capacity: 2,000 gallons
Estimated Delivery: 5,000 gallons annually

Location No.2: City of Campbell Police Department
70 North First Street
Campbell, CA

Unleaded Tank Capacity: 5,000 gallons
Estimated Monthly Delivery: 2,700 gallons

4.0 DELIVERY TIME

(a) Fuel shall be delivered to the City of Campbell, Police Department, 70 North First Street, Campbell, CA from Monday through Friday 7 am to 3 pm of each month.

(b) Fuel shall be delivered to the City of Campbell, Service Center, 290 South Dillon Avenue, Campbell, CA from Monday through Friday 7 am to 3 pm of each month.

(c) All deliveries shall be supported by a delivery receipt.

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

City of Campbell reserves the right to place additional orders for fuel delivery at any time. Additional deliveries shall be made to the agreed location within 24 hours after order is placed.

5.0 PRICE

(a) Base Price

The base price per gallon shall be the daily average of the prices charged by providers of fuel at San Jose, CA, terminals as set forth at the time the fuel is delivered in the Oil Price Information Service (OPIS) PAD 4/5 Report, published by United Communications Group, Bethesda, Md. During oxygenated season, prices will be based on the OPIS daily average California RFG-Ethanol prices.

Bid price shall not exceed four (4) decimal places, e.g. $0.1234

(b) Mark-Up Price (or Mark-Down) Price

The mark-up (or mark-down) price is the critical figure in the bid and it is determined by the bidder. It is comprised of freight charges, Supplier profit, and all miscellaneous charges. It shall remain a fixed price for the term of the contract. No increases or decreases will be allowed.

The mark-up (or mark-down) price shall EXCLUDE any and all federal taxes and applicable California state sales or use taxes. The mark-up (or mark-down) price shall also EXCLUDE any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Sheet for the purpose of price comparison only, but will be applied, as required, at invoicing.

The mark-up (or mark-down) price will be used in determining the low bid and will be used in determining the price to be paid by the City of Campbell for fuel provided pursuant to the contract specifications. Any tie bids shall be resolved by the City of Campbell Public Works Director.

6.0 EMERGENCIES

At all times, Supplier will strive to meet emergency fuel requirements of the City of Campbell. During City of Campbell, county, state or federal declared emergencies, City of Campbell fuel requirements shall be Supplier's top priority. Fuel shipments of any quantity shall be available seven days a week.

7.0 FUEL SPILLS

Supplier shall be responsible for any damage or violations of law caused by any fuel spill during the delivery process. Drivers are to report any spill and the Supplier shall pay City of Campbell for any costs incurred in the cleanup of any spill.

8.0 BILLING

Supplier shall send invoices monthly to:

City of Campbell
Attn: Finance Department
70 North First Street
Campbell, CA 95008

The City of Campbell is Federal Excise Tax (FET) exempt. Do not include FET in the invoice.

The daily OPIS Direct Report for fuel delivered shall be attached to each billing submitted to the City.

9.0 PAYMENT

City of Campbell shall issue payment to Supplier approximately thirty (30) to forty-five (45) days after receipt of the fuel and the correct original invoice, whichever arrives last.

10.0 RIGHT TO AUDIT RECORDS

City of Campbell shall be entitled to audit the books and records of a Supplier or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books or records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Supplier for a period of two years from the date of final payment.

11.0 FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, the City of Campbell may require a change in the specification of unleaded gasoline supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the City of Campbell will notify the Supplier in writing of the requested change. The Supplier shall provide the City of Campbell with the added cost per gallon of fuel to the price bid for the original Contract. If City of Campbell and Supplier cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party. Until termination, the reasonable determination of the City of Campbell as to the cost of the new fuel shall prevail.

12.0 TERMINATION OF CONTRACT

In the event that the Supplier at any time during the term of this Contract breaches the requirements or conditions of the Contract, the City of Campbell may immediately terminate its portion of the Contract and shall pay the Supplier only its allowable costs to date of termination.

BID PROPOSAL

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

CITY OF CAMPBELL
PUBLIC WORKS DEPARTMENT

BID SHEET

FOR ANNUAL FUEL CONTRACT

BASE PRICE PER GALLON

The base price per gallon shall be the daily average of the prices charged by providers of fuel at San Jose, CA terminals as set forth at the time the fuel is delivered in the Oil Price Information Service (OPIS) PAD 4/5 Report, published by United Communications Group, Bethesda, Md. During oxygenated season, prices will be based on the OPIS daily average California RFG-Ethanol prices.

MARK-UP PRICE PER GALLON

The mark-up (or mark-down) price is the critical figure in the bid and it is determined by the bidder. It is comprised of freight charges, Supplier profit, and all miscellaneous charges. It shall remain a fixed price for the term of the contract. No increases or decreases will be allowed.

The mark-up (or mark-down) price shall EXCLUDE any and all federal taxes and applicable California state sales or use taxes. The mark-up (or mark-down) price shall also EXCLUDE any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Sheet for the purpose of price comparison only, but will be applied, as required, at invoicing.

The mark-up (or mark-down) price will be used in determining the low bid and will be used in determining the price to be paid by the City of Campbell for gasoline provided pursuant to the contract specifications. Any tie bids shall be resolved by the City of Campbell Public Works Director.

Bid price shall not exceed four (4) decimal places, e.g. $0.1234.

BID (PRICE QUOTATION)			
PRODUCT	**BASE PRICE**	**MARK-UP (OR MARK DOWN) per GA**	**Total**
Unleaded Premium 91 Octane Gasoline	OPIS Daily Average for San Jose, CA		Delivered Price per Gallon
Diesel Fuel	OPIS Daily Average for San Jose, CA		Delivered Price per Gallon

Bids shall be valid for sixty (60) days following the bid opening. The undersigned, under penalty of perjury, declares not to be a party with other bidder or bidders to an agreement to bid a fixed or uniform price in connection with this bid.

The undersigned recognizes the right of the City of Campbell to reject any or all bids received and to waive any informality or minor defects in bids received.

BIDDER INFORMATION:

Supplier Name _____

Address _____

City _____ State _____ Zip _____

Phone No. ( ) _____

Bidder's Name_____
(Please Print Name)

Bidder's Signature _____

Sealed bids shall be enclosed in an envelope clearly marked:

“BID FOR ANNUAL FUEL CONTRACT" and received in the office of the City Clerk prior to 2:00 p.m., Thursday, May 23, 2024.

CITY OF CAMPBELL
CITY CLERK’S OFFICE
ATTN: Tyler Thomas
70 North First Street
Campbell, CA 95008

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

STATEMENT OF SUBCONTRACTORS

The Proposer shall list the name, address, the California contractor license number, and public works contractor registration number issued pursuant to California Labor Code Section 1725.5 of each subcontractor to whom the Proposer proposes to subcontract portions of the work, as required by California Public Contract Code Sections 4100 *et seq*. and the provisions in "Designation of Subcontractors" in Section 2-1.15A of the City of San José Standard Specifications.

NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER, CLASSIFICATION, & DIR REGISTRATION NUMBER	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR VALUEOF SUBCONTRACT

SIGNATURE OF PROPOSER: _____

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF PROPOSER

_____
TITLE

_____
DATE

DIR REGISTRATION STATEMENT

To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

By submitting its bid, the bidder certifies to have verified that it and all subcontractors used on this public work project are registered with the State of California Department of Industrial Relations (DIR) in compliance with California Labor Code sections 1771.1 and 1725.5. The registration numbers of the Bidder and all subcontractors to be used on this project are as follows:

_____

_____

_____

_____

_____

_____

_____

_____.

Note: The above DIR Registration Statement is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this DIR Registration Statement.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

CERTIFICATION REGARDING DEBARMENT

To the CITY of CAMPBELL, *DEPARTMENT OF PUBLIC WORKS*.

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

Note: The above Certification Regarding Debarment is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Certification Regarding Debarment.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with California Public Contract Code Section 10285.1, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in California Public Contract Code Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Public Contract Code Section 10285.1 Statement is part of the Bid Proposal. Signing the Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with California Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Note: The above Questionnaire is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with California Public Contract Code Section 10232, the bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies to the best of its knowledge and belief that, except as noted below, it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d) Have not within a three (3) year period preceding this Bid Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

The bidder also certifies that, if bidder later becomes aware of any information contradicting the statements above, it will promptly provide that information to the City of Campbell.

“Principals” for the purpose of this certification means any owner, partner, director, officer, and/or manager.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal.

In signing this certification, I declare under penalty of perjury that the foregoing certifications are assurances are true and correct.

_____
SIGNATURE OF BIDDER

_____
TITLE

_____
DATE

CONTRACT DOCUMENTS

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

CONTRACT SERVICES AGREEMENT

CITY OF CAMPBELL
70 NORTH FIRST STREET
CAMPBELL, CA 95008
(408) 866-2150

BY THIS AGREEMENT made and entered into on the_____day of_____ _____, 20____ by and between the CITY OF CAMPBELL (hereinafter referred to as CITY) and (Name)_____, (Address)_____, (City)_ _____, (State)_____ , (Zip)_____, (Phone_____ (hereinafter referred to as CONTRACTOR), in consideration of their mutual covenants, the parties hereto agree as follows:

CONTRACTOR shall provide or furnish the following specified services and/or materials:

FUEL AND DIESEL DELIVERY AT CAMPBELL POLICE DEPARTMENT AND SERVICE CENTER

EXHIBITS: The following attached exhibits hereby are made part of this Agreement:

_____

_____

TERMS: The services and/or materials furnished under this Agreement shall commence on _____

and shall be completed before_____.

COMPENSATION: For the full performance of this Agreement, CITY shall pay CONTRACTOR on a time and materials basis in an amount not to exceed: $_____, unless authorized otherwise by City.

GENERAL TERMS AND CONDITIONS:

Agreement: This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court or trier of fact to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Hold Harmless: **With respect to any design professional services provided by CONTRACTOR**, *the CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by, pertaining or relating to, or arising out of, or alleged to have been caused by* **or arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor**, *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 CONTRACTOR in performing services described herein.*

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

With respect to all matters other than those covered by the foregoing paragraph, *CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of the performance of 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 CONTRACTOR in performing services described herein.*

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 foregoing indemnity provisions are intended to fully allocate all risk of liability to third-parties. No other rights of indemnity or contribution shall exist between the parties in law or in equity. The provisions set forth in this section shall survive the termination of this Agreement.

City Business License: CONTRACTOR doing work in the City of Campbell shall have a valid City of Campbell Business License.

Insurance: Should the CITY require evidence of insurability, CONTRACTOR shall provide the following before commencing any services under this agreement.

GENERAL LIABILITY INSURANCE: CONTRACTOR shall provide commercial general liability, broad form general liability and business automobile liability insurance in connection with the CONTRACTOR'S performance, in the amount of not less than $1,000,000 per occurrence. 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. Liability policies shall be endorsed to name CITY, its officers, volunteers, and employees as "insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by CITY shall be excess thereto. Such insurance shall be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY (10 day notice for non-payment of premium). Endorsements shall be provided by or acceptable to the CITY.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE: During its performance or service, CONTRACTOR shall maintain Workers' Compensation and Employers Liability insurance for all of its employees who are in any way connected with performance of these services. The Workers' Compensation Insurance shall comply with all applicable State laws. Employers Liability coverage shall be for a minimum of $1,000,000. The CONTRACTOR shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

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 when the City is named as an additional insured pursuant to this Agreement. 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 affords greater coverage.

CERTIFICATES OF INSURANCE: CONTRACTOR shall furnish CITY a certificate of insurance, duly authenticated, evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance of copies of policies as may be reasonably required by CITY from time to time. Satisfactory evidence of said coverage shall be required within ten (10) days of award of contract.

Non-Discrimination: No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, ancestry, religion or sex of such person.

Interest of CONTRACTOR: It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between CITY and undersigned. At all times, CONTRACTOR shall be deemed to be an independent contractor and CONTRACTOR is not authorized to bind the CITY to any contracts or other obligations in executing this agreement. CONTRACTOR certifies that no one who has or will have any financial interest under this agreement is an officer or employee of CITY.

Changes: This agreement shall not be assigned or transferred without the written consent of the CITY. No changes or variations of any kind are authorized without the written consent of the CITY.

Public Works Projects: In the event this Agreement requires the CONTRACTOR to provide services within the definition of public projects pursuant to California Public Contracts Code Section 20161, the additional terms and conditions stated below shall be in full force and effect.

ARTICLE I. The general prevailing wage rates 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.

ARTICLE II. In accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his or her employees.

ARTICLE III. By my signature below, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE IV. The improvement contemplated in the performance of this Agreement 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 Agreement whenever the CITY, at its sole discretion, shall determine that its responsibility to the United States or the State of California so requires.

ARTICLE V. 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 completed and embraced in this Agreement; 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 of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and the whole thereof, in the

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

manner and according to the Plans and Specifications, and requirements of the Engineer under them.

ARTICLE VI. CONTRACTOR shall be responsible for complying with the provisions of Section 1776 of the California Labor Code concerning payroll records.

ARTICLE VII. CONTRACTOR shall be responsible for complying with the provisions of California Labor Code Sections 1777.5 through 1777.7, inclusive, concerning apprentices.

ARTICLE VIII. CONTRACTOR shall be responsible for complying with the provisions of California Labor Code Sections 1810 through 1815, inclusive, concerning working hours.

ARTICLE IX. CONTRACTOR shall be responsible for complying with the provisions of California Public Contracts Code Section 7104 regarding trenching and excavation that extend deeper than four (4) feet below the surface.

Prevailing Wage: This contract is for a public work as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code. CONTRACTOR and any subcontractors under the CONTRACTOR shall comply with Section 1771 of the California Labor Code concerning prevailing wages.

Termination: 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 CONTRACTOR of such termination. In the event of such termination, CONTRACTOR 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. In the event of such termination, CONTRACTOR shall be compensated for all work and services performed to the point of termination in accordance with the payment provisions set forth in Section 2.1, unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law.

Dispute Resolution In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand **with** each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

CONTRACTOR COORDINATOR and representative for CITY shall be:

NAME: _____ **DEPARTMENT:** Public Works

This Agreement shall become effective upon its execution by CITY, in witness thereof, the parties have executed this Agreement the day and year first written above.

CONTRACTOR:

By:_____

Title:_____

Contractor License No.: _____

CITY OF CAMPBELL

By:_____

Title: _____

APPENDICES

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

APPENDIX A

BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

Small Business Hazardous Waste Disposal Program

Businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Palo Alto operates a similar program, with monthly collection, for small businesses. Call the City of Palo Alto, (650) 496-6980, or Greenfield Services Corporation, 1-800-433-5060 for information or to schedule an appointment.

This brochure is one in a series of pamphlets describing storm drain pollution prevention measures for specific types of construction industry activities. Other pamphlets include:

Home Repair and Remodeling

General Construction and Site Supervision

Landscaping, Gardening, and Pool Maintenance

Painting and Application of Solvents and Adhesives

Roadwork and Paving

Earth Moving Activities and Dewatering Activities

Heavy Equipment Operation

For additional brochures contact:

(408) 354-5385
West Valley
Clean Water Program
www.clean creeks.org
Campbell • Los Gatos • Monte Sereno • Saratoga

Spill Response Agencies:

1. **DIAL 9-1-1** for most communities including San Jose (by cell phone – see below)
2. From Cell Phones call . . . **(408) 299-3144** County Communications (24 hours)
3. For non-hazardous spills in Campbell, Los Gatos, Monte Sereno or Saratoga call West Valley Inspector. . . (408) 828-4658
4. For non-hazardous spills in San Jose call . . . . . (408) 945-3000
5. State Office of Emergency Services Warning Ctr (24 hours). . **1-800-852-7550**

Local Pollution Control Agencies

County of Santa Clara Integrated Waste Management Program. . . . . (408) 441-1198

County of Santa Clara District Attorney Environmental Crimes Hotline. . (408) 299-TIPS

Santa Clara County Recycling Hotline. 1-800-533-8414

Santa Clara Valley Water District. . . . . (408) 265-2600

Santa Clara Valley Water District Pollution Hotline 1-888-510-5151

San Jose/Santa Clara Water Pollution Control Plant. . . . . (408) 945-3000
Serving Campbell, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara, Saratoga

Sunnyvale Water Pollution Control Plant
Serving Sunnyvale. . . . . . (408) 730-7270

Regional Water Quality Control Plant. . . . . (650) 329-2598
Serving East Palo Alto Sanitary District, Los Altos, Los Altos Hills, Mountain View, Palo Alto, Stanford

Regional Water Quality Control Board San Francisco Bay Region. . . . . (510) 622-2300

2006

General Construction and Site Supervision

Best Management Practices for Construction



Who should use this brochure?

- General contractors
- Site supervisors
- Inspectors
- Home builders
- Developers

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. Join us, by following the practices described in this pamphlet.

Doing the Job Right

General Principles

- ❑ Keep an orderly site and ensure good housekeeping practices are used.
- ❑ Maintain equipment properly.
- ❑ Cover materials when they are not in use.
- ❑ Keep materials away from streets, storm drains and drainage channels.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- ❑ Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the *Erosion and Sediment Control Manual*, available form the Regional Water Quality Control Board, as a reference.
- ❑ Control the amount of runoff crossing your site (especially during excavation!) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- ❑ Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities. Use *Blueprint for a Clean Bay*, a construction best management practices guide available from the Santa Clara Valley Urban Runoff Pollution Prevention Program, as a reference.

Good Housekeeping Practices

- ❑ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- ❑ Keep materials out of the rain – prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- ❑ Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- ❑ Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces. Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- ❑ Practice Source Reduction -- minimize waste when you order materials. Order only the amount you need to finish the job.
- ❑ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ❑ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. (See the reference list of recyclers in *Blueprint for a Clean Bay*.) Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- ❑ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

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APPENDIX B

CITY'S STORM WATER POLLUTION CONTROL REQUIREMENTS

Attachment: Bid Specifications for Fuel Delivery Services (Annual Fuel Services Contract)

Chapter 14.02 - STORMWATER POLLUTION CONTROL

Sections:

14.02.010 - Purpose.

(a) The U.S. Environmental Protection Agency has identified urban stormwater runoff as the leading cause of water pollution in the United States. Furthermore, both federal and state agencies have identified stormwater runoff from the city as a major source of pollution adversely impacting the beneficial uses of the South San Francisco Bay. As a result, the California Regional Water Quality Control Board, San Francisco Bay Region, has issued a National Pollutant Discharge Elimination System ("NPDES") permit requiring the city to establish legal authorities sufficient to protect its municipal storm drain system from certain prohibited discharges. The city is also required to implement a stormwater management program to assure that stormwater runoff from the city does not cause or contribute to a violation of the water quality standards of South San Francisco Bay.

(b) The purpose of this chapter is therefore to provide minimum requirements designed to control the discharge of pollutants into the city municipal storm drain system and to assure that discharges from the city municipal storm drain system comply with applicable provisions of the Federal Clean Water Act and the current National Pollutant Discharge Elimination System Permit No. CA0029718 including amendments and California Regional Water Quality Control Board approvals. Enactment of this chapter falls within the scope of the city police power to protect the health, safety and welfare of its residents. Nothing in this chapter is intended to preclude more stringent federal or state regulation or any activity covered by this chapter.

(Ord. 2046 § 1(part), 2004; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.020 - Definitions.

The following words and phrases, when used in this chapter, shall be as defined in this section. Words and phrases used in this chapter and not otherwise defined shall be as defined in the regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the Federal Clean Water Act, or as defined by the State Water Resources Control Board to implement the California Water Code:

"Applicable materials" mean all materials used in industrial or commercial establishments that are stored outdoors, that may be exposed to stormwater, and that have the reasonable potential to degrade the quality of runoff from the site. These include, but are not limited to, all materials containing cadmium, chromium, copper, lead, mercury, nickel, selenium, silver and zinc, which are pollutants that have specifically been identified as known to contribute to impairment of applicable water quality standards.

"Deemed complete" means that a project applicant has submitted a development application package for discretionary approval that is determined to be a complete and acceptable application by the community development director. Public projects are deemed complete if funding has been approved by the city council and construction has been scheduled.

"Discharge" means the discharge, addition, placement, deposit, release or dumping of any pollutant or combination of pollutants to surface waters from any point source. This definition includes, but is not limited to, additions of pollutants into waters, from: surface runoff and discharges through pipes, sewers, channels or other conveyances owned by a state, municipality or other person which do not lead to a treatment works. "Discharge," within the meaning of this chapter, shall also mean any discharge on public or private property which results or will reasonably result in a discharge into any and all watercourses. Such discharges represent a process whereby pollutants, debris and chemicals are placed or otherwise deposited on streets, construction sites, parking lots and other exposed surfaces and are subsequently washed off and carried away by stormwater runoff into watercourses.

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"Grease" means and includes fats, oils, waxes or other related constituents. Grease may be of mineral origin, including kerosene, lubricating oil and road oil. Grease may also be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, fats in meats, cereals, seeds, nuts and certain fruits. Grease is generally present as, but need not be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution.

"Grease generating activity" means any commercial or industrial activity that uses or produces grease on an ongoing basis.

"Grease removal device" means an interceptor or other mechanical device designed, constructed and intended to remove, hold or otherwise prevent the passage of grease to the (sanitary sewer or) municipal storm drain system.

"Impervious surface" means a constructed or modified surface that does not allow rainfall to percolate through to the subsoil and thus creates stormwater runoff. Impervious surface includes, but is not limited to, building rooftops, pavement, sidewalks, patios, driveways or other hardscape where such surfaces are not constructed with pervious materials and/or are not designed so as to have zero stormwater discharge.

"Interceptor" means a receptacle or trap designed and constructed to intercept, separate and prevent the passage of prohibited substances into the (sanitary sewer or) municipal storm drain system.

"Major development or redevelopment project" means a project that creates, adds, or replaces an amount of impervious surface as defined in the current NPDES permit.

"Municipal storm drain system" means and includes, but shall not be limited to, those facilities within the municipality by which stormwater may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels or storm drains, which are not part of a publicly owned treatment works (POTW).

"NPDES permit" means a valid National Pollutant Discharge Elimination System permit issued by the California Regional Water Quality Control Board, San Francisco Bay Region, in accordance with regulations promulgated by the U.S. Environmental Protection Agency to implement the requirements of the Federal Clean Water Act.

"Pollutants" mean and include all sewage, sewage sludge, garbage, biological materials, radioactive materials, and chemical, industrial and agricultural waste discharge into water.

"Project with significant pollution potential" means any project determined by the city to be likely to have sources of pollutants on-site and/or to contribute pollutants to stormwater after project completion, based on a review of the proposed uses of or activities planned for the site.

"Stormwater" means all rainfall runoff, surface runoff and drainage.

"Watercourses" mean and include all natural waterways and definite channels and depressions in the earth that carry water, even though such waterways may only carry water during rains and storms and may not carry stormwater at and during all times and seasons. Watercourses include facilities owned and operated by the Santa Clara Valley Water District.

(Ord. 2046 § 1(part), 2004; Ord. 1916 § 1, 1995; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.030 - Requirements.

(a) Non-stormwater Discharges.

(1) Discharge Prohibition. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials other than stormwater. In addition, no person shall discharge or cause to be discharged into the municipal storm drain system or watercourses, any pollutants or waters containing any pollutants that cause or threaten to contribute to a violation of applicable water quality standards. It is also unlawful to discharge, or cause to be discharged into any storm drain or natural outlet or channel, any sewage, industrial

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waste or other polluted waters or materials without a valid NPDES permit or written authority from the U.S. Environmental Protection Agency or its designated enforcement agent.

(2) Exceptions to Discharge Prohibition. The preceding discharge prohibition in subsection (a)(1) of this section shall not apply to any discharge that is specifically authorized by an NPDES permit to flow to a storm drain or natural outlet or channel. In addition, the California Regional Water Quality Control Board, San Francisco Bay Region, has determined that the discharge prohibition shall not apply to the following "permissible" activities: water line flushing, landscape irrigation/lawn watering, uncontaminated foundation drains, uncontaminated nonindustrial roof drains, irrigation water, uncontaminated groundwater infiltration, residential car washings, flows from firefighting, flows from potable water sources, and dechlorinated swimming pool waters.

(3) Protection Against Accident Discharge. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

(4) Report of Accidental Discharges. Where an accidental discharge of prohibited materials or other wastes has entered the municipal storm drain system or a watercourse, such incident shall be reported to city or designated agent as soon as possible, but in no event later than twenty-four hours after such a discharge. If the accidental discharge or prohibited materials or other wastes emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(5) Abatement of Prohibited Discharge by Responsible Party. The prohibited discharges are declared to constitute a public nuisance. Remediation and abatement of prohibited discharges shall be the responsibility of persons causing such discharge. The city shall be advised of the abatement and shall inspect the discharge site to insure that the nuisance has in fact been abated.

(b) Watercourse Protection.

(1) Watercourse Protection Requirements. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove the vegetation in such a manner as to increase the vulnerability of the watercourse to erosion.

(2) Acts Requiring Permit. No person shall commit or cause to be committed any of the following acts, unless a written permit has first been obtained from the city or designated agent:

(A) Discharge into or connect any pipe or channel to a watercourse;

(B) Modify the natural flow of water in a watercourse;

(C) Carry out development within a setback designed in whole or in part to protect a watercourse;

(D) Deposit in, plant in, or remove any material from a watercourse, including its banks, except as required for necessary maintenance;

(E) Construct, alter, enlarge, connect to, change or remove any structure in a watercourse; or

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(F) Place any loose or unconsolidated material along the side of or within a watercourse or so close to a side as to cause a diversion of the flow, or to cause a probability of such material being carried away by stormwater passing through such watercourse.

(c) Outdoor Storage of Materials.

(1) Proper Outdoor Storage of Materials Required. All applicable materials stored outdoors at a commercial or industrial establishment shall be managed in a manner that minimizes the discharge of pollutants to stormwater and as is required to meet water quality standards. Establishments covered by the general NPDES permit for stormwater discharges associated with industrial activities that has been promulgated for Santa Clara County by the California Regional Water Quality Control Board, San Francisco Bay Region, shall address this requirement in applicable provisions of their stormwater pollution prevention plan.

(2) Protection Against Accidental Discharge. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of applicable materials to the municipal storm drain system or watercourses. Specifically, secondary containment systems or equivalent measures approved by the fire department shall be provided for all applicable materials that are liquids. All facilities to prevent the accidental discharge of applicable materials to the municipal storm drain system and watercourses shall be provided and maintained at the owner or operator's expense.

(3) Report of Accidental Discharge to the Storm Drain. Where applicable materials have entered the municipal storm drain system or a watercourse due to an accidental discharge at a commercial or industrial establishment, the owner or operator of such establishment shall report such incident to public works department as soon as possible, but in no event later than twenty-four hours after such a discharge. The owner or operator of such establishment shall also retain an on-site written record of all accidental discharges of applicable materials (whether or not such discharge actually entered the municipal storm drain system or a watercourse) and the actions taken to prevent their recurrence. Such records shall be retained for at least five years. A notice shall be permanently posted in a conspicuous place on the premises of each commercial or industrial establishment advising employees of the department or agency to call in case of such an accidental discharge.

(d) Grease Disposal and Control.

(1) Grease Disposal Prohibited. No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, (any public or private sanitary sewer), any part of the municipal storm drain system, or any land, street, public way, river, stream or other watercourse.

(2) Grease Removal Device Required. The owner or operator of every newly constructed, remodeled or converted commercial or industrial establishment with one or more grease generating activities shall install or cause to be installed for each grease generating activity, a grease removal device (of an approved design) for preventing the passage of grease to the municipal storm drain system and watercourses.

(3) Maintenance of Grease Removal Devices Required. The contents of all grease removal devices shall be removed periodically as necessary to prevent a violation of this chapter. At a minimum, the contents shall be removed every ninety days. All grease removal devices shall be kept in good repair, and shall be maintained in continuous operation at the owner or operator's expense.

(e) New Development/Redevelopment.

(1) Stormwater Management Required for Major Projects. Every applicant for a building permit and/or grading permit for a major development or redevelopment project shall identify the potential for stormwater to be discharged from the project site following completion of construction activity and shall demonstrate that the plans, drawings or specifications for such project include the installation of management techniques, practices, and control measures designed to mitigate the potential adverse impacts of stormwater that may be discharged from

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the project site on an ongoing basis including stormwater treatment measures. In addition, applicants for building and/or grading permits for projects with significant pollution potential may be required to demonstrate that sources of pollutants will be controlled on-site with appropriate measures. The stormwater management techniques, practices, and control measures shall be selected, designed, and maintained in accordance with the city's current NPDES permit requirements and the city's Stormwater Management Manual.

(2) Issuance Permits. The city shall not issue a building permit and/or grading permit for a major development or redevelopment project or a project with significant pollution potential until it has reviewed the mitigation measures proposed by the applicant pursuant to subsection (e)(1) of this section, where appropriate, and determined that they are sufficient to address the potential adverse impacts of stormwater that may be discharged from the project site on an ongoing basis.

(3) Occupancy. The building official shall not issue a certificate of occupancy or other equivalent permit for a major development or redevelopment project or a project with significant pollution potential until it has determined that the mitigation measures identified in the building permit and/or grading permit issued for such project have been adequately implemented and that appropriate arrangements have been made to ensure that these management techniques, practices and control measures will be maintained on an ongoing basis in accordance with the city's current NPDES permit requirements and the city's Stormwater Management Manual.

(Ord. 2046 § 1(part), 2004; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.040 - Enforcement—Violation—Penalties.

(a) Criminal Penalties. Any person who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment for a term not to exceed six months or by a fine not to exceed one thousand dollars or by both. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.

(b) Civil Penalties. Any person who violates any provision of this chapter shall be civilly liable to the city in a sum not to exceed one thousand dollars per day for each day in which the violation occurs. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.

(c) Civil Liability. Any person who violates any provision of this chapter shall be civilly liable to the city for all costs, including attorney's fees, associated with the investigation and remediation of environmental conditions caused by the discharge of pollutants into the municipal storm drain system or watercourse in violation of this chapter.

(d) Remedies Cumulative. The remedies provided for in this chapter are cumulative and not exclusive and shall be in addition to any and all other remedies available to the city under state and federal law.

(e) Public Nuisance. The discharge of pollutants and related applicable materials into any municipal storm drain system or other watercourses, in violation of any provision of this chapter, is declared to be a public nuisance and shall be subject to any and all remedies available, pursuant to city, state and federal law, including but not limited to injunctive relief. The director of public works may record with the county recorder's office a declaration of nuisance for the particular parcel so noticed.

(Ord. 1930 § 3, 1995; Ord. 1916 § 2, 1995; Ord. 1869 § 1(Exh. A)(part), 1993).

14.02.050 - Inspection.

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(a) During Regular Business Hours. Every business establishment that is open to the public shall permit agents of the city to inspect their premises for compliance with this chapter at any time the business is open to the public.

(b) Other Times. Notwithstanding subsection (a) of this section, agents of the city may inspect any property for compliance with this chapter upon providing the owner and occupants of the property at least twenty-four hours' advance notice of the inspection in the following manner:

(1) A notice shall be conspicuously posted on the property to be inspected, specifying the date, time and reason for the proposed inspection and setting forth a telephone number with directions for the residents or property owners to call for further information; and

(2) If the identity and address of the owner is known, such owner shall be notified of the proposed inspection by first class mail, setting forth the same information required by subsection (b)(1) of this section.

(c) Provisions Supplemental. The inspection provisions set forth in this section are intended to supplement, and not supersede, any existing authority for inspection by city officials. In the event that any provision of this section is found by a court of competent jurisdiction to be void or unenforceable, the remaining portions shall remain in full force and effect.

(Ord. 1947, 1997).

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APPENDIX C

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

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STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

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(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on

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an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

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(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. (AB 626) Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

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City Council Report

Item: 10
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: **Adoption of a Resolution Approving the Purchase of Dell VxRAIL Storage Area Network (SAN) Under Three-Year Purchase Agreement Utilizing the NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003. (Resolution/Roll Call Vote)**

RECOMMENDED ACTION

That City Council adopt a resolution approving a contract for purchase of Dell VxRAIL All Flash P670F Storage Area Network (SAN) under a three-year purchase agreement with Converge Technology Solutions, utilizing the NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003 pursuant to section 3.20.070 of the Campbell Municipal Code and authorizing the City Manager to execute the three-year purchase agreement totaling $335,186.23 and purchase additional annual subscription licenses or modify subscription levels as needed, subject to fund availability.

BACKGROUND

The City of Campbell has a critical need to store and manage data generated by its users and enterprise systems. While the City has been transitioning towards cloud-based solutions, the requirement for on-premises storage remains for certain enterprise applications. However, this need is expected to decrease in the coming years as the City continues to deploy internet cloud-based applications, and storage management is handled by external providers such as Microsoft Azure, Amazon Web Services, or Google Cloud.

The existing disk array, known as a Storage Area Network (SAN), specifically the Dell Compellent SAN, has reached its end of life and necessitates replacement. The current SAN was originally deployed in late 2016. The useful life of a SAN is about 5 years before components begin to fail and the system has a higher likelihood of instability.

The use of cooperative purchasing agreements maximizes cost savings and staff resources by sharing contracting and purchasing efforts with other government agencies. Utilizing cooperative purchasing agreements is advantageous to the City because it provides an opportunity for the City to obtain lower pricing. Below is a brief explanation of the NASPO ValuePoint agreement that will be used to complete the purchase with Dell through Converge.

NASPO ValuePoint is a national cooperative purchasing program facilitating competitive public procurement solicitations and agreements using a lead-state model and provides the highest standard of excellence in public cooperative contracting. NASPO's procurement process is as competitive as that which is normally used by the City of Campbell. NASPO ValuePoint is available to public agencies and is a program under National Association of State Procurement Officials that is made up of the directors of the central purchasing offices of the 50 states, District of Columbia, and territories of the United States.

DISCUSSION

Staff's recommendation to purchase the Dell VxRAIL All Flash P670F Storage Area Network (SAN) is based on the following factors:

1. **Cost-Effectiveness**: Purchasing the Dell VxRAIL All Flash P670F Storage Area Network (SAN) under a cooperative purchase agreement provides a cost-effective solution compared to outright purchase and maintenance. Competitive pricing and streamlined procurement processes are benefits of leveraging existing agreements.

2. **End-of-Life Replacement**: Replacing the aging Dell Compellent SAN with a modern, reliable solution is imperative to avoid data loss and system downtime. The proposed Dell VxRAIL All Flash P670F SAN offers enhanced performance, reliability, and security.
3. **Long-Term Investment**: The three-year purchase agreement ensures stability and continuity in data management processes while effectively managing budgetary constraints.

4. **Risk Mitigation**: Partnering with Converge Technology Solutions mitigates risks associated with data storage and management, ensuring optimal system operation and reducing the likelihood of failures or breaches.

FISCAL IMPACT

The total cost of the three-year purchase agreement for the proposed Dell VxRAIL All Flash P670F Storage Area Network (SAN) is **$335,186.23**. First year costs of $123,386.23, which includes the first annual payment and all sales taxes due upfront, are within the FY 2024 Adopted Budget amount of $132,000 in the IT Fund and account 647.547.7429. The next two annual payments of $105,900 will be programmed into the Proposed Budgets for FY 2025 and FY 2026. The IT Fund is primarily supported by internal service charges to other departments within the General Fund and the purchase of the SAN will likely impact the General Fund in FY 2025 and FY 2026. Nevertheless, while this investment represents a significant cost, it ensures the City's data storage needs are met efficiently and securely without possible critical system failure due to aging equipment:

The following is the breakdown of payments:

Upfront Sales Taxes Due	$17,486.23
1st Annual Payment for FY24	$105,900.00
2nd Annual Payment for FY25	$105,900.00
3rd Annual Payment for FY26	$105,900.00
Grand Total	**$335,186.23**

CONCLUSION

Purchasing the Dell VxRAIL All Flash P670F Storage Area Network (SAN) through Converge Technology Solutions under a three-year purchase agreement is recommended. This decision ensures effective data storage, manageable fiscal impact, and technical advantages while complying with cooperative purchasing regulations.

ALTERNATIVES

1. Continue to use unsupported and aging Storage Area Network (SAN) hardware.
2. Provide other direction to staff.

Prepared by: Ryan Favila

Ryan Favila, I.T. Technician

Approved by:

Brian Loventhal, City Manager

Attachment:

a. Resolution
b. SAN Purchase Quote Summary
c. Dell-NASPO-master-agreement-23026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING THE PURCHASE OF A DELL VXRAIL STORAGE AREA NETWORK (SAN) UNDER A THREE-YEAR PURCHASE AGREEMENT UTILIZING THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM, CALIFORNIA PARTICIPATING ADDENDUM NO. 7-15-70-34-003

WHEREAS, the City of Campbell has identified a critical need to upgrade its data storage infrastructure to efficiently manage data generated by its users and enterprise systems; and

WHEREAS, the existing Storage Area Network (SAN), specifically the Dell Compellent SAN, has reached its end of life and requires replacement; and

WHEREAS, staff has determined to utilize an existing contract developed by NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003 for this procurement would provide the best value and benefit to the City and section 3.20.070 of the Campbell municipal code allows the City to make purchases through other municipalities provided these agencies used bidding procedure that are reasonably consistent with Section 3.20.050 of the municipal code; and

WHEREAS, it is proposed that the City Council authorize the City Manager to enter into an agreement with Converge Technology Solutions to purchase the Dell VxRail Storage Area Network (SAN) and associated services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell hereby approves a three-year purchase agreement with Converge Technology Solutions for the Dell VxRail Storage Area Network (SAN), with a total cost of $335,186.23 utilizing the NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreement and related documents and to purchase additional annual subscription licenses or change subscription levels as may be required at the same unit price, subject to the appropriation of funds.

Attachment: Resolution (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

PASSED AND ADOPTED this 16th day of April, 2024, by the following roll call vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: Resolution (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Dasher Technologies
675 Campbell Technology Parkway
Suite 100
Campbell CA 95008
Angela Armstrong 408-722-8275
Angela.Armstrong@convergetp.com

To: City of Campbell
Ryan Favila
(408) 871-5304
ryanf@campbellca.gov

Proposal

Proposal Number: 1010743-015
Proposal Date: 4/8/2024
Expiration Date: 5/8/2024

Ship To: 70 N. First Street
Campbell CA 95008

Bill To: 70 N. First Street
Campbell CA 95008

Dell VxRAIL All Flash P670F - 3 Year (CAPEX) - Annual Invoicing

Line	Qty	Ext Qty	Product	Description	Sell	Ext Sell
	2		**Dell EMC S5224F, 24x 25GbE SFP28, cables, jumper cords, 3YR ProSupport Plus**		**$12,922.35**	**$25,844.70**
	1	**2**	**Hardware**		**$7,592.32**	**$15,184.64**
1	1	2	210-APHT	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU		
2	1	2	343-BBLP	Dell EMC S52XX-ON Series User Guide		
3	1	2	470-ABOU	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		
4	8	16	470-BBCX	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable,3 Meter		
5	2	4	450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		
	1	**2**	**Software**		**$1,191.49**	**$2,382.98**
6	1	2	634-BRWJ	OS10 Enterprise, S5224F-ON		
	1	**2**	**Services & Support - 3 Year**		**$4,138.54**	**$8,277.08**
7	1	2	634-BYIJ	OS10 SmartFabric Services		
8	1	2	818-4983	Dell Hardware Limited Warranty 1 Year		
9	1	2	818-5025	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year		
10	1	2	818-5028	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years		
11	1	2	818-5029	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended		
12	1	2	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell		
13	1	2	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
14	1	2	997-6306	Info 3rd Party Software Warranty provided by Vendor		
15	1	2	848-8541	3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance		
	4		**VXRAIL P670F - All Flash, 1x Intel-Xeon Gold 6336Y (2.4GHz, 24c), 512GB Memory (8x 64GB), 2x 800GB SSD, 14x 3.84TB SSD, 3YR ProSupport Plus**		**$70,983.87**	**$283,935.48**
	1	**4**	**Hardware**		**$42,833.77**	**$171,335.08**
16	1	4	210-BBGT	VxRail P670F, All Flash		
17	1	4	329-BDWH	PSNT Info		
18	1	4	379-BENB	vSAN Node		
19	1	4	384-BDPY	VxRail PV670/F/N, S670 Firmware Lock		
20	1	4	634-CJRH	VxRail Software 7.0.481 Factory Install		
21	1	4	379-BDYQ	No Transformational License Agreement		
22	2	8	379-BEWY	Informational Purposes Only		
23	1	4	321-BGLQ	2.5" Chassis with up to 24 HDDS (SAS/SATA) including 4 Universal Slots for 1CPU Configuration		
24	1	4	379-BDSR	No GPU Enablement		
25	1	4	325-BDYT	VxRail 2U Bezel		
26	1	4	338-CBXH	Intel Xeon Gold 6336Y 2.4G, 24C/48T, 11.2GT/s, 36M Cache, Turbo, HT (185W) DDR4-3200		
27	1	4	374-BBBX	No Additional Processor		
28	1	4	370-AEVR	3200MT/s RDIMMs		

Attachment: SAN Purchase Quote Summary (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

29	8	32	370-BBQP	64GB RDIMM, 3200MT/s, Dual Rank, 16Gb - HCI		
30	2	8	400-BKGF	1.6TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 with carrier		
31	14	56	345-BJMK	3.84TB SSD SAS RI 24Gbps 512e 2.5in Hot-Plug 1DWPD , AG Drive - HCI		
32	1	4	540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0		
33	1	4	461-AAIG	Trusted Platform Module 2.0 V3		
34	1	4	770-BBBQ	ReadyRails Sliding Rails		
35	1	4	770-BDRQ	Cable Management Arm, 2U		
36	1	4	450-AKKS	Dual, Hot-Plug, Power Supply, 1100W MM (100-240Vac) Titanium, Redundant (1+1)		
37	2	8	450-AALV	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		
38	2	8	492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)		
39	1	4	750-ACOM	Fan Foam, HDD 2U		
40	1	4	379-BDTE	No Rear Storage		
41	1	4	389-DYHF	Dell/EMC label (BIS) for 2.5" Chassis		
42	1	4	389-DYHH	PE R750 CCC Marking, No CE Marking		
43	1	4	379-BDSW	SAS/SATA/NVMe Capable Backplane		
44	1	4	340-CWLS	P/V 670 Shipping, DAO		
45	1	4	481-BBFG	PowerEdge R750 Shipping Material		
46	1	4	379-BDTF	2.5 Chassis		
47	1	4	330-BBZS	VxRail P670F, Riser Config 8, 1B+2A, Single CPU		
48	1	4	329-BHKH	VxRail P670F Branding		
49	1	4	329-BFGT	R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM		
50	1	4	412-AAWF	Heatsink for 1 CPU configuration (CPU greater than or equal to 165W)		
51	1	4	370-AAIP	Performance Optimized		
52	1	4	780-BCTN	C45, No RAID		
53	1	4	405-AAXY	Dell HBA355i Controller Front		
54	1	4	750-ADED	Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis		
55	1	4	403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)		
56	1	4	470-AERR	BOSS Cables and Bracket for R750 (Riser 1)		
57	1	4	385-BBQV	iDRAC9, Enterprise 15G		
58	1	4	379-BCQY	iDRAC Group Manager, Disabled		
59	1	4	379-BCSG	iDRAC,Legacy Password		
60	1	4	379-BCRB	DHCP with Zero Touch Configuration		
61	1	4	379-BELZ	Requires 30C or less Ambient Temp		
62	1	4	750-ADGJ	Very High Performance Fan x6		
63	1	4	350-BBYX	No Quick Sync		
64	1	4	631-AACK	No Systems Documentation, No OpenManage DVD Kit		
65	1	4	387-BBEY	No Energy Star		
66	1	4	800-BBDM	UEFI BIOS Boot Mode with GPT Partition		
67	1	4	350-BCFZ	P670F Luggage Tag		
	1	**4**	**Software**		**$14,628.68**	**$58,514.72**
68	1	4	149-BBST	VxRail VMware, vSAN Advanced, 3 Years		
69	1	4	634-BYOZ	VxRail HCI System Software, A		
70	14	56	634-BUWF	VxRail HCI System Software, Capacity Drive, 3.84TB		
71	8	32	634-BYLZ	VxRail HCI System Software Memory, 64GB		
	1	**4**	**Support - 3 Year**		**$13,521.42**	**$54,085.68**
72	1	4	878-0273	Dell Hardware Limited Warranty		
73	1	4	878-0948	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years		
74	1	4	878-0949	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years		
75	1	4	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell		
76	1	4	823-4137	ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 3 Years		
77	1	4	862-9252	Optimize for Infrastructure Quarterly 3 Years		

	4		RecoverPoint for VM		$0.00	$0.00
78	1	4	210-ARZC	Recover Point for Virtual Machine		
79	1	4	865-3492	3 Years ProSupport Plus Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract		
80	1	4	900-9997	On-Site Installation Declined		
81	1	4	626-BBBG	Storage Software Info		
82	1	4	142-BBNV	HCIA RecoverPoint for VMs for 1 node		

	1		Co-Deploy Services		$7,919.82	$7,919.82
83	4	4	812-4011	ProDeploy Plus No Charge Training 200		
84	4	4	857-3695	CoDeliver - ProDeploy Plus Dell EMC VxRail Deployment		
85	2	2	812-4037	ProDeploy Plus No Charge Training 500		
86	2	2	870-5162	CoDeliver - ProDeploy Plus Dell Networking S Series 5xxx Switch - Deployment		

Sub Total	**$317,700.00**
Estimated Tax	**$17,486.23**
Estimated Freight	**$0.00**
Grand Total	**$335,186.23**

Notes:

1	1010743-015	Master Agreement No. MNWNC-108 for NASPO ValuePoint Cooperative Purchasing Program, California Participating Addendum No. 7-15-70-34-003
2	1010743-015	Converge Capital - 3 x Annual Payments$105,900

- Payment Terms, Cash Net30 Upon Credit Approval
- FOB Destination
- Taxes, freight and other fees not included unless otherwise stated.
- Returns or exchanges are at the discretion of the Manufacturer.
- Order may be delivered in multiple shipments and customer agrees to pay partial payments as product is delivered.
- Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products sold under this quotation are subject to the terms and conditions provided by the OEM.

Approver Signature: _____

Title: _____

PO Number: _____

Date: _____

Attachment: SAN Purchase Quote Summary (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR
Dell Inc.
The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...
Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR
Dell Marketing L.P.
The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...
Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...
Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 88D02A26D7604BA...
Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

   a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

   b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

   c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

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6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

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10. **Entire Agreement**
This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency
With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

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2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

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d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. "Deliverables" means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor's obligations to Purchasing Entity.

2. "Equipment" means Contractor-branded hardware products.

3. "Proprietary Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity's rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Contractor's EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity's internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity's compliance with the terms of this Master Agreement and Purchasing Entity's payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity's behalf, solely for Purchasing Entity's internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider's compliance with these restrictions. This section shall not affect a Purchasing Entity's right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity's surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor's confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor's use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

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e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**
The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

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proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

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and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

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Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

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purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

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1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

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3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

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2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

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descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

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c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**
Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

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or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

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Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

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Exhibit D: Price Schedule

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

Attachment: Dell-NASPO-master-agreement-23026 (Adoption of a Resolution Requesting Approval to Purchase Dell VxRAIL Storage Area Ne)

City Council Report

Item: 11
Category: CONSENT CALENDAR
Meeting Date: April 16, 2024

TITLE: Commending Captain Dan Livingston for 33 Years of Service to the City Of Campbell (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution commending Captain Dan Livingston, upon his retirement, for 33 years of outstanding service with the City of Campbell Police Department.

DISCUSSION

Captain Dan Livingston began his career with the Campbell Police Department as a volunteer Police Explorer in 1991 and was later hired as a Community Services Officer in May 1994. He became a Reserve Officer in 1995 and was then hired as a fulltime Police Officer in 1996.

Captain Livingston was assigned to Santa Clara County Specialized Enforcement Team for several years where he made significant contributions to not only the City of Campbell, but to our entire region. In 2005, Captain Livingston was promoted to Sergeant and worked as a patrol Watch Commander, Traffic Division supervisor, Investigations Supervisor, and Administrative Sergeant.

Captain Livingston spent a large portion of his career in investigative roles to include undercover narcotics, two rotations as the investigations supervisor and several stints conducting large scale gang investigations throughout Santa Clara County and other adjoining counties.

Captain Livingston's other assignments and collateral duties over the years included: Field Training Officer, Explorer Advisor, supervisor of the Field Training Program, and rangemaster. Captain Livingston was also a member of the SWAT team, a SWAT Team Leader, and ultimately the SWAT Team Commander for over twenty years.

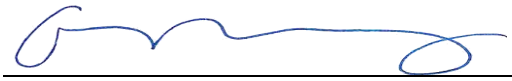
Captain Livingston was promoted to Captain in 2020 and oversaw both the Field Services Division and the Special Enforcement Division.

Captain Livingston received his Bachelor of Science degree in Criminal Justice Management. He also recently completed Stanford University's Executive Leadership Development Course.

Captain Dan Livingston will retire from the City of Campbell Police Department on April 30, 2024. At this time, it would be appropriate for the City Council to adopt a Resolution commending Captain Dan Livingston for his outstanding service to the City.

Prepared by: 

Gary Berg, Police Chief

Reviewed by: 

Gary Berg, Police Chief

Approved by: 

Angelique Gaeta, Assistant City Manager

Attachment:

a. Livingston Retirement Resolution

RESOLUTION NO._____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL COMMENDING CAPTAIN DAN LIVINGSTON ON HIS 33 YEARS OF SERVICE TO THE CITY OF CAMPBELL

WHEREAS, Captain Dan Livingston became a Campbell Police Explorer in December 1991; and

WHEREAS, Captain Dan Livingston was hired as a Campbell Community Services Officer in May 1994; and

WHEREAS, Captain Dan Livingston became a Campbell Reserve Police Officer in August 1995; and

WHEREAS, Captain Dan Livingston was hired as a Campbell Police Officer in July 1996; and

WHEREAS, Captain Dan Livingston was promoted to Police Sergeant in January 2005; and

WHEREAS, Captain Dan Livingston was promoted to Police Captain in January 2020; and

WHEREAS, Captain Dan Livingston has held a variety of assignments and collateral duties over the years that have supported the Campbell Police Department to include: Watch Commander, Traffic Supervisor, Field Training Officer, Explorer Advisor, Administrative Sergeant, Field Training Program Supervisor, and Range Master; and

WHEREAS, Captain Dan Livingston spent a large portion of his career in investigative roles where he made significant contributions to not only the City of Campbell, but to our entire region; and

WHEREAS, Captain Livingston was a member of the Campbell SWAT team, a SWAT Team Leader, and ultimately, the SWAT Team Commander for over twenty years; and

WHEREAS, Captain Livingston received his Bachelor of Science in Criminal Justice Management and completed Stanford University's Executive Leadership Development Course; and

WHEREAS, Captain Livingston has always had a commitment to providing excellent service to the Campbell community.

Attachment: Livingston Retirement Resolution (Livingston Retirement)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell recognizes and commends Captain Dan Livingston on his retirement from the City of Campbell after 33 years of dedicated service.

PASSED AND ADOPTED this 16th, day of April, by the following roll call vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: Livingston Retirement Resolution (Livingston Retirement)

City Council Report

Item: 12
Category: PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES
Meeting Date: April 16, 2024

TITLE: **City Council Consideration of a Request for Authorization to Apply for a General Plan Amendment ("Initiation") to Restore the Land Use Designation of Property Located at 1228 Camden Avenue to General Commercial (Under the Former 2001 General Plan) from Neighborhood Commercial (Under the Current 2040 General Plan) to Allow Reconstruction of an Existing Starbucks Café as a New Drive-Through Starbucks Café. the Application(S) Under Consideration Include a Mandatory Pre-Application. File No. PLN-2024-27 (Resolution/Roll Call)**

RECOMMENDED ACTION

Adoption of a resolution authorizing an application for a General Plan Amendment.

ENVIRONMENTAL DETERMINATION

This action seeks authorization to allow an application for a General Plan Amendment. An application for a General Plan Amendment is not a "project," as defined by Public Resources Code § 21065, and therefore, is not subject to the California Environmental Quality Act (CEQA). A formal development application, if authorized, however, would include preparation of an environmental document to analyze potential environmental impacts (e.g., air quality, traffic, noise, etc.).

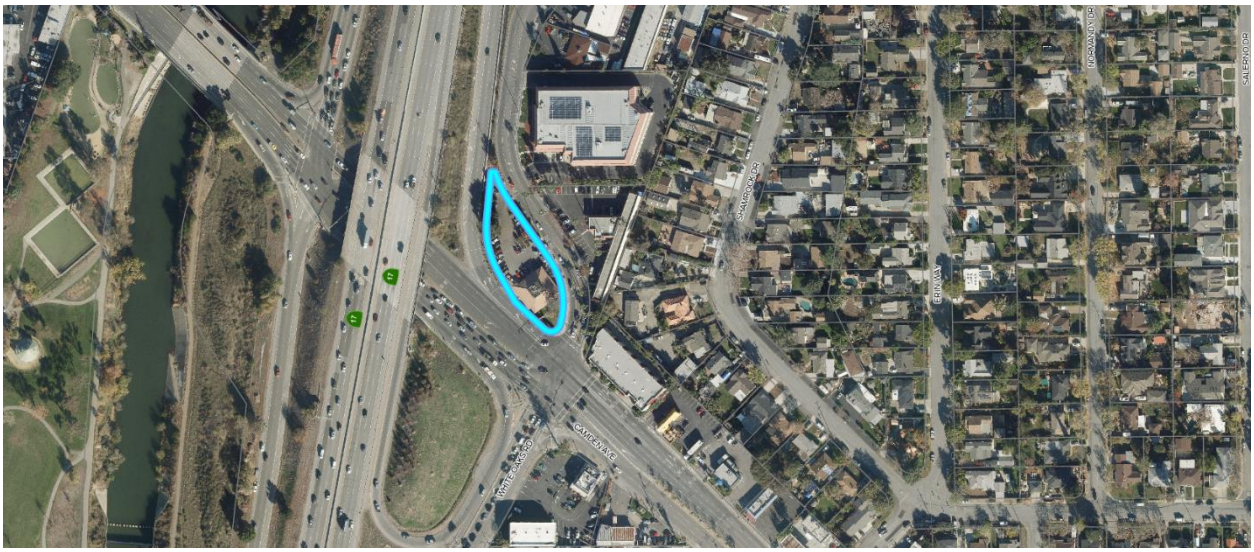
DISCUSSION

Administrative Procedure: Campbell Municipal Code (CMC) Section 21,60.020.A specifies that only the City Council can "initiate" (authorize) a request for an amendment to the General Plan. Therefore, per CMC Section 21.41.02.A, an applicant seeking an amendment to the General Plan must first submit a preliminary application to the City Council and request the City Council authorize their filing of an application for a General Plan amendment. This process serves as a gatekeeping function for the City Council to dismiss proposals that are fundamentally inconsistent with the City's General Plan or the CMC. The City Council's authorization to proceed does not guarantee that the amendment will be approved, only that the request may warrant further review and analysis as part of a formal development application.

Scope of Review: Although conceptual drawings have been provided by the applicant, these materials are provided for illustration purposes only. The City Council's discussion should focus on the appropriateness of the requested General Plan land use change. If the City Council does grant authorization to apply for a General Plan amendment, the applicant's next step would be to submit a preliminary application for review by the Planning Commission in a study session. The Planning Commission would then provide direction on specific design and site configuration aspects of the development proposal. The study session would also provide an additional opportunity for public input on the project.

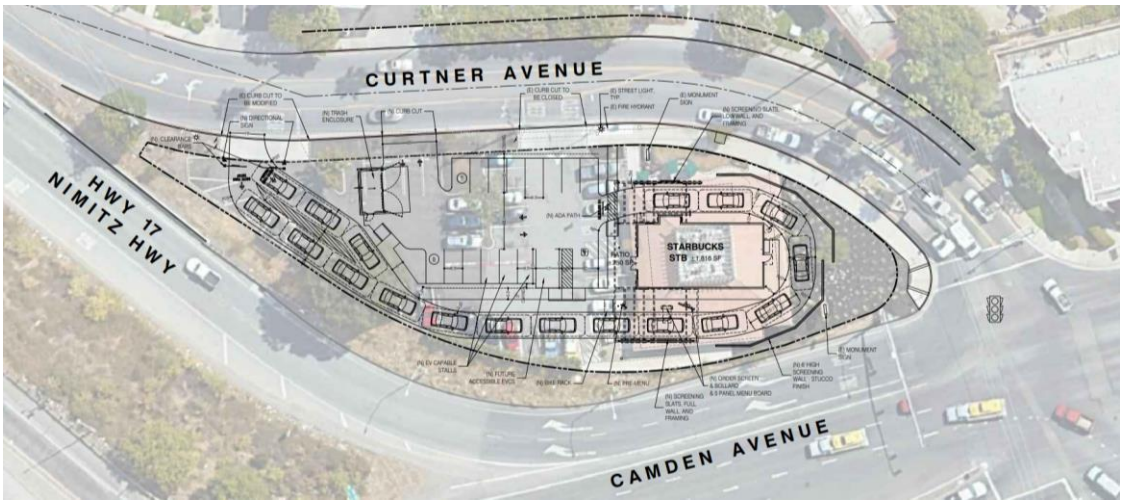
Project Site: The project site is an approximately ½ acre tear-drop shaped parcel located at the northwest corner of Camden Avenue and Curtner Avenue, adjacent to the northbound Highway 17 on-ramp. The unusual parcel, which was created in the late 1960's when the freeway ramps were installed, is entirely surrounded by roadway and does not adjoin any other properties. The site was originally developed as a Carrows restaurant in 1972 and was subsequently converted to a copy store (Copyco) and a Starbucks café in 2003. While Copyco ceased operations in 2020, Starbucks remains in operation. The site is currently designated in the General Plan as *Neighborhood Commercial*.

Background: Staff and Starbucks representatives had discussions on redevelopment of this property with a drive-through cafe in the Summer of 2022, which resumed in Spring of 2023, shortly after the City adopted the 2040 General Plan. As discussed below, the new General Plan amended the property's designation from *General Commercial* to *Neighborhood Commercial*. This had the effect of precluding redevelopment of the site with a drive-through, which is not allowed under the property's new *Neighborhood Commercial* designation.



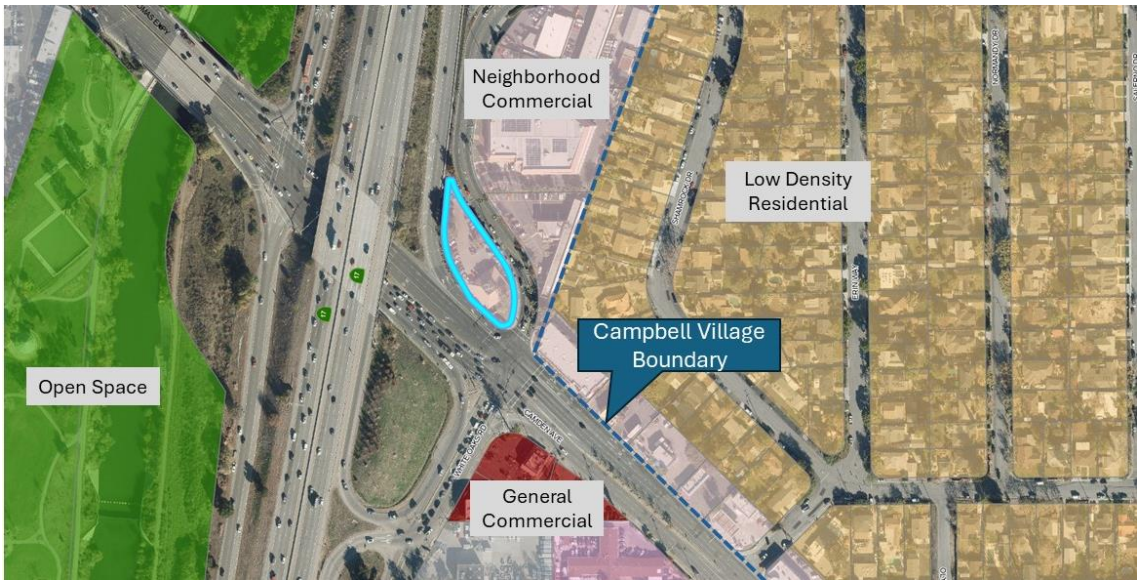
Proposal: The applicant's request, therefore, is to revert the property's General Plan land designation to *General Commercial* (reference Attachment **C** – Written Statement), to facilitate redevelopment of the property with a drive-through café. The applicant's

materials include a conceptual site plan, below, depicting how the site could accommodate a drive-through café (reference Attachment **B**). As noted, these conceptual materials have been provided for reference purposes only; the site configuration would likely change based on staff review, should Council authorization be granted.



ANALYSIS

Land Use Context: As shown on the land use map below, the subject property is surrounded by other *Neighborhood Commercial* properties to the northeast along Curtner Avenue and along Camden Avenue. Diagonally across Camden Avenue is a small cluster of *General Commercial* properties. Single-family residential properties designated *Low Density Residential* are located further to the east in the Campbell Village neighborhood.



The prior General Plan designated the subject property as *General Commercial*. However, when the City adopted the current 2040 General Plan last year, the property, along with those properties on the north-side of Camden Avenue, were redesignated to *Neighborhood Commercial*, as discussed in a September 29, 2021 study session report, reflecting the "Preferred Land Use Map" recommended by the General Plan Advisory Committee (GPAC), excerpted, below:



The intent of the GPAC's recommendation was to minimize the impact of commercial development upon the adjacent residential neighborhoods. This is accomplished through the *Neighborhood Commercial* designation's more restrictive development standards—principally, a reduced maximum height limit and greater setbacks—and more limited land use allowances, such as a prohibition on drive-through uses, auto repair shops, and nightclubs. The recently adopted ordinance to streamline permit processes as recommended by the City's Economic Development Plan will facilitate additional land use options in the *General Commercial* designation, but less so in the *Neighborhood*, consistent with the distinction between the two designations.

Land Use Appropriateness: The appropriateness of the requested amendment may be understood as a question of consistency with the definition for each land use designation provided by the General Plan:

Current	Proposed
Neighborhood Commercial (NC): This designation generally consists of small-scale, lower intensity commercial and office uses that are compatible with surrounding neighborhoods. This land use is intended to encourage the location of commercial uses at major intersections in residential areas which are designed to encourage convenient pedestrian and bicycle travel to and from surrounding neighborhoods.	**General Commercial (GC):** This designation generally consists of commercial uses that need exposure to high volumes of automobile traffic or access to transit corridors. Most of the land in Campbell with a General Commercial land use designation is located along both sides of Bascom Avenue and Hamilton Avenue and parts of Winchester Boulevard. Commercial development in these areas is highly visible. Therefore, the

	placement and scale of buildings is especially important to the community image.

As described above, the *Neighborhood Commercial* designation is characterized by an intent to accommodate lower-intensity commercial uses that are adjacent to residential areas, which may be accessible by bicycle or on foot by area residents. In comparison, the *General Commercial* designation accommodates higher intensity uses on major transportation corridors, particularly those that require exposure to high volumes of automobile traffic. Such uses may generally be understood to be regional serving businesses that are typically accessed by car.

The redesignation of Camden Avenue and Curter Avenue to *Neighborhood Commercial* may foster business activity to better serve the surrounding community. The new designation will also maintain lower building heights that are more sensitive to residents along Olympia Avenue and Shamrock Drive.

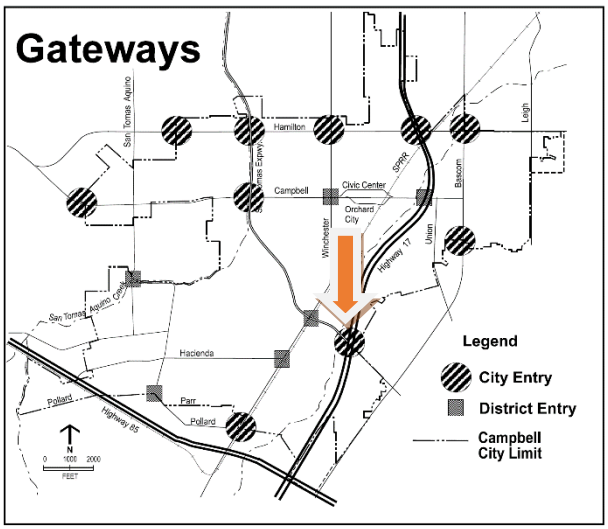
However, the subject property is physically separate from the other redesignated properties and from the Campbell Village neighborhood where these considerations hold more relevance. Moreover, the subject property's location at a freeway on-ramp and transition of Camden Avenue to San Tomas Expressway is more conducive to the *General Commercial* designation due to the automobile-oriented nature of the intersection.

In considering a land use change request, General Plan Policy LU-2.9 directs the City to consider potential land use compatibility issues with surrounding residential neighborhoods, such as privacy, noise, and traffic:

> **Policy LU-2.9**: In considering land use change requests, consider factors such as compatibility with the residential surroundings, privacy, noise, and changes in traffic levels on residential streets.

Given the "island" configuration of the subject property, its small size, and its distance from the residential neighborhoods, its redesignation to *General Commercial* would not have any evident privacy or noise impacts. With regard to traffic, new development proposals, including a potential drive-through Starbucks café, would also be subject to a degree of traffic analysis. A drive-through proposal, in particular, would include an analysis of the stacking capacity to ensure that queuing vehicles do not spill onto the street or block an intersection.

Gateway Policy: The project site is also subject to General Plan Goal CD-3, which carried forward from the prior General Plan the concept of "gateways." As described by the General Plan, the intent is to establish a strong "sense of arrival" into the City and its districts, at those locations illustrated by the map, below:



Goal CD-3

Promote strong and identifiable City boundaries that provide a sense of arrival into the City and its districts to reinforce Campbell's unique character and small-town image.

To effectuate the General Plan vision, Action CD-3.a directs the preparation of a formal gateway policy or ordinance. In tandem, Action CD-3.f discourages development of non-residential projects at gateway locations until this is accomplished, or two years from General Plan adoption (mid-2025), whichever is less.

Action CD-3.a: Develop a City Gateways Policy or Ordinance that:

a. Establishes development guidelines, standards, and related actions and requirements to ensure property development supports the City Gateway polices.

b. Narrows the range of allowable land uses on gateway properties to those that achieve the vision of the Gateway policies and this General Plan.

Action CD-3.f: Discourage development of nonresidential uses at Gateway locations until the City Gateway Policy or Ordinance is adopted, or two years from the adoption of the General Plan, whichever is less.

Since the project site is located at the Camden Ave/San Tomas Expwy/Highway 17 "City Entry" gateway, the applicant's request could reasonably be rejected in compliance with Action CD-3.f. However, when the gateway concept was originally conceived in 2001 under the prior General Plan, the Campbell Village neighborhood had yet to be annexed by the City such that this intersection was located at the jurisdictional boundary with San Jose.

Further, with the annexation of Campbell Village in 2013, the City boundary is now located at the intersection of Camden Avenue and Olympia Avenue, over a ¼ of a mile away, wherein that the Camden Avenue / San Tomas Expressway / Highway 17 intersection is no longer an entry into the City from San Jose. The General Plan identifies this inconsistency in Action CD-3.d, which directs preparation of an updated Gateways map, particularly with regards to the 2013 Cambrian No. 36 annexation. Although this entry could be redesignated as a "District Entry" separating the Camden

Avenue commercial corridor from the "Old Camden" and Dell Avenue industrial districts, the use of the subject property would functionally remain the same with the requested designation. As a result, staff supports a determination that Action CD-3.f should not apply to this request.

Action CD-3.d: Update the City's Gateways Map (Figure CD-1) to include the former Cambrian No. 36 unincorporated County pocket, correct the City Limit, and identify specific properties subject to the Gateway Policy or Ordinance.

Public Comment: No public comment has been received on the preliminary application request.

NEXT STEPS

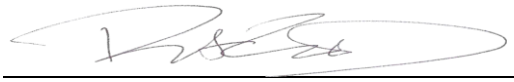
If the Council authorizes the General Plan initiation request, the applicant will have one year to submit a development application inclusive of requests for a General Plan Amendment, Zoning Map Amendment, Site and Architectural Review Permit, Conditional Use Permit, and a Variance. The application would also be subject to formal environmental review under CEQA. The entirety of the application package would then be reviewed by the Planning Commission with formal decision by the City Council.

FISCAL IMPACT

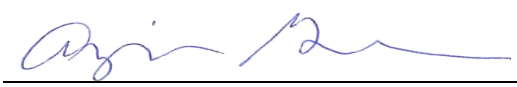
If the Council grants authorization, a formal development submittal would generate upwards of $50,000 in application fees.

Prepared by: 

Daniel Fama, Senior Planner

Reviewed by: 

Rob Eastwood, Community Development Director

Approved by: 

Angelique Gaeta, Assistant City Manager

Attachment:

a. CC Resolution - GPA Authorization - 1228 Camden Ave.
b. Project Description
c. Preliminary Project Plans

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL GRANTING AUTHORIZATION TO SUBMIT AN APPLICATION FOR A GENERAL PLAN AMENDMENT ("INITIATION") TO AMEND THE LAND USE DESIGNATION OF PROPERTY LOCATED AT **1228 CAMDEN AVENUE** TO 'GENERAL COMMERCIAL' FROM 'NEIGHBORHOOD COMMERCIAL'. FILE NO: PLN-2024-27

WHEREAS, the City Council adopted the current 2040 General Plan on April 18, 2023, by Resolution No. 12963; and

WHEREAS, the purpose of the City's General Plan is to guide decisions regarding physical growth and development, provision of public services and facilities, and conservation and enhancement of natural resources; and

WHEREAS, the General Plan establishes a foundation upon which the City can base policy decisions and a basis for judging whether specific development proposals and public projects are in harmony with community desires; and

WHEREAS, the General Plan is not static, but rather a dynamic and multi-faceted document that defines and addresses the changing needs of the City; and

WHEREAS, pursuant to Campbell Municipal Code Section (CMC) 21.60.020.A, an amendment to the General Plan may only be initiated by the City Council by consideration of a preliminary application, as required by CMC Section 21.41.02.A; and

WHEREAS, the City Council's action to authorize ("initiate") an amendment does not bind or otherwise require the City Council to approve a formal amendment application; and

WHEREAS, the City Council has determined that consideration of the proposed General Plan amendment would be in the public interest;

NOW, THEREFORE, BE IT RESOLVED that the City Council grants authorization to proceed with formal submittal of a General Plan Amendment to amend the General Plan Land Use Map to redesignate property located at **1228 CAMDEN AVENUE** to 'General Commercial' from 'Neighborhood Commercial,' subject to submittal of a preliminary application for review by the Planning Commission and a formal application to be submitted no later than April 16, 2025.

PASSED AND ADOPTED this __ day of _____, 2024, by the following roll call vote:

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

APPROVED:_____
Susan M. Landry, Mayor

ATTEST:_____
Andrea Sanders, City Clerk

Attachment: CC Resolution - GPA Authorization - 1228 Camden Ave. (PLN-2024-27 ~ 1228 Camden Avenue)

Project Description

The proposed project is located at 1228 Camden Avenue, Campbell, currently zoned as C1-Neighborhood Commercial. The existing building is a multi-tenant building with only the Starbucks currently operating. The proposed development entails the demolition of the existing building and the construction of a new freestanding structure comprising approximately 1,816 square feet, along with a +/- 250 square feet patio. This new facility will function as a new Starbucks store featuring a drive-through, complete with necessary site improvements as outlined in the attached site plan.

To bring this development plan to fruition, necessary entitlement processes include a General Plan Amendment, Zoning Map Amendment, and other necessary entitlements such as a Conditional Use Permit with Site/Architectural Review.

To achieve the development plan described above and seamlessly integrate with the surrounding area, the project will uphold Starbucks' commitment to high-quality standards, and aligns with the objectives set forth in the City’s Zoning Ordinance regulations, encompassing guidelines for architecture, site improvements, landscaping, and lighting. With these measures in place, the project is not anticipated to result in any economic, physical, or visual decline in the vicinity. Overall, the proposed project will align with the City's development goals and is expected to bring positive contributions to the local community.

Attachment: Project Description (PLN-2024-27 ~ 1228 Camden Avenue)

Sheet Index

SHEET 00	Coversheet
SHEET 01	Site Photography
SHEET 02	Preliminary Site Plan
SHEET 03	Preliminary Floor Plans
SHEET 04	Preliminary Exterior Elevations
SHEET 05	Exterior Elevations w/screening

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)

Coversheet

Project Site Address: 1228 Camden Avenue, Campbell, CA 95008

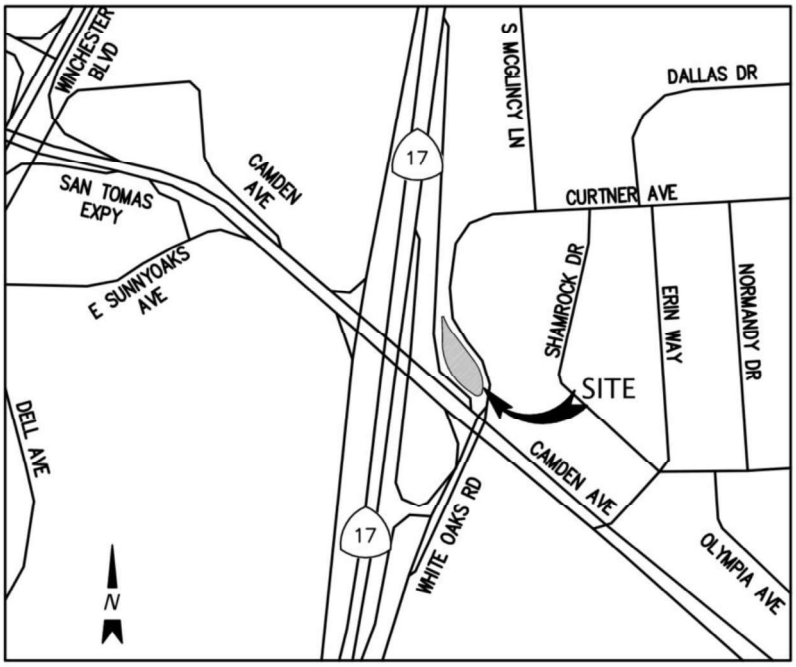
APN: 41401001

Zoning District: C1- Neighborhood Commercial

Project Title: Starbucks Curtner & Camden

Scope of Work: Propose General Plan Amendment, Zoning Map Amendment, and other requisite entitlements to allow full demo of an existing Starbucks and construction of a new Starbucks featuring drive-through facility.

Vicinity Map:



Proposed Project Data:

Net Lot Size	24,486 S.F. = 0.56 acres
FAR	1,816 S.F. / 24,486 S.F. = 0.074
Lot Coverage	2,793 S.F. / 24,486 S.F. = 0.114
Landscaping Coverage	8,500 S.F. / 24,486 S.F. = 0.347
Paving Coverage	13,862 S.F. / 24,486 S.F. = 0.566
Building S.F.	+/- 1,816 S.F. plus +/- 250 S.F. patio
Shop S.F.	+/- 1,816 S.F

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)

Site Photography



Entry 1 from Curtner Ave



Entry 2 from Curtner Ave



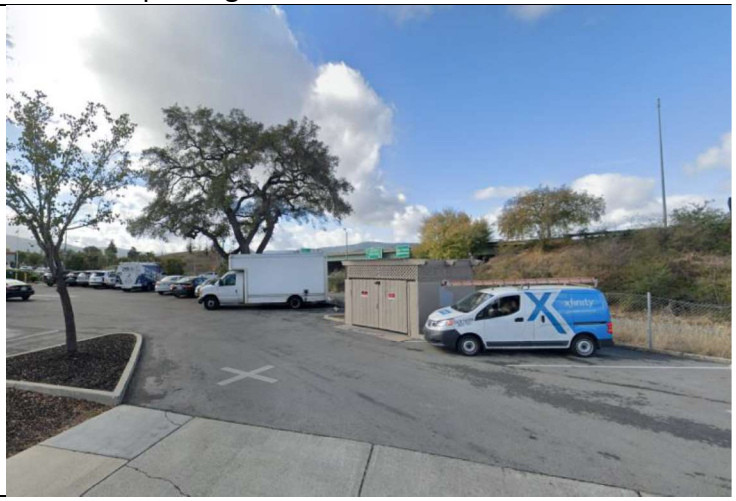
View from intersection of Curtner Ave & Camden Ave



Building entrance 1, patio, ramps to sidewalk and accessible parking

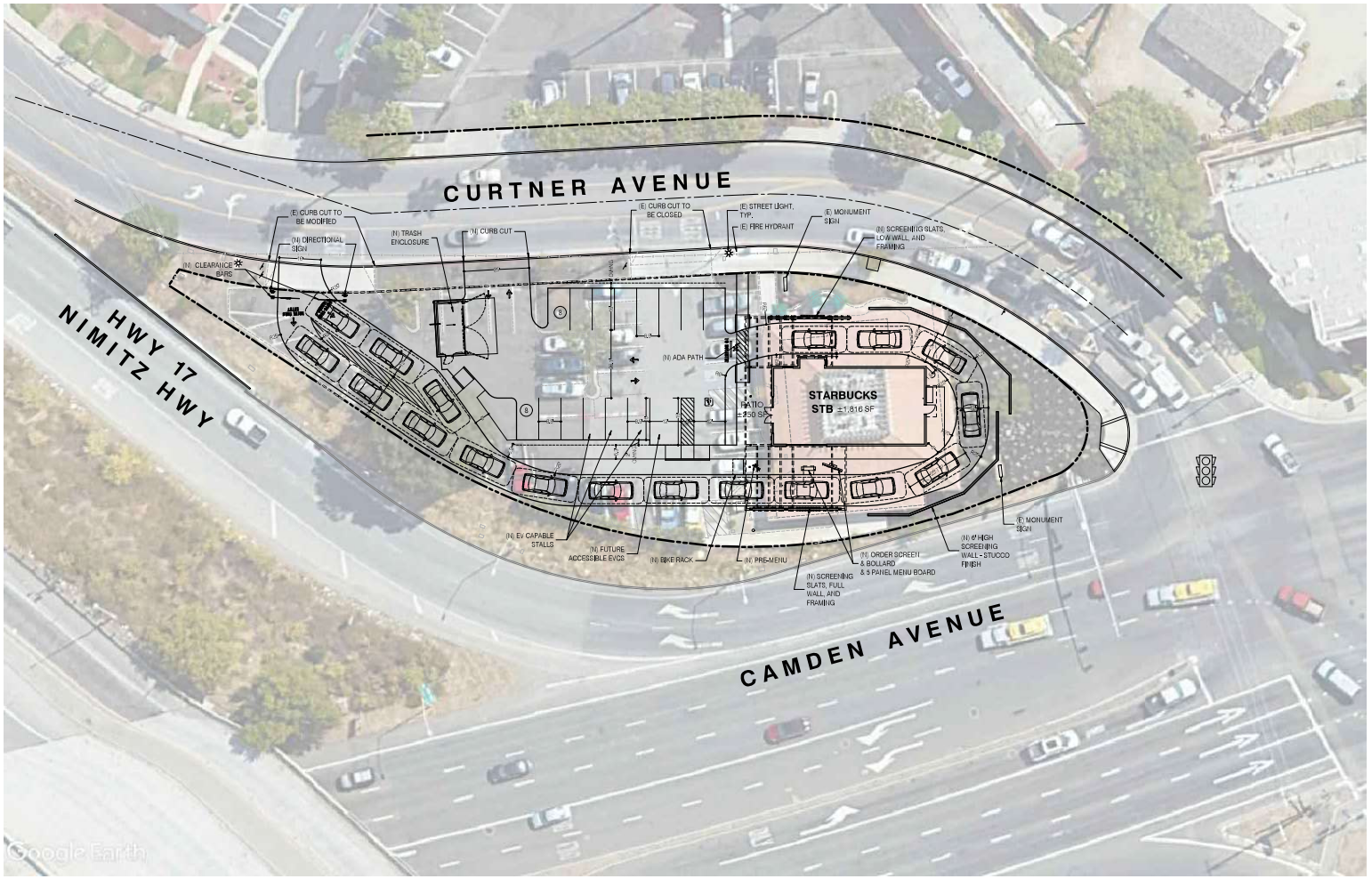


Building entrance 2, northeast side elevation



Trash enclosure, view towards east

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)



PROJECT INFORMATION

ZONING CLASSIFICATION

JURISDICTION	CITY OF CAMPBELL,
EXISTING ZONE	NEIGHBORHOOD COMMERC
REQUIRED ZONE	GENERAL COMMERC

SITE AREA

STARBUCKS SITE AREA:	±24,486
	±0.56

BUILDING INFORMATION

STARBUCKS BUILDING AREA	±1,816
PATIO	±250
F.A.R. (BUILDING AREA)	=1,816 S.F./24,486 S.F. = ±0.0
SITE COVERAGE (BUILDING AREA + COVERED CANOPY AREA)	=2,793 S.F./24,486 S.F. = ±0.1

PARKING SUMMARY

USER	RATIO REQUIRED	SPACES REQUIRED	SPACI PROVIDI
STARBUCKS BUILDING & PATIO	*1 SP/3 SEATS + 1 SP/200 SF OF NON DINING	16	
STANDARD ACCESSIBLE			1 VAN + 1FUTURE EVCS V
TOTAL			
DT QUEUE PROVIDED:			18 VEHICL

*EATING ESTABLISHMENTS WITH DRIVE-THROUGH TO BE PARKED AT 1 SP/3 SEA
+ 1 SP/200 SF OF NON-DINING FLOOR AREA.
REUIRED NUMBER SHOWN IS BASED ON MAXIMUM SEATING FOR BUILDING PLU
PATIO OF 30 SEATS AND A BACK OF HOUSE AREA OF ± 1,200 SF

PROJECT NOTES

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANING SUBMITTAL PURPOSES ONLY.
2. THIS SITE PLAN IS BASED ON A PDF OF AN ALTA SURVEY PREPARED BY KIER+WRIGHT DATED 10/21/2019, AND AN AERIAL.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	INITI
01.12.2022	PREP SP-1	
03.01.2022	PREP SP-2	
08.16.2023	PREP SP-3	
09.25.2023	PREP SP-4	BP/
09.25.2023	PREP SP-5	BP/
10.11.2023	PREP SP-6	
11/08/2023	PREP SP-7	
11/09/2023	PREP SP-7a	
12/14/2023	PREP SP-8	
02.12.2024	PREP SP-9	

GREENBERG FARROW CONTACTS

PLANNER/PROJECT MANAGER	B. POTR
SITE DEV. COORDINATOR	F.CO

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)

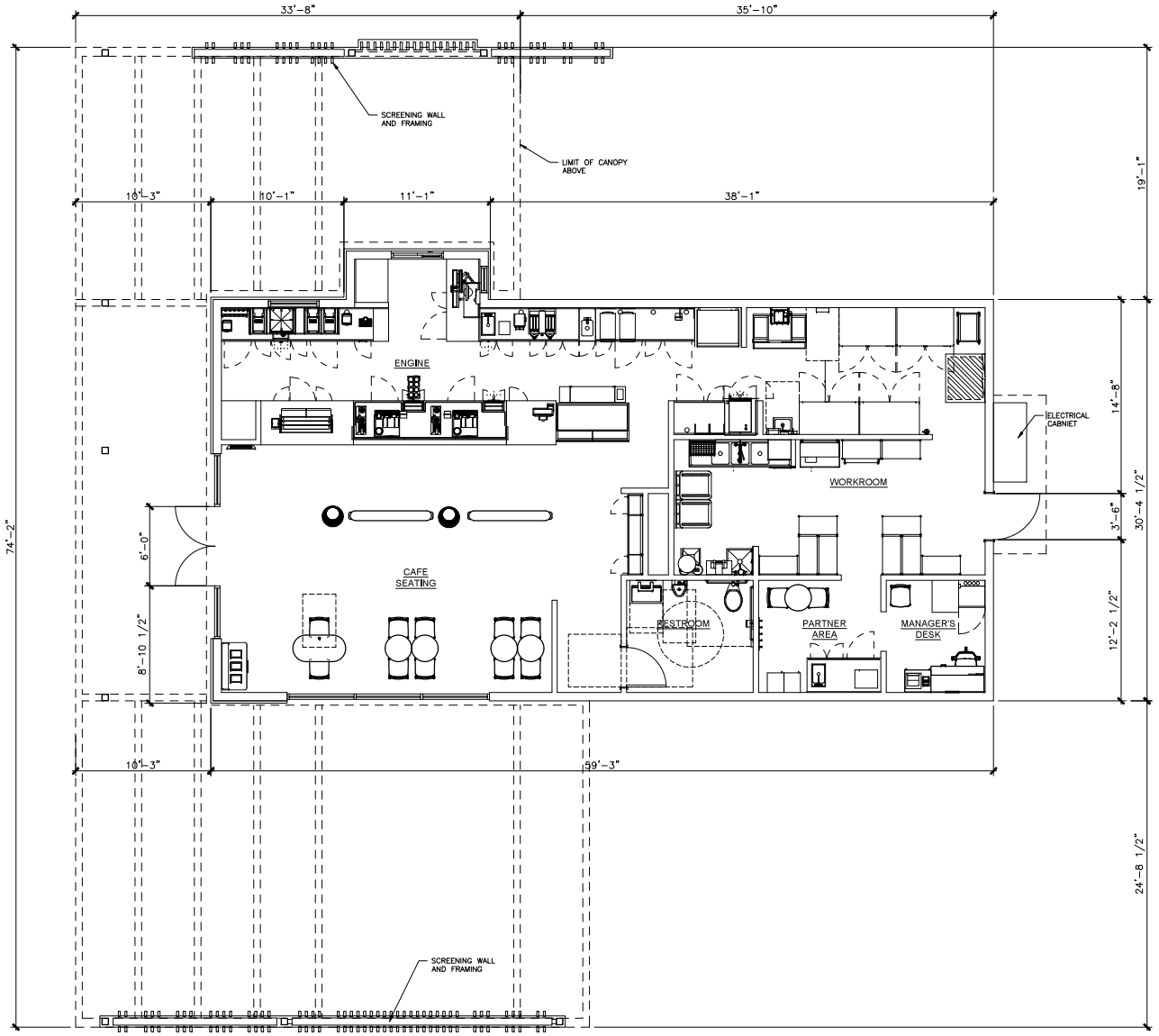
4695 MacArthur Court,
Suite 1450
Newport Beach, CA 92660
T:949 296 0450

TRUE NORTH

SCALE: 1"=20'-0"
0 10 20 40 60 80

STARBUCKS
CAMDEN & CURTNER
NWC CAMDEN AVE & CURTNER AVE, CAMPBELL, CA
20220105.0

SITE PLAN
SP-9
02.12.2023



1 TEST FIT FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

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Newport Beach, CA 92660
T:949 296 0450

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CAMDEN & CURTNER
NWC CAMDEN AVE & CURTNER AVE, CAMPBELL, CA
20220105.0

TEST FIT - FLOOR PLAN
A01
02.12.2024

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)



1 NORHT-WES" ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH-EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 SOUTH-EAST ELEVATION
SCALE: 3/16" = 1'-0"



4 SOUTH-WEST ELEVATION
SCALE: 3/16" = 1'-0"

FINISH SCHEDULE

	FINISH MATERIAL		FINISH COLOR
1	ALUMINUM STOREFRONT DOORS / WINDOWS SYSTEM	A	PRE-FINISHED - BLACK
2	HOLLOW METAL DOOR AND FRAME	B	PREFINISHED TO MATCH STOREFRONT COLOR
3	COMPOSITE METAL PANELS	C	ANODIZED BLACK
4	WOOD LOOK SIDING	D	NICHIHA VINTAGEWOOD SPURCE
5	COARSE STUCCO FINISH: WITH INTEGRAL COLOR & TEXTURE	E	TO MATCH SW 6154 NACRE
6	SMOOTH STUCCO FINISH: WITH INTEGRAL COLOR & TEXTURE	F	DOUBLE PANE CLEAR GLASS
7	METAL COPING/ BRAKEMETAL		
8	CORRUGATED METAL RIOF SCREEN		
9	NOT USED		Note: Colors shown on these elevations are for illustration purposes only. For actual colors, refer to manufacturer's samples.
10	STUCCO CONTROL JOINT		
11	SIGNAGE (UNDER SEPARATE PERMIT)		
12	ELECTRICAL CABINET		
13	STEEL POSTS		
14	SCREEN WALL		

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CAMDEN & CURTNER
NWC CAMDEN AVE & CURTNER AVE, CAMPBELL, CA
20220105.0

EXTERIOR ELEVATIO
SCALE: AS NOTED
02.07.2024

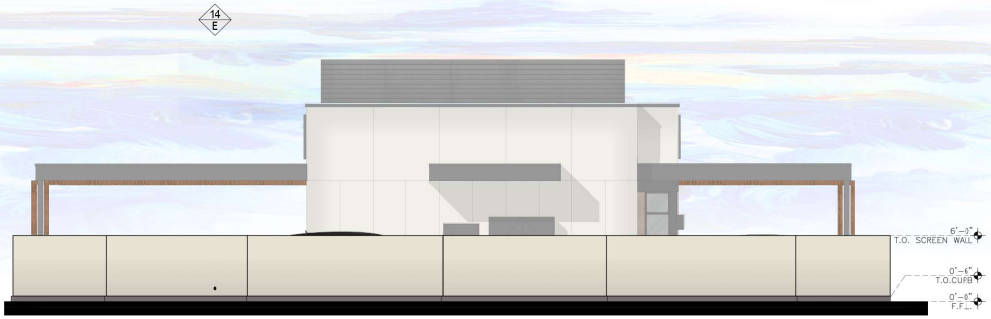
Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)



1 NORTH-EAST ELEVATION WITH SCREENING PANELS
SCALE: 3/16" = 1'-0"



2 SOUTH-WEST ELEVATION WITH SCREENING PANELS
SCALE: 3/16" = 1'-0"



3 SOUTH-EAST ELEVATION WITH SCREENING PANELS
SCALE: 3/13" = 1'-0"

FINISH SCHEDULE

	FINISH MATERIAL		FINISH COLOR
1	ALUMINUM STOREFRONT DOORS / WINDOWS SYSTEM	A	PRE-FINISHED - BLACK
2	HOLLOW METAL DOOR AND FRAME	B	PREFINISHED TO MATCH STOREFRONT COLOR
3	COMPOSITE METAL PANELS	C	ANODIZED BLACK
4	WOOD LOOK SIDING	D	TO MATCH NICHIHA VINTAGEWOOD SPURCE
5	COARSE STUCCO FINISH: WITH INTEGRAL COLOR & TEXTURE	E	TO MATCH SW 6154 VACRE
6	SMOOTH STUCCO FINISH: WITH INTEGRAL COLOR & TEXTURE	F	DOUBLE PANE CLEAR GLASS
7	METAL COPING/ BRAKEMETAL		
8	CORRUGATED METAL ROOF SCREEN		
9	NOT USED		Note: Colors shown on these elevations are for illustration purposes only. For actual colors, refer to manufacturer's samples.
10	STUCCO CONTROL JOINT		
11	SIGNAGE (UNDER SEPARATE PERMIT)		
12	ELECTRICAL CABINET		
13	STEEL POSTS		
14	SCREEN WALL - SMOOTH STUCCO FINISH		
15	WOOD LOOK VERTICAL SLATS		

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20220105.0

EXTERIOR ELEVATIONS W/ SC
SCALE: AS NOTED
02.07.2024

Attachment: Preliminary Project Plans (PLN-2024-27 ~ 1228 Camden Avenue)

City Council Report

Item: 13
Category: PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES
Meeting Date: April 16, 2024

TITLE: **FY 2025 Business License Public Hearing and Introduction of an Ordinance Amending Provisions of the Campbell Municipal Code to Revise the Business License Tax Rates Effective in Fiscal Year 2025 (Ordinance/Roll Call Vote)**

RECOMMENDED ACTION

That the City Council introduce and take first reading of an Ordinance amending provisions of the Campbell Municipal Code to revise the business license tax rates, effective in Fiscal Year (FY) 2025.

BACKGROUND

As part of Measure M, approved by the voters in November 2010, Campbell Municipal Code (CMC) Section 5.01.170 (Business Licenses and Regulations) was amended by Ordinance 2132 to provide that the City Council may, by ordinance, increase the amount of any tax set forth in this title by no more than **two percent (2%)** per year to account for inflation. For reference, business license tax rates were last increased by 2% in Fiscal Year (FY) 2024. Due to negative economic impacts to the business community caused by the COVID-19 pandemic, Council chose to keep rates unchanged for FY 2021, 2022, and 2023.

DISCUSSION

The process for implementing amended Business License Tax Rates requires a first and second reading of the proposed ordinance. Consistent with public noticing requirements contained within California Government Code (GC) section 54954.6, if the ***first reading*** is approved on **April 16**, the ***second reading*** will be presented at the **May 21** Council meeting. If approved at second reading, the FY 2025 rates will ***become effective*** on **July 1, 2024**.

Ordinance 2132 again includes a provision that allows Business License Tax rates to be increased by ordinance in an amount not to exceed 2% on an annual basis, subject to Council approval. As such, staff is recommending increasing the existing Business License Tax rate schedule by the allowed 2% factor. Exceptions include the sub-category per-unit fees for Apartments, Hotels, Mobile Home Parks, Taxicabs, and Trailer Courts which result in fractional amounts. The rental dispute fee is a pass-

through collection that goes to Project Sentinel for landlord-tenant mediation services during the fiscal year. It will also remain unchanged.

Attachment A is the authorizing ordinance. **Attachment B** is the updated comparative schedule of fees reflecting recommended changes noted above. The latter has also been published in the City's designated newspaper of general circulation; along with a notice of the public hearing dates of April 16 and May 21.
Staff is also recommending the removal of Occult Science, Hypnotism, Used Motor Vehicle Dealers, Pool Rooms, and Amusement Devices/Vending Machines from the Fee Schedule.

FISCAL IMPACT

The fiscal impact of approving the proposed Ordinance with a 2% increase to Business License Tax rates will be an estimated increase in FY 2025 General Fund revenue of approximately $11,800; based on annual expected Business License Tax revenue of $723,400 prior to the proposed rate increases If approved, Business License Tax is estimated to be $735,200 in FY 2025.

ALTERNATIVES

Do not approve an increase in business license fees, and provide alternate direction to staff.

Michael Nakamura

Prepared by: _____
Michael Nakamura, Accounting Clerk II

Approved by: _____
Angelique Gaeta, Assistant City Manager

Attachment:

a. Business License Tax Ordinance FY 2025
b. Comparative Business License Tax Schedule FY 2025

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AMENDING PROVISIONS OF THE CAMPBELL MUNICIPAL CODE TO REVISE BUSINESS LICENSE TAX RATES

WHEREAS, pursuant to section 5.01.170 of the Campbell Municipal Code, as approved by the voters as part of Measure M, the City Council may by ordinance increase the amount of any tax set forth in this title by no more than two percent per year to account for inflation.

The City Council of the City of Campbell does ordain as follows:

SECTION ONE: Section 5.04.010 of the Campbell Municipal Code is amended to read as follows:

5.04.010 - Designated.

Every person conducting businesses, professions and activities in the city, the primary nature of which is indicated in the following schedule, shall annually pay the license tax set opposite the same, based upon the average number of employees in such business, according to the following schedules, unless such business is otherwise specifically taxed by other provisions of this chapter:

Commercial:		
(Schedule I)	1 to 5 employees	$129.00
	6 to 15 employees	$206.00
	16 to 50 employees	$297.00
	51+ employees	$595.00
Industrial and manufacturing:		
(Schedule II)	1 to 5 employees	$129.00
	6 to 50 employees	$206.00
	51+ employees	$356.00
Professional:		
(Schedule III)	1 to 3 employees	$129.00
	4 to 10 employees	$238.00
	11 to 50 employees	$416.00
	51+ employees	$595.00
Hotels:	$177.00 per year plus $3.00/room	
Live commercial entertainment:		$356.00
Marijuana Businesses:	7% of gross receipts per Chapter 5.12	
Massage Establishment:	1 to 3 employees	$129.00
	4 or more employees	$238.00
Massage Therapist:		$129.00

Attachment: Business License Tax Ordinance FY 2025 (FY 2025 Business License Ordinance)

Mobile home parks and trailer courts:	$238.00 per year plus $2/unit
Out-of-town business:	$103.00
Rental or income producing residences loc on single or contiguous parcels of land:	$69.00 per year for the first unit plus $3.00 for each additional unit.
(Owners occupying one unit of a 3 or more unit building are entitled to a $3.00 exemption if said owner files an affidavit with the City claiming the exemption.)	
Taxicab or limousine service:	$129.00 per year plus $21.00 per vehicle
Theaters:	$475.00
Tow Services:	$59.00
Solicitors:	$356.00 per year

SECTION TWO: Section 5.08.010 of the Campbell Municipal Code is hereby amended to read:

5.08.010 - Activities designated—Fees.

No person shall conduct any of the following businesses and activities in the City without first securing a permit therefor from the City Council on written application filed therefor with the City Clerk, approved by the Chief of Police, the Chief of the Fire Department, and the Community Development Director. The application shall comply with the requirements of Section 5.08.020. The following are the activities regulated by this chapter and the license fee therefor:

(1) Fire and/or bankruptcy and/or wreck sale, first day $52.00

Each additional day, per day $26.00

(2) Grinding and/or sharpening knives, scissors, cutlery, lawn mowers, etc., when the person conducting such business travels from place to place by vehicle or on foot, per year ....._$26.00

(3) Itinerant medicine vendor, street vendor, temporary vendor and/or peddler, per day $31.00

(4) Pawnbroker, per year $356.00

(5) Dancehall, public dances, per year $104.00

SECTION FOUR: This Ordinance shall become effective July 1, 2024, following its passage and adoption and shall be published once within fifteen (15) days upon passage and adoption in the City's designated newspaper of general circulation.

Attachment: Business License Tax Ordinance FY 2025 (FY 2025 Business License Ordinance)

PASSED AND ADOPTED this ____day of _____2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: Business License Tax Ordinance FY 2025 (FY 2025 Business License Ordinance)

City of Campbell ~ Business License Taxes

Fee Category		Current FY 2024**	Proposed FY 2025**
BUSINESS CLASSIFICATION*/**			
Out of Town		$ 101.00	$ 103.00
Industrial	1 to 5 Employees	$ 126.00	$ 129.00
	6 to 50 Employees	$ 202.00	$ 206.00
	51 or more Employees	$ 349.00	$ 356.00
Commercial	1 to 5 Employees	$ 126.00	$ 129.00
	6 to 15 Employees	$ 202.00	$ 206.00
	16 to 50 Employees	$ 291.00	$ 297.00
	51 or more Employees	$ 583.00	$ 595.00
Professional	1 to 3 Employees	$ 126.00	$ 129.00
	4 to 10 Employees	$ 233.00	$ 238.00
	11 to 50 Employees	$ 408.00	$ 416.00
	51 or more Employees	$ 583.00	$ 595.00
Apartments (First Unit)		$ 68.00	$ 69.00
(Each additional Unit)		$ 3.00	$ 3.00
Rental Dispute Fee (Each Unit)		$ 11.00	$ 11.00
Hotels		$ 174.00	$ 177.00
(Each Room)		$ 3.00	$ 3.00
Kennels-Animal Hospitals- Groomers		Same as Professional	Same as Professional
Marijuana Business		7% of gross receipts per Chapter 5.12	7% of gross receipts per Chapter 5.12
Massage Establishment	1 to 3 Employees	$ 126.00	$ 129.00
	4 or more Employees	$ 233.00	$ 238.00
Massage Therapist		$ 126.00	$ 129.00
Mobile Home Parks		$ 233.00	$ 238.00
(Each additional Unit)		$ 2.00	$ 2.00
Non-profit Organizations		Exempt from Fee	Exempt from Fee
Scavenger Companies		Same as Professional	Same as Professional
Solicitors -Pawnbrokers -Private Patrol -			
Live Commercial Entertainment		$ 349.00	$ 356.00
Taxicabs - Limousines		$ 126.00	$ 129.00
(Each Cab/ Limo)		$ 21.00	$ 21.00
Theaters		$ 466.00	$ 475.00
Tow Service		$ 58.00	$ 59.00
Trailer Courts (First Unit)		$ 233.00	$ 238.00
(Each additional Unit)		$ 2.00	$ 2.00
Veterinarians		Same as Professional	Same as Professional
Tobacco Retailer Permit ***		$ 58.00	$ 59.00

* If your business classification is not listed, please contact the Finance Department at 866-2174 for the appropriate fee.

** A mandatory $4.00 State ADA Fee will be added to each business license tax.

*** Per Ordinance 2165.

Attachment: Comparative Business License Tax Schedule FY 2025 (FY 2025 Business License Ordinance)

City Council Report

Item: 14
Category: PUBLIC HEARINGS AND INTRODUCTION OF ORDINANCES
Meeting Date: April 16, 2024

TITLE: Approval of Fiscal Year 2025 Schedule of Fees and Charges (Resolution/Roll Call Vote)

RECOMMENDED ACTION

That the City Council adopt a Resolution approving the Fiscal Year (FY) 2025 Schedule of Fees and Charges, effective July 1, 2024.

BACKGROUND

The City's financial policies require that fees and charges for services be reviewed and updated annually to ensure that they keep pace with the changes in the cost of providing related services and/or changes in methods or levels of service delivery. For any changes to fees which are not development-related, such changes can be effective the day after City Council approval. However, for development-related fees, the California Government Code (GC) requires a 60-day period between approval of the resolution and implementation of the fee. Because the City's proposed Fiscal Year (FY) 2025 Master Fee Schedule contains increases to development-related fees, staff recommends an effective date of July 1, 2024 for all fees contained within the Master Fee Schedule (***Attachment B***) and to be approved by resolution (***Attachment A***). This also coincides with the start of the next fiscal year, FY 2025.

The City has a User Fee and Cost Recovery Policy (Council Policy 2.6) (***Attachment D***) that identifies criteria to be utilized in preparing the annual Master Fee Schedule and recommendations for new fees. Each year, in conjunction with the development of the annual operating budget, staff reviews the costs of providing fee-related services including overhead. The policy addresses desired levels of cost recovery that are used as a basis for setting fees. Furthermore, this data is useful for substantiating overhead rates and factors for state and federal grants.

The City last performed a comprehensive cost allocation plan and user fee update in FY 2023. This enabled the City to recover a greater proportion of the costs of providing services, consistent with the cost recovery policy. Per best financial practices, it is recommended that a comprehensive cost allocation plan and user fee study be prepared every 3 to 5 years as the structure of costs and operations change over time. Thus, staff recommends that a new comprehensive cost allocation plan and user fee study be prepared no later than FY 2028 and staff will add this as a proposed Work Plan item for FY 2027. In the interim, it is common, acceptable, and justifiable to adjust

fees by the annual change in the Consumer Price Index (CPI) so as to account for inflation.

DISCUSSION

During the intervening periods between performing a full cost study and user fee analysis, the City generally assumes the relationships between the costs and user fees remain consistent and that fees are then adjusted based on changes in actual costs such as salary and benefits or by an inflationary index such as CPI. The cost allocation and fee study data are the baseline used to adjust fees in intervening years while also taking into consideration other factors such as percentage increases, appropriate subsidy levels, and comparative fee data. ***Attachment C*** of this report includes a schedule that compares the proposed fees for FY 2025 with the existing fees for FY 2024. Because this is an interim year between comprehensive studies, most existing fees are recommended to increase by **3.67%**. This represents the prior year annual change from calendar year 2023 to 2024 in the San Francisco-Oakland-Hayward All Urban Consumers Price Index (CPI-U). Exceptions are normally made for fees set by statutory limit and those based on a per square foot or similar ratios. In addition, fees in the following departments or categories are recommended to be adjusted using a method other than CPI. All recommended fee changes are shown in red in ***Attachment C***. Any modifications that deviate from the recommended CPI increase are also highlighted in yellow. These are explained in more detail below and may include fee title changes for clarification, operational, or other purposes.

COMMUNITY DEVELOPMENT

Most all fees for the Community Development Department are recommended to increase by a 3.67% CPI adjustment. However, staff is also recommending the cleanup of several fee titles and rates to better reflect the nature of current required activity and staff time spent. The Compliance Agreement rate fee is proposed to be increased beyond CPI to reflect two hours of staff time with the addition of a new fee for Amendments to Compliance Agreements at a rate of one hour of staff time.

Fees related to Planned Development Permits were deleted as the City removed the Planned Development Ordinance with the April 18, 2023 code update cycle. The Pre-Application Fee for SB-330 was reduced to one hour of staff time. The fee was also removed under Site and Architecture Review for SB 9 Zoning Clearance as this fee is already established under Zoning Clearance. Wireless Communication Facility fee was removed under Use Permit section as this was already accounted for with Wireless Permit fees. Under Housing Development Project Permits (HDPP) changes to Minor (Planning Commission) permits fees were updated to better align with housing development fees charged for ministerial review.

All Community Development rate changes are shown in ***Attachments B*** and ***C***. Staff believes these fees are reasonable, justifiable, and consistent with the City's User Fee and Cost Recovery Policy.

PUBLIC WORKS

Most all fees for the Public Works Department are recommended to increase by a 3.67% CPI adjustment. As part of the Semi-Permanent Parklet Program, the City Council approved two new fees at their July 5, 2022 meeting[1] that have not yet been added to the master fee schedule. Parklet permit application fees were approved at $1,500 and Parklet Annual Compliance Verification Fees were approved at $602. Both fees are included in the FY 2025 proposed schedule.

Staff is also recommending the addition of two new fees related to Trash Enclosure Review Fees. The first fee being recommended is the Trash Enclosure Plan Check Fee at a rate of $69 per permit. Recent updates to the solid waste program have led to an increase in the number of trash enclosure reviews during the plan check phase. Consequently, the City will need to recoup the expenses associated with staff time required to ensure the construction of feasible and compliant trash enclosures and waste management systems. The fee rate is determined by the time expended on reviewing plans necessitating new and compliant trash enclosures. This rate is derived from the recent fee study, specifically assessing the review time and costs for Waste Management Plans conducted by the Environmental Program Specialist, who will be responsible for overseeing the trash enclosure plan reviews.

The second fee related to the solid waste program is the Trash Enclosure Planning Commission Review fee. Recent revisions to the solid waste program have resulted in a higher volume of trash enclosure reviews during the plan check phase. In certain instances, the Planning Commission may have inquiries regarding the trash enclosure and waste management plans. This fee is designed to offset the overtime costs incurred by the Environmental Program Specialist when attending Planning Commission meetings that require addressing concerns related to trash enclosures and waste management for projects. This rate is derived from the recent fee study, specifically assessing the review time and costs for Waste Management Plans conducted by the Environmental Program Specialist, who will be responsible for attending the Planning Commissions outside of regular work hours.

POLICE FEES

Fees for Police Services either remained unchanged or accounted for the CPI increase to account for cost recovery.

FIRE

Fire prevention services are provided via agreement with Santa Clara County Fire Department (SCCFD). During the User Fee Study in FY 2023, fees were proposed to be adjusted to phase-in cost recovery enhancements and reflect updated requirements prescribed in the California Fire Code. This year, fees related to Fire Prevention are recommended to increase by the standard CPI increase of 3.67% across all fees. During this year's review process, it was determined that one fee under "Operations

[1] City Council Meeting : https://www.campbellca.gov/AgendaCenter/ViewFile/Agenda/_07052022-2553#page=57

Permits" for Radioactives had been inadvertently removed from the schedule. The fee being charged for Radioactives for FY 2024 was $537, therefore staff recommends that the fee for FY 2025 increase to $557 to account for the 3.67% CPI adjustment.

RECREATION AND COMMUNITY SERVICES

Recreation and Community Services (RCS) fees are proposed to remain relatively unchanged with some modifications to reflect current market adjustments outside of a 3.67% CPI adjustment.

The Recreation and Community Services Department recommends the addition of "Leased Vacant Space" and "Swimming Pool Rental" to the Community Center Building Use fees for FY 2025. Vacant Leased space was added to the off-peak fee schedule in FY 2024 to allow for staff to provide short-term rentals in spaces that were vacant at the Campbell Community Center. Staff anticipates the potential need to be able to additionally allow short-term rentals in these vacant spaces during peak times. Furthermore, the addition of the In-House Sound System will allow staff to charge a fee for the use of mounted equipment in two highly rented spaces. Recent use of this equipment has led to damages that are costly to replace, adding the fee will assist in the occasional need to upgrade and replace some of the sound equipment in these spaces.

The addition of the Swimming Pool rental is an entirely new fee that would allow, when time permits, the rental of the Campbell Community Center Swimming Pool for private use. Staff has been approached by several community groups interested in the private rental of a pool, and have determined, based on neighboring agency's pricing structure, the proposed pricing. If the fee schedule is approved, staff will work to amend the Building Use Policy to reflect the addition and policies related to renting the swimming pool, which will require City Council approval. Additional edits were made to the Building Use Fees in section "G. Additional Charges" to include the Lifeguard requirements and the specific cost to be included with any pool rental.

Staff believes that all RCS fee modification recommendations contained in ***Attachments B*** and ***C*** are reasonable, justifiable, consistent with the City's User Fee and Cost Recovery Policy, and comparable to market rates charged by other local recreation agencies.

EXOTIC ANIMAL PERMIT FEE

Staff is recommending a new Exotic Animal Permit fee to be added to the schedule that accounts for staff time for initial contact, follow up, and communication with residents as well as creation of the animal permit application, communication with the Silicon Valley Animal Control Authority (SVACA), and review and approval of permit application. The fee amount was determined for cost recovery purposes.

ADMINISTRATION & FINANCE FEES

There are no recommended increases for Administration or Finance Fees at this time.

FISCAL IMPACT

The fiscal impact of approving the proposed resolution with a CPI increase of 3.67% for most fees as shown in ***Attachments B*** and ***C*** is approximately **$213,000** in FY 2025. Subject to Council approval of recommended fee modifications, staff will incorporate these changes into revenue estimates for the FY 2025 Proposed Operating Budget.

ALTERNATIVES

1. Approve fee adjustments for FY 2025, but with modifications for cost recovery targets or other factors.
2. Do not approve any fee adjustments for FY 2025.
3. Provide other direction to staff.

Prepared by: Shannon Brangan, Executive Assistant to the Finance Director

Reviewed by: Will Fuentes, Finance Director

Approved by: Angelique Gaeta, Assistant City Manager

Attachment:

a. FY 2025 Fee Schedule Resolution
b. Master Fee Schedule - Effective July 1 2024
c. Comparative Master Fee Schedule FY 2025
d. User Fee and Cost Recovery Policy

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL ADOPTING THE FY 2025 SCHEDULE OF FEES AND CHARGES TO BE EFFECTIVE JULY 1, 2024

WHEREAS, the City of Campbell Financial Policies require an annual evaluation of the Schedule of Fees and Charges to ensure that recovery of the cost of providing services is recovered where appropriate; and

WHEREAS, there has been presented to the City Council of the City of Campbell an updated Schedule of Fees and Charges for Fiscal Year (FY) 2025; and

WHEREAS, all of the required legal notices have been published pursuant to Government Code; and

WHEREAS, the City Council of the City of Campbell hereby adopts the attached updated Schedule of Fees and Charges to be paid to the City of Campbell by all persons desiring to obtain those items or services contained in the attached Master Fee Schedule effective July 1, 2024; and

WHEREAS, the updated Schedule of Fees and Charges includes a 3.67% Consumer Price Index (CPI) increase to rates to start FY 2025, with a few exceptions for fees set by statutory limit, those based on a per square foot or similar ratios, and fire prevention, planning, engineering, in-lieu, community garden, credit card, and recreation fees; and

WHEREAS, fees for services provided by the City do not exceed the reasonably anticipated costs of providing those services;

NOW, THEREFORE, BE IT RESOLVED that the attached schedule of fees and charges be adopted and that this Resolution and the fee schedule be made an addendum to the City Council Policy Manual.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following roll call vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: FY 2025 Fee Schedule Resolution (FY 2025 Schedule of Fees and Charges)



Master Fee Schedule

Effective July 1, 2024

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
MASTER FEE SCHEDULE

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Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	CEQA / Environmental Review			
1	Categorical Exemption	$259		
2	CEQA Document (EIR/MND/ND/Addendum)	Pass-through + 20% Admin Fee		
3	Mitigation Monitoring and Reporting Program (MMRP) Oversight	$4,914		
	Consultant Report Review			
4	Consultant Report Review	Pass-through + 20% Admin Fee		
5	Consultant Selection	$491		
	Density Bonus Application			
6	Density Bonus Application - No Concessions/Waivers	$3,931		
7	Density Bonus Application - With Concession(s)/Waiver(s)			
	a) Initial Concession/Waiver	$4,914		
	b) Each Additional Concession/Waiver	$491		
	Agreements Review			
8	Affordable Housing Agreement Preparation	$2,000 deposit billed against Housing Administrator invoicing		
9	Covenants, Conditions & Restrictions (CC&R) Review	$2,000 deposit billed against City Attorney invoicing		
10	Compliance Agreement	$492		
11	Amendments (Extension of Time, Terms, etc.)	$246		
	Development Agreement			
12	Development Agreement	T&M; $8,000 Deposit		
13	Amendment to Development Agreement	T&M; $5,000 Deposit		
	Wireless Telecommunication Facilities			
14	Eligible Facility Request Zoning (EFR) Clearance	$1,720		
15	Administrative Site and Architectural Review Permit (stealth)	$3,562		
16	Conditional Use Permit (non-stealth)	$8,108		
	Extension of Time/Reinstatements			
17	Extension			
	a) Extension - Administrative	$1,228		[a]
	b) Extension - Planning Commission / City Council	$3,931		[a]
18	Reinstatement - Administrative	$1,228		[a]
19	Permit Revocation (Voluntary)			
	a) Administrative	$1,228		[a]
	b) Planning Commission	$2,457		[a]
	c) City Council	$2,948		[a]

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Fence Exception			
20	Fence Exception - Rear/Interior Side Yard	$639		
21	Fence Exception - Front Yard and Street Side	$958		
	Amendments			
22	General Plan Map Amendment	$16,827		
23	Zoning Code Text Amendment	$20,146		
24	Zoning Map Amendment	$13,021		
25	General Plan Text Amendment	$20,146		
26	Area Plan Amendments	$20,146		
27	Form Based Zone Map (FBZM) Amendment	$5,897		
28	Multi-Family Development and Design Standards (MFDSS) Amendment	$18,427		
29	Community Benefit Overlay Rezoning ("opt-out" housing projects)	$55,280		
	Historic Preservation			
30	Mills Act Application	$1,843		
31	Tier 1 - Historic Resource Alteration Permit			
	a) Single-Family Residential - Exterior Alterations	$614		
	b) Single-Family Residential - Additions	$1,228		
	c) Commercial - Exterior Alterations and/or Additions	$1,966		
32	Tier 2 - Historic Resource Alteration Permit	$1,966		
33	Historic Resource Inventory (HRI) Recission	$2,948		
34	Historic Resource Inventory (HRI) Designation	$0		
	Mailing Noticing			
35	Mailing / Noticing	$319		
	Map			
36	Tentative Parcel Map			
	a) Tentative Parcel Map	$7,739		
	b) Tentative Parcel Map Modification	$3,931		
37	Tentative Subdivision Map			
	a) Tentative Subdivision Map			
	i) 5-19 Lots	$11,425		
	ii) 20-49 Lots	$15,724		
	iii) 50+ Lots	$23,463		
	b) Tentative Subdivision Map Modification	$7,616		
38	Planning Final Map Review			
	a) Parcel Map	$246		
	b) Tract Map	$491		
	Outdoor Seating and / or Display Permits			

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
39	Outdoor Seating and/or Display Permit - No Alcohol	$473		
40	Outdoor Seating and/or Display Permit - With Alcohol	$731		
	Parking Modifications			
41	Parking Modifications - Project Related	$1,720		
42	Parking Modifications - Stand Alone	$2,457		
	Pre-Application Fee			
43	Pre-Application - PC Review (Mandatory)	$5,897		
44	Pre-Application - PC Review (Voluntary)	$4,422		
45	Pre-Application - CC Review ("Major" Housing Development Projects)	$5,897		
46	Pre-Application - CC Review (GP/ZM/ZC/AP/MFDDS/FBZM Amendment Initiation)	$4,422		[b]
47	Pre-Application - SB-330 (Housing Crisis Act of 2019)	$246		
	Reasonable Accommodation			
48	Reasonable Accommodation	$3,685		
	Signs			
49	Sign Permit			
	a) Temporary Sign	$92		
	b) Administrative Sign Permit	$559		
	i) Each additional sign (same permit)	$123		
	c) Planning Commission Sign Permit	$2,395		
	i) Each additional sign (same permit)	$491		
	d) City Council Sign Permit	$3,501		
	i) Each additional sign (same permit)	$491		
50	Master Sign Plan (MSP)			
	a) Administrative MSP	$2,395		
	b) Planning Commission MSP	$3,833		
	c) City Council MSP	$5,528		
	Site and Architecture Review			
51	Residential			
	a) Administrative			
	i) New House (each)	$2,703		
	ii) Addition/Remodel	$2,088		
	iii) Modification	50% of current fee		
	b) Planning Commission			
	i) Per House	$4,668		
	ii) Minor Modification to Side Yard Setback / FAR Increase	$5,159		
	iii) Modification	50% of current fee		
52	Non-Residential			
	a) Up to 4,999 SF - New Building (each)	$9,336		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	b) 5,000 - 9,999 - SF New Building (each)	$11,670		
	c) 10,000 to 19,999 - SF New Building (each)	$14,004		
	d) New Building Over 20,000 SF (each)	$17,444		
	e) Modification or Exterior Alteration	$4,883		
53	Multi-Family Residential (not subject of CMC Ch. 21.07)			
	a) Exterior Alterations	$6,879		
	b) Additions and/or Ancillary Buildings	$9,213		
	Tree Removal Permit			
54	Tree Removal Permit - ALL			
	a) Dead Tree	$0		
55	Tree Removal Permit - SFR			
	a) Tree Removal Permit - SFR	$0		
	i) Each Additional Tree (Same Permit)	$0		
56	Tree Removal Permit - Non-SFR			
	a) Tree Removal Permit - Non-SFR	$295		
	i) Each Additional Tree (Same Permit)	$92		
57	Tree Removal Permit - In-Lieu Fee			
	a) 24-inch Box Equivalent (per tree)	$622		
	b) 36-inch Box Equivalent (per tree)	$2,073		
	Use Permit			
58	Conditional Use Permit			
	a) Single Use Determination	$5,528		
	i) Additional Determinations (each additional)	$1,228		[c]
	ii) With Site and Architectural Review required	see site and arch review		[c]
	b) Modification	50% of current fee		
59	Administrative Conditional Use Permit			
	a) Single Use Determination	$2,825		
	i) Additional Determinations (each additional)	$737		[c]
60	Temporary Use Permit			
	a) Non-Profit Organization with 501(c)(3) Federal Income Tax Status	$590		
	b) Single-Day ABC License Approval	$983		
	c) All Others	$1,966		
61	Master Use Permit			
	a) Zoning Clearance Fees			
	i) Special Event Closure	$1,167		
	ii) Outdoor Seating	See Outdoor Seating and Display Permits		
	b) Application Fees			
	i) Architectural Modification (AM)	$6,511		
	ii) Conditional Use Authorization (CUA)	$3,194		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	iii) Modification to an Approved AM/CUA or Sign-related AM	50% of current fee		
	iv) Amendment	$20,146		
	Variance / Exception			
62	Variance (single request)	$5,037		
	a) If Engineering Review Required	$1,966		[c]
	b) Each additional request	$1,228		[c]
	c) Modification	$2,948		
63	Winchester Master Plan Exception	$5,037		
	Zoning Clearance			
64	Ministerial Approval			
	a) Up to 5 units	$6,756		
	b) 6-15 units	$8,722		
	c) 16-24 units	$13,021		
	d) 25-49 units	$21,621		
	e) 50+ units	$32,431		
65	SB-9 Two-Unit Housing Development Projects			
	a) Zoning Clearance only	$2,948		
	b) Zoning Clearance with Urban Lot Split	$3,440		
	c) Zoning Clearance with Exception Request	$3,685		
	d) Zoning Clearance with Urban Lot Split and Exception Request	$4,177		
66	Business License			
	a) Use & Occupancy: Non-Residential	$246		
	b) Home Occupation	$80		
67	Post Entitlement Plan Check			
	a) Single-Family Residential			
	i) Ministerial Review - Addition (including attached ADU/JADU)	$184		
	ii) Ministerial Review - New House	$369		
	iii) Ministerial Review - Exterior/Site Alteration	$92		
	iv) Ministerial Review - Detached ADU	$276		
	v) Discretionary - Addition	$369		
	vi) Discretionary - New House	$553		
	b) Mixed-Use			
	i) Up to 5 units	$1,966		
	ii) Up to 6-15 units	$2,457		
	iii) 16-24 units	$3,440		
	iv) 25-49 units	$5,405		
	v) 50+ units	$7,862		
	c) Multi-Family Residential			
	i) Up to 5 units	$1,106		
	ii) 6-15 units	$1,966		
	iii) 16-24 units	$2,948		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	iv) 25-49 units	$4,914		
	v) 50+ units	$7,371		
	vi) Exterior/Site Alterations	$246		
	vii) Addition	$737		
	d) Non-Residential			
	i) up to 5,000 SF New Building	$1,106		
	ii) 5,001 - 10,000 SF New Building	$1,966		
	iii) Building Over 10,000 SF to 19,999 SF New Building	$4,914		
	iv) New Building Over 20,000 SF	$7,371		
	v) Tenant Improvement (no CUP/Admin P-D)	$491		
	vi) Tenant Improvement (with a CUP/Admin P-D)	$737		
	vii) Ministerial Review Exterior/Site Alterations	$246		
	viii) Non-Residential Addition	$737		
	e) Grading/On-Site Improvement Plans			
	i) up to 1 acre	$369		
	ii) 1 to 5 acres	$737		
	iii) 5+ acres	$983		
	Zoning Letters			
68	Zoning Letter - Basic Property Information	$491		
69	Zoning Letter - Basic Property Information with additional research required	$983		
70	Flood Letter - Confirmation of Flood Hazard Zone	$246		
	Housing Development Project Permits (HDPP)			
71	Housing Development Project Permits (HDPP)			
	a) Administrative (Community Development Director)			
	i) Up to 4 units	$6,756		
	ii) All Others (changes to existing projects)	$4,054		
	b) Minor (Planning Commission)			
	i) Up to 15 units	$8,722		
	ii) 16-24 units	$13,021		
	iii) 25-49 units	$21,621		
	iv) 50+ units	$32,431		
	c) Major (City Council)	$32,431		
	d) Adjustments (MFDDS Ch. 9) (in addition to HDPP)	$1,351		
	Other Fees			
72	Planning Inspections			
	a) Rough Framing Inspection	$246		
	b) Final Inspection	$491		
73	Technology Enhancement Fee	2%	% of permit fee	
74	Appeals			
	a) Appeal to Planning Commission	$300		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	b) Appeal to City Council	$300		
75	Cash Deposit Preparation	$246		
76	Deed Restriction Preparation	$246		
77	Hourly Rate for Planning Services			
	a) Standard Hourly Rate	$246	per hour	[d]
	b) Overtime Rate	$295	per hour	[d]

Notes:
* If it is anticipated that the application processing costs of selected minor or major projects will be significantly less or more than the above fees, the Community Development Director may at his/her discretion collect a deposit for the estimated staff time costs to process the application based on hourly rates.

** The City will pass-through to the applicant other agency fees applicable to the project (e.g., Dept of Fish & Wildlife fees and County recording fees).

[a] Or 50% of current application fee, whichever is less.
[b] Includes Community Benefit Overlay Rezoning proposals.
[c] Fee is additive to the base fee (i.e., single use determination, plus site and architecture fee).
[d] Hourly rate applies for deposit-based billings, code enforcement inspections, missed inspections/excess inspections, re-inspections

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

BUILDING FEES

	Description	FY 24/25 Fee	Charge Basis	Note
1	Building Permit (Minimum Fee)	$226		
2	Building Permit Fees			
	a) Valuations up to $500,000	2.00%	of valuation	
	b) Valuations greater than $500,000 and up to $1,000,000	1.66%	of valuation	
	c) Valuations greater than $1,000,000	1.00%	of valuation	
3	Sub Trade Permits - Base Fee Per Trade (Plumbing, Electrical, Mechanical)	$226		
4	Sub Trade Permits - Alternative Calculation for Use When Per Trade Fee is not Commensurate with Service Level Required (Stand-Alone or Combination Permits)			
	a) One Inspection Required	$113		
	b) Two Inspections Required	$226		
	c) Three Inspections Required	$339		
	d) Four Inspections Required	$452		
	e) Each Additional Inspection	$113		
5	Building Plan Check Fee	33%	% of bldg permit fee	
6	Third Party Plan Check Fee	$0.002	of valuation (V)	
7	Title 24 Plan Check Fee	$226	each	
8	Fire Building Plan Check Fee (Greater of A or B)			
	a) Minimum	$113	Flat Fee	
	b) Percent of Building Permit Fee	10%	% of bldg permit fee	
9	General Plan Maintenance Fee	$0.0016	of valuation (V)	
10	Technology Enhancement Fee	$0.0004	of valuation (V)	
11	Training and Education Fee	$0.0002	of valuation (V)	[a]
12	Construction License Tax (per CMC 3.40)	$0.50	per SF	
13	Strong Motion Instrumentation (SMI) Fee Calculation			
	a) Category 1 Construction (1 to 3 Story Residential)	$0.50 or valuation x .00013		[b]
	b) Category 2 Construction (Over 3 story Residential and all Commercial)	$0.50 or valuation x .00028		[c]
14	Building Standards (SB 1473) Fee Calculation (Valuation)			
	a) $1 - $25,000	$1		[d]
	b) $25,001 - $50,000	$2		[d]
	c) $50,001 - $75,000	$3		[d]
	d) $75,001 - $100,000	$4		[d]
	e) Each Add'l $25,000 or fraction thereof	Add $1		[d]
15	NPDES Inspection Fee (Storm Water)	$113		
16	Address Change or Addition (per Address)	$226		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
BUILDING FEES

	Description	FY 24/25 Fee	Charge Basis	Note
17	Permit and Address Records Search	$226	per hour	
18	Demolition of Structure Permit Fee	$1,356		
19	Added Plan Check Fee (Revisions - One Hour Minimum)	$226	per hour	
20	Excess Plan Review	$226	per hour	[e]
21	Other Inspections (Hourly Rate - Two Hour Minimum)	$226	per hour	
22	Re-inspection Fee (must be paid before inspection)	$226	per hour	[e]
23	Resolution of Non-Compliance	$226	per hour	
24	Building Without Permit (BWOP, Stop Work)	2x permit fee		[f]

[a] Provides funding for mandatory training and education for plan check and inspection for code compliance.

[b] Category 1 Construction includes residential buildings 1 to 3 stories in height, excluding hotels and motels. Single family houses, duplexes and quadruplexes are considered Category 1. Condominiums and apartment buildings which are 3 stories or less in height are considered Category 1.

[c] Category 2 Construction includes all buildings not considered Category 1 (i.e. residential buildings over 3 stories, all office buildings, warehouses, factories and other manufacturing or processing facilities, restaurants, and other non-residential buildings).

[d] Fee established by State of California.

[e] Base fees assume up to three plan checks and initial inspection and one re-inspection. The City will bill hourly for additional plan review and inspections.

[f] Fee may be reduced under the direction of the Building Official if a permit application is submitted within a specified deadline.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

CODE ENFORCEMENT HOURLY BILLING FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Code Enforcement Re-Inspection Fees			
1	Code Enforcement Personnel	$188	per hour	
2	Building Inspection Personnel	$226	per hour	
3	Planning Personnel	$246	per hour	
4	Public Works Engineering Personnel	$277	per hour	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Encroachment Permit / Improvement Permit Fees			
1	**Utility/Fiber/Miscellaneous**			
	a) Application Fee	$554	per application	
	b) Plan Check and Inspection Fee			
	i) Minimum Fee	$692	per project	[a]
	ii) Conduits/Pipelines (per lineal foot of trench)			
	a) Up to first 500 LF of trench	$4.43	per LF	[a]
	b) Portion Greater than 500 LF	$2.21	per LF	[a]
	iii) Manholes/Vaults/Utility Structures/Concrete Pads (Excluding Pull Boxes)	$277	each	[a]
	iv) Pole Set or Removal (permit required)	$277	each	[a]
2	**Storage Container**			
	a) Application Fee	$207	per application	
	b) Plan Check and Inspection Fee	$0		
3	**Construction Dumpster**			
	a) Application Fee	$0	per application	
	b) Plan Check and Inspection Fee	$0		
4	**Street Tree Planting / Removal Permit**			
	a) Application Fee	$0	per application	
	b) Faithful Performance Security (refundable)	$500	per tree	[b]
	c) Plan Check and Inspection Fee	$0		
5	**Homeowner Occupied R-1**			
	a) Application Fee	$275	per application	[c]
	b) Faithful Performance Security (refundable)	$2,500		[b]
	c) Plan Check and Inspection Fee	$0	per permit	[c]
6	**All Other (Including Public Improvements and Private Street Improvements)**			
	a) Application Fee	$554	per application	
	b) Deposit and Faithful Performance Security (Refundable)			
	i) Faithful Performance Security	100% of Eng. Est.	% of Eng. cost est.	[b]
	ii) Labor and Materials Security	100% of Eng. Est.	% of Eng. cost est.	[b]
	iii) Warranty Security	25% of Eng. Est.	% of Eng. cost est.	[d]
	c) Plan Check and Inspection Fee			
	i) Engineer's Estimate - for first $250,000			
	a) Minimum Fee	$4,429		[e]
	b) Percent of Engineer's Estimate	17%	% of Eng. cost est.	[e]
	ii) Engineer's Estimate - for next $250,000			
	a) Base Fee	$42,500		
	b) plus, Percent of Engineer's Estimate > $250,000	10%	% of Eng. cost est.	
	iii) Engineer's Estimate - for amount exceeding $500,000			

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	a) Base Fee	$67,500		
	b) plus, Percent of Engineer's Estimate > $500,000	7%	% of Eng. cost est.	
	Agreement for Private Improvements in Public Right-of-Way			
7	Agreement for Private Improvements in Public Right-of-Way	$207	each	
	Traffic / Parking Related Fees			
8	**Oversize Load Permit**			
	a) One Day	$16	per day	
	b) Annual	$90	per year	
9	**Parking Permit Fee**	$44	each	
10	**Traffic Control Plan Review**			
	a) Minor (Lane Closures)	$277		
	b) Major (Detours)	$1,107		
11	**No Parking Signs**	$1	per sign	
12	**Traffic Signal Timing Information**	$277	per hour	
	Mapping Fees			
13	**Final Map**			
	a) Parcel Map (4 lots or less)	$6,643		
	b) Tract Map (5 or more lots)			
	i) Base Fee	$8,304		
	ii) Plus, Per Lot Fee	$138	per lot	
14	**Certificate of Compliance / Certificate of Correction**			
	a) Certificate of Compliance	$2,768		
	b) Certificate of Correction	$969		
15	**Lot Line Adjustment / Parcel Merger**			
	a) Lot Line Adjustment	$4,152		
	b) Parcel Merger	$4,152		
16	**Monumentation Deposit**			
	a) Monumentation Deposit (Refundable)	100% of Survey Cost Est.	% of survey cost est.	[f]
17	**Vacation of Public Streets and Easements or Irrevocable Offers to Dedicate**			
	a) Summary	$4,429		
	b) All Others	$277	T&M, per hour	
18	**Street / Easement Dedications**			
	a) Homeowner Occupied R-1	$0		
	b) All Others	$1,384		
19	**Assessment Segregation or Reapportionment**			

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	a) Assessment Segregation or Reapportionment	pass-through + 20% admin fee		
	Grading and Drainage Plan Review			
20	**Grading and Drainage Plan Review**			
	a) Site < 10,000 SF (gross site area)	$1,661		
	b) Site ≥ 10,000 SF and < .5 Acre (gross site area)	$2,214		
	c) Site ≥ .5 Acre (gross site area)			
	i) First Acre	$2,768		
	ii) Each Additional Acre	$554	per acre	
	NPDES / Stormwater Treatment Features Review and Inspection			
21	**NPDES Review / Inspection Fee (C3 Requirements)**			
	a) For Projects Not Required to Submit Numeric Sizing	$554		
	b) For Projects Required to Submit Numeric Sizing			
	i) Impervious Area up to 1 Acre	$2,491		[g]
	ii) Impervious Area Over 1 Acre			
	a) First Acre	$2,491		[g]
	b) Each Additional Acre	$830		[g]
	c) For Each Add'l Treatment Facility (First Two Included in Base Fee)	$554	each	
	d) Pervious Pavement / Concrete / Asphalt			
	i) First 5,000 SF	$2,768		
	ii) Each Additional 2,500 SF	$830		
	e) For Projects Sent to Consultant Review	pass-through + 20% admin fee		
22	**Stormwater Treatment Features Operations & Maintenance Inspection**	$346		
	Waste Management Compliance			
23	Initial Waste Management Compliance	$69	per application	
24	Secondary Waste Management Compliance	$138		
25	Initial PCB Screening	$69	per assessment	
26	Secondary PCB Screening	$208	per additional assessment	
27	Trash Enclosure Plan Check	$69	per permit	
28	Trash Enclosure Commission Review	$82	per hour	
	Semi-Permanent Parklet Fees			
29	Parklet Permit Application Fee	$1,500	per application	
30	Parklet Annual Compliance Verification Fee	$602		
	Other Applicable Fees			
31	Technology Enhancement Fee	2.00%	% of permit fee	
32	Extension of Time	$277	per extension	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
33	Plan Revision	$138	per revision	
34	Excess Plan Review	$277	per hour	[h]
35	Standard Hourly Billing Rates and Hourly Rates for Services Not Identified in this Schedule, Other Inspection, Missed/Excess Inspections, Re-inspection Fee			[h]
	a) In-House	$277	per hour	
	b) Consultant/3rd Party	Pass-through + 20% Admin Fee	per hour	
36	Appeal			
	a) Appeal to Parks and Recreation Commission (Tree-Related Appeals)	$200	per appeal	
	b) Appeal to City Council for a bid protest	$200	per appeal	
	c) Appeal to City Council for a contractor non-responsibility determination	$200	per appeal	
	d) Appeal to City Council - All Others	$300	per appeal	
37	Failure to Restore Public Improvements as Required	$100	per day	
38	Commencing Work Without a Permit or Work Different than Authorized by Permit	2x fees	double fees	

Notes:

* If it is anticipated that the application processing costs of selected minor or major projects will be significantly less or more than the above fees, the Public Works Director may at his/her discretion collect a deposit for the estimated staff time costs to process the application based on hourly rates.

** Engineer's cost estimate shall be approved by the City Engineer and shall include all items of work. The construction cost shall be cumulative for each utility permit work related to a single project as determined by the City regardless of the number of permits issued.

*** The City will pass-through to the applicant other agency fees applicable to the project (e.g. County recording fees.)

[a] Fee shall be greater of minimum fee or fee calculated based on project specifications.

[b] Deposit to be refunded upon completion of work and acceptance by the City.

[c] Home owner occupied R-1 permits only apply for projects with engineer's cost estimate of < $10,000.

[d] To be submitted upon completion of construction.

[e] Fee shall be greater of minimum fee or fee calculated based on engineer's cost estimate.

[f] Refundable upon installation and verification of all new monuments as shown on subdivision map.

[g] For up to two treatment facilities.

[h] Base fees assume up to three plan checks and initial inspection and one re-inspection. The City will bill hourly for additional plan review and inspections required.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	For Wireless Facilities on City -Owned Poles			
1	Annual License Fee			
	a) Initial Fee	$280	per City pole	[a],[d]
	b) Annual Increases	3% annually on anniversary date of license		[b],[d]
	c) Additional Administrative and Inspection Fees	$277	per hour	[c],[d]
2	Wireless Facility Permit Fee	$10,241		[d],[e]
3	Traffic Control Plan Review			
	a) Minor (Lane Closures)	$277	per review	[d]
	b) Major (Detours)	$1,107	per review	[d]
4	Master License Administrative Fee	$8,000		
5	Administrative Site and Architectural Review Permit	N/A		[f]
	For Wireless Facilities on Utility-Owned Poles			
1	Wireless Facility Permit Fee	$6,089	per application	[d],[e]
2	Traffic Control Plan Review			
	a) Minor (Lane Closures)	$277	per review	[d]
	b) Major (Detours)	$1,107	per review	[d]

Notes:

[a] Initial license fee.

[b] The License Fee shall increase annually on the first anniversary oF the Effective Date of the Pole License.

[c] Additional administrative fees and costs related to inspecting Licensee' s Equipment or License Area related to this License.

[d] Annual Increases: All fees are subject to annual increases.

[e] This fee includes costs relating to reviewing, processing, plan check, and inspection.

[f] See Planning Fees

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
IN-LIEU/IMPACT/MITIGATION FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Inclusionary Ordinance In-Lieu fee			
	a) Owner Occupied Units	$34.50	per SF	
	b) Rental Units	$21.50	per SF	
2	Park In-Lieu Fee - Unit Type:			
	a) Single-family	$31,452	per unit	
	b) Multi-family	$22,247	per unit	
	c) Secondary / Accessory Dwelling Unit (750sf or Larger)	$8,884	per unit	[a]
	d) Junior Accessory Dwelling Unit	$0	per unit	
3	Storm Drain Area Fees			
	a) R-1 Land Use	$2,120	per acre	
	b) Multi-Family Residential Land Use	$2,385	per acre	
	c) All Other Land Use	$2,650	per acre	
4	Roadway Maintenance Fee	0.32%	% of bldg permit valuation	

Notes:
[a] The fee for Accessory Dwelling Units will be calculated per State law but shall not exceed the amount shown.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

HOURLY RATES FOR SPECIAL PUBLIC WORKS SERVICE REQUESTS

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	During Normal Work Hours (i.e. Non-Overtime)			
1	Administrative Analyst I	$185	per hour	
2	Administrative Analyst II	$186	per hour	
3	Arborist	$146	per hour	
4	Assistant Engineer	$194	per hour	
5	Associate Civil Engineer	$219	per hour	
6	Building Maintenance Lead Worker	$157	per hour	
7	Building Maintenance Worker	$143	per hour	
8	Building Maintenance Supervisor	$196	per hour	
9	City Engineer	$316	per hour	
10	Engineering Aide I	$131	per hour	
11	Engineering Aide II	$148	per hour	
12	Engineering Technician I	$155	per hour	
13	Engineering Technician II	$176	per hour	
14	Environmental Programs Specialist	$137	per hour	
15	Executive Assistant	$141	per hour	
16	Lighting & Traffic Signals Technician	$168	per hour	
17	Lighting & Traffic Signals Assistant	$140	per hour	
18	Lighting & Traffic Signals Supervisor	$201	per hour	
19	Maintenance Supervisor	$172	per hour	
20	Mechanic II	$140	per hour	
21	Office Assistant	$116	per hour	
22	Office Specialist	$133	per hour	
23	Park Maintenance Lead Worker	$133	per hour	
24	Park Maintenance Supervisor	$206	per hour	
25	Park Maintenance Worker I	$109	per hour	
26	Maintenance Worker I	$109	per hour	
27	Park Maintenance Worker II	$121	per hour	
28	Maintenance Worker II	$121	per hour	
29	Public Works Superintendent	$262	per hour	
30	Public Works Inspector	$188	per hour	
31	Senior Civil Engineer	$250	per hour	
32	Senior Public Works Inspector	$201	per hour	
33	Street Maintenance Field Supervisor	$174	per hour	
34	Street Maintenance Lead Worker	$133	per hour	
35	Street Maintenance Worker I	$109	per hour	
36	Street Maintenance Worker II	$121	per hour	
37	Traffic Engineer	$258	per hour	
	Overtime			
38	Administrative Analyst I	$230	per hour	
39	Administrative Analyst II	$231	per hour	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

HOURLY RATES FOR SPECIAL PUBLIC WORKS SERVICE REQUESTS

	Activity Description	FY 24/25 Fee	Charge Basis	Note
40	Arborist	$181	per hour	
41	Assistant Engineer	$241	per hour	
42	Associate Civil Engineer	$272	per hour	
43	Building Maintenance Lead Worker	$195	per hour	
44	Building Maintenance Worker	$177	per hour	
45	Building Maintenance Supervisor	$242	per hour	
46	City Engineer	n/a	per hour	
47	Engineering Aide I	$162	per hour	
48	Engineering Aide II	$184	per hour	
49	Engineering Technician I	$192	per hour	
50	Engineering Technician II	$218	per hour	
51	Environmental Programs Specialist	$170	per hour	
52	Executive Assistant	$175	per hour	
53	Lighting & Traffic SignalsTechnician	$208	per hour	
54	Lighting & Traffic Signals Assistant	$173	per hour	
55	Lighting & Traffic Signals Supervisor	$249	per hour	
56	Maintenance Supervisor	$214	per hour	
57	Mechanic II	$174	per hour	
58	Office Assistant	$144	per hour	
59	Office Specialist	$165	per hour	
60	Park Maintenance Lead Worker	$165	per hour	
61	Park Maintenance Supervisor	$255	per hour	
62	Park Maintenance Worker I	$136	per hour	
63	Maintenance Worker I	$136	per hour	
64	Park Maintenance Worker II	$150	per hour	
65	Maintenance Worker II	$150	per hour	
66	Public Works Superintendent	$325	per hour	
67	Public Works Inspector	$233	per hour	
68	Senior Civil Engineer	$310	per hour	
69	Senior Public Works Inspector	$249	per hour	
70	Street Maintenance Field Supervisor	$215	per hour	
71	Street Maintenance Lead Worker	$165	per hour	
72	Street Maintenance Worker I	$136	per hour	
73	Street Maintenance Worker II	$150	per hour	
74	Traffic Engineer	$320	per hour	

Note: Three hour minimum for overtime call.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
EQUIPMENT USE RATES

	Activity Description	FY 24/25 Fee	Note
	Hourly Rate		
1	Barricades / Each	n/a	
2	Barricades with Lights / Each	n/a	
3	Brush Chipper (1-Hour Minimum)	$88.00	
4	Bucket Truck (1-Hour Minimum)	$86.50	
5	Case Loader W18B (1-Hour Minimum)	$159.00	
6	Chain Saw ($15.00 Minimum)	$9.50	
7	Compressors with Tools (1-Hour Minimum)	$94.00	
8	Concrete Saw (1-Hour Minimum; Daily Rate Add Cost of Blades)	$31.00	
9	Dump Trucks, 5 Cyl (1-Hour Minimum)	$75.00	
10	Flatbed, 3/4 Ton	n/a	
11	Forklift (1-Hour Minimum)	$31.00	
12	Line Striper (1-Hour Minimum - Daily Rate Add Materials)	$95.00	
13	Loader, 3-5 Ton (1-Hour Minimum)	$95.00	
14	Paint Truck (1-Hour Minimum)	$75.00	
15	Pick-Ups (1-Hour Minimum)	$64.00	
16	Programmable Message Board	n/a	
17	Sweepers (Minimum - $130.00)	$82.00	
	Daily Rate		
18	Barricades / Each	$3.00	
19	Barricades with Lights / Each	$3.50	
20	Brush Chipper (1-Hour Minimum)	$218.00	
21	Bucket Truck (1-Hour Minimum)	$176.00	
22	Case Loader W18B (1-Hour Minimum)	$282.00	
23	Chain Saw ($15.00 Minimum)	$57.00	
24	Compressors with Tools (1-Hour Minimum)	$135.00	
25	Concrete Saw (1-Hour Minimum; Daily Rate Add Cost of Blades)	$65.00	
26	Dump Trucks, 5 Cyl (1-Hour Minimum)	$150.00	
27	Flatbed, 3/4 Ton	$125.00	
28	Forklift (1-Hour Minimum)	$119.00	
29	Line Striper (1-Hour Minimum - Daily Rate Add Materials)	$190.00	
30	Loader, 3-5 Ton (1-Hour Minimum)	$207.00	
31	Paint Truck (1-Hour Minimum)	$150.00	
32	Pick-Ups (1-Hour Minimum)	$125.00	
33	Programmable Message Board	$80.00	
34	Sweepers (Minimum - $130.00)	n/a	

* Additional equipment which must be rented by the City shall be billed at the City's actual cost plus an additional twenty percent (20%) of that cost to cover administrative expenses.

City of Campbell
FIRE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Operational Permits			
1	Additive Manufacturing	$452		
2	Aerosol Products (500 lbs. - Minimum)	$452		
3	Assembly (50 - 300)	$459		
4	Assembly (> 300)	$720		
5	Open Flames & Candles in Assemblies	$184		
6	Carnival/Fair	$720		
7	Cryogens	$452		
8	Dry Cleaning	$452		
9	Combustible Dust Producing Operations	$509		
10	Energy Storage Systems	$452		
11	High Piled Storage	$565		
12	Cutting & Welding	$565		
13	Liquid or Gas Fueled Vehicles in Assembly Buildings	$283		
14	Lithium Batteries (> 15 cubic feet)	$452		
15	Lumber Yards & Woodworking Plants	$452		
16	Industrial Ovens	$452		
17	Radioactives	$537		
17	Repair Garage & Motor Fuel-Dispensing	$565		
18	Spraying or Dipping Operations	$452		
19	Temporary Membrane Structures & Tents	$452		
	State Mandated Inspections			
1	Apartments/Hotels/Motels			
	a) 3 - 16 units	$212		
	b) 17 - 32 units	$353		
	c) 33 or more units	$494		
2	Day Care - Commercial (Less than 50)	$283		
3	Day Care - Commercial (Greater than 50)	$424		
4	Residential Care Facilities (7 - 50 People)	$593		
5	Residential Care Facilities (Greater than 50 People)	$791		
6	E Occupancies			
	a) 1 - 250 Students	$0		
	b) 251 - 500 Students	$0		
	c) > 500 Students	$0		
	Hazardous Material Permits			

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
FIRE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Aboveground Facility Closure	$339		[a]
2	Aboveground System Closure (Per System)	$565		[a]
3	Aboveground System Installation (Per System)	$848		[a]
4	Aboveground System Modification (Per System)	$678		[a]
5	Haz Mat - Long Form	$848		
6	Haz Mat - Long Form (Helium Gas Only - 6 Tanks or Less)	$212		
7	Haz Mat - Short Form	$424		
8	Underground Tank Annual Permit	$1,060		
9	Underground System Closure (Per System)	$1,060		
10	Underground System Installation (Per System)	$2,825		
11	Underground System Modification (Per System)	$706		
	Construction Permits - Plan Review, Permit and Inspection			
1	Architectural Review (Greater of a or b)			
	a) Minimum Fee	See Bldg Fees		
	b) Percent of Bldg Permit Fee	See Bldg Fees		
2	Automatic Sprinklers			
	a) Automatic Fire Sprinkler Systems New			
	i) 1 - 49 Heads	$565		
	ii) 50 - 100 Heads	$989		
	iii) 101 - 200 Heads	$1,413		
	iv) Each Additional 100 Heads	$283		
	b) Automatic Fire Sprinkler Systems - Existing (No Calculations)			
	i) 1 - 15 Heads (Over-the-Counter)	$424		
	ii) 16 - 49 Heads	$636		
	ii) 50 - 100 Heads	$848		
	iv) Each Additional 100 Heads	$141		
	c) Automatic Fire Sprinkler Systems - Existing (With Calculations)			
	i) 1 - 49 Heads	$848		
	ii) 50 - 100 Heads	$1,187		
	iii) 101 - 200 Heads	$1,526		
	iv) Each Additional 100 Heads	$283		
	d) Residential 13D - Single Family	$565		
3	Fire Alarm Systems			
	a) Non-High Rise and Non R-2 Occupancies			
	i) 1 - 20 Devices	$848		
	ii) 21 - 40 Devices	$989		
	iii) 41 - 100 Devices	$1,413		
	iv) 101 - 200 Devices	$2,119		
	v) Each Additional 50 Devices	$424		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
FIRE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	b) With Pre-Wire Inspection Required (High Rise and R-2 Occupancies)			
	i) 1 - 20 Devices	$1,130		
	ii) 21 - 40 Devices	$1,695		
	iii) 41 - 100 Devices	$2,402		
	iv) 101 - 200 Devices	$3,108		
	v) Each Additional 50 Devices	$424		
	c) 10% Re-Certification Fee	$424		
4	Emergency Alarm System			
	a) New System	$1,130		
	b) System Modification	$565		
5	Fire Pump Installation	$706		
6	Underground Fire Service Systems			
	a) Fire Sprinkler System - No Hydrants	$706		
	b) Repairs	$706		
7	On-Site Hydrant Systems - without automatic sprinklers			
	a) Base Fee	$918		
	b) Plus, Fee Per Hydrant	$88		
8	Special Systems (Leak Detection, Halon, CO2, Hood Standpipe)			
	a) Hood	$720		
	b) Leak Detection, Halon, CO2, etc.	$720		
9	Demolition			
	a) Demolition of Building	$283		
	b) Demolition of Fire Protection System	$424		
10	Roadways - Gates, Barriers, and Traffic Calming Devices	$283		
	Planning and Subdivision Review Services			
1	Pre-Application, Entitlement, Subdivision, Permit Review, etc.	$226	per hour	
	Other Services			
1	Inspection Outside of Regular Office Hours (per hour)	$339	per hour; 1-hr min.	
2	Additional Inspection (courtesy, re-inspection, phasing) (per hour)	$226	per hour	[b]
3	Excess Plan Check (4th and subsequent) (per hour)	$226	per hour; 1-hr min.	
4	Special Inspections (per hour)	$226	per hour; 1-hr min.	
5	Variance Application (Alternate Methods & Materials)	$565		
6	Services Performed but not Otherwise Listed in this Fee Schedule (per hour)	$226	per hour	
7	Microfiche Fees/ Digital Imaging			
	a) Minimum Fee	$2		
	i) Plan Sheet (Cost Per Sheet)	$1	per sheet	
	ii) Source Page (Cost Per Page)	$1	per page	
	iii) Reproduction of Microfiche (Plan Sheet, Cost Per Sheet)	$4	per sheet	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
FIRE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	iv) Reproduction of Microfiche (Source Page)	$1	per page	
8	Failure to Obtain/Maintain Required Permits	Double Fee of Required Permit		
	Operations			
1	Records Search	$76	per hour; 1-hr min.	
2	CPR Classes (Per Person)	$36		
3	Non-Emergency Standby/After Hours Inspection	$3,271		

[a] Additional closure fees may be required based on the type and number of hazardous materials systems closed.

[b] Re-inspection fee applies applies after second re-inspection.

* Fees are set by the City but administered by Santa Clara County Fire Department.

* Fees apply to only those quantities of materials or operations that require permits in accordance with the Fire Code.

* Excluding penalties, annual Fire Code Permit fees shall not exceed $1,000 per business location.

* Failure to submit and maintain the following correct and current Hazardous Materials Documents: HMIS (before bringing hazardous materials into City and thereafter), HMMP (within 30 days of notification and thereafter), HMMP (within 30 days of notification and thereafter), Closure Permit (30 Days Prior), CEQA Application (before bringing hazardous material into City), the fee will double as a result of non-compliance.

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Report / Recording / Records Fees			
1	Police Report Fee			[a]
	a) Up to ten pages	No charge	per report	[b]
	b) Each Add'l page after first 10 pages	$0.10	per page	
2	CAD Incident Report			[a]
	a) Up to ten pages	No charge		
	b) Each Add'l page after first 10 pages	$0.10	per page	
3	Audio Recording Copy Fees			[a]
	a) Discovery			
	i) CD/DVD	$2	each	
	ii) USB/Flash Drive	$8	each	
	iii) Hourly Rate for Reproduction	$24	per hour	[c]
	b) Dispatch			
	i) CD/DVD	$2	each	
	ii) USB/Flash Drive	$8	each	
	iii) Hourly Rate for Reproduction	$24	per hour	[c]
4	Arrest Log Release	No Charge	per page	[a]
5	Research/Archiving	$24	per hour	[d]
	Vehicle Release / Impound / Repossession Fees			
6	Vehicle Release			
	a) Storage / Impound	$187		
	b) 30 Day Impound	$213		
7	Vehicle Repossession Fee	$15		[e]
	Citation Sign-off Fees			
8	Citation Sign-off			
	a) Campbell Police Department Issued Citation	No charge		
	b) Citation Issued by Other Agency (Non-Campbell PD)	$15		
	DUI Response Cost Recovery			
9	Driving Under the Influence - Cost Recovery (Hourly Rate)			
	a) Community Service Officer (CSO)	$67	per hour	
	b) Police Officer	$125	per hour	
	c) Police Agent	$125	per hour	
	d) Police Sergeant	$163	per hour	
	False Alarm Response			
10	False Alarm Fee			
	a) Up to three false alarms	$0	each	
	b) 4th - 6th Alarm	$233	each	

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	c) 7th - 9th Alarm	$285	each	
	d) 10th Alarm and Each Additional Alarm after 10	$337	each	
	Permit / License Application Review			
11	Arcade and Semiarcade Permits			
	a) Arcade	$850		
	b) Semiarcade	$710		
12	Block Party Permit	$130		
13	Concealed Weapon Permit			
	a) New	$330	plus DOJ fees	
	b) Renewal	$25	plus DOJ fees	[f]
	c) Psychological Testing	$125	plus DOJ fees	[f]
	d) Modification of Permit	$10	plus DOJ fees	[f]
14	Firearms and Ammunition Sales Permit (Business)			
	a) New	$850		
	b) Renewal	$268		
15	Hypnotherapy	$850		
16	Live Entertainment Permit	$1,374		
17	Massage			
	a) Massage Establishment (Owner Not State Certified)			
	i) New	$920		
	ii) Renewal	$330		
	b) Massage Establishment (Owner State Certified)			
	i) New	$0		[g]
	ii) Renewal	$0		[g]
	c) Massage Therapist / Trainee			
	i) New (State Certified)	$0		[g]
	ii) Renewal (State Certified)	$0		[g]
18	Medical Marijuana Delivery Registration			
	a) New	$2,197		
	b) Renewal	$1,098		
19	Pawnbrokers and Secondhand Dealers			
	a) New	$570		
	b) Renewal	$145		
20	Pool or Billiards Permit			
	a) Two or More Tables	$850		
	b) One Table Only	$67		

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
21	Sexually Oriented Business Permit			
	a) New	$1,368		
	b) Renewal	$850		
22	Taxicab Owner's License	$964		
23	Tow Car Operator Permit / Tow Truck Driver Certificate			
	a) Tow Car Operator Permit	$2,685		
	b) Tow Truck Driver Certificate			
	i) New	$50		[h]
	ii) Renewal	$12		[h]
24	Used Car Dealer - Retail Only	$280		
	Other			
25	Naturalization VISA Letter	$39		
26	Security Services - Outside Work Assignments			
	a) Reserve Officer	$82	per hour; 2-hr min.	
	b) Officer	$162	per hour; 2-hr min.	
	c) Sergeant	$207	per hour; 2-hr min.	
27	**Firearms Storage**			
	a) Administrative Fee	$254	flat fee	[i],[j]
	b) Daily Storage Fee	$1	per firearm/per day	[i],[j]

Note:
[a] Per Government Code 6253(b) and City Attorney.
[b] No fee for victims of violent crime or domestic violence.
[c] Fee based on rate allowed per Evidence Code Section 1563(b)(1).
[d] Maximum amount allowed per Evidence Code Section 1563(b)(1). Fees apply only to research/archiving pursuant to a subpoena.
[e] Maximum amount allowed per Government Code Section 41612.
[f] Maximum allowed per Penal Code Section 26190.
[g] Fee administered via State certification process.
[h] Maximum amount allowed per Vehicle Code Section 2431.
[i] For firearms taken per restraining order or for safekeeping and as a result of a domestic violence or mental health hold.
[j] Fee payable upon releasing firearm(s) to owner and may be waived (fully or partially) upon administrative approval.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PARKING CITATION FINES

	Code	Description	FY 24/25 Fee	Note
	CMC			
1	10.24.015	Stored on Street Over 72 Hours	$70	
2	10.24.040	No Parking or Stopping Signs/Permit Parking	$40	
3	10.24.065a	Disobeyed Curb Markings (Red/White; Yellow/Green)	$40	
4	10.24.095c	Limited Time Parking	$40	
5	10.24.135	Commercial Truck 10PM to 6AM	$70	
6	10.24.140	Parking Out of Marked Space	$40	
7	10.24.160	Removal of Markings	$70	
8	10.28.030a	Commercial Truck in Yard/Driveway	$70	
9	10.28.030b	Commercial Truck Over Two Hours (6AM to 10PM)	$70	
10	13.040.120	Parking After Hours City/County Parks	$40	
	VC			
11	22500a	Parking Within an Intersection	$40	
12	22500e	Blocking Driveway	$40	
13	22500f	Parking on Sidewalk	$40	
14	22500.1	Fire Lane	$40	
15	22502a	Wrong Way/18" (Inches) From Curb	$40	
16	22507.8a	Handicap Parking	$300	
17	22507.8b	Obstruct / Block Handicap Parking	$300	
18	22507.8c (2)	Crosshatch Lines Next to Handicap Stall	$300	
19	22514	Fire Hydrant	$40	
20	22521	Within 7 ½' (Feet) of Railroad Tracks	$40	
21	22523 (A)	Abandoned Towed	$70	
22	40226	Handicap Dismissal	$25	
23	5204(a)	No current Registration Tags	$70	
24	5200	No Front/Rear Plate	$40	
25	4000(a) (1)	Expired Registration	$70	

* Delinquent Penalty Assessment - Double the Fine Amount.

** All Other Parking Violation Fine Amounts Not Specifically Listed Will be $40.00.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

A. Definition of Terms:

a. **NON-PROFIT:** To qualify for non-profit rates, customers must provide a copy of their letter of non-profit status from the California Secretary of State's office with their non-profit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

b. **SPECIAL PEAK RATES:** Special peak rates are for the following reservations:

i. Public meetings held by elected representatives serving the Campbell area

ii. Local election candidate forums sponsored by a non-profit organization, polling and/or trainings offered by the local Registrar of voters

iii. Meetings offered by either of the Campbell school districts (CUHSD and CUSD)

iv. Public meetings by other governmental agencies that serve Campbell residents

v. Events by non-profit organizations who have assumed leadership for events once provided by the City

vi. Programs and activities for which there is no entry fee for participation or attendance offered by local non-profit organizations

vii. Community Center Tenants

viii. Events sponsored by/for Campbell High School Alumni groups

ix. Meetings or trainings by school districts or other governmental agencies that are not open to the public

The above listed reservations can use the facility during non-peak time with basic staffing levels (2 building attendants or 1 technician) any charges above this will be assessed at the time of booking. The CUSD & CUHSD are limited to 3 uses per year.

c. **CAMPBELL RESIDENT:** To qualify for Campbell Resident discount, customers must provide proof of residency (i.e. driver's license, utility bill etc.). Permit holder and payee must be in the same name to qualify for resident discount.

B. Resident Discount:

Campbell Residents paying for a rental will be given the following discount on building rental rates:

$25 Per hour discount for rental of the full Orchard City Banquet Hall

$5 Per hour discount for all other building rental rates

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

C. Facility rental fees for uses occurring during off-peak (normal operating) hours shall be assessed as follows:

(Monday through Thursday, 8:00am - 10:00pm and Fridays 8:00am to 5:00pm, except on recognized City holidays)

		FY 24/25 Fee	
		Base Hourly Rate	Non-Profit Hourly Rate
Orchard City Banquet Hall with Kitchen	per hr.	$135	$115
Orchard City Banquet Hall (North or South)	per hr.	$95	$75
Kitchen in OCBH	per hr.	$56	$51
Roosevelt Rm. (Q-80)	per hr.	$95	$75
Mary Campbell (Q-84)	per hr.	$70	$60
Multi-Purpose (M-50)	per hr.	$85	$75
Adult Ctr. Meeting Room (C-35)	per hr.	$70	$60
Dance Studios (M-47, N-76)	per hr.	$65	$55
Conference Rm. (E-44)	per hr.	$55	$45
Board Rm. (E-42)	per hr.	$55	$45
Main Gym (Bldg. P)	per hr.	$80	$70
Auxiliary Gym (Bldg. N)	per hr.	$70	$60
CCC Plaza	per hr.	$41	$36
Vacant Leased Space	per hr.	$55	$45
Swimming Pool Rental	per hr.	$200	$200

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

D. Facility rental fees for uses during peak (NON-OPERATING) hours shall be assessed as follows:

		FY 24/25 Fee		
		Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate
Orchard City Banquet Hall w/ Kitchen	per hr.	$100	$250	$200
Orchard City Banquet Hall (North or South)	per hr.	N/A	N/A	N/A
Roosevelt Rm. (Q-80)	per hr.	$52	$130	$105
Mary Campbell (Q-84)	per hr.	$35	$95	$70
Multi-Purpose (M-50)	per hr.	$47	$120	$95
Adult Ctr. Meeting Room (C-35)	per hr.	$35	$95	$70
Dance Studios (M-47, N-76)	per hr.	N/A	$80	$70
Conference Rm. (E-44)	per hr.	$25	$75	$50
Board Rm. (E-42)	per hr.	$25	$75	$50
Main Gym (Bldg. P)	per hr.	$48	$105	$95
Auxiliary Gym (Bldg. N)	per hr.	$38	$85	$75
CCC Plaza	per hr.	$23	$51	$46
Vacant Leased Space	per hr.	$25	$75	$50
Swimming Pool Rental	per hr.	$200	$200	$200

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

E. Equipment Rental & Fees

Meeting Room Equipment	FY 24/25 Fee	Charge Basis
a) Coffee Urn - 100 Cup	$15	per day
b) Coffee Urn - 35 Cup	$10	per day
c) Directional Sandwich Signs	free with room rental	per day
d) LCD Projector	$100	per day
e) Podium	free with room rental	per day
f) Portable Easel (Each Easel)	$10	per day
g) Portable Easel with Easel Pads (Each Easel)	$30	per day
h) Portable Projection Screen	$15	per day
i) Portable PA Systems	$100	per day
j) Stanchions	$25	per day
k) Microphone	$20	per day
l) In-House Sound System (Roosevelt Room Q-80 & Orchard City Banquet Hall)	$50	per day

Athletic Equipment	FY 24/25 Fee	Charge Basis
a) Basketball Scoreboard Control (portable)	$25	per day

F. Processing Fees

1. All applications are subject to a non-refundable $25 Processing Fee.
2. Any changes in time, date(s) or use made to a multi-use permit, or made less than thirty (30) days prior to a one-time use, are subject to an additional $25 Processing Fee.

G. Additional Charges

1. A janitorial service fee of $100 will be required for all rentals serving food and in excess of 75 participants.
2. A security service fee will be required for all rentals serving alcohol and in excess of 75 participants. Fees associated with security cover two officers minimum of 6 hours for service. The minimum security charge is $600. All events exceeding 6 hours or 75 attendees will incur additional security charges.
3. Uses which extend beyond the approved reserved time will be charged at 1½ times the normal rental rate.
4. Uses which extend beyond 12:00 midnight are not permitted and will be charged at two (2) times the normal rental rate.
5. Rental of the Swimming Pool will require the City to schedule certified lifeguards on-site for the duration of the pool rental. A minimum of two (2) Lifeguards will be required for rentals and the total number of Lifeguards will be determined by the Recreation Specialist or Department Designee at the time of the facility request. Each Lifeguard will be charged at $25 per hour.

6 Reservations for recognized City holidays and dates between Christmas Eve and New Years Day are subject to additional fees to cover staff holiday pay (1½ times the normal rental rate), when staff can be obtained to take the assignment. (Non-profits and Special Rate requestors are not exempt from these additional fees).

H. Deposits

Facility	FY 24/25 Fee	Charge Basis
a) Use of Orchard City Banquet Hall	$800	deposit

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees		
b) Uses of Roosevelt Room (Q-80), Multi-Purpose Room (M-50), or Activity Room (E-46)	$500	deposit
c) Uses of Activity or Meeting Rooms	$200	deposit
d) Uses of Gymnasiums	$200	deposit
e) Plaza	$200	deposit
f) Use of Swimming Pool	$500	deposit

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

A. Grounds

Description	FY 24/25 Fee
Security Deposit	$500
Additional Rental Hours (Sat)	$300 per hour
Additional Rental Hours (Fri/Sun)	$275 per hour
Cleaning Fee	$150 per event
Event Coordinator Additional Consult.	$50 per hour

Campbell Residents will be given a 10% discount on all event rental rates.

Description	FY 24/25 Fee			
	4 hours	6 hours	8 hours	10 hours
Fridays and Sundays	$1,080	$1,620	$2,160	$2,700
Saturdays	$1,200	$1,800	$2,400	$3,000

Description	FY 24/25 Fee
Other Rentals	
Fund Raising Groups and Commercial Filming	50% Surcharge $750 / 4 hours $175 / hr. for each add'l hr.
Non-Commercial Photography	$100 per hour

B. Tour Fees - Ainsley House

Description	FY 24/25 Fee
Adults	$10
Seniors	$8
Youth (7 - 17)	$6
Children (Under 7)	Free
Members	Free
Holidays Only (11/15 - 12/20):	
Adults	$12
Seniors	$10
Youth	$8

C. Group Tours - Ainsley House

Description	FY 24/25 Fee
Groups (10 or More)	
Adults	$5
Seniors	$5
Youth (7 - 17)	$5
Children (Under 7)	Free

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

D. Carriage House

Description	FY 24/25 Fee
Security Deposit	$500
Room Rental Rate	$75 per hour
Docent Led Tour:	
Up to 15 People	$25 per hour
Up to 30 People	$50 per hour
Open Ainsley House Walk-Through	$50 per hour

(1- hour minimum)

E. Admission Fees - Historical Museum

Description	FY 24/25 Fee	
	Museum Ticket	Combined Ticket *
Adults	$5	$14
Seniors	$5	$12
Youth (7 - 17)	$5	$10
Children (Under 7)	Free	Free
Members	Free	Free

* Combined ticket = Ainsley House / Historical Museum

F. School Program - Historical Museum & Ainsley House

Description	FY 24/25 Fee
Minimum for Classes of up to 20 Students	$120
Each Additional Student	$6
Chaperones	Free
Ohlone Rental Program	
Educational Trunk Rental	$60 per month

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

G. Museum Staff Research - Research of archival records and photographs:

Description	FY 24/25 Fee
Personal Use	
Digital Images:	
New Scan	$20 per image
Image of Existing Scans	$10 per image
Scanning and Printing on Photo Paper	Not provided
Commercial Use: For one-time use. Fees are per image.	
Use in a Book:	
For-Profit Entity	$150 per image
Non-Profit Organization	$35 per image
Editorial Use (magazine or non-scholarly journal):	
For-Profit Entity	$75 per image
Non-Profit Organization	$25 per image
Scholarly Publication	$10 per image
Advertising (non-editorial, book covers, flyer / brochure / art work in a place of business, etc.):	
For-Profit Entity	$150 per image
Non-Profit Organization	$35 per image
Video/TV/Film/DVD:	
For-Profit Entity	$150 per image
Non-Profit Organization	$35 per image
Exhibition:	
For-Profit Entity	$100 per image
Non-Profit Organization	$25 per image
Internet / Website:	
For-Profit Entity	$100 per image
Non-Profit Organization	$25 per image
Other Fees	
Staff Research Time (applies to research only)*	$40 per hour; $15 min.

**Non-Public Records Act (PRA) related requests*

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Picnic Areas and Facilities

All reservations are subject to a non-refundable $25.00 processing fee in addition to the fees below.

A. Picnic Areas & Facilities - CAMPBELL RESIDENTS

Facility	FY 24/25 Fee
John D. Morgan Park	
Area 1 (120 Persons Maximum)	$130 per day
Area 2 (80 Persons Maximum)	$90 per day
Area 3 (50 Persons Maximum)	$60 per day
Area 4 (50 Persons Maximum)	$60 per day
Area 5 (30 Persons Maximum)	$40 per day
Area 6 (10 Persons Maximum)	$20 per day
Area 7 (10 Persons Maximum)	$20 per day
Area 8 (10 Persons Maximum)	$20 per day
Area 9 (20 Persons Maximum)	$30 per day
Edith Morley Park	
Picnic Area (35 Persons Maximum)	$60 per day
Picnic Area & Turf (100 Persons Maximum)	$100 per day

B. Picnic Areas & Facilities - NON-RESIDENTS

Facility	FY 24/25 Fee
John D. Morgan Park	
Area 1 (120 Persons Maximum)	$180 per day
Area 2 (80 Persons Maximum)	$140 per day
Area 3 (50 Persons Maximum)	$110 per day
Area 4 (50 Persons Maximum)	$110 per day
Area 5 (30 Persons Maximum)	$90 per day
Area 6 (10 Persons Maximum)	$70 per day
Area 7 (10 Persons Maximum)	$70 per day
Area 8 (10 Persons Maximum)	$70 per day
Area 9 (20 Persons Maximum)	$80 per day
Edith Morley Park	
Picnic Area (35 Persons Maximum)	$90 per day
Picnic Area & Turf (100 Persons Maximum)	$170 per day

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Park Facility Fees

A. Definition of Terms

a. **NON-PROFIT:** To qualify for non-profit rates, customers must provide a copy of their letter of non-profit status from the California Secretary of State's office with their non-profit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

B. Processing Fees & Deposits

a. All reservations are subject to a $25 non-refundable processing fee in addition to park fees and deposits.
b. $200 deposit per field
c. $500 deposit per site:
   i. For special events
   ii. Sports Leagues

C. Schedule of Fees

	FY 24/25 Fee		
	Base Hourly Rate	Non-Profit Hourly Rate	Charge Basis
John D. Morgan Park Soccer Bowl	$30	$25	per hr.
John D. Morgan Park Athletic Field	$25	$20	per hr.
Community Center Stadium Field	$50	$30	per hr.
Community Center Stadium Track	$20	$15	per hr.
Community Center Athletic Field	$25	$20	per hr.
Community Center Concession Stand	$40	$35	per hr.
Handball Court (CCC)	$25	$20	per hr.
Handball Court Tournament (CCC)	$250	$250	per day
Field Use Tournament	$300	$300	per day
Sand Volleyball Court (JDM)	$25	$20	per hr.
Horseshoe Pit (JDM)	$10	$6	per hr.
Non-Exclusive Use Permit (Under 10 People)	$25	$25	per hr.
Non-Exclusive Use Permit (10-20 People)	$30	$30	per hr.
Non-Exclusive Use Permit (21-99 People)	$35	$35	per hr.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Park Facility Fees

D. Special Events in Parks

Note: Not all fees are applicable to all events. This table summarizes special event fees that may be due in excess of any facility use fees applicable for the nature, size and location of the proposed event. All reservations are subject to a non-refundable $25.00 processing fee in addition to the fees below.

Description	FY 24/25 Fee
Administrative Review Fee	No Charge
Application Fee	$25
Event Day Staff Support: Recreation Others	 $40 per hour Per the PW / PD fee schedules
Facility Use Fee	Per the Facility Use Policy
Security / Clean-Up Deposit	$500 per event
Park Special Event Fee	$850 per day
New Event Fee	$100 per event
Electrical Access (Orchard City Green, Community Center Stadium & Campbell Park Only)	$194

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

A. Theatre Rates for Non-Peak Days (Monday - Wednesday)

Description	FY 24/25 Fee
Base Rent (Up to an 8-Hour Period on One Day)	$550 per day
Additional Time (On the Same Event Day)	$125 per hour
Rehearsal Time (Up to an 8-Hour Period on One Day)	$375 per day
Additional Rehearsal Time (On the Same Day)	$125 per hour
Standard Sound Equipment (Up to Two Microphones)	No charge*
**Sound Tech hourly rates are applied for microphone usage*	
Full Sound Equipment (Full Use of Sound System)	$125 per day
Minimum Lighting Equipment (Stage Wash Only)	$125 per day
Maximum Lighting Equipment (no movers)	$400 per day $700 2 days same contract $900 3 days same contract $1,750 7 days same contract $1,750 + $225/day + 7 days same contract
Maximum Lighting Equipment (w/ movers)	$925 per day $1,200 2 days same contract $1,500 3 days same contract $1,900 7 days same contract $1,900 + $300/day + 7 days same contract

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

B. Theatre Rates for Peak Days (Thursday - Sunday)

Description	FY 24/25 Fee
Base Rent (Up to an 8-Hour Period on One Day)	$800 per day
Additional Time (On the Same Event Day)	$125 per hour
Rehearsal Time (Up to an 8-Hour Period on One Day)	$500 per day
Additional Rehearsal Time (On the Same Day)	$125 per hour
Standard Sound Equipment (Up to Two Microphones)	No charge*
**Sound Tech hourly rates are applied for microphone usage*	
Full Sound Equipment (Full Use of Sound System)	$200 per day
Minimum Lighting Equipment (Stage Wash Only)	$175 per day
Maximum Lighting Equipment (no movers)	$475 per day $850 2 days same contract $1,125 3 days same contract $1,975 7 days same contract $1,975 + $250/day + 7 days same contract
Maximum Lighting Equipment (w/ movers)	$1,000 per day $1,275 2 days same contract $1,575 3 days same contract $2,050 7 days same contract $2,050 + $300/day + 7 days same contract

C. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent (whichever is higher). Exceptions to this policy will be made for Primary Partners and fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. $100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theatre Manager.

D. **The Theatre may be rented to approved "Primary Partner" clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.

E. **Late Booking Fee –** A late booking fee will be assessed for any event booked less than 30 days in advance. The late booking fee is 10% of estimated rental charges (minus deposit) or $300 flat, whichever is higher.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

F. Fees for Additional Services will be charged as follows:

Description	FY 24/25 Fee
Box Office Fee	$700 per contract
Credit Card ticket transaction fees	4% per transaction
Labor (all billed at 4-hour minimum) *	
Production Manager / Technical Director	$60 per hour
Technical Staff	$50 per hour
Stagehand	$40 per hour
House / Event Staff	$40 - $50 per hour
Professional Event Staff / Security	$45 per hour (6hr minimum)
Lighting System	(See Peak Day Rates)
Janitorial Fee - Rehearsal	$175 per day
Janitorial Fee - Performance	$225 per performance
Janitorial Fee for Food/Beverage	$250 per day
Marley Floor Rental	$200 plus labor
Marquee Sign Postings	$33 per week
Marquee Sign Postings	$15 per change
Piano Rental Fee	$100 per day
Piano Tuning Fee	$200 per tuning
Sound System	(See Peak Day Rates)
Special Box Office Requests	$200 per request
Spotlights	$100 per day
Ticket Printing	$0.30 per ticket
Ticket Processing with 3rd Party	$250.00 per performance
Theatre Facility Fee	$1 - $6 per ticket or person
Processing Fee for Permit Changes	$30 - $50 per change
Theatre Tours (Regular Operating Hours)	$60 per hour
Theatre Tours (Non-Operating Hours)	$150 per hour
Video Projector & Screen	$500 per day
	$750 2 days same contract
	$1,000 3 days same contract
	$1,500 7 days same contract
	$1,500 + $250/day + 7 days same contract
Hazer	$60 per day
Application Fee	$45 per application
Rush Build Fee	$100 per build
Revised Build Fee	$50 - $100 per revision

* Overtime applies after 8 hours and double overtime applies after 12 hours.

** When tuning can be schedule and performed by Dan Naylor.

G. Comcast hardwire connection: The Heritage Theatre & Campbell Community Center has an open WIFi connection that is available to anyone within the Theatre or surrounding areas. WiFi connections are not guaranteed. The Theatre has a hardwire Comcast business connection with considerable more speed and bandwidth. This is available to renter for a fee of $100.00/day.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

H. **Indoor Marquee Sign Postings** – The Heritage Theatre has an electronic marquee in the lobby which is available for custom images, schedules, or information pertaining to events. Art/images that are ready for immediate upload and meet the specifications set out by the Theatre Manager are $50/day. Any artwork or image that must be developed by Theatre Staff is $50/day plus $45/hour for the Production Manager to develop the image with a one hour minimum fee.

I. **Events that do not meet the criteria above**, for which can't be anticipated at this time, staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Recreation and Community Services Director.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

J. Refundable Deposit

Description	FY 24/25 Fee
Deposit Fee	$500 - $5,000 * per date of use

* Based on type of event.

K. Theatre Garden Courtyard

Description	FY 24/25 Fee
Application Fee	$30 per contract
Refundable Security Deposit	$200 per contract
When Rented Independent of Theatre	$400 for first 4-hours
Additional Hours	$75 per hour

L. Theatre / Courtyard Photography Rates

Description	FY 24/25 Fee
Non-Refundable Processing Fee	$25 per contract
Non-Commercial Photography	$100 per hour
Commercial Photography	$150 per hour

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Facility Fees / Preservation & Enhancement Fees

A. Facility Fee / Preservation & Enhancement Fees

Description	FY 24/25 Fee
Heritage Theatre	
a) Preservation and Enhancement Fee	$1.50 per ticket (Every event is charged this fee)
b) Facility Fee	$1 - $6 per ticket (fee is based upon event) (fee is in addition to P&E fee)
Community Center Facility Rentals	2% of total facility rental charges *
Recreation Activities and Programs	$1 per registration; $1 per pass purchase; or $1 per month *

* Fees are not-to-exceed amounts and will be applied by the Department Director based on the program or rental's ability to bear the fee.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
DOWNTOWN EVENT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Special Event Fees			
1	Administrative Review Fee	$1,753		[a]
2	Equipment Use Fees	See Public Works Fees		[b]
3	Event Day Staff Support	Actual Costs		
4	New Event Application Fee	$675		[c]
5	Security/Clean-up Refundable Deposit	$500		[d]
6	Special Event Permit	$2,026		[e]
	Event Day Staff Support			
7	Police	Actual Costs		[f]
8	Public Works	Actual Costs		[g]

[a] Administrative Review Fee covers the costs associated with the Special Event Committee's time to schedule meetings, prepare agendas, prepare invoices, collect and process fees, etc.
[b] Equipment Use Fees are fees for such items as barricades, cones, safety vests, No Park Signs, etc.

[c] New Event Application Fee covers all costs associated with obtaining the required documents for a new event proposal, preparing the event memo, routing the application to appropriate departments, and follow-up with applicant.
[d] Refundable Deposit is a fee held on deposit to use in the event of damage to public property. If any damages should result the repair/replacement costs exceed $500, the event host will be billed the balance. If there are no damages and no additional fees due, this deposit shall be returned to event organizer.
[e] Special Event Permit Fees are designed to cover the costs of the impact special events have on public property.

[f] Police Fees cover costs associated with the services provided by the Campbell Police Department, which shall include, but not be limited to, closing the streets and event day supervision provided as per the Police Security Plan developed by CPD. Organizer shall be responsible for services provided after event closure until the crowd has dispersed and the area is deemed safe
[g] Public Works Fees include the cost for PW personnel and associated equipment required for closing the streets, (i.e. barricade installation/removal, pick-up trucks, closing and opening the streets, provision and placement of directional and/or letterboard signs, etc.)

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell

WATER TOWER LIGHTING REQUEST FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Water Tower Lighting Request	$150	per application	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
EXOTIC ANIMAL PERMIT FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Exotic Animal Permit Fee	$150	per application	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
COMMUNITY GARDEN PLOT RENTAL FEES

Activity Description	FY 24/25 Fee	Charge Basis	Note
1 Community Garden Plot			
a) 100 SF	$46	per year	[a]
b) 200 SF	$91	per year	[a]

Notes:
[a] Based on water rate increases.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
ELECTRIC VEHICLE CHARGING FEES

Activity Description	FY 24/25 Fee	Charge Basis	Note
1 Electric Vehicle Charging Stations			
a) Base Hourly Rate	$0.30	per kWh	
b) Additional Hourly Rate, in effect 8am - 8pm, daily	$0.30	per hour	

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
ADMINISTRATIVE FEES - CITY CLERK

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Photocopies			[a]
	a) First Page	$1		
	b) Each Additional Page	$0.10		
2	Digital Devices Provided by City			
	a) CD/DVD	$2		
	b) USB/Flash Drive	$8		
3	Initiative Petition Filing Fee	$200		[b]
4	Candidate Statement Filing Fee	$300		
5	Campaign Disclosure Information	$0.10	per page	[c]
6	Appeal Filing Fee			
	a) Appeal to Parks and Recreation Commission (Tree-Related Appeals)	$200	per appeal	
	b) Appeal to City Council for a bid protest	$200	per appeal	
	c) Appeal to City Council for a contractor non-responsibility determination	$200	per appeal	
	d) Appeal to City Council or Planning Commission - All Others	$300	per appeal	
7	Document Certification (No Charge to other Governmental Agencies)	$2		
8	Photo duplication (non-standard print size)	Actual cost		[d]
9	Requests Requiring Special Programming or Formatting	Actual hourly rate plus cost of digital devices		[e]

[a] Fee applies for photocopies (excluding Police Reports) and each page of minutes and excerpts from Planning Commission and City Council Minutes book. The charge to any agency, persons wholly or in part by the City of Campbell will be determined by the City Manager or his designated representative. No charge to other governmental agencies.

[b] To be refunded within one year if City Clerk certifies the Sufficiency of Petition. Legal limit.

[c] Legal limit.

[d] Government Code 6253(b) and the City Attorney.

[e] This fee applies to the creation of a new document not normally prepared, owned, used or retained by the City as part of the conduct of the Public's business. Fee also includes cost of any digital devices used to provide requested information.

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)

City of Campbell
ADMINISTRATIVE FEES - FINANCE

	Activity Description	FY 24/25 Fee	Charge Basis	Note
1	Business License - Mandatory State Fee	$4		[a]
2	Duplicate Business License (Replacement Original)	$11		
3	Returned Check Fee; ACH/EFT Return/Error; Non-Sufficient Funds Service Charge	$25		
4	Transaction Processing Fee			
	a) Credit and Debit Card Payments	3.36%		
	b) Electronic Check (ACH) payments	1% + $0.30		
5	Rental Dispute Administration (Added to Business License Fee)	$11	per unit	
6	Scavenging Permit (Municipal Code Section 6.04.160)	$330	per year	[b]

[a] Fee established by State. Fee changed effective January 1, 2018.

[b] Requires business license (Industrial).

Attachment: Master Fee Schedule - Effective July 1 2024 (FY 2025 Schedule of Fees and Charges)



Before and After Illustration

FY 23/24 Adopted Fees vs FY 24/25 Proposed Fees

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
MASTER FEE SCHEDULE

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Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	CEQA / Environmental Review						
1	Categorical Exemption	$250	$259	$9			Y
2	CEQA Document (EIR/MND/ND/Addendum)	Pass-through + 20% Admin Fee	Pass-through + 20% Admin Fee				N
3	Mitigation Monitoring and Reporting Program (MMRP) Oversight	$4,740	$4,914	$174			Y
	Consultant Report Review						
4	Consultant Report Review	Pass-through + 20% Admin Fee	Pass-through + 20% Admin Fee				N
5	Consultant Selection	$474	$491	$17			Y
	Density Bonus Application						
6	Density Bonus Application - No Concessions/Waivers	$3,792	$3,931	$139			Y
7	Density Bonus Application - With Concession(s)/Waiver(s)						
	a) Initial Concession/Waiver	$4,740	$4,914	$174			Y
	b) Each Additional Concession/Waiver	$474	$491	$17			Y
	Agreements Review						
8	Affordable Housing Agreement Preparation ~~Fee~~	$2,000 deposit billed against Housing Administrator	$2,000 deposit billed against Housing Administrator				N
9	Covenants, Conditions & Restrictions (CC&R) Review ~~Fee~~	$2,000 deposit billed against City Attorney invoicing	$2,000 deposit billed against City Attorney invoicing				N
10	Compliance Agreement	$237	$492	$255			N
11	Amendments (Extension of Time, Terms, etc.)	$0	$246	$246			N
	Development Agreement						

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
12	Development Agreement	T&M; $8,000 Deposit	T&M; $8,000 Deposit				N
13	Amendment to Development Agreement	T&M; $5,000 Deposit	T&M; $5,000 Deposit				N
	Wireless Telecommunication Facilities						
14	Eligible Facility Request Zoning (EFR) Clearance	$1,659	$1,720	$61			Y
15	Administrative Site and Architectural Review Permit (stealth)	$3,437	$3,562	$126			Y
16	Conditional Use Permit (non-stealth)	$7,821	$8,108	$287			Y
	Extension of Time/Reinstatements						
17	Extension						
	a) Extension - Administrative	$1,185	$1,228	$43		[a]	Y
	b) Extension - Planning Commission / City Council	$3,792	$3,931	$139		[a]	Y
18	Reinstatement - Administrative	$1,185	$1,228	$43		[a]	Y
19	Permit Revocation (Voluntary)						
	a) Administrative	$1,185	$1,228	$43		[a]	Y
	b) Planning Commission	$2,370	$2,457	$87		[a]	Y
	c) City Council	$2,844	$2,948	$104		[a]	Y
	Fence Exception						
20	Fence Exception - Rear/Interior Side Yard	$616	$639	$23			Y
21	Fence Exception - Front Yard and Street Side	$924	$958	$34			Y
	Amendments						
22	General Plan Map Amendment	$16,827	$17,444	$617			Y
23	Zoning Code Text Amendment	$19,434	$20,146	$712			Y
24	Zoning Map Amendment	$12,561	$13,021	$460			Y
25	General Plan Text Amendment	$19,434	$20,146	$712			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
26	Area Plan Amendments	$19,434	$20,146	$712			Y
27	Form Based Zone Map (FBZM) Amendment	$5,688	$5,897	$209			Y
28	Multi-Family Development and Design Standards (MFDSS) Amendment	$17,775	$18,427	$652			Y
29	Community Benefit Overlay Rezoning ("opt-out" housing projects)	$53,325	$55,280	$1,955			Y
	Historic Preservation						
30	Mills Act Application	$1,778	$1,843	$65			Y
31	Tier 1 - Historic Resource Alteration Permit						
	a) Single-Family Residential - Exterior Alterations	$593	$614	$22			Y
	b) Single-Family Residential - Additions	$1,185	$1,228	$43			Y
	c) Commercial - Exterior Alterations and/or Additions	$1,896	$1,966	$70			Y
32	Tier 2 - Historic Resource Alteration Permit	$1,896	$1,966	$70			Y
33	Historic Resource Inventory (HRI) Recission	$2,844	$2,948	$104			Y
34	Historic Resource Inventory (HRI) Designation	$0	$0	$0			Y
	Mailing Noticing						
35	Mailing / Noticing	$308	$319	$11			Y
	Map						
36	Tentative Parcel Map						
	a) Tentative Parcel Map	$7,466	$7,739	$274			Y
	b) Tentative Parcel Map Modification	$3,792	$3,931	$139			Y
37	Tentative Subdivision Map						
	a) Tentative Subdivision Map						
	i) 5-19 Lots	$11,021	$11,425	$404			Y
	ii) 20-49 Lots	$15,168	$15,724	$556			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	iii) 50+ Lots	$22,634	$23,463	$830			Y
	b) Tentative Subdivision Map Modification	$7,347	$7,616	$269			Y
38	Planning Final Map Review						
	a) Parcel Map	$237	$246	$9			Y
	b) Tract Map	$474	$491	$17			Y
	Outdoor Seating and/or Display Permits ~~- Downtown~~						
39	Outdoor Seating and/or Display Permit - No Alcohol	$456	$473	$17			Y
40	Outdoor Seating and/or Display Permit - With Alcohol	$705	$731	$26			Y
	Parking Modifications						
41	Parking Modifications - Project Related	$1,659	$1,720	$61			Y
42	Parking Modifications - Stand Alone	$2,370	$2,457	$87			Y
	~~**Planned Development Permit**~~						N
~~42~~	~~Administrative~~						N
	~~a) Single Family Residential - New House~~	~~$1,924~~	N/A				N
	~~b) Single Family Residential - Addition/Remodel~~	~~$1,496~~	N/A				N
	~~c) Change of Use~~	~~$2,485~~	N/A				N
	~~d) All Others - Commercial Additions/Remodels~~	~~$3,847~~	N/A				N
~~43~~	~~City Council~~		N/A				N
	~~a) 0 - 1 Acre~~	~~$12,824~~	N/A				N
	~~b) 1 - 5 Acres~~	~~$17,099~~	N/A				N
	~~c) 5+ Acres~~	~~$21,373~~	N/A				N
~~44~~	~~Modification~~						N
	~~a) Minor Modification~~	~~$5,130~~	N/A				N
	~~b) Major Modification~~	~~$7,267~~	N/A				N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Pre-Application Fee						
43	Pre-Application - PC Review (Mandatory)	$5,688	$5,897	$209			Y
44	Pre-Application - PC Review (Voluntary)	$4,266	$4,422	$156			Y
45	Pre-Application - CC Review ("Major" Housing Development Projects)	$5,688	$5,897	$209			Y
46	Pre-Application - CC Review (GP/ZM/ZC/AP/MFDDS/FBZM Amendment Initiation)	$4,266	$4,422	$156		[b]	Y
47	Pre-Application - SB-330 (Housing Crisis Act of 2019)	$593	$246	-$347			N
	Reasonable Accommodation						
48	Reasonable Accommodation	$3,555	$3,685	$130			Y
	Signs						
49	Sign Permit						
	a) Temporary Sign	$89	$92	$3			Y
	b) Administrative Sign Permit	$539	$559	$20			Y
	i) Each additional sign (same permit)	$119	$123	$4			Y
	c) Planning Commission Sign Permit	$2,311	$2,395	$85			Y
	i) Each additional sign (same permit)	$474	$491	$17			Y
	d) City Council Sign Permit	$3,377	$3,501	$124			Y
	i) Each additional sign (same permit)	$474	$491	$17			Y
50	Master Sign Plan (MSP)						
	a) Administrative MSP	$2,311	$2,395	$85			Y
	b) Planning Commission MSP	$3,697	$3,833	$136			Y
	c) City Council MSP	$5,333	$5,528	$195			Y
	Site and Architecture Review						
51	Residential						

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	a) Administrative						
	i) New House (each)	$2,607	$2,703	$96			Y
	ii) Addition/Remodel	$2,015	$2,088	$74			Y
	iii) Modification	50% of current fee	50% of current fee				N
	b) Planning Commission						
	i) Per House	$4,503	$4,668	$165			Y
	ii) Minor Modification to Side Yard Setback / FAR Increase	$4,977	$5,159	$182			Y
	iii) Modification	50% of current fee	50% of current fee				N
	~~c) SB 9 Zoning Clearance Application~~						
	~~i) Zoning Clearance Only~~	~~$2,489~~	$0	-$2,489			Y
	~~ii) Zoning Clearance with Urban Lot Split~~	~~$3,200~~	$0	-$3,200			Y
	~~iii) Zoning Clearance with Exception Request~~	~~$3,437~~	$0	-$3,437			Y
	~~iv) Zoning Clearance w/ Urban Lot Split and Exception Request~~	~~$3,911~~	$0	-$3,911			Y
52	Non-Residential						
	a) Up to 4,999 SF - New Building (each)	$9,006	$9,336	$330			Y
	b) 5,000 - 9,999 - SF New Building (each)	$11,258	$11,670	$413			Y
	c) 10,000 to 19,999 - SF New Building (each)	$13,509	$14,004	$495			Y
	d) New Building Over 20,000 SF (each)	$16,827	$17,444	$617			Y
	e) Modification or Exterior Alteration	$4,710	$4,883	$173			Y
53	Multi-Family Residential (not subject of CMC Ch. 21.07)						
	a) Exterior Alterations	$6,636	$6,879	$243			Y
	b) Additions and/or Ancillary Buildings	$8,888	$9,213	$326			Y
	Tree Removal Permit						
54	Tree Removal Permit - ALL						
	a) Dead Tree	$0	$0	$0			N
55	Tree Removal Permit - SFR						
	a) Tree Removal Permit - SFR	$0	$0	$0			N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	i) Each Additional Tree (Same Permit)	$0	$0	$0			N
56	Tree Removal Permit - Non-SFR						
	a) Tree Removal Permit - Non-SFR	$284	$295	$10			Y
	i) Each Additional Tree (Same Permit)	$89	$92	$3			Y
57	Tree Removal Permit - In-Lieu Fee						
	a) 24-inch Box Equivalent (per tree)	$600	$622	$22			Y
	b) 36-inch Box Equivalent (per tree)	$2,000	$2,073	$73			Y
	Use Permit						
58	Conditional Use Permit						
	a) Single Use Determination	$5,333	$5,528	$195			Y
	i) Additional Determinations (each additional)	$1,185	$1,228	$43		[c]	Y
	ii) With Site and Architectural Review required	see site and arch	see site and arch			[c]	N
	b) Modification	50% of current fee	50% of current fee				N
	~~c) Wireless Communications Facility~~	~~$7,940~~	~~$8,231~~	~~$291~~			~~Y~~
59	Administrative Conditional Use Permit						
	a) Single Use Determination	$2,726	$2,825	$100			Y
	i) Additional Determinations (each additional)	$711	$737	$26		[c]	Y
60	Temporary Use Permit						
	a) Non-Profit Organization with 501(c)(3) Federal Income Tax Status	$569	$590	$21			Y
	b) Single-Day ABC License Approval	$948	$983	$35			Y
	c) All Others	$1,896	$1,966	$70			Y
61	Master Use Permit						
	a) Zoning Clearance Fees						
	i) Special Event Closure	$1,126	$1,167	$41			Y
	ii) Outdoor Seating	$1,067	~~$1,106~~	$39			Y

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
			See Outdoor Seating and Display Permits				
	b) Application Fees						
	i) Architectural Modification (AM)	$6,281	$6,511	$230			Y
	ii) Conditional Use Authorization (CUA)	$3,081	$3,194	$113			Y
	iii) Modification to an Approved AM/CUA or Sign-related AM	50% of current fee	50% of current fee				N
	iv) Amendment	$19,434	$20,146	$712			Y
	Variance / Exception						
62	Variance (single request)	$4,859	$5,037	$178			Y
	a) If Engineering Review Required	$1,896	$1,966	$70		[c]	Y
	b) Each additional request	$1,185	$1,228	$43		[c]	Y
	c) Modification	$2,844	$2,948	$104			Y
63	Winchester Master Plan Exception	$4,859	$5,037	$178			Y
	Zoning Clearance						
64	Ministerial Approval						
	a) Up to 5 units	$6,518	$6,756	$239			Y
	b) 6-15 units	$8,414	$8,722	$308			Y
	c) 16-24 units	$12,561	$13,021	$460			Y
	d) 25-49 units	$20,856	$21,621	$765			Y
	e) 50+ units	$31,284	$32,431	$1,147			Y
65	SB-9 Two-Unit Housing Development Projects						
	a) Zoning Clearance only	$2,844	$2,948	$104			Y
	b) Zoning Clearance with Urban Lot Split	$3,318	$3,440	$122			Y
	c) Zoning Clearance with Exception Request	$3,555	$3,685	$130			Y
	d) Zoning Clearance with Urban Lot Split and Exception Request	$4,029	$4,177	$148			Y
66	Business License						
	a) Use & Occupancy: Non-Residential	$237	$246	$9			Y

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	b) Home Occupation	$77	$80	$3			Y
67	Post Entitlement Plan Check						
	a) Single-Family Residential						
	i) Ministerial Review - Addition (including attached ADU/JADU)	$178	$184	$7			Y
	ii) Ministerial Review - New House	$356	$369	$13			Y
	iii) Ministerial Review - Exterior/Site Alteration	$89	$92	$3			Y
	iv) Ministerial Review - Detached ADU	$267	$276	$10			Y
	v) Discretionary - Addition	$356	$369	$13			Y
	vi) Discretionary - New House	$533	$553	$20			Y
	b) Mixed-Use						
	i) Up to 5 units	$1,896	$1,966	$70			Y
	ii) Up to 6-15 units	$2,370	$2,457	$87			Y
	iii) 16-24 units	$3,318	$3,440	$122			Y
	iv) 25-49 units	$5,214	$5,405	$191			Y
	v) 50+ units	$7,584	$7,862	$278			Y
	c) Multi-Family Residential						
	i) Up to 5 units	$1,067	$1,106	$39			Y
	ii) 6-15 units	$1,896	$1,966	$70			Y
	iii) 16-24 units	$2,844	$2,948	$104			Y
	iv) 25-49 units	$4,740	$4,914	$174			Y
	v) 50+ units	$7,110	$7,371	$261			Y
	vi) Exterior/Site Alterations	$237	$246	$9			Y
	vii) Addition	$711	$737	$26			Y
	d) Non-Residential						
	i) up to 5,000 SF New Building	$1,067	$1,106	$39			Y
	ii) 5,001 - 10,000 SF New Building	$1,896	$1,966	$70			Y
	iii) Building Over 10,000 SF to 19,999 SF New Building	$4,740	$4,914	$174			Y
	iv) New Building Over 20,000 SF	$7,110	$7,371	$261			Y

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	v) Tenant Improvement (no CUP/Admin P-D)	$474	$491	$17			Y
	vi) Tenant Improvement (with a CUP/Admin P-D)	$711	$737	$26			Y
	vii) Ministerial Review Exterior/Site Alterations	$237	$246	$9			Y
	viii) Non-Residential Addition	$711	$737	$26			Y
	e) Grading/On-Site Improvement Plans						
	i) up to 1 acre	$356	$369	$13			Y
	ii) 1 to 5 acres	$711	$737	$26			Y
	iii) 5+ acres	$948	$983	$35			Y
	Zoning Letters						
68	Zoning Letter - Basic Property Information	$474	$491	$17			Y
69	Zoning Letter - Basic Property Information with additional research require	$948	$983	$35			Y
70	Flood Letter - Confirmation of Flood Hazard Zone	$237	$246	$9			Y
	Housing Development Project Permits (HDPP)						
71	Housing Development Project Permits (HDPP)						
	a) Administrative (Community Development Director)						
	i) Up to 4 units~~Five Units~~	$6,518	$6,756	$239			Y
	ii) All Others (changes to existing projects)	$3,911	$4,054	$143			Y
	b) Minor (Planning Commission)	~~$13,035~~	~~$13,513~~	~~$478~~			Y
	i) Up to 15 units		$8,722	$8,722			N
	i) 16-24 units		$13,021	$13,021			N
	iii) 25-49 units		$21,621	$21,621			N
	iv) 50+ units		$32,431	$32,431			N
	c) Major (City Council)	$26,070	$32,431	$6,361			N
	d~~e~~) Adjustments (MFDDS Ch. 9) (in addition to HDPP)	$1,304	$1,351	$48			Y
	Other Fees						

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
PLANNING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Other Fees						
72	Planning Inspections						
	a) Rough Framing Inspection	$237	$246	$9			Y
	b) Final Inspection	$474	$491	$17			Y
73	Technology Enhancement Fee	2%	2%	0%	% of permit fee		N
74	Appeals						
	a) Appeal to Planning Commission	$300	$300	$0			N
	b) Appeal to City Council	$300	$300	$0			N
75	Cash Deposit Preparation	$237	$246	$9			Y
76	Deed Restriction Preparation	$237	$246	$9			Y
77	Hourly Rate for Planning Services						
	a) Standard Hourly Rate	$237	$246	$9	per hour	[d]	Y
	b) Overtime Rate	$284	$295	$10	per hour	[d]	Y

Notes:
* If it is anticipated that the application processing costs of selected minor or major projects will be significantly less or more than the above fees, the Community Development Director may at his/her discretion collect a deposit for the estimated staff time costs to process the application based on hourly rates.

** The City will pass-through to the applicant other agency fees applicable to the project (e.g., Dept of Fish & Wildlife fees and County recording fees).

[a] Or 50% of current application fee, whichever is less.
[b] Includes Community Benefit Overlay Rezoning proposals.
[c] Fee is additive to the base fee (i.e., single use determination, plus site and architecture fee).
[d] Hourly rate applies for deposit-based billings, code enforcement inspections, missed inspections/excess inspections, re-inspections.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

BUILDING FEES

	Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Building Permit (Minimum Fee)	$218	$226	$8			Y
2	Building Permit Fees						
	a) Valuations up to $500,000	2.00%	2.00%	0.00%	of valuation		N
	b) Valuations greater than $500,000 and up to $1,000,000	1.66%	1.66%	0.00%	of valuation		N
	c) Valuations greater than $1,000,000	1.00%	1.00%	0.00%	of valuation		N
3	Sub Trade Permits - Base Fee Per Trade (Plumbing, Electrical, Mechanical)	$218	$226	$8			Y
4	Sub Trade Permits - Alternative Calculation for Use When Per Trade Fee is not Commensurate with Service Level Required (Stand-Alone or Combination Permits)						
	a) One Inspection Required	$109	$113	$4			Y
	b) Two Inspections Required	$218	$226	$8			Y
	c) Three Inspections Required	$327	$339	$12			Y
	d) Four Inspections Required	$436	$452	$16			Y
	e) Each Additional Inspection	$109	$113	$4			Y
5	Building Plan Check Fee	33%	33%	0%	% of bldg permit fee		N
6	Third Party Plan Check Fee	$0.002	$0.002	$0.000	of valuation (V)		N
7	Title 24 Plan Check Fee	$218	$226	$8	each		Y
8	Fire Building Plan Check Fee (Greater of A or B)						
	a) Minimum	$109	$113	$4	Flat Fee		Y
	b) Percent of Building Permit Fee	10%	10%	0%	% of bldg permit fee		N
9	General Plan Maintenance Fee	$0.0016	$0.0016	$0.0000	of valuation (V)		N
10	Technology Enhancement Fee	$0.0004	$0.0004	$0.0000	of valuation (V)		N
11	Training and Education Fee	$0.0002	$0.0002	$0.0000	of valuation (V)	[a]	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

BUILDING FEES

	Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
12	Construction License Tax (per CMC 3.40)	$0.50	$0.50	$0.00	per SF		N
13	Strong Motion Instrumentation (SMI) Fee Calculation						
	a) Category 1 Construction (1 to 3 Story Residential)	$0.50 or valuation x	$0.50 or valuation x			[b]	N
	b) Category 2 Construction (Over 3 story Residential and all Commercial)	$0.50 or valuation x .00028	$0.50 or valuation x .00028			[c]	N
14	Building Standards (SB 1473) Fee Calculation (Valuation)						
	a) $1 - $25,000	$1	$1	$0		[d]	N
	b) $25,001 - $50,000	$2	$2	$0		[d]	N
	c) $50,001 - $75,000	$3	$3	$0		[d]	N
	d) $75,001 - $100,000	$4	$4	$0		[d]	N
	e) Each Add'l $25,000 or fraction thereof	Add $1	Add $1			[d]	N
15	NPDES Inspection Fee (Storm Water)	$109	$113	$4			Y
16	Address Change or Addition (per Address)	$218	$226	$8			Y
17	Permit and Address Records Search	$218	$226	$8	per hour		Y
18	Demolition of Structure Permit Fee	$1,308	$1,356	$48			Y
19	Added Plan Check Fee (Revisions - One Hour Minimum)	$218	$226	$8	per hour		Y
20	Excess Plan Review	$218	$226	$8	per hour	[e]	Y
21	Other Inspections (Hourly Rate - Two Hour Minimum)	$218	$226	$8	per hour		Y
22	Re-inspection Fee (must be paid before inspection)	$218	$226	$8	per hour	[e]	Y
23	Resolution of Non-Compliance	$218	$226	$8	per hour		Y
24	Building Without Permit (BWOP, Stop Work)	2x permit fee	2x permit fee			[f]	N

[a] Provides funding for mandatory training and education for plan check and inspection for code compliance.

City of Campbell

BUILDING FEES

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust

[b] Category 1 Construction includes residential buildings 1 to 3 stories in height, excluding hotels and motels. Single family houses, duplexes and quadruplexes are considered Category 1. Condominiums and apartment buildings which are 3 stories or less in height are considered Category 1.

[c] Category 2 Construction includes all buildings not considered Category 1 (i.e. residential buildings over 3 stories, all office buildings, warehouses, factories and other manufacturing or processing facilities, restaurants, and other non-residential buildings).

[d] Fee established by State of California.

[e] Base fees assume up to three plan checks and initial inspection and one re-inspection. The City will bill hourly for additional plan review and inspections.

[f] Fee may be reduced under the direction of the Building Official if a permit application is submitted within a specified deadline.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

CODE ENFORCEMENT HOURLY BILLING FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Code Enforcement Re-Inspection Fees						
1	Code Enforcement Personnel	$181	$188	$7	per hour		Y
2	Building Inspection Personnel	$218	$226	$8	per hour		Y
3	Planning Personnel	$237	$246	$9	per hour		Y
4	Public Works Engineering Personnel	$267	$277	$10	per hour		Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Encroachment Permit / Improvement Permit Fees						
1	**Utility/Fiber/Miscellaneous**						
	a) Application Fee	$534	$554	$20	per application		Y
	b) Plan Check and Inspection Fee						
	i) Minimum Fee	$668	$692	$24	per project	[a]	Y
	ii) Conduits/Pipelines (per lineal foot of trench)						
	a) Up to first 500 LF of trench	$4.27	$4.43	$0.16	per LF	[a]	Y
	b) Portion Greater than 500 LF	$2.14	$2.21	$0.08	per LF	[a]	Y
	iii) Manholes/Vaults/Utility Structures/Concrete Pads (Excluding Pull Boxes)	$267	$277	$10	each	[a]	Y
	iv) Pole Set or Removal (permit required)	$267	$277	$10	each	[a]	Y
2	**Storage Container**						
	a) Application Fee	$200	$207	$7	per application		Y
	b) Plan Check and Inspection Fee	$0	$0	$0			Y
3	**Construction Dumpster**						
	a) Application Fee	$0	$0	$0	per application		Y
	b) Plan Check and Inspection Fee	$0	$0	$0			Y
4	**Street Tree Planting / Removal Permit**						
	a) Application Fee	$0	$0	$0	per application		Y
	b) Faithful Performance Security (refundable)	$500	$500	$0	per tree	[b]	N
	c) Plan Check and Inspection Fee	$0	$0	$0			Y
5	**Homeowner Occupied R-1**						
	a) Application Fee	$265	$275	$10	per application	[c]	Y
	b) Faithful Performance Security (refundable)	$2,500	$2,500	$0		[b]	N
	c) Plan Check and Inspection Fee	$0	$0	$0	per permit	[c]	Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
6	**All Other (Including Public Improvements and Private Street Improvements)**						
	a) Application Fee	$534	$554	$20	per application		Y
	b) Deposit and Faithful Performance Security (Refundable)						
	i) Faithful Performance Security	100% of Eng. Est.	100% of Eng. Est.		% of Eng. cost est.	[b]	N
	ii) Labor and Materials Security	100% of Eng. Est.	100% of Eng. Est.		% of Eng. cost est.	[b]	N
	iii) Warranty Security	25% of Eng. Est.	25% of Eng. Est.		% of Eng. cost est.	[d]	N
	c) Plan Check and Inspection Fee						
	i) Engineer's Estimate - for first $250,000						
	a) Minimum Fee	$4,272	$4,429	$157		[e]	Y
	b) Percent of Engineer's Estimate	17%	17%	0%	% of Eng. cost est.	[e]	N
	ii) Engineer's Estimate - for next $250,000						
	a) Base Fee	$42,500	$42,500	$0			N
	b) plus, Percent of Engineer's Estimate > $250,000	10%	10%	0%	% of Eng. cost est.		N
	iii) Engineer's Estimate - for amount exceeding $500,000						
	a) Base Fee	$67,500	$67,500	$0			N
	b) plus, Percent of Engineer's Estimate > $500,000	7%	7%	0%	% of Eng. cost est.		N
	Agreement for Private Improvements in Public Right-of-Way						
7	Agreement for Private Improvements in Public Right-of-Way	$200	$207	$7	each		Y
	Traffic / Parking Related Fees						
8	**Oversize Load Permit**						
	a) One Day	$16	$16	$0	per day		N
	b) Annual	$90	$90	$0	per year		N
9	**Parking Permit Fee**	$42	$44	$2	each		Y
10	**Traffic Control Plan Review**						
	a) Minor (Lane Closures)	$267	$277	$10			Y

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	b) Major (Detours)	$1,068	$1,107	$39			Y
11	**No Parking Signs**	$1	$1	$0	per sign		Y
12	**Traffic Signal Timing Information**	$267	$277	$10	per hour		Y
	Mapping Fees						
13	**Final Map**						
	a) Parcel Map (4 lots or less)	$6,408	$6,643	$235			Y
	b) Tract Map (5 or more lots)						
	i) Base Fee	$8,010	$8,304	$294			Y
	ii) Plus, Per Lot Fee	$134	$138	$5	per lot		Y
14	**Certificate of Compliance / Certificate of Correction**						
	a) Certificate of Compliance	$2,670	$2,768	$98			Y
	b) Certificate of Correction	$935	$969	$34			Y
15	**Lot Line Adjustment / Parcel Merger**						
	a) Lot Line Adjustment	$4,005	$4,152	$147			Y
	b) Parcel Merger	$4,005	$4,152	$147			Y
16	**Monumentation Deposit**						
	a) Monumentation Deposit (Refundable)	100% of Survey Cost Est.	100% of Survey Cost Est.		% of survey cost est.	[f]	N
17	**Vacation of Public Streets and Easements or Irrevocable Offers to Dedicate**						
	a) Summary	$4,272	$4,429	$157			Y
	b) All Others	$267	$277	$10	T&M, per hour		Y
18	**Street / Easement Dedications**						
	a) Homeowner Occupied R-1	$0	$0	$0			Y
	b) All Others	$1,335	$1,384	$49			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
19	**Assessment Segregation or Reapportionment**						
	a) Assessment Segregation or Reapportionment	pass-through + 20% admin fee	pass-through + 20% admin fee				N
	Grading and Drainage Plan Review						
20	**Grading and Drainage Plan Review**						
	a) Site < 10,000 SF (gross site area)	$1,602	$1,661	$59			Y
	b) Site ≥ 10,000 SF and < .5 Acre (gross site area)	$2,136	$2,214	$78			Y
	c) Site ≥ .5 Acre (gross site area)						
	i) First Acre	$2,670	$2,768	$98			Y
	ii) Each Additional Acre	$534	$554	$20	per acre		Y
	NPDES / Stormwater Treatment Features Review and Inspection						
21	**NPDES Review / Inspection Fee (C3 Requirements)**						
	a) For Projects Not Required to Submit Numeric Sizing	$534	$554	$20			Y
	b) For Projects Required to Submit Numeric Sizing						
	i) Impervious Area up to 1 Acre	$2,403	$2,491	$88		[g]	Y
	ii) Impervious Area Over 1 Acre						
	a) First Acre	$2,403	$2,491	$88		[g]	Y
	b) Each Additional Acre	$801	$830	$29		[g]	Y
	c) For Each Add'l Treatment Facility (First Two Included in Base Fee)	$534	$554	$20	each		Y
	d) Pervious Pavement / Concrete / Asphalt						
	i) First 5,000 SF	$2,670	$2,768	$98			Y
	ii) Each Additional 2,500 SF	$801	$830	$29			Y
	e) For Projects Sent to Consultant Review	pass-through + 20% admin fee	pass-through + 20% admin fee				N
22	**Stormwater Treatment Features Operations & Maintenance Inspection**	$334	$346	$12			Y
	Waste Management Compliance						
23	Initial Waste Management Compliance	$67	$69	$2	per application		Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
24	Secondary Waste Management Compliance	$134	$138	$5			Y
25	Initial PCB Screening	$67	$69	$2	per assessment		Y
26	Secondary PCB Screening	$200	$208	$7	per additional assessment		Y
27	Trash Enclosure Plan Check	$0	$69	$69	per permit		Y
28	Trash Enclosure Commission Review	$0	$82	$82	per hour		Y
	Semi-Permanent Parklet Fees						
29	Parklet Permit Application Fee	$0	$1,500	$1,500	per application		N
30	Parklet Annual Compliance Verification Fee	$0	$602	$602			N
	Other Applicable Fees						
31	Technology Enhancement Fee	2.00%	2.00%	0.00%	% of permit fee		N
32	Extension of Time	$267	$277	$10	per extension		Y
33	Plan Revision	$134	$138	$5	per revision		Y
34	Excess Plan Review	$267	$277	$10	per hour	[h]	Y
35	Standard Hourly Billing Rates and Hourly Rates for Services Not Identified in this Schedule, Other Inspection, Missed/Excess Inspections, Re-inspection Fee					[h]	
	a) In-House	$267	$277	$10	per hour		Y
	b) Consultant/3rd Party	Pass-through + 20% Admin Fee	Pass-through + 20% Admin Fee		per hour		N
36	Appeal						
	a) Appeal to Parks and Recreation Commission (Tree-Related Appeals)	$200	$200	$0	per appeal		N
	b) Appeal to City Council for a bid protest	$200	$200	$0	per appeal		N
	c) Appeal to City Council for a contractor non-responsibility determination	$200	$200	$0	per appeal		N

City of Campbell

PUBLIC WORKS ENGINEERING & ENCROACHMENT PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	d) Appeal to City Council - All Others	$300	$300	$0	per appeal		N
37	Failure to Restore Public Improvements as Required	$100	$100	$0	per day		N
38	Commencing Work Without a Permit or Work Different than Authorized by Permit	2x fees	2x fees		double fees		N

Notes:

* If it is anticipated that the application processing costs of selected minor or major projects will be significantly less or more than the above fees, the Public Works Director may at his/her discretion collect a deposit for the estimated staff time costs to process the application based on hourly rates.

** Engineer's cost estimate shall be approved by the City Engineer and shall include all items of work. The construction cost shall be cumulative for each utility permit work related to a single project as determined by the City regardless of the number of permits issued.

*** The City will pass-through to the applicant other agency fees applicable to the project (e.g. County recording fees.)

[a] Fee shall be greater of minimum fee or fee calculated based on project specifications.

[b] Deposit to be refunded upon completion of work and acceptance by the City.

[c] Home owner occupied R-1 permits only apply for projects with engineer's cost estimate of < $10,000.

[d] To be submitted upon completion of construction.

[e] Fee shall be greater of minimum fee or fee calculated based on engineer's cost estimate.

[f] Refundable upon installation and verification of all new monuments as shown on subdivision map.

[g] For up to two treatment facilities.

[h] Base fees assume up to three plan checks and initial inspection and one re-inspection. The City will bill hourly for additional plan review and inspections required.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	For Wireless Facilities on City -Owned Poles						
1	Annual License Fee						
	a) Initial Fee	$270	$280	$10	per City pole	[a],[d]	Y
	b) Annual Increases	3% annually on anniversary date of license	3% annually on anniversary date of license			[b],[d]	N
	c) Additional Administrative and Inspection Fees	$267	$277	$10	per hour	[c],[d]	Y
2	Wireless Facility Permit Fee	$9,879	$10,241	$362		[d],[e]	Y
3	Traffic Control Plan Review						
	a) Minor (Lane Closures)	$267	$277	$10	per review	[d]	Y
	b) Major (Detours)	$1,068	$1,107	$39	per review	[d]	Y
4	Master License Administrative Fee	$8,000	$8,000	$0			N
5	Administrative Site and Architectural Review Permit	N/A	N/A			[f]	N
	For Wireless Facilities on Utility-Owned Poles						
1	Wireless Facility Permit Fee	$5,874	$6,089	$215	per application	[d],[e]	Y
2	Traffic Control Plan Review						
	a) Minor (Lane Closures)	$267	$277	$10	per review	[d]	Y
	b) Major (Detours)	$1,068	$1,107	$39	per review	[d]	Y

Notes:

[a] Initial license fee.

[b] The License Fee shall increase annually on the first anniversary oF the Effective Date of the Pole License.

[c] Additional administrative fees and costs related to inspecting Licensee' s Equipment or License Area related to this License.

[d] Annual Increases: All fees are subject to annual increases.

[e] This fee includes costs relating to reviewing, processing, plan check, and inspection.

[f] See Planning Fees

City of Campbell

IN-LIEU/IMPACT/MITIGATION FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Inclusionary Ordinance In-Lieu fee						
	a) Owner Occupied Units	$34.50	$34.50	$0.00	per SF		N
	b) Rental Units	$21.50	$21.50	$0.00	per SF		N
2	Park In-Lieu Fee - Unit Type:						
	a) Single-family	$30,340	$31,452	$1,112	per unit		Y
	b) Multi-family	$21,460	$22,247	$787	per unit		Y
	c) Secondary / Accessory Dwelling Unit (750sf or Larger)	$8,570	$8,884	$314	per unit	[a]	Y
	d) Junior Accessory Dwelling Unit	$0	$0	$0	per unit		N
3	Storm Drain Area Fees						
	a) R-1 Land Use	$2,120	$2,120	$0	per acre		N
	b) Multi-Family Residential Land Use	$2,385	$2,385	$0	per acre		N
	c) All Other Land Use	$2,650	$2,650	$0	per acre		N
4	Roadway Maintenance Fee	0.32%	0.32%	0.00%	% of bldg permit valuatior		N

Notes:
[a] The fee for Accessory Dwelling Units will be calculated per State law but shall not exceed the amount shown.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

HOURLY RATES FOR SPECIAL PUBLIC WORKS SERVICE REQUESTS

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	During Normal Work Hours (i.e. Non-Overtime)						
1	Administrative Analyst I	$179	$185	$7	per hour		Y
2	Administrative Analyst II	$180	$186	$7	per hour		Y
3	Arborist	$141	$146	$5	per hour		Y
4	Assistant Engineer	$187	$194	$7	per hour		Y
5	Associate Civil Engineer	$212	$219	$8	per hour		Y
6	Building Maintenance Lead Worker	$152	$157	$6	per hour		Y
7	Building Maintenance Worker	$138	$143	$5	per hour		Y
8	Building Maintenance Supervisor	$189	$196	$7	per hour		Y
9	City Engineer	$305	$316	$11	per hour		Y
10	Engineering Aide I	$126	$131	$5	per hour		Y
11	Engineering Aide II	$143	$148	$5	per hour		Y
12	Engineering Technician I	$150	$155	$5	per hour		Y
13	Engineering Technician II	$170	$176	$6	per hour		Y
14	Environmental Programs Specialist	$133	$137	$5	per hour		Y
15	Executive Assistant	$136	$141	$5	per hour		Y
16	Lighting & Traffic Signals Technician	$162	$168	$6	per hour		Y
17	Lighting & Traffic Signals Assistant	$135	$140	$5	per hour		Y
18	Lighting & Traffic Signals Supervisor	$194	$201	$7	per hour		Y
19	Maintenance Supervisor	$166	$172	$6	per hour		Y
20	Mechanic II	$135	$140	$5	per hour		Y
21	Office Assistant	$112	$116	$4	per hour		Y
22	Office Specialist	$129	$133	$5	per hour		Y
23	Park Maintenance Lead Worker	$128	$133	$5	per hour		Y
24	Park Maintenance Supervisor	$198	$206	$7	per hour		Y
25	Park Maintenance Worker I	$105	$109	$4	per hour		Y
26	Maintenance Worker I	$105	$109	$4	per hour		Y
27	Park Maintenance Worker II	$117	$121	$4	per hour		Y

City of Campbell

HOURLY RATES FOR SPECIAL PUBLIC WORKS SERVICE REQUESTS

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
28	Maintenance Worker II	$117	$121	$4	per hour		Y
29	Public Works Superintendent	$253	$262	$9	per hour		Y
30	Public Works Inspector	$182	$188	$7	per hour		Y
31	Senior Civil Engineer	$241	$250	$9	per hour		Y
32	Senior Public Works Inspector	$194	$201	$7	per hour		Y
33	Street Maintenance Field Supervisor	$168	$174	$6	per hour		Y
34	Street Maintenance Lead Worker	$128	$133	$5	per hour		Y
35	Street Maintenance Worker I	$105	$109	$4	per hour		Y
36	Street Maintenance Worker II	$117	$121	$4	per hour		Y
37	Traffic Engineer	$249	$258	$9	per hour		Y
	Overtime						
38	Administrative Analyst I	$222	$230	$8	per hour		Y
39	Administrative Analyst II	$223	$231	$8	per hour		Y
40	Arborist	$175	$181	$6	per hour		Y
41	Assistant Engineer	$232	$241	$9	per hour		Y
42	Associate Civil Engineer	$262	$272	$10	per hour		Y
43	Building Maintenance Lead Worker	$188	$195	$7	per hour		Y
44	Building Maintenance Worker	$171	$177	$6	per hour		Y
45	Building Maintenance Supervisor	$234	$242	$9	per hour		Y
46	City Engineer	n/a	n/a		per hour		N
47	Engineering Aide I	$156	$162	$6	per hour		Y
48	Engineering Aide II	$178	$184	$7	per hour		Y
49	Engineering Technician I	$186	$192	$7	per hour		Y
50	Engineering Technician II	$211	$218	$8	per hour		Y
51	Environmental Programs Specialist	$164	$170	$6	per hour		Y
52	Executive Assistant	$169	$175	$6	per hour		Y
53	Lighting & Traffic SignalsTechnician	$201	$208	$7	per hour		Y

City of Campbell

HOURLY RATES FOR SPECIAL PUBLIC WORKS SERVICE REQUESTS

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
54	Lighting & Traffic Signals Assistant	$167	$173	$6	per hour		Y
55	Lighting & Traffic Signals Supervisor	$240	$249	$9	per hour		Y
56	Maintenance Supervisor	$206	$214	$8	per hour		Y
57	Mechanic II	$168	$174	$6	per hour		Y
58	Office Assistant	$139	$144	$5	per hour		Y
59	Office Specialist	$159	$165	$6	per hour		Y
60	Park Maintenance Lead Worker	$159	$165	$6	per hour		Y
61	Park Maintenance Supervisor	$246	$255	$9	per hour		Y
62	Park Maintenance Worker I	$131	$136	$5	per hour		Y
63	Maintenance Worker I	$131	$136	$5	per hour		Y
64	Park Maintenance Worker II	$145	$150	$5	per hour		Y
65	Maintenance Worker II	$145	$150	$5	per hour		Y
66	Public Works Superintendent	$314	$325	$11	per hour		Y
67	Public Works Inspector	$225	$233	$8	per hour		Y
68	Senior Civil Engineer	$299	$310	$11	per hour		Y
69	Senior Public Works Inspector	$241	$249	$9	per hour		Y
70	Street Maintenance Field Supervisor	$208	$215	$8	per hour		Y
71	Street Maintenance Lead Worker	$159	$165	$6	per hour		Y
72	Street Maintenance Worker I	$131	$136	$5	per hour		Y
73	Street Maintenance Worker II	$145	$150	$5	per hour		Y
74	Traffic Engineer	$309	$320	$11	per hour		Y

Note: Three hour minimum for overtime call.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
EQUIPMENT USE RATES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Hourly Rate						
1	Barricades / Each	n/a	n/a				N
2	Barricades with Lights / Each	n/a	n/a				N
3	Brush Chipper (1-Hour Minimum)	$88.00	$88.00	$0.00	per hour		N
4	Bucket Truck (1-Hour Minimum)	$86.50	$86.50	$0.00	per hour		N
5	Case Loader W18B (1-Hour Minimum)	$159.00	$159.00	$0.00	per hour		N
6	Chain Saw ($15.00 Minimum)	$9.50	$9.50	$0.00	per hour		N
7	Compressors with Tools (1-Hour Minimum)	$94.00	$94.00	$0.00	per hour		N
8	Concrete Saw (1-Hour Minimum; Daily Rate Add Cost of Blades)	$31.00	$31.00	$0.00	per hour		N
9	Dump Trucks, 5 Cyl (1-Hour Minimum)	$75.00	$75.00	$0.00	per hour		N
10	Flatbed, 3/4 Ton	n/a	n/a		per hour		N
11	Forklift (1-Hour Minimum)	$31.00	$31.00	$0.00	per hour		N
12	Line Striper (1-Hour Minimum - Daily Rate Add Materials)	$95.00	$95.00	$0.00	per hour		N
13	Loader, 3-5 Ton (1-Hour Minimum)	$95.00	$95.00	$0.00	per hour		N
14	Paint Truck (1-Hour Minimum)	$75.00	$75.00	$0.00	per hour		N
15	Pick-Ups (1-Hour Minimum)	$64.00	$64.00	$0.00	per hour		N
16	Programmable Message Board	n/a	n/a		per hour		N
17	Sweepers (Minimum - $130.00)	$82.00	$82.00	$0.00	per hour		N
	Daily Rate						
18	Barricades / Each	$3.00	$3.00	$0.00	per day		N
19	Barricades with Lights / Each	$3.50	$3.50	$0.00	per day		N
20	Brush Chipper (1-Hour Minimum)	$218.00	$218.00	$0.00	per day		N
21	Bucket Truck (1-Hour Minimum)	$176.00	$176.00	$0.00	per day		N
22	Case Loader W18B (1-Hour Minimum)	$282.00	$282.00	$0.00	per day		N
23	Chain Saw ($15.00 Minimum)	$57.00	$57.00	$0.00	per day		N
24	Compressors with Tools (1-Hour Minimum)	$135.00	$135.00	$0.00	per day		N
25	Concrete Saw (1-Hour Minimum; Daily Rate Add Cost of Blades)	$65.00	$65.00	$0.00	per day		N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

EQUIPMENT USE RATES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
26	Dump Trucks, 5 Cyl (1-Hour Minimum)	$150.00	$150.00	$0.00	per day		N
27	Flatbed, 3/4 Ton	$125.00	$125.00	$0.00	per day		N
28	Forklift (1-Hour Minimum)	$119.00	$119.00	$0.00	per day		N
29	Line Striper (1-Hour Minimum - Daily Rate Add Materials)	$190.00	$190.00	$0.00	per day		N
30	Loader, 3-5 Ton (1-Hour Minimum)	$207.00	$207.00	$0.00	per day		N
31	Paint Truck (1-Hour Minimum)	$150.00	$150.00	$0.00	per day		N
32	Pick-Ups (1-Hour Minimum)	$125.00	$125.00	$0.00	per day		N
33	Programmable Message Board	$80.00	$80.00	$0.00	per day		N
34	Sweepers (Minimum - $130.00)	n/a	n/a		per day		N

* Additional equipment which must be rented by the City shall be billed at the City's actual cost plus an additional twenty percent (20%) of that cost to cover administrative expenses.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

FIRE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Operational Permits						
1	Additive Manufacturing	$436	$452	$16			Y
2	Aerosol Products (500 lbs. - Minimum)	$436	$452	$16			Y
3	Assembly (50 - 300)	$443	$459	$16			Y
4	Assembly (> 300)	$695	$720	$25			Y
5	Open Flames & Candles in Assemblies	$177	$184	$6			Y
6	Carnival/Fair	$695	$720	$25			Y
7	Cryogens	$436	$452	$16			Y
8	Dry Cleaning	$436	$452	$16			Y
9	Combustible Dust Producing Operations	$491	$509	$18			Y
10	Energy Storage Systems	$436	$452	$16			Y
11	High Piled Storage	$545	$565	$20			Y
12	Cutting & Welding	$545	$565	$20			Y
13	Liquid or Gas Fueled Vehicles in Assembly Buildings	$273	$283	$10			Y
14	Lithium Batteries (> 15 cubic feet)	$436	$452	$16			Y
15	Lumber Yards & Woodworking Plants	$436	$452	$16			Y
16	Industrial Ovens	$436	$452	$16			Y
17	Radioactives	$537	$557	$20			Y
18	Repair Garage & Motor Fuel-Dispensing	$545	$565	$20			Y
19	Spraying or Dipping Operations	$436	$452	$16			Y
20	Temporary Membrane Structures & Tents	$436	$452	$16			Y
	State Mandated Inspections						

City of Campbell

FIRE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Apartments/Hotels/Motels						
	a) 3 - 16 units	$204	$212	$7			Y
	b) 17 - 32 units	$341	$353	$12			Y
	c) 33 or more units	$477	$494	$17			Y
2	Day Care - Commercial (Less than 50)	$273	$283	$10			Y
3	Day Care - Commercial (Greater than 50)	$409	$424	$15			Y
4	Residential Care Facilities (7 - 50 People)	$572	$593	$21			Y
5	Residential Care Facilities (Greater than 50 People)	$763	$791	$28			Y
6	E Occupancies						
	a) 1 - 250 Students	$0	$0	$0			Y
	b) 251 - 500 Students	$0	$0	$0			Y
	c) > 500 Students	$0	$0	$0			Y
	Hazardous Material Permits						
1	Aboveground Facility Closure	$327	$339	$12		[a]	Y
2	Aboveground System Closure (Per System)	$545	$565	$20		[a]	Y
3	Aboveground System Installation (Per System)	$818	$848	$30		[a]	Y
4	Aboveground System Modification (Per System)	$654	$678	$24		[a]	Y
5	Haz Mat - Long Form	$818	$848	$30			Y
6	Haz Mat - Long Form (Helium Gas Only - 6 Tanks or Less)	$204	$212	$7			Y
7	Haz Mat - Short Form	$409	$424	$15			Y
8	Underground Tank Annual Permit	$1,022	$1,060	$37			Y
9	Underground System Closure (Per System)	$1,022	$1,060	$37			Y
10	Underground System Installation (Per System)	$2,725	$2,825	$100			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
FIRE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
11	Underground System Modification (Per System)	$681	$706	$25			Y
	Construction Permits - Plan Review, Permit and Inspection						
1	Architectural Review (Greater of a or b)						
	a) Minimum Fee	See Bldg Fees	See Bldg Fees				N
	b) Percent of Bldg Permit Fee	See Bldg Fees	See Bldg Fees				N
2	Automatic Sprinklers						
	a) Automatic Fire Sprinkler Systems New						
	i) 1 - 49 Heads	$545	$565	$20			Y
	ii) 50 - 100 Heads	$954	$989	$35			Y
	iii) 101 - 200 Heads	$1,363	$1,413	$50			Y
	iv) Each Additional 100 Heads	$273	$283	$10			Y
	b) Automatic Fire Sprinkler Systems - Existing (No Calculations)						
	i) 1 - 15 Heads (Over-the-Counter)	$409	$424	$15			Y
	ii) 16 - 49 Heads	$613	$636	$22			Y
	ii) 50 - 100 Heads	$818	$848	$30			Y
	iv) Each Additional 100 Heads	$136	$141	$5			Y
	c) Automatic Fire Sprinkler Systems - Existing (With Calculations)						
	i) 1 - 49 Heads	$818	$848	$30			Y
	ii) 50 - 100 Heads	$1,145	$1,187	$42			Y
	iii) 101 - 200 Heads	$1,472	$1,526	$54			Y
	iv) Each Additional 100 Heads	$273	$283	$10			Y
	d) Residential 13D - Single Family	$545	$565	$20			Y
3	Fire Alarm Systems						
	a) Non-High Rise and Non R-2 Occupancies						
	i) 1 - 20 Devices	$818	$848	$30			Y
	ii) 21 - 40 Devices	$954	$989	$35			Y
	iii) 41 - 100 Devices	$1,363	$1,413	$50			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

FIRE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	iv) 101 - 200 Devices	$2,044	$2,119	$75			Y
	v) Each Additional 50 Devices	$409	$424	$15			Y
	b) With Pre-Wire Inspection Required (High Rise and R-2 Occupancies)						
	i) 1 - 20 Devices	$1,090	$1,130	$40			Y
	ii) 21 - 40 Devices	$1,635	$1,695	$60			Y
	iii) 41 - 100 Devices	$2,317	$2,402	$85			Y
	iv) 101 - 200 Devices	$2,998	$3,108	$110			Y
	v) Each Additional 50 Devices	$409	$424	$15			Y
	c) 10% Re-Certification Fee	$409	$424	$15			Y
4	Emergency Alarm System						
	a) New System	$1,090	$1,130	$40			Y
	b) System Modification	$545	$565	$20			Y
5	Fire Pump Installation	$681	$706	$25			Y
6	Underground Fire Service Systems						
	a) Fire Sprinkler System - No Hydrants	$681	$706	$25			Y
	b) Repairs	$681	$706	$25			Y
7	On-Site Hydrant Systems - without automatic sprinklers						
	a) Base Fee	$886	$918	$32			Y
	b) Plus, Fee Per Hydrant	$84	$88	$3			Y
8	Special Systems (Leak Detection, Halon, CO2, Hood Standpipe)						
	a) Hood	$695	$720	$25			Y
	b) Leak Detection, Halon, CO2, etc.	$695	$720	$25			Y
9	Demolition						
	a) Demolition of Building	$273	$283	$10			Y
	b) Demolition of Fire Protection System	$409	$424	$15			Y
10	Roadways - Gates, Barriers, and Traffic Calming Devices	$273	$283	$10			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

FIRE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Planning and Subdivision Review Services						
1	Pre-Application, Entitlement, Subdivision, Permit Review, etc.	$218	$226	$8	per hour		Y
	Other Services						
1	Inspection Outside of Regular Office Hours (per hour)	$327	$339	$12	per hour; 1-hr min.		Y
2	Additional Inspection (courtesy, re-inspection, phasing) (per hour)	$218	$226	$8	per hour	[b]	Y
3	Excess Plan Check (4th and subsequent) (per hour)	$218	$226	$8	per hour; 1-hr min.		Y
4	Special Inspections (per hour)	$218	$226	$8	per hour; 1-hr min.		Y
5	Variance Application (Alternate Methods & Materials)	$545	$565	$20			Y
6	Services Performed but not Otherwise Listed in this Fee Schedule (per hour)	$218	$226	$8	per hour		Y
7	Microfiche Fees/ Digital Imaging						
	a) Minimum Fee	$2	$2	$0			N
	i) Plan Sheet (Cost Per Sheet)	$1	$1	$0	per sheet		N
	ii) Source Page (Cost Per Page)	$1	$1	$0	per page		N
	iii) Reproduction of Microfiche (Plan Sheet, Cost Per Sheet)	$4	$4	$0	per sheet		N
	iv) Reproduction of Microfiche (Source Page)	$1	$1	$0	per page		N
8	Failure to Obtain/Maintain Required Permits	Double Fee of Required Permit	Double Fee of Required Permit				N
	Operations						
1	Records Search	$76	$76	$0	per hour; 1-hr min.		N
2	CPR Classes (Per Person)	$36	$36	$0			N
3	Non-Emergency Standby/After Hours Inspection	$3,271	$3,271	$0			N

[a] Additional closure fees may be required based on the type and number of hazardous materials systems closed.

[b] Re-inspection fee applies applies after second re-inspection.

* Fees are set by the City but administered by Santa Clara County Fire Department.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

FIRE FEES

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust

* Fees apply to only those quantities of materials or operations that require permits in accordance with the Fire Code.

* Excluding penalties, annual Fire Code Permit fees shall not exceed $1,000 per business location.

* Failure to submit and maintain the following correct and current Hazardous Materials Documents: HMIS (before bringing hazardous materials into City and thereafter), HMMP (within 30 days of notification and thereafter), HMMP (within 30 days of notification and thereafter), Closure Permit (30 Days Prior), CEQA Application (before bringing hazardous material into City), the fee will double as a result of non-compliance.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Report / Recording / Records Fees						
1	Police Report Fee					[a]	
	a) Up to ten pages	No charge	No charge		per report	[b]	N
	b) Each Add'l page after first 10 pages	$0.10	$0.10	$0.00	per page		N
2	CAD Incident Report					[a]	
	a) Up to ten pages	No charge	No charge				N
	b) Each Add'l page after first 10 pages	$0.10	$0.10	$0.00	per page		N
3	Audio Recording Copy Fees					[a]	
	a) Discovery						
	i) CD/DVD	$2	$2	$0	each		N
	ii) USB/Flash Drive	$8	$8	$0	each		N
	iii) Hourly Rate for Reproduction	$24	$24	$0	per hour	[c]	N
	b) Dispatch						
	i) CD/DVD	$2	$2	$0	each		N
	ii) USB/Flash Drive	$8	$8	$0	each		N
	iii) Hourly Rate for Reproduction	$24	$24	$0	per hour	[c]	N
4	Arrest Log Release	No Charge	No Charge		per page	[a]	N
5	Research/Archiving	$24	$24	$0	per hour	[d]	N
	Vehicle Release / Impound / Repossession Fees						
6	Vehicle Release						
	a) Storage / Impound	$180	$187	$7			Y
	b) 30 Day Impound	$205	$213	$8			Y
7	Vehicle Repossession Fee	$15	$15	$0		[e]	N
	Citation Sign-off Fees						

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
8	Citation Sign-off						
	a) Campbell Police Department Issued Citation	No charge	No charge				N
	b) Citation Issued by Other Agency (Non-Campbell PD)	$15	$15	$0			N
	DUI Response Cost Recovery						
9	Driving Under the Influence - Cost Recovery (Hourly Rate)						
	a) Community Service Officer (CSO)	$64	$67	$2	per hour		Y
	b) Police Officer	$121	$125	$4	per hour		Y
	c) Police Agent	$121	$125	$4	per hour		Y
	d) Police Sergeant	$157	$163	$6	per hour		Y
	False Alarm Response						
10	False Alarm Fee						
	a) Up to three false alarms	$0	$0	$0	each		Y
	b) 4th - 6th Alarm	$225	$233	$8	each		Y
	c) 7th - 9th Alarm	$275	$285	$10	each		Y
	d) 10th Alarm and Each Additional Alarm after 10	$325	$337	$12	each		Y
	Permit / License Application Review						
11	Arcade and Semiarcade Permits						
	a) Arcade	$820	$850	$30			Y
	b) Semiarcade	$685	$710	$25			Y
12	Block Party Permit	$125	$130	$5			Y
13	Concealed Weapon Permit						
	a) New	$330	$330	$0	plus DOJ fees		N
	b) Renewal	$25	$25	$0	plus DOJ fees	[f]	N
	c) Psychological Testing	$125	$125	$0	plus DOJ fees	[f]	N

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	d) Modification of Permit	$10	$10	$0	plus DOJ fees	[f]	N
14	Firearms and Ammunition Sales Permit (Business)						
	a) New	$820	$850	$30			Y
	b) Renewal	$259	$268	$9			Y
15	Hypnotherapy	$820	$850	$30			Y
16	Live Entertainment Permit	$1,325	$1,374	$49			Y
17	Massage						
	a) Massage Establishment (Owner Not State Certified)						
	i) New	$920	$920	$0			N
	ii) Renewal	$330	$330	$0			N
	b) Massage Establishment (Owner State Certified)						
	i) New	$0	$0	$0		[g]	N
	ii) Renewal	$0	$0	$0		[g]	N
	c) Massage Therapist / Trainee						
	i) New (State Certified)	$0	$0	$0		[g]	N
	ii) Renewal (State Certified)	$0	$0	$0		[g]	N
18	Medical Marijuana Delivery Registration						
	a) New	$2,119	$2,197	$78			Y
	b) Renewal	$1,060	$1,098	$39			Y
19	Pawnbrokers and Secondhand Dealers						
	a) New	$550	$570	$20			Y
	b) Renewal	$140	$145	$5			Y
20	Pool or Billiards Permit						
	a) Two or More Tables	$820	$850	$30			Y

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	b) One Table Only	$65	$67	$2			Y
21	Sexually Oriented Business Permit						
	a) New	$1,320	$1,368	$48			Y
	b) Renewal	$820	$850	$30			Y
22	Taxicab Owner's License	$964	$964	$0			N
23	Tow Car Operator Permit / Tow Truck Driver Certificate						
	a) Tow Car Operator Permit	$2,590	$2,685	$95			Y
	b) Tow Truck Driver Certificate						
	i) New	$50	$50	$0		[h]	N
	ii) Renewal	$12	$12	$0		[h]	N
24	Used Car Dealer - Retail Only	$270	$280	$10			Y
	Other						
25	Naturalization VISA Letter	$38	$39	$1			Y
26	Security Services - Outside Work Assignments						
	a) Reserve Officer	$79	$82	$3	per hour; 2-hr min.		Y
	b) Officer	$156	$162	$6	per hour; 2-hr min.		Y
	c) Sergeant	$200	$207	$7	per hour; 2-hr min.		Y
27	**Firearms Storage**						
	a) Administrative Fee	$245	$254	$9	flat fee	[i],[j]	Y
	b) Daily Storage Fee	$1	$1	$0	per firearm/per day	[i],[j]	Y

Notes:
[a] Per Government Code 6253(b) and City Attorney.
[b] No fee for victims of violent crime or domestic violence.

City of Campbell
POLICE FEES

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust

[c] Fee based on rate allowed per Evidence Code Section 1563(b)(1).

[d] Maximum amount allowed per Evidence Code Section 1563(b)(1). Fees apply only to research/archiving pursuant to a subpoena.

[e] Maximum amount allowed per Government Code Section 41612.

[f] Maximum allowed per Penal Code Section 26190.

[g] Fee administered via State certification process.

[h] Maximum amount allowed per Vehicle Code Section 2431.

[i] For firearms taken per restraining order or for safekeeping and as a result of a domestic violence or mental health hold.

[j] Fee payable upon releasing firearm(s) to owner and may be waived (fully or partially) upon administrative approval.

City of Campbell

PARKING CITATION FINES

	Code	Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Note	CPI Adjust
	CMC						
1	10.24.015	Stored on Street Over 72 Hours	$70	$70	$0	$70	N
2	10.24.040	No Parking or Stopping Signs/Permit Parking	$40	$40	$0	$40	N
3	10.24.065a	Disobeyed Curb Markings (Red/White; Yellow/Green)	$40	$40	$0	$40	N
4	10.24.095c	Limited Time Parking	$40	$40	$0	$40	N
5	10.24.135	Commercial Truck 10PM to 6AM	$70	$70	$0	$70	N
6	10.24.140	Parking Out of Marked Space	$40	$40	$0	$40	N
7	10.24.160	Removal of Markings	$70	$70	$0	$70	N
8	10.28.030a	Commercial Truck in Yard/Driveway	$70	$70	$0	$70	N
9	10.28.030b	Commercial Truck Over Two Hours (6AM to 10PM)	$70	$70	$0	$70	N
10	13.040.120	Parking After Hours City/County Parks	$40	$40	$0	$40	N
	VC						
11	22500a	Parking Within an Intersection	$40	$40	$0	$40	N
12	22500e	Blocking Driveway	$40	$40	$0	$40	N
13	22500f	Parking on Sidewalk	$40	$40	$0	$40	N
14	22500.1	Fire Lane	$40	$40	$0	$40	N
15	22502a	Wrong Way/18" (Inches) From Curb	$40	$40	$0	$40	N
16	22507.8a	Handicap Parking	$300	$300	$0	$300	N
17	22507.8b	Obstruct / Block Handicap Parking	$300	$300	$0	$300	N
18	22507.8c (2)	Crosshatch Lines Next to Handicap Stall	$300	$300	$0	$300	N
19	22514	Fire Hydrant	$40	$40	$0	$40	N
20	22521	Within 7 ½' (Feet) of Railroad Tracks	$40	$40	$0	$40	N
21	22523 (A)	Abandoned Towed	$70	$70	$0	$70	N
22	40226	Handicap Dismissal	$25	$25	$0	$25	N
23	5204(a)	No current Registration Tags	$70	$70	$0	$70	N
24	5200	No Front/Rear Plate	$40	$40	$0	$40	N
25	4000(a) (1)	Expired Registration	$70	$70	$0	$70	N

* Delinquent Penalty Assessment - Double the Fine Amount.

** All Other Parking Violation Fine Amounts Not Specifically Listed Will be $40.00.

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

A. Definition of Terms:

a. **NON-PROFIT:** To qualify for non-profit rates, customers must provide a copy of their letter of non-profit status from the California Secretary of State's office with their non-profit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

b. **SPECIAL PEAK RATES:** Special peak rates are for the following reservations:

i. Public meetings held by elected representatives serving the Campbell area

ii. Local election candidate forums sponsored by a non-profit organization, polling and/or trainings offered by the local Registrar of voters

iii. Meetings offered by either of the Campbell school districts (CUHSD and CUSD)

iv. Public meetings by other governmental agencies that serve Campbell residents

v. Events by non-profit organizations who have assumed leadership for events once provided by the City

vi. Programs and activities for which there is no entry fee for participation or attendance offered by local non-profit organizations

vii. Community Center Tenants

viii. Events sponsored by/for Campbell High School Alumni groups

ix. Meetings or trainings by school districts or other governmental agencies that are not open to the public

The above listed reservations can use the facility during non-peak time with basic staffing levels (2 building attendants or 1 technician) any charges above this will be assessed at the time of booking. The CUSD & CUHSD are limited to 3 uses per year.

c. **CAMPBELL RESIDENT:** To qualify for Campbell Resident discount, customers must provide proof of residency (i.e. driver's license, utility bill etc.). Permit holder and payee must be in the same name to qualify for resident discount.

B. Resident Discount:

Campbell Residents paying for a rental will be given the following discount on building rental rates:

$25 Per hour discount for rental of the full Orchard City Banquet Hall

$5 Per hour discount for all other building rental rates

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

C. Facility rental fees for uses occurring during off-peak (normal operating) hours shall be assessed as follows:

(Monday through Thursday, 8:00am - 10:00pm and Fridays 8:00am to 5:00pm, except on recognized City holidays)

		FY 23/24 Fee		FY 24/25 Fee		Increase / (Decrease)		CPI Adjust
		Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	
Orchard City Banquet Hall with Kitchen	per hr.	$135	$115	$135	$115	$0	$0	N
Orchard City Banquet Hall (North or South)	per hr.	$95	$75	$95	$75	$0	$0	N
Kitchen in OCBH	per hr.	$56	$51	$56	$51	$0	$0	N
Roosevelt Rm. (Q-80)	per hr.	$95	$75	$95	$75	$0	$0	N
Mary Campbell (Q-84)	per hr.	$70	$60	$70	$60	$0	$0	N
Multi-Purpose (M-50)	per hr.	$85	$75	$85	$75	$0	$0	N
Adult Ctr. Meeting Room (C-35)	per hr.	$70	$60	$70	$60	$0	$0	N
Dance Studios (M-47, N-76)	per hr.	$65	$55	$65	$55	$0	$0	N
Conference Rm. (E-44)	per hr.	$55	$45	$55	$45	$0	$0	N
Board Rm. (E-42)	per hr.	$55	$45	$55	$45	$0	$0	N

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City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

C. Facility rental fees for uses occurring during off-peak (normal operating) hours shall be assessed as follows:

(Monday through Thursday, 8:00am - 10:00pm and Fridays 8:00am to 5:00pm, except on recognized City holidays)

		FY 23/24 Fee		FY 24/25 Fee		Increase / (Decrease)		CPI Adjust
		Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	
Main Gym (Bldg. P)	per hr.	$80	$70	$80	$70	$0	$0	N
Auxiliary Gym (Bldg. N)	per hr.	$70	$60	$70	$60	$0	$0	N
CCC Plaza	per hr.	$41	$36	$41	$36	$0	$0	N
Vacant Leased Space	per hr.	$55	$45	$55	$45	$0	$0	N
Swimming Pool Rental	per hr.	$0	$0	$200	$200	$200	$200	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

D. Facility rental fees for uses during peak (NON-OPERATING) hours shall be assessed as follows:

		FY 23/24 Fee			FY 24/25 Fee			Increase / (Decrease)			CPI Adjust
		Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	
Orchard City Banquet Hall w/ Kitchen	per hr.	$100	$250	$200	$100	$250	$200	$0	$0	$0	N
Orchard City Banquet Hall (North or South)	per hr.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N
Roosevelt Rm. (Q-80)	per hr.	$52	$130	$105	$52	$130	$105	$0	$0	$0	N
Mary Campbell (Q-84)	per hr.	$35	$95	$70	$35	$95	$70	$0	$0	$0	N
Multi-Purpose (M-50)	per hr.	$47	$120	$95	$47	$120	$95	$0	$0	$0	N
Adult Ctr. Meeting Room (C-35)	per hr.	$35	$95	$70	$35	$95	$70	$0	$0	$0	N
Dance Studios (M-47, N-76)	per hr.	N/A	$80	$70	N/A	$80	$70	N/A	$0	$0	N
Conference Rm. (E-44)	per hr.	$25	$75	$50	$25	$75	$50	$0	$0	$0	N
Board Rm. (E-42)	per hr.	$25	$75	$50	$25	$75	$50	$0	$0	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

D. Facility rental fees for uses during peak (NON-OPERATING) hours shall be assessed as follows:

		FY 23/24 Fee			FY 24/25 Fee			Increase / (Decrease)			CPI Adjust
		Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	Special Peak Rates	Base Hourly Rate	Non-Profit Hourly Rate	
Main Gym (Bldg. P)	per hr.	$48	$105	$95	$48	$105	$95	$0	$0	$0	N
Auxiliary Gym (Bldg. N)	per hr.	$38	$85	$75	$38	$85	$75	$0	$0	$0	N
CCC Plaza	per hr.	$23	$51	$46	$23	$51	$46	$0	$0	$0	N
Vacant Leased Space	per hr.	$0	$0	$0	$25	$75	$50	$25	$75	$50	N
Swimming Pool Rental	per hr.	$0	$0	$0	$200	$200	$200	$200	$200	$200	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

E. Equipment Rental & Fees

Meeting Room Equipment	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	CPI Adjust
a) Coffee Urn - 100 Cup	$10	$15	$5	per day	N
b) Coffee Urn - 35 Cup	$5	$10	$5	per day	N
c) Directional Sandwich Signs	free with room rental	free with room rental	N/A	per day	N
d) LCD Projector	$100	$100	$0	per day	N
e) Podium	free with room rental	free with room rental	N/A	per day	N
f) Portable Easel (Each Easel)	$5	$10	$5	per day	N
g) Portable Easel with Easel Pads (Each Easel)	$25	$30	$5	per day	N
h) Portable Projection Screen	$10	$15	$5	per day	N
i) Portable PA Systems	$100	$100	$0	per day	N
j) Stanchions	$25	$25	$0	per day	N
k) Microphone	$10	$20	$10	per day	N
l) In-House Sound System (Roosevelt Room Q-80 & Orchard City Banquet Hall)	$0	$50	$50	per day	N

Athletic Equipment	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	CPI Adjust
a) Basketball Scoreboard Control (portable)	$25	$25	$0	per day	N
~~b) Football Scoreboard Control~~	~~$10~~	~~$0~~	~~($10)~~	~~per day~~	~~N~~

F. Processing Fees

1. All applications are subject to a non-refundable $25 Processing Fee.
2. Any changes in time, date(s) or use made to a multi-use permit, or made less than thirty (30) days prior to a one-time use, are subject to an additional $25 Processing Fee.

G. Additional Charges

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Community Center Building Use Fees

1. A janitorial service fee of $100 will be required for all rentals serving food and in excess of 75 participants.
2. A security service fee will be required for all rentals serving alcohol and in excess of 75 participants. Fees associated with security cover two (2) officers for a minimum of 6 hours for service. The minimum security ~~additional~~ charge is $600. All events exceeding 6 hours or 75 attendees will incur ~~an~~ additional ~~$100 per hour~~ security charges.
3. Uses which extend beyond the approved reserved time will be charged at 1½ times the normal rental rate.
4. Uses which extend beyond 12:00 midnight are not permitted and will be charged at two (2) times the normal rental rate.
5. Rental of the Swimming Pool will require the City to schedule certified lifeguards on-site for the duration of the pool rental. A minimum of two (2) Lifeguards will be required for rentals and the total number of Lifeguards will be determined by the Recreation Specialist or Department Designee at the time of the facility request. Each Lifeguard will be charged at $25 per hour.
6. Reservations for recognized City holidays and dates between Christmas Eve and New Years Day are subject to additional fees to cover staff holiday pay (1½ times the normal rental rate), when staff can be obtained to take the assignment. (Non-profits and Special Rate requestors are not exempt from these additional fees).

H. Deposits

Facility	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	CPI Adjust
a) Use of Orchard City Banquet Hall	$800	$800	$0	deposit	N
b) Uses of Roosevelt Room (Q-80), Multi-Purpose Room (M-50), or Activity Room (E-46)	$500	$500	$0	deposit	N
c) Uses of Activity or Meeting Rooms	$200	$200	$0	deposit	N
d) Uses of Gymnasiums	$200	$200	$0	deposit	N
e) Plaza	$200	$200	$0	deposit	N
f) Use of Swimming Pool	$0	$500	$500	deposit	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

A. Grounds

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
~~Application Fee~~	$25	~~$25~~	$0	N
Security Deposit	$500	$500	$0	N
Additional Rental Hours (Sat)	$300 per hour	$300 per hour	$0	N
Additional Rental Hours (Fri/Sun)	$275 per hour	$275 per hour	$0	N
Cleaning Fee	$150 per event	$150 per event	$0	N
Event Coordinator Additional Consult.	$50 per hour	$50 per hour	$0	N

Campbell Residents will be given a 10% discount on all event rental rates.

Description	FY 23/24 Fee				FY 24/25 Fee				Increase / (Decrease)				CPI Adjust
	4 hours	6 hours	8 hours	10 hours	4 hours	6 hours	8 hours	10 hours	4 hours	6 hours	8 hours	10 hours	
Fridays and Sundays	$1,080	$1,620	$2,160	$2,700	$1,080	$1,620	$2,160	$2,700	$0	$0	$0	$0	N
Saturdays	$1,200	$1,800	$2,400	$3,000	$1,200	$1,800	$2,400	$3,000	$0	$0	$0	$0	N

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Other Rentals				
Fund Raising Groups and Commercial Filming	50% Surcharge $750 / 4 hours $175 / hr. for each add'l hr.	50% Surcharge $750 / 4 hours $175 / hr. for each add'l hr.	$0	N
Non-Commercial Photography	$100 per hour	$100 per hour	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

B. Tour Fees - Ainsley House

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Adults	$8	$10	$2	N
Seniors	$6	$8	$2	N
Youth (7 - 17)	$4	$6	$2	N
Children (Under 7)	Free	Free	Free	N
Members	Free	Free	Free	N
Holidays Only (11/15 - 12/20):				
Adults	$10	$12	$2	N
Seniors	$8	$10	$2	N
Youth	$6	$8	$2	N

C. Group Tours - Ainsley House

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Groups (10 or More)				
Adults	$5	$5	$0	N
Seniors	$5	$5	$0	N
Youth (7 - 17)	$5	$5	$0	N
Children (Under 7)	Free	Free	Free	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

D. Carriage House

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
~~Application Fee~~	$25	$0	($25)	N
Security Deposit	$500	$500	$0	N
Room Rental Rate	$75 per hour	$75 per hour	$0	N
Docent Led Tour:				
Up to 15 People	$25 per hour	$25 per hour	$0	N
Up to 30 People	$50 per hour	$50 per hour	$0	N
Open Ainsley House Walk-Through	$50 per hour	$50 per hour	$0	N

(1- hour minimum)

E. Admission Fees - Historical Museum

Description	FY 23/24 Fee		FY 24/25 Fee		Increase / (Decrease)		CPI Adjust
	Museum Ticket	Combined Ticket *	Museum Ticket	Combined Ticket *	Museum Ticket	Combined Ticket *	
Adults	$2	$9	$5	$14	$3	$5	N
Seniors	$2	$7	$5	$12	$3	$5	N
Youth (7 - 17)	$2	$5	$5	$10	$3	$5	N
Children (Under 7)	Free	Free	Free	Free	Free	Free	N
Members	Free	Free	Free	Free	Free	Free	N

* Combined ticket = Ainsley House / Historical Museum

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

F. School Program - Historical Museum & Ainsley House

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Minimum for Classes of up to 20 Students	$120	$120	$0	N
Each Additional Student	$6	$6	$0	N
Chaperones	Free	Free	Free	N
Ohlone Rental Program				
Educational Trunk Rental	$60 per month	$60 per month	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

G. Museum Staff Research - Research of archival records and photographs**:**

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Personal Use				
~~Photocopies:~~				
~~8.5" x 11"~~	$0.25 per page	~~$0.00 per page~~	($0.25)	N
~~8.5" x 14"~~	$0.50 per page	~~$0.00 per page~~	($0.50)	N
~~11" x 17"~~	$1.00 per page	~~$0.00 per page~~	($1.00)	N
Digital Images:				
New Scan	$20 per image	$20 per image	$0	N
Image of Existing Scans	$10 per image	$10 per image	$0	N
Scanning and Printing on Photo Paper	Not provided	Not provided		
Commercial Use: For one-time use. Fees are per image.				
Use in a Book:				
For-Profit Entity	$150 per image	$150 per image	$0	N
Non-Profit Organization	$35 per image	$35 per image	$0	N
Editorial Use (magazine or non-scholarly journal):				
For-Profit Entity	$75 per image	$75 per image	$0	N
Non-Profit Organization	$25 per image	$25 per image	$0	N
Scholarly Publication	$10 per image	$10 per image	$0	N
Advertising (non-editorial, book covers, flyer / brochure / art work in a place of business, etc.):				
For-Profit Entity	$150 per image	$150 per image	$0	N
Non-Profit Organization	$35 per image	$35 per image	$0	N
Video/TV/Film/DVD:				
For-Profit Entity	$150 per image	$150 per image	$0	N
Non-Profit Organization	$35 per image	$35 per image	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Ainsley House / Museum Fee Schedules

G. Museum Staff Research - Research of archival records and photographs**:**

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Exhibition:				
For-Profit Entity	$100 per image	$100 per image	$0	N
Non-Profit Organization	$25 per image	$25 per image	$0	N
Internet / Website:				
For-Profit Entity	$100 per image	$100 per image	$0	N
Non-Profit Organization	$25 per image	$25 per image	$0	N
Other Fees				
~~Creating a CD of Scanned Photographs/Documents~~	$5 per CD	~~$5 per CD~~	$0	N
~~Shipping~~	$5 per shipment	~~$5 per shipment~~	$0	N
Staff Research Time (applies to research only)*	$30 per hour; $15 min.	$40 per hour; $15 min.	$10	N

**Non-Public Records Act (PRA) related requests*

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Picnic Areas and Facilities

All reservations are subject to a non-refundable $25.00 processing fee in addition to the fees below.

A. Picnic Areas & Facilities - CAMPBELL RESIDENTS

Facility	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
John D. Morgan Park				
Area 1 (120 Persons Maximum)	$130 per day	$130 per day	$0	N
Area 2 (80 Persons Maximum)	$90 per day	$90 per day	$0	N
Area 3 (50 Persons Maximum)	$60 per day	$60 per day	$0	N
Area 4 (50 Persons Maximum)	$60 per day	$60 per day	$0	N
Area 5 (30 Persons Maximum)	$40 per day	$40 per day	$0	N
Area 6 (10 Persons Maximum)	$20 per day	$20 per day	$0	N
Area 7 (10 Persons Maximum)	$20 per day	$20 per day	$0	N
Area 8 (10 Persons Maximum)	$20 per day	$20 per day	$0	N
Area 9 (20 Persons Maximum)	$30 per day	$30 per day	$0	N
Edith Morley Park				
Picnic Area (35 Persons Maximum)	$60 per day	$60 per day	$0	N
Picnic Area & Turf (100 Persons Maximum)	$100 per day	$100 per day	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Picnic Areas and Facilities

All reservations are subject to a non-refundable $25.00 processing fee in addition to the fees below.

B. Picnic Areas & Facilities - NON-RESIDENTS

Facility	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
John D. Morgan Park				
Area 1 (120 Persons Maximum)	$180 per day	$180 per day	$0	N
Area 2 (80 Persons Maximum)	$140 per day	$140 per day	$0	N
Area 3 (50 Persons Maximum)	$110 per day	$110 per day	$0	N
Area 4 (50 Persons Maximum)	$110 per day	$110 per day	$0	N
Area 5 (30 Persons Maximum)	$90 per day	$90 per day	$0	N
Area 6 (10 Persons Maximum)	$70 per day	$70 per day	$0	N
Area 7 (10 Persons Maximum)	$70 per day	$70 per day	$0	N
Area 8 (10 Persons Maximum)	$70 per day	$70 per day	$0	N
Area 9 (20 Persons Maximum)	$80 per day	$80 per day	$0	N
Edith Morley Park				
Picnic Area (35 Persons Maximum)	$90 per day	$90 per day	$0	N
Picnic Area & Turf (100 Persons Maximum)	$170 per day	$170 per day	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
RECREATION & COMMUNITY SERVICES FEES

Park Facility Fees

A. Definition of Terms

a. **NON-PROFIT:** To qualify for non-profit rates, customers must provide a copy of their letter of non-profit status from the California Secretary of State's office with their non-profit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

B. Processing Fees & Deposits

a. All reservations are subject to a $25 non-refundable processing fee in addition to park fees and deposits.

b. $200 deposit per field

c. $500 deposit per site:

i. For special events

ii. Sports Leagues

C. Schedule of Fees

	FY 23/24 Fee		FY 24/25 Fee		Increase / (Decrease)			
	Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	Base Hourly Rate	Non-Profit Hourly Rate	Charge Basis	CPI Adjust
John D. Morgan Park Soccer Bowl	$30	$25	$30	$25	$0	$0	per hr.	N
John D. Morgan Park Athletic Field	$25	$20	$25	$20	$0	$0	per hr.	N
Community Center Stadium Field	$50	$30	$50	$30	$0	$0	per hr.	N
Community Center Stadium Track	$20	$15	$20	$15	$0	$0	per hr.	N
Community Center Athletic Field	$25	$20	$25	$20	$0	$0	per hr.	N
Community Center Concession Stand	$40	$35	$40	$35	$0	$0	per hr.	N
Handball Court (CCC)	$25	$20	$25	$20	$0	$0	per hr.	N
Handball Court Tournament (CCC)	$250	$250	$250	$250	$0	$0	per day	N
Field Use Tournament	$300	$300	$300	$300	$0	$0	per day	N
Sand Volleyball Court (JDM)	$25	$20	$25	$20	$0	$0	per hr.	N
Horseshoe Pit (JDM)	$10	$6	$10	$6	$0	$0	per hr.	N
Non-Exclusive Use Permit (Under 10 People)	$25	$25	$25	$25	$0	$0	per hr.	N
Non-Exclusive Use Permit (10-20 People)	$30	$30	$30	$30	$0	$0	per hr.	N
Non-Exclusive Use Permit (21-99 People)	$35	$35	$35	$35	$0	$0	per hr.	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Park Facility Fees

D. Special Events in Parks

Note: Not all fees are applicable to all events. This table summarizes special event fees that may be due in excess of any facility use fees applicable for the nature, size and location of the proposed event. All reservations are subject to a non-refundable $25.00 processing fee in addition to the fees below.

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Administrative Review Fee	No Charge	No Charge	No Charge	N
Application Fee	$25	$25	$0	N
Event Day Staff Support:				
Recreation	$40 per hour	$40 per hour	$0	N
Others	Per the PW / PD fee schedules	Per the PW / PD fee schedules	Per the PW / PD fee schedules	N
Facility Use Fee	Per the Facility Use Policy	Per the Facility Use Policy	Per the Facility Use Policy	N
Security / Clean-Up Deposit	$500 per event	$500 per event	$0	N
Park Special Event Fee	$850 per day	$850 per day	$0	N
New Event Fee	$100 per event	$100 per event	$0	N
Electrical Access (Orchard City Green, Campbell Community Center Stadium & Campbell Park Only)	$194	$194	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

A. Theatre Rates for Non-Peak Days (Monday - Wednesday)

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Base Rent (Up to an 8-Hour Period on One Day)	$550 per day	$550 per day	$0	N
Additional Time (On the Same Event Day)	$125 per hour	$125 per hour	$0	N
Rehearsal Time (Up to an 8-Hour Period on One Day)	$375 per day	$375 per day	$0	N
Additional Rehearsal Time (On the Same Day)	$125 per hour	$125 per hour	$0	N
Standard Sound Equipment (Up to Two Microphones)	No charge*	No charge*		N
**Sound Tech hourly rates are applied for microphone usage*				
Full Sound Equipment (Full Use of Sound System)	$125 per day	$125 per day	$0	N
Minimum Lighting Equipment (Stage Wash Only)	$125 per day	$125 per day	$0	N
Maximum Lighting Equipment (no movers)	$400 per day	$400 per day	$0	N
	$700 2 days same contract	$700 2 days same contract	$0	N
	$900 3 days same contract	$900 3 days same contract	$0	N
	$1,750 7 days same contract	$1,750 7 days same contract	$0	N
	$1,750 + $225/day + 7 days same contract	$1,750 + $225/day + 7 days same contract	$0	N
Maximum Lighting Equipment (w/ movers)	$925 per day	$925 per day	$0	N
	$1,200 2 days same contract	$1,200 2 days same contract	$0	N
	$1,500 3 days same contract	$1,500 3 days same contract	$0	N
	$1,900 7 days same contract	$1,900 7 days same contract	$0	N
	$1,900 + $300/day + 7 days same contract	$1,900 + $300/day + 7 days same contract	$0	N

B. Theatre Rates for Peak Days (Thursday - Sunday)

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Base Rent (Up to an 8-Hour Period on One Day)	$800 per day	$800 per day	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees				
Additional Time (On the Same Event Day)	$125 per hour	$125 per hour	$0	N
Rehearsal Time (Up to an 8-Hour Period on One Day)	$500 per day	$500 per day	$0	N
Additional Rehearsal Time (On the Same Day)	$125 per hour	$125 per hour	$0	N
Standard Sound Equipment (Up to Two Microphones)	No charge*	No charge*	No charge*	N
**Sound Tech hourly rates are applied for microphone usage*				
Full Sound Equipment (Full Use of Sound System)	$200 per day	$200 per day	$0	N
Minimum Lighting Equipment (Stage Wash Only)	$175 per day	$175 per day	$0	N
Maximum Lighting Equipment (no movers)	$475 per day	$475 per day	$0	N
	$850 2 days same contract	$850 2 days same contract	$0	N
	$1,125 3 days same contract	$1,125 3 days same contract	$0	N
	$1,975 7 days same contract	$1,975 7 days same contract	$0	N
	$1,975 + $250/day + 7 days same contract	$1,975 + $250/day + 7 days same contract	$0	N
Maximum Lighting Equipment (w/ movers)	$1,000 per day	$1,000 per day	$0	N
	$1,275 2 days same contract	$1,275 2 days same contract	$0	N
	$1,575 3 days same contract	$1,575 3 days same contract	$0	N
	$2,050 7 days same contract	$2,050 7 days same contract	$0	N
	$2,050 + $300/day + 7 days same contract	$2,050 + $300/day + 7 days same contract	$0	N

C. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent (whichever is higher). Exceptions to this policy will be made for Primary Partners and fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. $100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theatre Manager.

D. **The Theatre may be rented to approved "Primary Partner" clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.

E. **Late Booking Fee –** A late booking fee will be assessed for any event booked less than 30 days in advance. The late booking fee is 10% of estimated rental charges (minus deposit) or $300 flat, whichever is higher.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

F. Fees for Additional Services will be charged as follows:

Description	FY 23/24 Fee	FY 23/24 Fee	Increase / (Decrease)	CPI Adjust
Box Office Fee	$700 per contract	$700 per contract	$0	N
Credit Card ticket transaction fees	4% per transaction	4% per transaction	0%	N
Labor (all billed at 4-hour minimum) *				
Production Manager / Technical Director	$60 per hour	$60 per hour	$0	N
Technical Staff	$50 per hour	$50 per hour	$0	N
Stagehand	$40 per hour	$40 per hour	$0	N
House / Event Staff	$40 - $50 per hour	$40 - $50 per hour	0	N
Professional Event Staff / Security	$45 per hour (6hr minimum)	$45 per hour (6hr minimum)	$0	N
Lighting System	(See Peak Day Rates)	(See Peak Day Rates)		N
Janitorial Fee - Rehearsal	$175 per day	$175 per day	$0	N
Janitorial Fee - Performance	$225 per performance	$225 per performance	$0	N
Janitorial Fee for Food/Beverage	$250 per day	$250 per day	$0	N
Marley Floor Rental	$200 plus labor	$200 plus labor	$0	N
Marquee Sign Postings	$33 per week	$33 per week	$0	N
Marquee Sign Postings	$15 per change	$15 per change	$0	N
Piano Rental Fee	$100 per day	$100 per day	$0	N
Piano Tuning Fee	$200 per tuning	$200 per tuning	$0	N
Sound System	(See Peak Day Rates)	(See Peak Day Rates)		N
Special Box Office Requests	$200 per request	$200 per request	$0	N
Spotlights	$100 per day	$100 per day	$0	N
Ticket Printing	$0.30 per ticket	$0.30 per ticket	$0	N
Ticket Processing with 3rd Party	$250.00 per performance	$250.00 per performance	$0	N
Theatre Facility Fee	$1 - $6 per ticket or person	$1 - $6 per ticket or person	0	N
Processing Fee for Permit Changes	$30 - $50 per change	$30 - $50 per change	0	N
Theatre Tours (Regular Operating Hours)	$60 per hour	$60 per hour	$0	N
Theatre Tours (Non-Operating Hours)	$150 per hour	$150 per hour	$0	N
Video Projector & Screen	$500 per day	$500 per day	$0	N
	$750 2 days same contract	$750 2 days same contract	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees				
	$1,000 3 days same contract	$1,000 3 days same contract	$0	N
	$1,500 7 days same contract	$1,500 7 days same contract	$0	N
	$1,500 + + 7 days same contract	$1,500 + + 7 days same contract	0	N
Hazer	$60 per day	$60 per day	$0	N
Application Fee	$45 per application	$45 per application	$0	N
Rush Build Fee	$100 per build	$100 per build	$0	N
Revised Build Fee	$50 - $100 per revision	$50 - $100 per revision	$0	N

* Overtime applies after 8 hours and double overtime applies after 12 hours.

** When tuning can be schedule and performed by Dan Naylor.

G. **Comcast hardwire connection:** The Heritage Theatre & Campbell Community Center has an open WIFi connection that is available to anyone within the Theatre or surrounding areas. WiFi connections are not guaranteed. The Theatre has a hardwire Comcast business connection with considerable more speed and bandwidth. This is available to renter for a fee of $100.00/day.

H. **Indoor Marquee Sign Postings** – The Heritage Theatre has an electronic marquee in the lobby which is available for custom images, schedules, or information pertaining to events. Art/images that are ready for immediate upload and meet the specifications set out by the Theatre Manager are $50/day. Any artwork or image that must be developed by Theatre Staff is $50/day plus $45/hour for the Production Manager to develop the image with a one hour minimum fee.

I. **Events that do not meet the criteria above**, for which can't be anticipated at this time, staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Recreation and Community Services Director.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Heritage Theatre Use Fees

J. Refundable Deposit

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Deposit Fee	$500 - $5,000 * per date of use	$500 - $5,000 * per date of use	$0	N

* Based on type of event.

K. Theatre Garden Courtyard

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Application Fee	$30 per contract	$30 per contract	$0	N
Refundable Security Deposit	$200 per contract	$200 per contract	$0	N
When Rented Independent of Theatre	$400 for first 4-hours	$400 for first 4-hours	$0	N
Additional Hours	$75 per hour	$75 per hour	$0	N

L. Theatre / Courtyard Photography Rates

Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	CPI Adjust
Non-Refundable Processing Fee	$25 per contract	$25 per contract	$0	N
Non-Commercial Photography	$100 per hour	$100 per hour	$0	N
Commercial Photography	$150 per hour	$150 per hour	$0	N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

RECREATION & COMMUNITY SERVICES FEES

Facility Fees / Preservation & Enhancement Fees

A. Facility Fee / Preservation & Enhancement Fees

Description	FY 23/24 Fee	FY 25/26 Fee	Increase / (Decrease)	CPI Adjust
Heritage Theatre				
a) Preservation and Enhancement Fee	$1.50 per ticket (Every event is charged this fee)	$1.50 per ticket (Every event is charged this fee)	$0	N
b) Facility Fee	$1 - $6 per ticket (fee is based upon event) (fee is in addition to P&E fee)	$1 - $6 per ticket (fee is based upon event) (fee is in addition to P&E fee)	$0	N
Community Center Facility Rentals	2% of total facility rental charges *	2% of total facility rental charges *	$0	N
Recreation Activities and Programs	$1 per registration; $1 per pass purchase; or $1 per month *	$1 per registration; $1 per pass purchase; or $1 per month *	$0	N

* Fees are not-to-exceed amounts and will be applied by the Department Director based on the program or rental's ability to bear the fee.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell
DOWNTOWN EVENT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Special Event Fees						
1	Administrative Review Fee	$1,691	$1,753	$62		[a]	Y
2	Equipment Use Fees	See Public Works Fees	See Public Works Fees			[b]	N
3	Event Day Staff Support	Actual Costs	Actual Costs				N
4	New Event Application Fee	$651	$675	$24		[c]	Y
5	Security/Clean-up Refundable Deposit	$500	$500	$0		[d]	N
6	Special Event Permit	$1,954	$2,026	$72		[e]	Y
	Event Day Staff Support						
7	Police	Actual Costs	Actual Costs			[f]	N
8	Public Works	Actual Costs	Actual Costs			[g]	N

[a] Administrative Review Fee covers the costs associated with the Special Event Committee's time to schedule meetings, prepare agendas, prepare invoices, collect and process fees, etc.

[b] Equipment Use Fees are fees for such items as barricades, cones, safety vests, No Park Signs, etc.

[c] New Event Application Fee covers all costs associated with obtaining the required documents for a new event proposal, preparing the event memo, routing the application to appropriate departments, and follow-up with applicant.

[d] Refundable Deposit is a fee held on deposit to use in the event of damage to public property. If any damages should result the repair/replacement costs exceed $500, the event host will be billed the balance. If there are no damages and no additional fees due, this deposit shall be returned to event organizer.

[e] Special Event Permit Fees are designed to cover the costs of the impact special events have on public property.

[f] Police Fees cover costs associated with the services provided by the Campbell Police Department, which shall include, but not be limited to, closing the streets and event day supervision provided as per the Police Security Plan developed by CPD. Organizer shall be responsible for services provided after event closure until the crowd has dispersed and the area is deemed safe.

[g] Public Works Fees include the cost for PW personnel and associated equipment required for closing the streets, (i.e. barricade installation/removal, pick-up trucks, closing and opening the streets, provision and placement of directional and/or letterboard signs, etc.).

City of Campbell

WATER TOWER LIGHTING REQUEST FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Water Tower Lighting Request	$150	$150	$0	per application		N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

EXOTIC ANIMAL PERMIT FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Exotic Animal Permit Fee	$0	$150	$150	per application		N

City of Campbell

COMMUNITY GARDEN PLOT RENTAL FEES

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1 Community Garden Plot						
a) 100 SF	$44	$46	$2	per year	[a]	Y
b) 200 SF	$88	$91	$3	per year	[a]	Y

Notes:
[a] Based on water rate increases.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

ELECTRIC VEHICLE CHARGING FEES

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1 Electric Vehicle Charging Stations						
a) Base Hourly Rate	$0.30	$0.30	$0.00	per kWh		N
b) Additional Hourly Rate, in effect 8am - 8pm, daily	$0.30	$0.30	$0.00	per hour		N

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

ADMINISTRATIVE FEES - CITY CLERK

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Photocopies					[a]	
	a) First Page	$1	$1	$0			N
	b) Each Additional Page	$0.10	$0.10	$0.00			N
2	Digital Devices Provided by City						
	a) CD/DVD	$2	$2	$0			N
	b) USB/Flash Drive	$8	$8	$0			N
3	Initiative Petition Filing Fee	$200	$200	$0		[b]	N
4	Candidate Statement Filing Fee	$300	$300	$0			N
5	Campaign Disclosure Information	$0.10	$0.10	$0.00	per page	[c]	N
6	Appeal Filing Fee						
	a) Appeal to Parks and Recreation Commission (Tree-Related Appeals)	$200	$200	$0	per appeal		N
	b) Appeal to City Council for a bid protest	$200	$200	$0	per appeal		N
	c) Appeal to City Council for a contractor non-responsibility	$200	$200	$0	per appeal		N
	d) Appeal to City Council or Planning Commission - All Others	$300	$300	$0	per appeal		N
7	Document Certification (No Charge to other Governmental Agencies)	$2	$2	$0			N
8	Photo duplication (non-standard print size)	Actual cost	Actual cost			[d]	N
9	Requests Requiring Special Programming or Formatting	Actual hourly rate plus cost of digital devices	Actual hourly rate plus cost of digital devices			[e]	N

[a] Fee applies for photocopies (excluding Police Reports) and each page of minutes and excerpts from Planning Commission and City Council Minutes book. The charge to any agency, persons wholly or in part by the City of Campbell will be determined by the City Manager or his designated representative. No charge to other governmental agencies.

City of Campbell

ADMINISTRATIVE FEES - CITY CLERK

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust

[b] To be refunded within one year if City Clerk certifies the Sufficiency of Petition. Legal limit.

[c] Legal limit.

[d] Government Code 6253(b) and the City Attorney.

[e] This fee applies to the creation of a new document not normally prepared, owned, used or retained by the City as part of the conduct of the Public's business. Fee also includes cost of any digital devices used to provide requested information.

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

City of Campbell

ADMINISTRATIVE FEES - FINANCE

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
1	Business License - Mandatory State Fee	$4	$4	$0		[a]	N
2	Duplicate Business License (Replacement Original)	$11	$11	$0			N
3	Returned Check Fee; ACH/EFT Return/Error; Non-Sufficient Funds Service Charge	$25	$25	$0			N
4	Transaction Processing Fee						
	a) Credit and Debit Card Payments	3.36%	3.36%	0.00%			N
	b) Electronic Check (ACH) payments	1% + $0.30	1% + $0.30				N
5	Rental Dispute Administration (Added to Business License Fee)	$11	$11	$0	per unit		N
6	Scavenging Permit (Municipal Code Section 6.04.160)	$330	$330	$0	per year	[b]	N

[a] Fee established by State. Fee changed effective January 1, 2018.

[b] Requires business license (Industrial).

Attachment: Comparative Master Fee Schedule FY 2025 (FY 2025 Schedule of Fees and Charges)

2.6 User Fee and Cost Recovery Policy

A) Purpose of Policy

The purpose of this policy is to provide the framework and guidelines by which the annual fee schedule, cost recovery percentages, and/or new user fees and charges are determined. Additionally, this policy demonstrates to the public that a process is followed rather than generally recovering 100% of costs eligible for recovery through user fees and charges. This Policy shall be inserted into the Council Policy binder as Section 2.6, and the Schedule of Fees will serve as an addendum to this Policy. As required by the City's Financial Policies, user fees and charges shall be reviewed and updated on an annual basis to ensure they keep pace with changes in the cost of providing related services and/or changes in methods or levels of service delivery. This Policy both complements existing Council and administrative policies and further clarifies the criteria to be utilized in evaluating user fees and charges.

B) User Fee Cost Recovery Levels

The City provides a variety of services for which user fees and charges are collected in an attempt to recover a portion or all costs related to the service being provided. User fees and charges can be broadly defined as non-tax revenue sources where payments made are in direct exchange for services rendered to a specific beneficiary. Such payments can generally be avoided by not using the service in comparison to tax revenues which cannot be avoided. This definition should not be confused with definitions provided in Proposition 218 - The Right to Vote on Taxes. The Proposition specifically excludes developer fees as well as non-tax fees and charges such as those discussed within this Policy. When establishing appropriate levels of cost recovery it is important to quantify the costs related to the services being provided; determine whether the costs are reasonable; justify current recovery levels; and the changes necessary to effect the approved cost recovery levels. In determining and/or reviewing cost recovery levels for user fees and charges, the following specific factors will be considered:

1. Beneficiary of Service Provided

   In general, the level of user fee cost recovery shall consider the beneficiary of the specific program, activity, or service being provided. Public Safety is an example of a service typically funded with general purpose (tax) revenues as the community is clearly the beneficiary. Other regulatory processes such as building and planning services generally produce some community-wide benefits, therefore, it is appropriate that fees be reflective of this. As a result of this consideration, it is feasible that while a high level of cost recovery is appropriate, fees may not recover 100% of the cost of providing the service.

Attachment: User Fee and Cost Recovery Policy (FY 2025 Schedule of Fees and Charges)

2. Service Recipient -vs- Service Driver

After considering the beneficiaries of the service being provided, the concept of *service recipient* versus *service driver* must also be considered. For example, an applicant for review or inspection of a specific project is both the direct recipient of the service as well as the *driver* of costs associated with review or inspection of specific project. Without the applicant desiring to develop a particular project, the related review and inspections would not be performed by the City. As such, a very high level of cost recovery for services provided to the applicant is appropriate.

3. Effect of Pricing on the Demand for Services and the City's Ability to Meet the Demand

The level of cost recovery and related pricing of services can significantly influence the demand and subsequent level of services provided and shall be a consideration when establishing and/or reviewing user fees and charges. At full cost recovery, this typically has the specific advantage of ensuring that the City is providing services for which there is genuinely a market that is not overly stimulated by artificially low prices. Demand can be artificially high for services that are under priced. Conversely, high levels of cost recovery may negatively impact the delivery of services to low-income individuals or groups. This negative feature is especially pronounced and can work against public policy, if the services are specifically targeted to those lower-income individuals or groups. "At risk youth" would be an example.

4. Feasibility of Collection and Recovery

Although it may be determined that a high level of cost recovery is appropriate for specific services, it may also be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges shall also be considered when establishing and/or reviewing user fees and charges.

C) Waiver of User Fees and Charges and Special Assistance Considerations

Unless otherwise specified within the City Code, the City Manager or his/her designee shall have the discretion to waive fees and charges up to $2,500 per instance on a one-time or limited basis.

1. Special Circumstances

Council Policy provides for fee waivers for special circumstances. Groups desiring fee waivers must petition the City Council and be heard at a regular Council meeting. An example would be Community Special Events. Generally, the City's out-of-pocket expenses will be this recommended to be recovered.

Attachment: User Fee and Cost Recovery Policy (FY 2025 Schedule of Fees and Charges)

2. Financial Assistance Program

A Financial Assistance Program is available to Campbell youth and senior citizens for participation in Recreation and Community Services Department programs. Eligibility is based on residency, age, and financial need. A sliding scale of program subsidy is based on H.U.D.'s financial assistance formula. Funds for this program are provided through private donations.

3. Developer Assistance

Consistent with the Redevelopment goals and objectives of revitalizing the Central Campbell Redevelopment Project Area, there may be circumstances in which the City Council/Redevelopment Agency Board may waive specified development permit fees as an incentive to attract desirable business downtown. Therefore, the City Council/Agency Board may waive development permit fees consistent with the terms and conditions of the Downtown Business Assistance Policy adopted by Resolution 9168 (City Council) and Resolution 1996-13 (Redevelopment Agency).

D) Criteria for Establishing Services With Lower Cost Recovery Levels

When establishing and/or reviewing user fees and charges, it is important to consider programs, activities, or services that favor goals of low or no cost recovery. In selected circumstances, there may be specific activities within the broader scope of services that should have user fees and charges associated with them. However, the primary source of funding for no or low cost recovery services typically comes from general purpose revenues as opposed to user fees and charges. The best examples of no or very low cost recovery services are public safety services such as fire and police. Reduced levels of cost recovery are considered appropriate under the following circumstances:

1. Collection of user fees and charges are neither cost-effective nor will such recovery significantly benefit or impact the ability to provide the service effectively or efficiently.

2. There is *no* intent to limit the use of (or entitlement to) the program, activity, or service, or there is *no* direct relationship between the amount paid and the benefit received.

3. The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be anticipated on an individual basis, and is not readily available from a private sector source. Many public safety (police and fire) services fall into this category.

Attachment: User Fee and Cost Recovery Policy (FY 2025 Schedule of Fees and Charges)

4. Lower cost recovery levels are typically established for those services where full cost fees and charges might discourage compliance with regulatory requirements and/or the cost of enforcement far exceeds the benefit derived from collecting the fee or charge. Although there typically aren't many services that fall into this category, in the few that do, the public's adherence to regulations is primarily self-imposed, and as such, failure to comply may not be readily detected by the City. Small-scale licenses and permits such as animal and bicycle licenses are examples of services that might appear in this category.

E) Criteria For Establishing Services With High Cost Recovery Levels

When establishing and/or reviewing user fees and charges, it is also important to consider programs, activities, or services that favor high cost recovery goals or levels. User fees and charges are generally collected to recover most or in some cases all of the costs associated with providing such service levels. These are especially appropriate under the following circumstances:

1. The service is of special benefit to an individual(s) or group(s) and/or a service-driver is primarily responsible for the costs being incurred. Planning, building, and engineering permits typically fall into this category.

2. The service is regulatory in nature and a method other than voluntary compliance is necessary as the primary method of ensuring that regulatory requirements are adhered to. Services related to enforcement of the Uniform Building Code and/or Hazardous Materials Codes are applicable examples of services that favor high cost recovery.

3. The service is similar to those provided in the private sector or where other private or public sector service providers actually could or do exist. Day care and fitness facilities might be examples of services that fall into this category.

4. It is intended for equity or demand management purposes, that there be a direct relationship between the amount paid and the level and cost of the service received. The use of the service may be discouraged. False alarms responses are examples of services that would typically fall into the high cost recovery category.

5. The use of the service is specifically discouraged.

F) General Concepts Regarding Development and Implementation of User Fees and Charges

In addition to the more specific policy guidelines, the following general concepts will be utilized in establishing, reviewing, and implementing user fees and charges:

1. Cost recovery goals shall be based on the total cost of delivering the program, activity or service including direct labor and indirect costs such as departmental and City-wide administrative overhead, utilities, and organization-wide support costs such as accounting, personnel, data processing, maintenance, and insurance.

2. Revenues collected through fees and charges shall not be in excess of the total cost of providing the program, activity, or service.

3. The method of assessing and collecting fees should be as efficient as possible in order to minimize the administrative cost of collection. During the annual review process, such things as increases or decreases in the volume of activity as well as inflationary factors shall be considered so as to make the revenue projection as accurate as possible.

4. Rate structures should be sensitive to the "market rate" for similar services. Surveys should be taken periodically as a basis for comparison.

5. A consistent approach shall be utilized in establishing or reviewing cost recovery levels for various programs, activities, and services.

G) Recreation Services Cost Recovery Guidelines and Subsidy Levels

Recreation programs run the gamut from high cost recovery which is synonymous with low subsidization to low or no cost recovery which is synonymous with high subsidization. Because of this variety of cost recovery ranges, specific guidelines for recreation programs have been established. The demand for most recreation programs is extremely elastic whereby the demand for a program falls as the price increases. Because of this elasticity of demand, almost all recreation programs generally have some level of subsidy. The following cost recovery policies shall apply to the City's recreation programs:

1. Adult recreation programs will have a high level of cost recovery.

2. Youth and Senior Citizen recreation programs will have a lower level of cost recovery than general recreation programs with a maximum subsidy level of 75% or a minimum cost recovery level of 25%.

Attachment: User Fee and Cost Recovery Policy (FY 2025 Schedule of Fees and Charges)

Although ability to pay may not be a concern for all youth and senior participants, these are desired program activities within the community and the City's Strategic Plan, and the cost of determining need may be greater than the cost of providing a uniform service and fee structure to all participants. Further, there is a community-wide benefit in encouraging high-levels of participation in youth and senior recreation activities regardless of ability to pay.

3. The overall cost recovery goal for recreation programs is 50% resulting in a maximum subsidy level of 50%. The basis for determining costs shall be the 1996 "User Fee Cost Recovery Study Findings" prepared by David M. Griffith and Associates, Ltd. (DMG) and all subsequent updates. Departmental administrative overhead shall be recovered, and all recreation programs shall recover direct operating costs. The cost of the Community Center debt service and City administrative overhead shall be excluded from the cost recovery calculation for recreation fees and charges.

4. In lieu of a differential in rates between residents and non-residents, residents have preferential sign-up times.

5. In conformance with the annually adopted Fee Schedule, charges will be assessed for use of facilities and equipment for activities not sponsored or co-sponsored by the City.

6. Activities deemed to benefit the community at large will be identified and may be excluded from the user fee policy.

H) Development Review Programs

1. Services provided under this category include but are not limited to:

   a. Planning (planned development permits, tentative tract and parcel maps, rezoning, general plan amendments, variances, use permits);

   b. Building and Safety (building permits, structural plan checks, inspections); and/or

   c. Engineering (public improvement plan checks, inspections, sub-division requirements).

2. Cost recovery for these services should be very high. Exceptions to this standard include any specific review process that is clearly intended to serve the broader community as well as the applicant.

3. The City shall establish and maintain standards for its performance to ensure there is value received for the cost of user fee services provided.

I) Comparability With Other Communities

1. Surveying the comparability of the City's fees and charges to other communities or other service providers furnishes useful background information for several reasons:

   a. Surveys are reflective of the "market" for these fees and can aid in assessing the reasonableness of Campbell's fees.

   b. If prudently analyzed, surveys can serve as a benchmark for how cost-effectively and efficiently Campbell provides its services.

2. Fee surveys should, however, never be the sole or primary criteria in setting City fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:

   a. Are cost recovery goals consistent between survey agencies?

   b. What costs have been considered in computing the fees?

   c. When was the last time fees were comprehensively evaluated and/or updated?

   d. What level of service is provided compared with Campbell's service levels and performance standards?

   e. Are rate structures comparable between survey agencies?

These can be very difficult questions to address in fairly comparing fees between different communities. As such, the comparability of our fees to other communities should be only one factor among many that are considered in setting City fees.

2.7 Faithful Performance Deposits: The deposits of all checks required by the Public Works Department shall be issued to the City Clerk's Office for deposit on a daily basis.

2.8 Public Works Contract Change Orders:

1. Change orders for public building capital improvements totaling over five percent (5%) of the contract price shall be submitted to the City Council prior to the authorization of the work done under the change order.

2. Change orders for other Public Works projects shall be handled in the following manner:

   (a) A contingency of ten percent (10%) shall be included in each Public Works contract and said contingency at the time the contract is awarded would be authorized for "changes and additions" to the contract as deemed necessary by the administrative authority.

   (b) Changes which exceed the contingency of ten percent (10%) would necessitate obtaining additional approval of the City Council, prior to their authorization, regardless of the amount of the change order.

   (c) Approval of City Council must be obtained for any change orders in excess of 50% of the contingencies.

2.9 Payment of Progress Payments to Contractor for Public Works Projects: In order to expedite progress payments for Council-approved Public Works projects, the payment of staff-approved progress payments may be approved and paid to the contractor by the Finance Director prior to the approval of the progress payment claim at a regular City Council Meeting.

2.10 Petty Cash Fund: There shall be six City petty cash funds with an expenditure limit of $100.00.

2.11 Approval of Projects and Programs – Funding: It is a policy of the City Council that upon the approval of any project or program, the City Council will designate the source and the amount of funds which will be utilized for that stated purpose.

2.12 Payment of Bills and Claims: In order to maximize the City's investment earnings, staff may approve and release payments for bills and claims on a weekly basis. In doing so, discounts for early payment should be taken advantage of where cost beneficial and may be made on a more frequent basis, if necessary, through the issuance of an interim (manual) check. Staff will submit a listing of all such payments made at the next regular Council meeting.

2.13 Machinery and Equipment (Definition): Machinery and equipment shall be defined as movable personal property, including, but not limited to, furniture, machines, vehicles, radios and communications devices, computers and equipment with an expected useful life of at least two years and a cost in excess of $2,500 increasing to $5,000, effective July 1, 2002, in conjunction with implementation of GASB 34.

Attachment: User Fee and Cost Recovery Policy (FY 2025 Schedule of Fees and Charges)

City Council Report

Item: **15**
Category: **NEW BUSINESS**
Meeting Date: **April 16, 2024**

TITLE: **FY 2023 Annual Report of the Citizen's Bond Oversight Committee for Measure O**

RECOMMENDED ACTION

That the City Council receive the FY 2023 Annual Report of the Citizen's Bond Oversight Committee for Measure O.

BACKGROUND

On November 6, 2018, City of Campbell voters approved Measure O with a 'Yes' vote of 69.5% by the citizens that voted in the General Election. Measure O authorized the City to issue general obligation (GO) bonds in an aggregate principal amount of up to $50 million. The first series of Measure O Bonds was issued for a principal amount of $20 million in August 2020. The second (and final) series of Measure O Bonds was issued for a principal amount of $30 million in June 2022. As a condition of Measure O voter authorization and in order to ensure accountability for the expenditure of bond proceeds, the City established a Citizens' Bond Oversight Committee (Committee). This committee was formally appointed by the City Council on November 2, 2021. Current Committee Members include the following Campbell residents:

- Al Bito, Chair (District 5)
- Anne Souza, Vice Chair (At Large)
- Paul Russell, Committee Member (District 4)
- Doris Quai Hoi, Committee Member (District 2)
- Steven Saunders, Committee Member (District 3)
- Terry Hines, Committee Member (District 1)

The primary duty of the Committee is to review expenditure reports produced by the City to verify that bond proceeds were expended only for the purposes set forth in Measure O and to report to Council annually on their findings. This normally includes a review of annual audited financial statements as it relates to Measure O bond proceeds and project expenditures and any supporting documentation as requested. This item will present the third annual report of the Committee for FY 2023.

DISCUSSION

The Committee met one time since presenting its FY 2022 annual report to City Council on August 15, 2023:

- February 26, 2024 – Annual meeting to review FY 2023 financial reports and discuss preparation of annual report to City Council

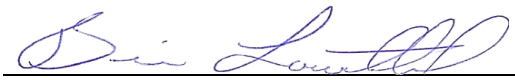
Please note that the Committee's FY 2023 annual report is shown as ***Attachment A***. Also included is ***Attachment B***, which presents all materials provided by City staff to the Committee at the February 26 meeting, as well as ***Attachment C***, the draft minutes from the February 26 meeting that are to be reviewed by the Committee at their next meeting. Chairperson Bito will present the FY 2023 annual report to City Council at the April 16, 2024 regular meeting.

FISCAL IMPACT

There is no fiscal impact associated with reviewing and receiving the FY 2023 Measure O Oversight Committee Annual Report.

Prepared by: 

Will Fuentes, Finance Director

Approved by: 

Brian Loventhal, City Manager

Attachment:

a. Measure O Oversight Committee FY 2023 Annual Report
b. FY 2023 Measure O Audit and Expenditure Reports
c. Draft Minutes - Oversight Committee (February 26, 2024 Meeting)

ANNUAL REPORT OF THE MEASURE O CITIZENS' OVERSIGHT COMMITTEE OF THE CITY OF CAMPBELL FOR FISCAL YEAR (FY) 2022-23

Introduction. The Citizens' Oversight Committee of the City of Campbell (the "COC") was formed pursuant to Measure O for the purpose of actively reviewing and reporting on the expenditure of Measure O bond proceeds. The COC is required to advise the public, through at least one report per year, as to whether the City is in compliance with Article XIIIA of the California Constitution and Measure O.

Public Meetings. During the previous year, the COC has met on the following dates and locations:

Meeting Date and Time	Meeting Location
February 26, 2024 – 4:00pm	City of Campbell – Council Chambers

Each meeting has been held in compliance with the Ralph M. Brown Act, in that the meetings were formally scheduled with agendas duly posted and noticed and open to the public. Minutes were taken and when approved at the subsequent meeting were posted on the City's web page via the link to information relating to Measure O and shown as ***Attachment C***.

City Support. The City has, without spending bond funds, provided the COC with the administrative support it needs to meet and to perform its review and reporting duties.

Activities

Review of Expenditures. The COC was provided detailed expenditure reports, prepared by City staff, for FY 2022-23 at its February 26, 2024 meeting. Those reports are shown as ***Attachment B*** of the main Council report; with minutes shown as ***Attachment C***. At the meeting, the COC reviewed the expenditure reports. Members of the COC had the opportunity to ask City staff questions regarding the projects and expenditures. No irregularities or concerns were identified in the detailed expenditures reports, but the COC did request the following items and had the following questions:

- REQUEST – The COC requested copies of all vendor contracts related to each project. Subsequent to the meeting, staff sent a link to all Measure O project vendor contracts to meet this request. The link is also posted to the Measure O Oversight Committee and Measure O Project Update webpages.

- REQUEST – The COC requested that the next annual meeting be tentatively held in January 2025 once the City's FY 2023-24 financials are completed and that a scheduling poll be sent the group in December 2024 to set the date. Staff will do so and also tentatively set the next COC presentation to Council in April 2025.

Review of City's Annual Report. In addition, the City provided the COC with copies of the annual bond report for FY 2023-23, prepared by an independent auditor and also shown in ***Attachment B*** of the main Council report. No irregularities or concerns were identified in the Annual Reports.

Tour of Bond Facilities. The COC did not tour any City facilities over the past year, but may choose to do so in the future as construction on both Measure O projects progresses.

Conclusion. Based on the foregoing review of expenditures and other activities, the COC concludes that bond proceeds spent to date have only been spent for the acquisition and construction of real property for City facilities, as identified in the project list presented to voters,

Attachment: Measure O Oversight Committee FY 2023 Annual Report (Annual Report of the Measure O Citizen's Oversight Committee)

and as a result the City has complied with California Constitution Article XIIIA Section (1)(b)(3) and the text of Measure O.

* *

Approved April 9, 2024.

MEASURE O CITIZENS' OVERSIGHT COMMITTEE

BY: _____
Al Bito, Chairperson

[The conclusions identified in this Annual Report are to be presented to the City Council at an open meeting on April 16, 2024.]

Attachment: Measure O Oversight Committee FY 2023 Annual Report (Annual Report of the Measure O Citizen's Oversight Committee)

City of Campbell
Measure O

For the Year Ended June 30, 2023

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O Citizen's Oversight Committee)

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CPAs & BUSINESS ADVISORS

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O Citizen's Oversight Committee)

Independent Accountant's Report

Honorable Mayor and Members of City Council of the
City of Campbell, California

We have audited the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the City of Campbell, California (City) as of and for the year ended June 30, 2023 and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 29, 2023, which expressed an unmodified opinion on those financial statements. Those financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on the financial statements based on our audit.

Our audit was performed for the purpose of forming an opinion on the financial statements that collectively comprise the City's basic financial statements. The accompanying Measure O Schedule of Revenues and Expenditures is presented for purposes of additional analysis, to satisfy the requirements of Measure O ballot language and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Eide Bailly LLP

Menlo Park, California
December 29, 2023

City of Campbell
Measure O
Schedule of Revenues and Expenditures
For the Fiscal Year Ended June 30, 2023

	Capital	Debt	Total
Revenues:			
Taxes	$ -	$ 2,771,850	$ 2,771,850
Investment income	698,902	80,597	779,499
Intergovernmental	2,359,225	-	2,359,225
Total revenues	3,058,127	2,852,447	5,910,574
Expenditures:			
Personnel costs - capital projects	267,810	-	267,810
Professional services - capital projects	410,351	-	410,351
Debt service	-	4,550,747	4,550,747
Total expenditures	678,161	4,550,747	5,228,908
Net change in fund balance	2,379,966	(1,698,300)	681,666
Fund balance, beginning	50,462,161	5,821,476	56,283,637
Fund balance, ending	$ 52,842,127	$ 4,123,176	$ 56,965,303

See Note to Schedule

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O Citizen's Oversight Committee)

City of Campbell
Measure O
Note to Schedule of Revenues and Expenditures
For the Fiscal Year Ended June 30, 2023

Note 1 – Expenditures by Project

	Library	Police Building	Shared	Total Measure O
Expenditures:				
Personnel costs - capital projects	$ -	$ -	$ 267,810	$ 267,810
Professional services - capital projects	189,698	138,868	81,785	410,351
Total expenditures	$ 189,698	$ 138,868	$ 349,595	$ 678,161

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O Citizen's Oversight Committee)

Citizens' Bond Oversight Committee
Civic Center Improvements
Fiscal Year 2022-23

Expenditures	Library	Police Building	FF&E	Shared	Total	Description
Personnel Costs						
Senior Project Manager	$ -	$ -	$ -	$ 267,810.26	$ 267,810.26	Includes salary and benefits
Total Personnel Costs	$ -	$ -	$ -	$ 267,810.26	$ 267,810.26	
Professional Services						
Jayson Architechture	$ 186,571.36	$ -	$ -	$ -	$ 186,571.36	Bid/Award Support and SVCE Grant Preparation
LPA Inc	-	118,992.87	-	-	118,992.87	Design Phase of Police Operations Building
Griffin Structures	-	-	-	81,174.76	81,174.76	Construction Management & Constructability Review
Cornerstone Earth Group Inc	-	16,540.00	-	-	16,540.00	Environmental Review Phase II of Police Building
American Reprographics	3,126.74	-	-	-	3,126.74	Posters and Signage
West Coast Code Consultants Inc	-	3,055.00	-	-	3,055.00	Plan Check Review
Miscellaneous	-	-	-	610.31	610.31	Phone Service for Project Manager
O'Brien Code Consulting	-	160.00	-	-	160.00	3rd Party Plan Check
US Bank	-	120.00	-	-	120.00	SCC Fire Permit Fee for Fire Hydrant Spotting
Total Professional Services	$ 189,698.10	$ 138,867.87	$ -	$ 81,785.07	$ 410,351.04	
Total FY2022-23 Expenditures	**$ 189,698.10**	**$ 138,867.87**	**$ -**	**$ 349,595.33**	**$ 678,161.30**	

Project Summary					
Total Budget	$ 26,228,450.00	$ 27,597,972.00	$ 1,500,000.00	$ 4,500,000.00	$ 59,826,422.00
Total Expenditures	1,434,113.62	1,934,508.58	-	940,889.26	4,309,511.46
Remaining Budget	$ 24,794,336.38	$ 25,663,463.42	$ 1,500,000.00	$ 3,559,110.74	$ 55,516,910.54

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O

Citizens' Bond Oversight Committee
Civic Center Improvements
Summary by Fiscal Year

Project Summary					
	Library	**Police Building**	**FF&E**	**Shared**	**Total**
Total Budget	$ 26,228,450.00	$ 27,597,972.00	$ 1,500,000.00	$ 4,500,000.00	$ 59,826,422.00
FY 2019-20 Expenditures	22,909.30	30,634.75	-	219,253.33	272,797.38
FY 2020-21 Expenditures	588,562.10	769,586.20	-	215,304.30	1,573,452.60
FY 2021-22 Expenditures	632,944.12	995,419.76	-	156,736.30	1,785,100.18
FY 2022-23 Expenditures	189,698.10	138,867.87	-	349,595.33	678,161.30
Remaining Budget	$ 24,794,336.38	$ 25,663,463.42	$ 1,500,000.00	$ 3,559,110.74	$ 55,516,910.54

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O

Citizens' Bond Oversight Committee
Measure O - Debt Service
Fiscal Year 2022-23

Expenditures		**Description**
Debt Service		
Bank of NY Mellon	$ 3,000,000.00	Debt Service - Principal
Bank of NY Mellon	1,550,745.85	Debt Service - Interest
Total Debt Service Costs	$ 4,550,745.85	
Total Expenditures	**$ 4,550,745.85**	

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O

Civic Center Improvement Project
Budget vs Actuals by Funding Source
as of June 30, 2023

	Library (23-SS)			Police Building (23-RR)			FF&E (22-JJ)			Shared (21-MM)			TOTAL		
	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance
Measure O Bond Proceeds	$ 20,500,000	$ 1,434,114	$ 19,065,886	$ 25,000,000	$ 1,934,509	$ 23,065,491	$ -	$ -	$ -	$ 4,500,000	$ 940,889	$ 3,559,111	$ 50,000,000	$ 4,309,512	$ 45,690,488
State Library Building Forward Grant	4,718,450	-	4,718,450	-	-	-	-	-	-	-	-	-	4,718,450	-	4,718,450
State Resiliency Grant	-	-	-	2,400,000	-	2,400,000	1,500,000	-	1,500,000	-	-	-	3,900,000	-	3,900,000
SCC Library District Contribution	510,000	-	510,000	-	-	-	-	-	-	-	-	-	510,000	-	510,000
SVCE Decarbonization Demonstration Grant (Library)	500,000	-	500,000	-	-	-	-	-	-	-	-	-	500,000	-	500,000
SVCE Energy Resiliency Grant (PD)	-	-	-	197,972	-	197,972	-	-	-	-	-	-	197,972	-	197,972
TOTAL	$ 26,228,450	$ 1,434,114	$ 24,794,336	$ 27,597,972	$ 1,934,509	$ 25,663,463	$ 1,500,000	$ -	$ 1,500,000	$ 4,500,000	$ 940,889	$ 3,559,111	$ 59,826,422	$ 4,309,512	$ 55,516,910

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O

Civic Center Improvement Project
Budget vs Actuals by Funding Source
as of February 21, 2024

	Library (23-SS)			Police Building (23-RR)			FF&E (22-JJ)			Shared (21-MM)			TOTAL		
	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance	Budget	Actual	Balance
Measure O Bond Proceeds	$ 16,800,000	$ 4,085,636	$ 12,714,364	$ 30,000,000	$ 2,000,433	$ 27,999,567	$ -	$ -	$ -	$ 3,200,000	$ 1,138,816	$ 2,061,184	$ 50,000,000	$ 7,224,885	$ 42,775,115
State Library Building Forward Grant	4,718,450	-	4,718,450	-	-	-	-	-	-	-	-	-	4,718,450	-	4,718,450
State Resiliency Grant	-	-	-	2,400,000	-	2,400,000	1,500,000	-	1,500,000	-	-	-	3,900,000	-	3,900,000
SCC Library District Contribution	510,000	-	510,000	-	-	-	-	-	-	-	-	-	510,000	-	510,000
SVCE Decarbonization Demonstration Grant (Library)	500,000	-	500,000	-	-	-	-	-	-	-	-	-	500,000	-	500,000
SVCE Energy Resiliency Grant (PD)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	-	1,841,975	-	1,841,975	-	-	-	-	-	-	1,841,975	-	1,841,975
ARPA	-	-	-	939,000	-	939,000	-	-	-	-	-	-	939,000	-	939,000
FY2023 General Fund Surplus	-	-	-	512,000	-	512,000	-	-	-	-	-	-	512,000	-	512,000
TOTAL	$ 22,528,450	$ 4,085,636	$ 18,442,814	$ 35,692,975	$ 2,000,433	$ 33,692,542	$ 1,500,000	$ -	$ 1,500,000	$ 3,200,000	$ 1,138,816	$ 2,061,184	$ 62,921,425	$ 7,224,885	$ 55,696,540

Attachment: FY 2023 Measure O Audit and Expenditure Reports (Annual Report of the Measure O

CITIZENS' OVERSIGHT COMMITTEE
MEASURE O MINUTES

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

SPECIAL MEETING OF THE CITIZENS' OVERSIGHT COMMITTEE (COC)
MEASURE O GENERAL OBLIGATION BONDS
Monday, February 26, 2024 – 4:00 p.m.
City Hall Council Chamber – 70 N. First Street

This Citizens' Oversight Committee meeting was conducted pursuant to provisions of the Brown Act.

CALL TO ORDER

The Citizens' Oversight Committee of the City of Campbell convened in special meeting on February 26, 2024.

ROLE CALL AND ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status
Paul Russell	Committee Member	Present
Doris Quai Hoi	Committee Member	Present
Steven Saunders	Committee Member	Present
Terry Hines	Committee Member	Present
Anne Souza	Committee Member	Present
Al Bito	Committee Member	Present

PUBLIC COMMENTS

There were no public comments.

1. APPROVAL OF MINUTES

Recommended Action: Approve the Special Meeting minutes of July 13, 2023.

M/S: Saunders/Souza – To approve the Special Meeting minutes of July 13, 2023. The motion was adopted unanimously by roll call vote.

2. FINANCIAL UPDATE

Recommended Action: Accept presentation by staff on Audited Measure O Financial Reports and Expenditure Detail Reports.

Assistant Finance Director Vong presented a staff report dated February 26, 2024. The report included information related to the library, Police department and shared cost expenditures in FY 2022-23; remaining budget; and noted that a clean audit was received.

DRAFT

Attachment: Draft Minutes - Oversight Committee (February 26, 2024 Meeting) (Annual Report of the Measure O Citizen's Oversight Committee)

The Committee discussed the staff report presentation and asked general questions related to grant funding sources, additional funding sources such as ARPA; and Bond interest.

In response to an inquiry from Member Quai Hoi, staff confirmed that the library and Police projects are currently on schedule to be completed summer 2025 and winter 2025/26 respectively.

After discussion, **M/S: Russell/Saunders – To accept the presentation by staff on Audited Measure O Financial Reports and Expenditure Detail Reports. The motion was adopted unanimously by roll call vote.**

3. ANNUAL REPORT PRESENTATION

Recommended Action: Discuss preparation of Annual Report of the Measure O Citizen's Oversight Committee.

Finance Director Fuentes presented a staff report dated February 26, 2024.

Committee Member Hines inquired about surplus of funds. Director Fuentes noted that although unlikely, if the full budget, including the contingency is not spent those funds would be returned at the end of the project. Staff would need to confirm if the excess amount could be used to pay down the total debt costs. Commissioner Hines requested this information be included in the report.

After discussion, **M/S: Hines/Russell – Discuss preparation of the Annual Report of the Measure O Citizen's Oversight Committee. The motion was adopted unanimously by roll call vote:**

4. SCHEDULE MEETING DATE WITH CITY COUNCIL

Recommended Action: Determine date to present Annual Report of the Measure O Citizen's Oversight Committee to City Council, with potential options of:

a. March 19, 2024
b. April 2, 2024
c. April 16, 2024
d. May 7, 2024

Finance Director Fuentes presented a staff report dated February 26, 2024. He noted the need to determine a date to present the Annual Report to the City Council and provided potential meeting dates.

The board discussed the proposed dates and stated consensus for April 16, 2024.

5. SCHEDULE NEXT MEETING

Recommended Action: Determine next meeting date, with potential options in February 2025 for next annual meeting.

Finance Director Fuentes presented a staff report dated February 26, 2024. He noted

Attachment: Draft Minutes - Oversight Committee (February 26, 2024 Meeting) (Annual Report of the Measure O Citizen's Oversight Committee)

the Committee is required to meet at least once per year. At that time the FY23-24 expenditures will need review. He noted that staff recommends a meeting in February, 2025.

The Committee requested a future Doodle Poll to confirm the date of the next meeting.

ADJOURN

M/S: Hines/Russell – To adjourn the meeting of the Citizen's Oversight Committee. The motion was adopted unanimously by roll call vote.

Chair Bito adjourned the meeting at approximately 4:40 p.m.

APPROVED:

ATTEST:

Al Bito, Chair

Andrea Sanders, Recording Secretary

Attachment: Draft Minutes - Oversight Committee (February 26, 2024 Meeting) (Annual Report of the Measure O Citizen's Oversight Committee)

City Council Report

Item: **16**
Category: **NEW BUSINESS**
Meeting Date: **April 16, 2024**

TITLE: Approval of Transfer of Unused Sick Leave to CALGOVEBA

RECOMMENDED ACTION

That the City Council authorize the mandatory transfer of unused sick leave to CALGOVEBA accounts for specified employee groups upon the employee member's separation, as specified, from the City by: (1) adopting resolutions for Unclassified Management and certain Classified Management employees; and (2) adopting a resolution approving a side letter to the Memorandum of Understanding with the Campbell Peace Officers' Association.

BACKGROUND

A Voluntary Employees' Beneficiary Association (VEBA) is an association of employees whose employer establishes, on behalf of the association, a tax-free trust account to help the employees pay for healthcare expenses not otherwise covered by the employers' insurance programs. CALGOVEBA is such an association. CALGOVEBA was created by Foster City years ago on behalf of its employees and has since grown to include eleven additional cities and their employees, including the City of Campbell (City) and its employees.

Upon joining CALGOVEBA, and pursuant to applicable City Council resolutions and Memorandum of Understanding (MOU)s, the City has regularly contributed funds to the CALGOVEBA trust account on behalf of its employees. Today, all Campbell employees are beneficiaries of the CALGOVEBA trust funds, with the City making mandatory contributions directly to the trust on behalf of each employee, and with employees being able to use their share of the funds during employment and during retirement for reimbursement of their eligible healthcare expenses. Once the funds are deposited into the CALGOVEBA trust account for each employee, they remain there until they are expended by the employee/retiree.

Transferring Unused Sick Leave to CALGOVEBA:

At the end of last year, CALGOVEBA recipients from the City's Classified Management group, specifically those who had completed 21 years of service, approached the City Manager's Office to inquire if they could build up their share of the trust by being allowed to transfer the value of their unused sick leave to their respective accounts upon their termination, retirement, or death. Thereafter, the Campbell Peace Officers'

Association (CPOA) met with the City's negotiation team and made the same request. Since then, members from the following employee groups have also requested that the value of their unused sick leave be transferred to their CALGOVEBA accounts:

- Unclassified Management
- The following Classified Management subgroups:
  - Members who have completed 0 - 4 years of service
  - Members who have completed 5 – 10 years of service

DISCUSSION

Under federal tax laws, in order for VEBA trust accounts to remain tax-free, any contribution to them, whether employer- or employee- made, must be mandated. That is, the contribution must be required under the terms of employment with the City; as memorialized by way of a City employment contract, an MOU, or a City resolution. There can be no option to use the identified funds in any other manner.

Currently, City employees have a choice between cashing out unused sick leave upon termination, retirement, or death or applying the value towards service credit with CalPERS (California Public Employees' Retirement System) upon retirement. How the value of unused sick leave is used in these instances is not mandated. Specifically, Section 16.11 of the City's Personnel Rules & Regulations states, in relevant part, the following:

> **"16.11 Compensation for Unused Sick Leave**
> Upon termination, retirement, or death of an employee, the City shall pay for unused sick leave as follows:
> 5 years completed through 10 years completed service: 20% at terminal pay rate
> Start of year 11 through completion of year 15: 30% at terminal pay rate
> Start of year 16 through completion of year 20: 40% at terminal pay rate
> Start of year 21 and thereafter: 50% at terminal pay rate..."

Additionally, the City's contract with CalPERS provides an option for CalPERS members to convert their unused sick leave to service credit upon retirement from the City. Removing this option and mandating that employees' unused sick leave be automatically transferred to their CALGOVEBA account upon termination, retirement or death requires an amendment to the MOU with CPOA, and various City Council resolutions. For the following reasons, staff recommends that the City Council approve the above employees' request to make this change.

First, there is no additional cost to the City if it were to allow a mandated transfer of an employee's unused sick leave to their respective CALGOVEBA account. It is time that has already been earned and would be paid out to an employee anyway if they were to choose a cash payment upon termination, retirement, or death per Section 16.11 of the City's Personnel Rules & Regulations. In addition, the City joined CALGOVEBA as a

way to assist employees with their healthcare expenses. With the rising cost of healthcare and the elimination of City-funded lifetime retiree medical coverage for new employees, allowing employees to direct the value of their unused sick leave toward their CALGOVEBA account is a way for the City to further support its employees. Lastly, all impacted Unclassified and Classified employee groups have met and voted in favor of a mandatory transfer of unused sick leave upon termination, retirement or death, as reflected in the **attached resolutions**. And, the CPOA and the City's negotiation team reached a tentative agreement to amend the December 20, 2022, MOU between the City and CPOA to allow for the mandatory transfer of the value of unused sick leave, as reflected in the **attached resolution and Side Letter Agreement**.

FISCAL IMPACT

There is no additional fiscal impact related to the adoption of a resolution approving the recommended side letter, or resolutions regarding the Unclassified Management or designated Classified Management employees.

ALTERNATIVES

1. Don't adopt the resolution approving the Side Letter to the MOU with CPOA.

2. Don't adopt the resolutions related to some or all of the unrepresented employee groups.

3. Provide alternate direction to the City Manager's Office regarding a side letter to the MOU with the CPOA.

4. Provide alternate direction to the City Manager's Office regarding a resolution related to some or all of the employee groups.

Prepared by: 

Angelique Gaeta, Assistant City Manager

Approved by:

Brian Loventhal, City Manager

Attachment:

a. Unclassified MGMT Resolution - CALGOVEBA_Transfer of Unused Sick Leave
b. Classified MGMT Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.05.24
c. CPOA Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.08.24
d. Side Letter Agreement CALGOVEBA_final_04.10.24

Attachment: Unclassified MGMT Resolution - CALGOVEBA_Transfer of Unused Sick Leave (Approval of Transfer of Unused Sick Leave to

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AMENDING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED UNCLASSIFIED MANAGEMENT EMPLOYEES, EFFECTIVE APRIL 2024

WHEREAS, the City Council of the City of Campbell desires to establish certain salaries and benefits for unrepresented Unclassified Management personnel not covered by a Memorandum of Understanding; and

WHEREAS, on August 16, 2022, the City Council adopted **Resolution No. 12882** memorializing the salaries and benefits for Unclassified Management personnel; and

WHEREAS, on behalf of its employees, the City of Campbell participates in a Voluntary Employees' Beneficiary Association (VEBA) known as CALGOVEBA; and

WHEREAS, through its CALGOVEBA participation, the City of Campbell makes mandatory contributions to a tax-free trust account for each of its employees to help employees pay for healthcare expenses not otherwise covered by the City's insurance programs; and

WHEREAS, Unclassified Management personnel currently have the option of cashing out their unused sick leave upon termination, retirement or death or applying their unused sick leave towards CalPERS service credit upon retirement from the City; and

WHEREAS, Unclassified Management personnel have voted to waive this option and instead have their unused sick leave automatically transferred to their respective CALGOVEBA accounts upon termination, retirement, or death according to the following formula:

- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate; and

WHEREAS, there is no additional cost associated with the City allowing for a mandatory transfer of an employee's unused sick leave to their respective CALGOVEBA account; and

WHEREAS, the City joined CALGOVEBA as a way to assist employees with their healthcare expenses and allowing employees to direct the value of their unused sick leave toward their CALGOVEBA accounts is a way for the City to further support its employees and retirees;

NOW, THEREFORE, BE IT RESOLVED that effective April 16, 2024, members of the Unclassified Management group shall have their unused sick leave automatically transferred to their CALGOVEBA account upon termination, retirement, or death.

BE IT FURTHER RESOLVED that effective April 16, 2024, Section 3.B.6. and Section 5.E. of **Resolution No. 12882** shall be amended to read as follows:

SECTION 3. HEALTH & WELFARE BENEFIT PROGRAMS

B. Benefit Cost Adjustments

6. City of Campbell's Voluntary Employees' Beneficiary Association (VEBA) Plan (hereinafter referred to as, "CALGOVEBA")

   a. In replacement of the Retiree Award Program for new employees, Unclassified Management Employees will participate in the established CALGOVEBA program. The City will make a mandatory employer contribution of eighty-six dollars and sixteen cents ($86.16) per pay period to each employee's CALGOVEBA account; and, each employee will make a mandatory (pre-tax) employee contribution of forty dollars ($40) per pay period to their respective employee CALGOVEBA account.

   b. Mandatory Transfer of Unused Sick Leave to CALGOVEBA: *See* Section 5.E. below entitled, "Sick Leave."

SECTION 5. OTHER PROVISIONS APPLICABLE TO ALL UNCLASSIFIED MANAGEMENT EMPLOYEES

E. Sick Leave

Unclassified Management employees accrue 3.69 hours of sick leave per pay period. Accumulation is unlimited. Upon an employee's termination, retirement, or death, the City shall automatically transfer the value of the employee's unused sick leave to his or her respective CALGOVEBA account according to the following formula:

- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate.

BE IT FUTHER RESOLVED that unless it is otherwise stated herein or in **Resolution No. 12882**, it is not the intent of the City Council in approving this resolution to further change, modify, or repeal in any way any of the existing provisions of the City of Campbell Personnel Rules and Regulations; and

FINALLY, BE IT FURTHER RESOLVED that the City Appointing Power and the Human Resources Manager have the authority to take any necessary administrative actions to implement the provisions of this resolution.

PASSED AND ADOPTED this 16th day of April 2024 by the following roll call vote:

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

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: Unclassified MGMT Resolution - CALGOVEBA_Transfer of Unused Sick Leave (Approval of Transfer of Unused Sick Leave to

Attachment: Classified MGMT Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.05.24 (Approval of Transfer of Unused Sick Leave

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AMENDING THE COMPENSATION AND WORKING CONDITIONS FOR UNREPRESENTED CLASSIFIED MANAGEMENT EMPLOYEES, EFFECTIVE APRIL 2024

WHEREAS, the City Council of the City of Campbell desires to establish certain salaries and benefits for unrepresented Classified Management personnel not covered by a Memorandum of Understanding; and

WHEREAS, on August 16, 2022, the City Council adopted **Resolution No. 12881** memorializing the salaries and benefits for Classified Management personnel; and

WHEREAS, on behalf of its employees, the City of Campbell participates in a Voluntary Employees' Beneficiary Association (VEBA) known as CALGOVEBA; and

WHEREAS, through its CALGOVEBA participation, the City of Campbell makes mandatory contributions to a tax-free trust account for each of its employees to help employees pay for healthcare expenses not otherwise covered by the City's insurance programs; and

WHEREAS, Classified Management personnel currently have the option of cashing out their unused sick leave upon termination, retirement, or death, or applying their unused sick leave towards CalPERS service credit upon retirement from the City; and

WHEREAS, Various subgroups of the Classified Management personnel have voted to waive this option and instead have their unused sick leave automatically transferred to their respective CALGOVEBA accounts upon termination, retirement, or death according to the following formula:

- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate; and

WHEREAS, those subgroups include:

- Members who have completed 0 - 4 years of service;
- Members who have completed 5 – 10 years of service;
- Members who have completed at least 21 years of service; and

WHEREAS, there is no additional cost associated with the City allowing for a mandatory transfer of an employee's unused sick leave to their respective CALGOVEBA account; and

WHEREAS, the City joined CALGOVEBA as a way to assist employees with their healthcare expenses and allowing employees to direct the value of their unused sick

leave toward their CALGOVEBA accounts is a way for the City to further support its employees and retirees;

NOW, THEREFORE, BE IT RESOLVED that effective April 16, 2024, members of the above identified subgroups from the Classified Management employees shall have their unused sick leave automatically transferred to their CALGOVEBA account upon termination, retirement, or death.

BE IT FURTHER RESOLVED that effective April 16, 2024, Section 3.B.6. and Section 5.E. of **Resolution No. 12881** shall be amended to read as follows:

SECTION 3. HEALTH & WELFARE BENEFIT PROGRAMS

B. Benefit Cost Adjustments

6. City of Campbell's Voluntary Employees' Beneficiary Association (VEBA) Plan (hereinafter referred to as, "CALGOVEBA")

   a. In replacement of the Retiree Award Program for new employees, Unclassified Management Employees will participate in the established CALGOVEBA program. The City will make a mandatory employer contribution of eighty-six dollars and sixteen cents ($86.16) per pay period to each employee's CALGOVEBA account.

   b. Mandatory Transfer of Unused Sick Leave to CALGOVEBA: *See* Section 5.E. below entitled, "Sick Leave."

SECTION 5. OTHER PROVISIONS APPLICABLE TO ALL CLASSIFIED MANAGEMENT EMPLOYEES

E. Sick Leave

1. Classified Management employees accrue 3.69 hours of sick leave per pay period. Accumulation is unlimited.

2. Mandatory Transfer of Unused Sick Leave to CALGOVEBA.

   a. For employees within the following subgroups, the City shall automatically transfer the value of the employee's unused sick leave to his or her respective CALGOVEBA account upon termination, retirement, or death:

      - Members who have completed 0 - 4 years of service;
      - Members who have completed 5 – 10 years of service; and
      - Members who have completed at least 21 years of service.

Attachment: Classified MGMT Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.05.24 (Approval of Transfer of Unused Sick Leave

b. The transfer of unused sick leave shall be pursuant to the formula set forth below:

- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate.

BE IT FUTHER RESOLVED that unless it is otherwise stated herein or in **Resolution No. 12881**, it is not the intent of the City Council in approving this resolution to further change, modify, or repeal in any way any of the existing provisions of the City of Campbell Personnel Rules and Regulations; and

FINALLY, BE IT FURTHER RESOLVED that the City Appointing Power and the Human Resources Manager have the authority to take any necessary administrative actions to implement the provisions of this resolution.

PASSED AND ADOPTED this 16th day of April 2024 by the following roll call vote:

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

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: Classified MGMT Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.05.24 (Approval of Transfer of Unused Sick Leave

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CAMPBELL AND THE CAMPBELL PEACE OFFICERS' ASSOCIATION MANDATING THAT UPON SEPARATION A MEMBER'S UNUSED SICK LEAVE SHALL BE TRANSFERRED TO THE MEMBER'S CALGOVEBA ACCOUNT, EFFECTIVE APRIL 2024

WHEREAS, on December 20, 2022, the City Council adopted **Resolution No. 12926** approving and ratifying a successor Memorandum of Understanding (MOU) between the City of Campbell (City) and the Campbell Peace Officers' Association (CPOA), covering the period of January 1, 2023, through December 31, 2025, and memorializing the salaries and benefits for CPOA members; and

WHEREAS, on behalf of its employees, the City participates in a Voluntary Employees' Beneficiary Association (VEBA) known as CALGOVEBA; and

WHEREAS, through its CALGOVEBA participation, the City of Campbell makes mandatory contributions to a tax-free trust account for each of its employees to help employees pay for healthcare expenses not otherwise covered by the City's insurance programs; and

WHEREAS, CPOA members' CALGOVEBA benefits are memorialized in the December 20, 2022, MOU between the City and CPOA; and

WHEREAS, CPOA members currently have the option of cashing out their unused sick leave upon termination, retirement, or death or applying their unused sick leave towards CalPERS service credit upon retirement from the City; and

WHEREAS, CPOA members recently voted to waive this option and instead have their unused sick leave automatically transferred to their respective CALGOVEBA accounts upon termination, retirement, or death according to the following formula:

- Under 5 years of completed service: 0% at terminal pay rate;
- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate; and

WHEREAS, there is no additional cost associated with the City allowing for a mandatory transfer of a member's unused sick leave to their respective CALGOVEBA account; and

WHEREAS, the City joined CALGOVEBA as a way to assist employees with their healthcare expenses, and allowing employees to direct the value of their unused sick leave toward their CALGOVEBA accounts is a way for the City to further support its employees; and

Attachment: CPOA Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.08.24 (Approval of Transfer of Unused Sick Leave to

Attachment: CPOA Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.08.24 (Approval of Transfer of Unused Sick Leave to

WHEREAS, the City's negotiation team and CPOA have reached a tentative agreement to amend the December 20, 2022, MOU to allow for the mandatory transfer of unused sick leave towards CPOA members' respective CALGOVEBA accounts upon their termination, retirement, or death, as more fully reflected in the attached Side Letter Agreement between the City and the CPOA **("Attachment A" hereto and made a part hereof)**;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell does hereby approve and ratify the attached Side Letter Agreement such that upon termination, retirement, or death, members of the CPOA shall have their unused sick leave automatically transferred to their CALGOVEBA account.

BE IT FURTHER RESOLVED that effective April 16, 2024, Section III.E of the December 20, 2022, MOU shall be amended to read as follows:

SECTION III. HEALTH & WELFARE BENEFIT PROGRAMS

E. City of Campbell's Voluntary Employees' Beneficiary Association (VEBA) Plan (hereinafter referred to as, "CALGOVEBA")

a. Mandatory City Contribution: During a CPOA member's active employment with the City, the City will make a mandatory contribution of $170 per pay period to that CPOA member's CALGOVEBA account.

b. Mandatory Transfer of Unused Sick Leave to Member's CALGOVEBA: Upon a member's termination, retirement, or death, the City shall automatically transfer the value of the member's unused sick leave to his or her respective CALGOVEBA account pursuant to the formula set forth below:

- Under 5 years of completed service: 0% at terminal pay rate;
- 5 through 10 years of completed service: 20% at terminal pay rate;
- Start of year 11 through completion of year 15: 30% at terminal pay rate;
- Start of year 16 through completion of year 20: 40% at terminal pay rate;
- Start of year 21 and thereafter: 50% at terminal pay rate.

BE IT FUTHER RESOLVED that unless it is otherwise stated herein or in **Resolution No. 12926**, it is not the intent of the City Council in approving and ratifying this Side Letter Agreement to further change, modify, or repeal in any way any of the existing provisions of the City of Campbell Personnel Rules and Regulations; and

FINALLY, BE IT FURTHER RESOLVED that the City Appointing Power and the Human Resources Manager have the authority to take any necessary administrative actions to implement the provisions of this resolution.

PASSED AND ADOPTED this 16th day of April 2024 by the following roll call vote:

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

APPROVED:

_____
Susan M. Landry, Mayor

ATTEST:

_____
Andrea Sanders, City Clerk

Attachment: CPOA Resolution_CALGOVEBA_Transfer of Unused Sick Leave_04.08.24 (Approval of Transfer of Unused Sick Leave to

Side Letter Agreement
Between
City of Campbell
And
Campbell Peace Officers' Association (CPOA)

This Side Letter Agreement Between the City of Campbell and the Campbell Peace Officers' Association (Side Letter) modifies the current Memorandum of Understanding (MOU) between the City of Campbell (City) and the Campbell Peace Officers' Association (CPOA), dated December 20, 2022, and covering the period of January 1, 2023 through December 31, 2025, solely with regards to the distribution of unused sick leave upon a CPOA member's termination, retirement, or death. All other terms of the existing MOU shall remain in effect through December 31, 2025.

This Side Letter further reflects the understanding of the parties arising from resolution of the meet and confer process and the parties hereby agree as follows:

Upon termination, retirement, or death, a CPOA member's unused sick leave shall be deposited into their respective individual CALGOVEBA account, pursuant to the limitations set forth below.

YEARS OF SERVICE	NET % OF UNUSED SICK LEAVE TO CALGOVEBA
Under 5 Years of Service	0%
5 years completed through 10 years completed service	20% at terminal pay rate
Start of year 11 through completion of year 15	30% at terminal pay rate
Start of year 16 though completion of year 20	40% at terminal pay rate
Start of year 21 and thereafter	50% at terminal pay rate

The parties further agree that with this Side Letter, all members of the CPOA waive any option they currently have to designate the use of their unused sick leave upon termination, retirement, or death, including opting to cash out their unused sick leave or opting to use the value of their unused sick leave towards the purchase of years of service.

EXECTUED THIS _____ DAY OF _____ 2024, BY THE EMPLOYER-EMPLOYEE REPRESENTATIVES, WHOSE SIGNATURES APPEAR BELOW, FOR THEIR RESPECTIVE ORGANIZATION

CITY REPRESENTATIVES:

_____
Brian Loventhal, City Manager

_____
Angelique Gaeta, Assistant City Manager

CPOA REPRESENTATIVES:

_____
Matthew Ryan, CPOA President

_____
Lee Heitzman, CPOA Vice President

Attachment: Side Letter Agreement CALGOVEBA_final_04.10.24 (Approval of Transfer of Unused Sick Leave to CALGOVEBA)

City Council Report

Item: **17**
Category: **NEW BUSINESS**
Meeting Date: **April 16, 2024**

TITLE: Climate Action and Adaptation Plan Workplan

RECOMMENDED ACTION

That the City Council receive the report regarding an overview of the Climate Action and Adaptation Plan Workplan.

PURPOSE

The purpose of this report is to inform the City Council of the key workplan milestones ahead associated with an eighteen-month planning effort to create Campbell's first Climate Action and Adaptation Plan. Further, having hired a professional consultant (Rincon Consultants) to assist with the plan development, this report also serves to introduce the project team and provide an overview of the services they have been hired to perform.

BACKGROUND

The City of Campbell is committed to addressing climate change through mitigation of greenhouse gas (GHG) emissions and building resiliency against climate impacts such as rising temperatures, longer droughts, and more severe storms. The adopted 2040 General Plan called for the preparation of a Climate Action and Adaption Plan (CAAP):

> *COS-10.c Prepare a Climate Action Plan that establishes GHG reduction targets that are consistent with Statewide GHG reduction goals, and includes an implementation program to achieve the reduction targets. Periodically review and update the Plan as necessary to achieve the GHG reduction targets specified in the Plan.*

On November 21, 2023, the City Council passed Resolution 13079, authorizing the City to issue an RFP, with proposals due on December 21, 2023. On February 20, 2024, the City Council passed Resolution 13115, awarding the contract to Rincon Consultants (Rincon). The City selected Rincon based on their extensive experience developing Climate Action Plans in California, their familiarity with the Bay Area, and a proposal that was within the City's preferred budget.

DISCUSSION

This report has been divided into three parts to organize and focus discussion. The first part introduces the selected consulting team, Rincon, and subconsultant, BluePoint Planning (BluePoint), and covers the scope of services they have been hired to perform. The second part provides an overview of the timeline and the general approach to the CAAP – including community and stakeholder engagement. The third part discusses implementation.

CONSULANT SERVICES

Founded in 1994, Rincon is a multidisciplinary environmental science, planning, and engineering consulting firm based in Ventura, California, with thirteen offices across California. BluePoint was founded in 2011. Based in Berkley, California, BluePoint is a certified California small, women-owned business. Rincon and BluePoint have a track record of successfully teaming on Climate Action and Adaptation Plans in the Bay Area, including the Santa Clara County Climate Action Roadmap, City of Santa Cruz CAAP, and the Sonoma County Regional Parks Climate Adaptation and Resiliency Plan.

Under the contract, Rincon will conduct a greenhouse gas emissions inventory, assess climate vulnerability, and produce a final CAAP document, with BluePoint's support engaging with community members, City Council, and an Advisory Board throughout the process. Tasks within the workplan are as follows:

Task 1	Project Management
Task 2	Community Engagement • Community Engagement Strategy • Advisory Board Engagement • Community-Based Organization (CBO) Support • Community Engagement Meetings
Task 3	Council Engagement • City Council Meetings
Task 4	Existing Conditions • Tracking of Previous and Ongoing Emissions Reductions Work
Task 5	Greenhouse Gas Analysis • Greenhouse Gas Inventory • Emissions Forecast • Reduction Targets
Task 6	Climate Adaptation Analysis • Climate Impact Mapping • Climate Change Vulnerability Assessment
Task 7	Measure and Action Development • Draft Measures and Actions • Final Measures and Actions
Task 8	CAAP Document • Administrative Draft CAAP • Public Draft CAAP • Final CAAP

Included in the services, Rincon and BluePoint will facilitate a total of at least four (4) community engagement meetings/public workshops, six (6) Advisory Board meetings, and present at five (5) future City Council meetings.

The CAAP will be a user-friendly and readable plan that leverages infographics, photos, and other visuals whenever possible, leaving technical documentation to the appendix to ensure the plan conveys complex topics clearly. The document will be easily accessible to a wide range of community members, while also containing detailed analysis, data, and specific actions.

The CAAP will include both near-term and long-term GHG reduction and resilience measures. The CAAP will also set key performance indicators that will help define a successful implementation of the strategy.

COMMUITY AND STAKEHOLDER OUTREACH

The consulting team will engage the general public at several key points throughout the planning process: (1) at the onset to help set the vision for Campbell's CAAP, (2) to understand challenges that could help inform the draft measures and actions, (3) to provide feedback on proposed measures and actions, and (4) to comment and provide feedback on the draft Plan.

Staff recommends the creation of a standing Advisory Board during the CAAP preparation process that represents the Campbell community and important stakeholders. This group, representing residents, business owners, developers, community organizations, and City Boards and Commissions, will help vet issues, identify opportunities, and act as a direct connection to their communities throughout the process. Staff would ask these different groups for a representative to participate and would also advertise for volunteers through the City's website / social media postings. Staff recommends the Advisory Board contain no more than 10-15 members to allow for productive participation and meeting management. An application process will be developed to allow for members to join the Advisory Board, ensuring ongoing engagement and representation.

Separately staff and the consulting team will engage with partner agencies such as Silicon Valley Clean Energy or Valley Water throughout the process for technical assistance. Finally, staff plans on assembling an internal working group of representatives from the different City departments to work together on strategies and programs that affect City operations.

City Council will also be engaged throughout the process. While subject to change, a rough outline of City Council engagement is as follows:

Council Meeting #1	Project Kick-Off Meeting	April 16, 2024
Council Meeting #2	Present Findings of Emissions Inventory and Community Feedback	July 2024

Council Meeting #3	Present Findings of Vulnerability Assessment and Emissions Forecast	September 2024
Council Meeting #4	Present Scenario Planning and Emissions Reduction Quantification	November 2024
Council Meeting #5	Review Draft CAAP and Community Feedback	May 2025
Council Meeting #6	Adopt Final CAAP	September 2025

Recognizing the schedule could change, City staff will maintain a dedicated public website: https://www.campbellca.gov/1372/Climate-Action and conduct outreach via Nextdoor, Twitter, Facebook, targeted emails, and on the homepage of the City website. The City will mail physical public notices as needed, and advertise upcoming public hearings in the newspaper (Metro).

It is anticipated that community engagement will be conducted both in-person and virtually. In person events are planned to include pop-up events (Campbell Farmers' Market or annual festivals), workshops, and meetings with service organizations. The City will also partner with Community Based Organizations (CBOs), such as Silicon Valley Youth Climate Action, that have a track record of conducting thorough grassroots outreach, This approach will enable a larger number of people to provide input on the CAAP. Staff, Rincon, and BluePoint will be evaluating best practices to conduct these events, utilizing the proper tools and resources to ensure they are engaging and productive. Any meetings conducted via Zoom will also be published on the City of Campbell YouTube Channel.

ADVANCING CLIMATE ACITON IMPLEMENTATION

Staff would like to look for opportunities during the preparation of the CAAP to begin work on implementation actions that address climate goals, in contrast to waiting for the future adoption of the CAAP. Based on feedback from the consulting team and industry experts, staff would look for opportunities to support electrification of existing buildings, installation of EV charging infrastructure, encouragement of alternative modes of transportation, and reduction of heat impacts to the Campbell community. These actions could include pursuing grant opportunities, partnerships, educational programs, or other implementation actions that could mitigate emissions and build resiliency.

FISCAL IMPACT

On June 20, 2023, the City Council adopted the FY 2024 budget approving the appropriation of $300,000 for the development of the CAAP. The total cost of the proposed scope of work with Rincon is $247,725.50. This cost would be incurred over three fiscal years (FY 2024 through FY 2026) with payments occurring monthly. A contingency of $52,274.50 has been held, resulting in a total contract value of $300,000, to provide flexibility for additional community outreach, Council meetings, or implementation support.

Tiffany Hudson

Prepared by: _____

Tiffany Hudson, Environmental Program Specialist

Reviewed by: _____

Rob Eastwood, Community Development Director

Approved by: _____

Angelique Gaeta, Assistant City Manager

Attachment:

a. Stakeholder List for Advisory Board

ADVISORY BOARD

The Board might include members from the following stakeholder groups:

- Business
  - Campbell Chamber of Commerce
  - Downtown Campbell Business Association
  - Commercial Property Owners/Managers (e.g. Pruneyard)
  - Local Businesses (e.g. Paired Power)
- Residential
  - Campbell neighborhood associations
  - Multifamily Property Owners/Managers (e.g. Lyon Living)
- Boards & Commissions
  - Campbell Planning Commission
  - Campbell Bicycle and Pedestrian Advisory Committee
  - Campbell Youth Commission
- Community Organizations
  - Mother's Out Front Silicon Valley
  - Orchard City Indivisible
  - Silicon Valley Bicycle Coalition
  - Silicon Valley Interfaith Community
- Education
  - Campbell Union School District
  - Campbell Union High School District

Attachment: Stakeholder List for Advisory Board (Climate Action Plan – Kick-Off Meeting (Rincon))

City Council Report

Item: 18
Category: NEW BUSINESS
Meeting Date: April 16, 2024

TITLE: Receive Draft Affordable Housing Nexus Study and Provide Direction on Commercial Linkage Fee Ordinance Development and Inclusionary Housing Ordinance Amendments.

RECOMMENDED ACTION

Receive draft affordable Housing Nexus Study and provide direction on policy options for a Commercial Linkage Fee Ordinance and revisions to the Inclusionary Housing Ordinance.

EXECUTIVE SUMMARY

As noted in the February 20, 2024, Study Session report on Financial Status and Funding Strategies for the Housing Program, Campbell's Housing Program is projected to have a negative cash flow in FY 2027. The creation of a commercial linkage fee and updates to the inclusionary housing ordinance were identified as potential funding sources to support the ongoing operations of the City's Housing Program and to help develop affordable housing in the city. In addition, both items are programs in the 2023-2031 Housing Element as further described below.

The purpose of this item is to present the results of a Draft Affordable Nexus Study and solicit feedback from the Council on policy options concerning the adoption of commercial linkage fees and updates to the inclusionary housing ordinance. Based on Council feedback on the policy options, staff would return with a draft ordinance to implement changes, as well as updates to the City's fee schedule.

As explained in further detail within the staff report, staff is recommending the following approaches for establishment of a Commercial Linkage Fee and modifications of the inclusionary housing ordinance:

Commercial Linkage Fee –
Staff recommends the City adopt commercial linkage fees at a lower fee rate so as not to discourage new commercial development in conflict with the City's Economic Development Plan, while still maintaining a new revenue stream into the Housing Program. Staff recommends a proposed commercial linkage fee rate of $9 per square foot for all commercial sectors, incorporating fee reductions and exemptions that address small projects and mixed use projects. Alternative policy options for

consideration by the Council include not adopting a commercial linkage fee, or adopting a fee with tiered fee rates (between different commercial sectors)

Inclusionary Housing Ordinance –

Staff recommends the City adopt modifications to the City's Inclusionary Housing Ordinance that lowers the threshold for housing projects subject to the Ordinance from 10 units to 5 units. Staff recommends modifications to the Ordinance that allow developers to pay in lieu fees, instead of providing an inclusionary unit, for small projects (5-6 unit projects) and for fractional units of 0.49 or less. All other projects (over 7 units in size and fractional units 0.50 and above) would be required to provide an inclusionary housing unit. This approach is intended to capture new fee revenue into the housing program while prioritizing the provision of inclusionary housing units over in lieu fees. Alternative policy options for consideration by the Council include not modifying the City's Inclusionary Housing Ordinance, allowing all projects under 10 units to pay in lieu fees, and allowing all fractional units (0.01 to 0.99) to pay fees.

BACKGROUND

On April 18, 2023, the City Council adopted a Housing Element for the 2023-2031 planning period that identified programs to modify the City's Inclusionary Housing Ordinance (Program H-1a) and establish a Commercial Linkage Fee (Program H-1b) as follows:

> ***Program H-1a: Inclusionary Housing Ordinance Implementation:***
> Amend the Inclusionary Housing Ordinance to offer developers a menu of options for achieving affordability, adjusting the percentage of units required to be affordable depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low income). These amendments could also include:
>
> - Initiating a nexus study to reevaluate increasing the affordable housing in-lieu fee.
> - Updating the inclusionary ordinance to require for-sale projects to provide the same allocation of units available to lower-income and very low-income units that is required for rental projects.
> - Modifying the In-Lieu Fee threshold to apply only to developments of 5-9 units. Housing developments of 10 or more units would not be allowed to substitute affordable units with in-lieu fees.
>
> ***Program H-1b: Commercial Linkage Fee****:*
> Establish an affordable housing impact fee that will apply to nonresidential development to provide an additional local source of revenue to support production of affordable housing.

On May 16, 2023, the City Council approved the issuance of a Request for Proposals for the preparation of an Affordable Housing Nexus Study consistent with the requirements of Housing Element Programs H-1a and H-1b above.

On September 5, 2023, the City Council approved a contract with BAE Urban Economics for the preparation of an Affordable Housing Nexus Study.

BAE Urban Economics has now completed the draft Affordable Housing Nexus Study (Nexus Study) and the results are summarized in this report with associated policy options for Council review and feedback.

DISCUSSION

The following discussion is divided into three key topic areas: I) Commercial Linkage Fee Analysis; II) Inclusionary Ordinance and In-Lieu Fee Analysis; and III) Potential Revenue Generation.

I. <u>Commercial Linkage Fee Analysis</u>

Guiding Principles

In consideration of the City's need to support economic development as identified in the City's recently adopted Economic Development Plan, acknowledging current market challenges in financing commercial development and feedback from the development community during stakeholder engagement for the Nexus Study, staff has identified the following guiding principles to support consideration of the policy options for commercial linkage fees.

1. Establish fees that allow the city to maintain a constant revenue source into the Housing Program to support development of affordable housing and achieve the Housing Element goals.
2. Set fees at a reasonable rate so as not to discourage new commercial development in conflict with the City's Economic Development Plan.
3. Set fees to be equitable (not burden large or small projects).
4. Make the fee structure simple to understand.

Nexus Study

The commercial linkage fee section of the Nexus Study is divided into two discussion topics. The first provides a Nexus Analysis of the impact that new commercial construction has on the need for affordable housing. The second serves to provide a financial feasibility analysis that evaluates how commercial linkage fees, which serve to provide the City funds to support the development affordable housing development, might impact the feasibility of new commercial development. These two topic areas are discussed in greater detail as follows:

A. Nexus Analysis – Justifiable Fee

Commercial linkage fees are considered "development impact fees" which are subject to the requirements of the California Mitigation Fee Act. Under the California Mitigation Fee Act (Government Code Section 66000 et seq.), local governments must adopt a nexus study that demonstrates a reasonable relationship between the impacts of new development, the facilities needed to address those impacts, and the fees that the jurisdiction intends to charge. When adopting fees, the nexus study provides the authority to establish fees to mitigate all, or a portion, of the costs identified by the nexus study to address the impacts of new development.

The nexus portion of the commercial linkage fee analysis identifies the relationship, or "nexus", between the construction of new non-residential projects and the need for affordable housing funds. The commercial linkage fee nexus analysis is based on the premise that new commercial land uses generate new employment for workers that will have a range of household incomes. Due to high housing costs in Campbell, new workers with extremely low, very low, or low household incomes will be unable to afford most market-rate housing in the City without incurring substantial cost burdens. The

resulting impact from new non-residential development is an increase in workers in Campbell that face a lack of affordable housing options. The commercial linkage fee mitigates these impacts by generating revenue to support the construction of housing affordable to the new lower-income worker households.

Based on the nexus analysis, the maximum justifiable fee ranges from $34 to $129 per square foot based on product type as summarized in Table 1 below. Retail/Restaurant uses result in the greatest need for affordable housing and Light Industrial results in the lowest need.

Type	Maximum Justifiable Fee
Office	$47 per sq. ft.
Retail/Restaurant	$129 per sq. ft.
Hotel	$49 per sq. ft.
Light Industrial	$34 per sq. ft.

Table 1: Maximum Commercial Linkage Fee

B. Feasibility Analysis

The purpose of the financial feasibility analysis is to determine the financial feasibility of building new non-residential projects under current market conditions and the effect of commercial linkage fee rates on development feasibility. The study evaluated four prototype development projects as noted in Table 2 below. All four prototype projects were found to be infeasible to build in current market conditions.

	Office	Retail	Industrial	Hotel
Project Prototype	3-story building with structured parking garage on 3.0 acres	Freestanding one-story retail building with surface parking on 0.5-acre site	Single story light manufacturing building with surface parking on 1.0 acres	4-story, 130 room hotel development with mostly surface parking on 2.5 acres
Feasible? (Under Current Market Conditions)	No	No	No	No

Table 2: Feasibility Analysis

The feasibility analysis utilized a methodology for assessing the impact that commercial linkage fees have on new non-residential developments by evaluating potential fees as a proportion of total development costs. The concept with this approach is that fees are unlikely to have a major impact on development feasibility if the fee rate is set to be equal to a relatively low share of total development costs. Although Table 2 notes that the four commercial prototypes are currently not financially feasible to develop, the Nexus Study identified a fee rate equivalent of up to 2% of development costs would be unlikely to make a difference in a developer's decision to develop a commercial building. Based on this approach, **staff recommends setting the commercial linkage fee at two percent of the total development costs** for each prototype as this is

unlikely to have a significant impact on a project's development feasibility, independent of market conditions.

Table 3 shows a fee rate scenario that demonstrates the commercial linkage fee rates that would be equal to two percent of the total development costs for each prototype, not including land or developer profit, with total development costs based on the financial pro forma analysis provided in the Nexus Study report. All of these fee rates are lower than the maximum justifiable fee for each use that is identified in the commercial linkage fee nexus analysis as shown in Table 1 above.

	Office	**Retail**	**Industrial**	**Hotel**
TDC/Sq. Ft. (not including land)	$743	$474	$463	$595
Fee Rate Scenario				
2% of TDC	$14.86	$9.49	$9.27	$11.89

Table 3: Possible Commercial Linkage Fees at Two Percent of Total Development Cost

In keeping with the guiding principles of establishing a fee structure that is simple to understand, **staff recommends charging a flat rate fee of $9 per square foot across all commercial product types**, which is at the lower end of the two percent fee rate scenario and significantly lower than the than the maximum justifiable fee identified in Table 1.

C. Benchmarking Analysis

An evaluation of the fees that are assessed by neighboring jurisdictions can help to evaluate the impact that commercial linkage fees might have on financial feasibility in Campbell. To the extent that cities with comparable market conditions assess fees and continue to attract new non-residential development, this could serve as an indication that Campbell could potentially assess similar fees without making non-residential development infeasible. Conversely, if Campbell were to adopt fees that are significantly higher than the fees charged in nearby jurisdictions, this could affect developers' willingness to pursue projects in Campbell if developers are able to find attractive development opportunities in nearby cities with lower fees. However, it should be noted that developers consider many factors when deciding where to pursue development opportunities, with the local market being a major factor, and City fees may have only a limited impact on the overall decision-making process. Table 4 provides a summary of the fees charged by nearby Jurisdictions by product type compared with the staff recommended fee rate of $9 per square foot.

City	**Office Fee**	**Retail Fee**	**Hotel Fee**	**Industrial Fee**
Campbell *(Recommended)*	$9	$9	$9	$9
Cupertino	$33.76	$14.24	$16.88	$33.76
Mountain View	$33.00[a]	$3.50[f]	$3.50[f]	$33.00[a]
San Jose[b]	$17.44[c]	$0	$5.81[h]	$3.49[i]
Santa Clara	$28.79[d]	$7.20[i]	$7.20	$14.39[d]

Sunnyvale	$23.00[e]	$20.50	$20.50	$23.00[e]

[a] Lower fee applies to first 10,000 SF.
[b] 20% discount applies if paid prior to Building Permit issuance. 100% of fee rate paid at scheduling of final building inspection.
[c] Fee shown applies to developments ≥100,000 sq. ft in the Downtown and nearby area; lower fees/no fees apply to smaller projects and in other areas. No fee for any office development in the South and East San Jose Growth Areas.
[d] Fee charged at ½ rate for first 20,000 SF.
[e] Fee charged at ½ rate for first 25,000 SF.
[f] Lower fee applies to first 25,000 SF.
[g] No fee applies to retail developments <5,000 SF.
[h] Fee does not apply to common area.
[i] No fee applies to industrial developments <100,000 sq. ft. or in the Edenvale & Monterey Corridor area.

Table 4: Commercial Linkage Fees in Other Jurisdictions (per square foot)

Cupertino, Mountain View and Sunnyvale have the highest per square foot commercial impact fees. There are nuances to many of the other cities' commercial linkage fee programs. For example, the City of San Jose exempts retail uses and Cupertino and Mountain View both charge a reduced fee for hotel and retail uses as noted in the footnotes in Table 4.

Another consideration when establishing fees is to consider the strength of the local market in the different commercial sectors. One method to evaluate the strength of the market is to consider current lease rates per square foot for commercial projects, as well as hotel revenues per room. Cities with higher lease rates could indicate a stronger market which could better tolerate a higher commercial linkage fee, whereas cities with lower lease rates could be an indicator of a softer market which would be more vulnerable to higher commercial linkage fees. Table 5 provides the average rent per square foot by product type, along with the revenue per hotel room for Campbell compared with nearby jurisdictions.

City	Office Rent/ Sq. Ft.	Retail Rent/Sq. Ft.	Hotel Revenue/ Room	Industrial Rent/ Sq. Ft.
Campbell	$4.13	$3.34	$109	$2.02
Cupertino	$4.76	$3.09	$120	N/A
Mountain View	$5.15	$3.02	$139	$2.53
San Jose	$3.96	$2.83	$101	$1.37
Santa Clara	$2.87	$3.01	$104	$1.61
Sunnyvale	$4.62	$3.12	$101	$2.28

Table 5: Average Monthly Rent per Square Foot and Average Hotel Revenue per Room

As shown. Campbell has a stronger lease rate than nearby jurisdictions in Retail and is benchmarked in the middle of the other jurisdictions with respect to Office, Hotel, and Industrial.

D. Developer Feedback

The process for preparing this Nexus Study report included obtaining input from residential and non-residential developers through a series of one-on-one interviews, two developer focus group sessions, and an online developer survey. The developer

interviews focused on collecting input on detailed assumptions for the financial feasibility analysis and included general discussion of the impact that changes in the in-lieu fees and adoption of commercial linkage fees might have on development feasibility in Campbell.

In addition to one-on-one interviews conducted by the consultant, City staff held three meetings to engage the development community on November 3, 2023, November 8, 2023, and March 6, 2024. During these meetings, both the residential and commercial developers provided the following feedback:

- One-on-one interviews served to inform the pro-formas and prototypes that were used in the feasibility analysis.
- They emphasized the importance of transparency and the predictability of the requirements.
- They expressed concerns about the feasibility challenges in the current market conditions.

Commercial developers provided the following feedback specific to the commercial linkage fees:

- Developers stated that the current non-residential market is very challenging.
- Some developers expressed a preference for having the option to pay commercial linkage fees later in the process than is typical for impact fees.
- They expressed support for a phased in approach for fee implementation.
- Some participants recommended alternatives to a commercial linkage fee to generate revenue for affordable housing, such as using a portion of the City's transient occupancy tax revenues or instituting a transfer tax on the sale of all property.

Commercial Linkage Fee Policy Options

Based on the results of the Nexus Study and the guiding principles, staff have developed the following policy options and recommendations for the Commercial Linkage Fee Program:

Option 1: Adopt a flat rate per square foot fee (Staff Recommended).

In keeping with the guiding principles identified earlier in the report, Option 1 involves adopting a flat rate fee of $9 per square foot for all commercial uses as further described below.

Staff also recommends that the city provide a fee reduction for smaller projects and exempt the non-residential portions of mixed use projects, to further the city's economic development goals and encourage mixed use development. In summary, staff recommends the following program components for the Commercial Linkage fee:

1. Fee:
    a. $9 flat fee per square-foot for all commercial/industrial uses (garage areas exempt).
    b. Require payment at time of building permit issuance.

2. Exemption:
    a. Provide a fee exemption for the non-residential component of vertical mixed-use projects (up to 15% of total building area).

3. Fee Reduction:
    a. Small Projects: 50% of fee rate when resulting in 5,000 sq. ft. or less of net new area.
    b. Large Projects: 50% of fee rate for each additional square-foot over 100,000 sq. ft. of net new area.

4. Credit for Existing Building Area:
    a. Provide credit for existing and/or recently demolished buildings, provided that less than two years elapses between the date of demolition permit final and the date of linkage fee payment.

5. Effective Date:
    a. Delay effective date for one year following adoption.

See examples on how Option 1 would apply to sample projects in Attachment B.

Option 2: Do not adopt commercial linkage fees.

The City may wish to refrain from adopting any commercial linkage fees at this time. This option is based on the non-residential financial feasibility analysis presented in this report, which found that office, retail, hotel, and industrial development faces financial feasibility challenges in the current market.

Option 3: Adopt Tiered Commercial Linkage Fees Based on Building Type.

Option 3 involves adopting commercial linkage fees with lower fees for specific uses based on various policy goals. If the City pursues this option, fees for some uses could be set at up to two percent of total development costs, while fees for other uses would be set at lower rates.

As noted in the benchmarking analysis, several cities have lower fees for retail and hotel uses since they tend to be income generating uses (i.e., sales tax and TOT tax). The City could adopt a similar approach as shown in Table 6 to lower fees for retail and hotel. However, as the staff recommended approach already proposes several fee reductions and exemptions, it is unlikely that there will be many retail projects in the City that pay fees, with the exception of any new large retail centers.

Type of Use	Maximum Fee per Square Foot
Office	$9
Retail/Restaurant	$4.50
Hotel	$4.50
Light Industrial	$9

Table 6: Maximum Fee Rates – Tiered Commercial Linkage Fees

II. Inclusionary Housing Ordinance and In-Lieu Fee Analysis

Guiding Principles

Guidance for considering policy options for the Inclusionary Housing Ordinance modifications was identified in Program H-1a in the Housing Element, that established objectives for the modifications to the existing inclusionary housing ordinance as summarized below:

> ***Program H-1a: Inclusionary Housing Ordinance Implementation:***
> Amend the Inclusionary Housing Ordinance to offer developers a menu of options for achieving affordability, adjusting the percentage of units required to be affordable depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low income). These amendments could also include:
>
> - Initiating a nexus study to reevaluate increasing the affordable housing in-lieu fee.
> - Updating the inclusionary ordinance to require for-sale projects to provide the same allocation of units available to lower-income and very low-income units that is required for rental projects.
> - Modifying the In-Lieu Fee threshold to apply only to developments of 5-9 units. Housing developments of 10 or more units would not be allowed to substitute affordable units with in-lieu fees.

As noted above, the Housing Element did not identify any proposed changes to the City's existing 15% inclusionary housing requirement, but instead identified modifying the ordinance to:

- Expand the ordinance to apply to smaller projects, and
- Establish fees for fractional units to generate income for the Housing Program.

This approach is intended to allow the existing inclusionary housing ordinance to continue to produce units (instead of fees) and supplement the unit production with an additional revenue stream to support the housing program.

Current Inclusionary Housing Requirements and In-Lieu Fee

Campbell's current inclusionary housing ordinance requires that new residential developments with ten or more units provide 15 percent of the units as affordable inclusionary units. For rental developments, 40 percent of the inclusionary units must be affordable to very low-income households, with the remainder affordable to lower-income households. For for-sale developments, 40 percent of the inclusionary units must be affordable to lower-income households, with the remainder affordable to moderate-income households. A table comparing the inclusionary housing requirements for a 100-unit rental and for-sale project is as follows:

City Inclusionary Requirement – 100 Unit Project		
	Rental	**For-Sale**
Very-Low Income Units	6 units	N/A
Low-Income Units	9 units	6 units
Moderate Income Units	N/A	9 units
Total Obligation (15% of units)	**15 units**	**15 units**

Table 7: Inclusionary Housing Requirements – Rental vs. For-Sale

Projects with a density of six dwelling units per acre or less have the option to pay an in-lieu fee rather than providing the inclusionary units. The current in-lieu fee is $21.50 per square foot for rental developments and $34.50 per square foot for for-sale developments. For example, a ten unit, for sale single family development with an average home size of 2,000 sq. ft., built at a density of six dwelling units per acre or less, would have the option to pay an in-lieu fee totaling $276,000 (10 units x .15% = 2 units; 2 units x 2,000 sq. ft. per unit x $34.50 per square foot).

Nexus Study Analysis

Unlike commercial linkage fee programs, which focus on the establishment of fees, inclusionary housing programs focus on the production of affordable housing units. As an alternative to providing housing units, Inclusionary Housing Programs offer an "in-lieu fee" which is not subject to the same "nexus" standard as commercial linkage fees as developers retain the option of providing affordable housing units instead of paying the in-lieu fee. By state law, a local requirement to provide affordable housing units is also not subject to a nexus standard, provided that the required inclusionary housing percentage does not exceed 15 percent of the conforming units provided. The study offers two alternative methods for determining a reasonable residential in-lieu fee in Campbell, as well as recommendations for implementing an updated in-lieu fee.

In addition, this study includes a residential financial feasibility analysis to evaluate the feasibility of various types of residential development in Campbell. The residential financial feasibility analysis can help to inform the consideration of potential changes to the inclusionary ordinance. The financial feasibility analysis also informs recommendations related to updating the City's inclusionary housing in-lieu fees.

A. Feasibility Analysis

The financial feasibility analysis portion of the Nexus Study evaluated the feasibility to develop five residential prototypes in today's market conditions, consisting of two rental prototypes and three for-sale housing prototypes at various densities. The prototypes that were evaluated in the analysis and their financial feasibility is summarized in Table 7 below.

Residential Prototypes	Feasible Under Current Market Conditions?
Prototype 1: Low-Density MF Rental	No
Prototype 2: High-Density Mixed Use	No
Prototype 3: For-Sale Condo	No
Prototype 4: For-Sale Townhomes	Yes
Prototype 5: Single-Family Subdivision	Yes

Table 8: Residential Prototype Developments

The feasibility of higher-density housing prototypes in the City is currently challenging due to construction cost increases and other external market factors. However, lower-density prototypes including townhomes and detached single-family units are currently feasible, driven by the cheaper cost of construction for these development typologies and high sale prices. For the projects that are currently infeasible, even eliminating the city's inclusionary housing requirement is insufficient to render projects feasible, highlighting the external factors that are driving the current infeasibility. Based on the current inclusionary housing ordinance and in-lieu fee payment option, the single-family six-unit prototype is not subject to the inclusionary housing ordinance, as it provides less than ten units, despite being the most feasible to build.

B. Inclusionary Housing In-Lieu Fee Analysis

The inclusionary housing in-lieu fee analysis included two approaches for calculating the in-lieu fee: 1) the inclusionary unit construction cost approach; and 2) the point of indifference approach. Both of these options are industry standard and have been used by other jurisdictions in other in-lieu fee analyses.

Inclusionary Unit Construction Cost Approach

Many cities base their inclusionary in-lieu fees on the cost to construct an affordable unit, often through a formula that applies on a project-by-project basis that is tied to the cost of construction. However, the method that cities use to establish in-lieu fees is individual and relates to the objectives that they are trying to achieve, such as more production of BMR units versus accepting in-lieu fees. To inform the City's consideration of an inclusionary in-lieu fee, an analysis of the cost to construct inclusionary units in each of the five residential prototypes was analyzed in the report. As shown in Table 9 below, the in-lieu fee amount based on the construction cost approach ranges from $107 to $115 per net residential square foot for the rental prototypes. The lower-density rental prototype yields the lowest in-lieu fee amount, due to a lower per-unit development cost for that prototype. Using the construction cost approach, the in-lieu fee for the for-sale units is equal to $96 per net square foot for the condominium

prototypes, $70 per net square foot for the townhouse prototype, and $83 per net square foot for the single-family prototype.

	Prototype 1: Low-Density MF Rental	Prototype 2: High-Density Mixed Use	Prototype 3: For-Sale Condo	Prototype 4: For-Sale Townhomes	Prototype 5: Single-Family Subdivision
Construction Cost In-Lieu Fee Amount					
Total In-Lieu Fee Amount	$5,293,459	$12,759,012	$6,109,723	$2,754,805	$1,287,321
Fee Per Net Residential Sq. Ft.	$107	$115	$96	$70	$83

Table 9: Construction Cost In-Lieu Fee by Prototype

Point of Indifference Approach

Another methodology used in the nexus study for an in-lieu fee is setting the fee at the "point of indifference", or establishing the fee at which point a developer will generally be just as likely to provide an affordable housing unit or pay a fee to satisfy their inclusionary housing obligation. Fees set at the "point of indifference" are those generally equivalent to providing inclusionary units in a project. Fees that are set higher than this amount will generally incentivize developers to provide affordable units instead of paying the in-lieu fee because providing the units will be more cost-effective. Conversely, fees that are set lower than this amount will generally incentivize developers to pay the in-lieu fee instead of providing the affordable units. The analysis evaluated the point of indifference by determining the in-lieu fee rate for each prototype that would result in the same feasibility results as providing inclusionary units.

The resulting in-lieu fee rates for each prototype approximate the "point of indifference," or the inclusionary in-lieu fee payment that would have approximately the same cost impacts as providing affordable units within the project. In other words, if all else were equal, a residential rental project that pays the "point of indifference" fee rates shown in Table 10 would generally support the same residual land value as a project that provides the affordable units on site.

	Prototype 1: Low-Density MF Rental	Prototype 2: High-Density Mixed Use	Prototype 3: For-Sale Condo	Prototype 4: For-Sale Townhomes	Prototype 5: Single-Family Subdivision
Existing Fee per SF	$21.50	$21.50	$34.50	$34.50	$34.50
Point of Indifference Fee per SF	$55.50	$63.50	$61.50	$92.00	$90.50

Table 10: Point of Indifference In-Lieu Fee Amount by Prototype

In comparing both methodologies, the point of indifference approach results in a lower fee across product types, with the exception of the for-sale townhomes and single-family home prototypes. The construction cost approach results in higher fees for low-density multifamily rental, high density mixed use and for-sale condos. In keeping with the guiding principle of establishing a fee structure that is simple to understand, **staff**

recommends setting a flat rate fee of $60 per square foot across all product types, which is at the lower end of the range for the point of indifference approach.

C. Residential Fee Benchmarking Analysis

The Nexus Study gathered information on 1) inclusionary housing in-lieu fees charged in nearby jurisdictions; and 2) total impact fees charged on residential uses in nearby jurisdictions. The fee information collected may inform Campbell's process for identifying an in-lieu fee. To the extent that cities with comparable market conditions assess fees and continue to attract new residential development, this could serve as an indication that Campbell could potentially assess similar fees without making residential development infeasible.

However, inclusionary housing in-lieu fees have little or no effect on the financial feasibility of residential development projects in jurisdictions where use of the in-lieu fee is generally restricted to specific types of projects, and therefore the information provided in Table 12 below should be considered within a broader policy context.

In addition, the methodology for establishing in-lieu fees varies greatly and is highly dependent on the policy goals of each individual jurisdiction. For example, if the goal of a City is to produce more BMR units onsite, they may set their in-lieu fees higher and discourage the ability to pay a fee rather than provide the units.

In addition to the fees charged by neighboring jurisdictions, the analysis gathered data on the inclusionary unit threshold and the affordability terms imposed by other jurisdictions as summarized in Tables 11, 12, and 13 below.

Jurisdiction	For-Sale Threshold	Rental Threshold
Campbell (Staff Recommendation)	5 units	
San Jose	10 units	
Los Gatos	5 units	
Sunnyvale	7 units	3 units
Cupertino	Requirements apply to projects of any size.	
Mountain View		
Santa Clara		

Table 11: Inclusionary Threshold Requirements by Jurisdiction

Jurisdiction	For-Sale Fee Rate	Rental Fee Rate
Campbell (Staff Recommendation)	$60	$60
Cupertino	$21.36-$28.48	$28.48-$35.60
Los Gatos	6% of building permit valuation	6% of building permit valuation
Mountain View	$63-$144	$111
San Jose	$14.54-$29.07	$0-$49.99
Santa Clara	Market value – affordable sales price X fractional amount due	$28.79
Sunnyvale	7% of sales price of all units in project	$15-$30

Table 12: Inclusionary Housing In-Lieu Fees in Nearby Jurisdictions

Jurisdiction	Rental Units	For-Sale Units
Campbell (Staff Recommendation)	55	55
Cupertino	99	99
Los Gatos	In Perpetuity	In Perpetuity
Mountain View	In Perpetuity	In Perpetuity
San Jose	99	99
Santa Clara	55	20
Sunnyvale	55	30

Table 13: Inclusionary Housing Affordability Terms in Nearby Jurisdictions

Regarding the inclusionary housing obligation unit threshold, the City's proposed recommendation of a five-unit threshold is in line with nearby jurisdictions. The City of San Jose has a higher threshold of 10 units, while most other cities have thresholds that are similar or lower than five units. For the in-lieu fee rate, it is difficult to compare as previously noted that cities structure their fees based on their policy goals, such as producing more units or collecting more fees. As for the housing affordability term, the City is comparable to some nearby jurisdictions and lower than others, such as the cities of Cupertino, Los Gatos, Mountain View and San Jose.

D. Developer Feedback

Residential developers provided the following feedback specific to the inclusionary housing requirements:

- Some developers expressed that they would like to see an expansion to the in-lieu fee option.
- They expressed their desire to provide flexibility in satisfying the inclusionary housing requirements.
- They would like to see the 10-unit threshold for applicability remain.
- Developers commented that the City method of calculating fees resulted in a significantly lower fee compared to other communities and should drop its current method of calculating fees in favor of that used by other jurisdictions.

In addition to holding stakeholder meetings, staff made the draft Nexus Study available to the developer community on March 28, 2024, and posted it on the City's Nexus Study webpage. Developers and other stakeholders were afforded the opportunity to provide additional feedback to staff via written email communication or by scheduling one-on-one meetings with staff. Additional feedback received on the draft Nexus Study is summarized below.

- One developer noted that all fees should be paid at Certificate of Occupancy as opposed to the Building Permit issuance.
- Another developer commented that there should not be any additional fees as they make things more expensive in a down market.

- Another developer suggested that the city "waive" all fees for units that are provided at 60% of the average median income (AMI) or below.

Inclusionary Ordinance Policy Options

Based on the results of the Nexus Study and the guiding principles, staff have developed the following policy options and recommendations for the Inclusionary Housing Ordinance and In Lieu Fees. All Policy Options assume the City will maintain its 15% Inclusionary rate:

Option 1: Increase In-lieu fees to the point of indifference fee rate of $60 with a threshold of five (5) units (Staff Recommendation)

1) Inclusionary Requirement:
   a) Lower inclusionary requirement threshold to 5 units (currently starts at 10 units)
   b) Allow developers to pay fees in two circumstances:
      i) 5- and 6-unit projects (less than one whole unit)
      ii) When a 15% inclusionary calculation results in a fraction of less than 0.5, the developer may choose to pay for the fractional fee amount rather than providing an additional unit.

2) Fee Requirement:
   a) Establish a $60 flat fee per square-foot (for all unit types) (exempting ADUs and JADUs)

3) Other Program Requirements:
   a) Fee Calculation and Payment Methodology:
      i) Multiply fee against total project area (instead of area of unit not provided)
      ii) Require payment at time of building permit issuance (same as existing)
      iii) Use following formula to calculate fees for any eligible fractional obligation: Fee Rate x Fractional Inclusionary Units / Total Inclusionary Units Required x Habitable Square Feet = Total Due

   b) Effective Date:
      i) Delay effective date for one year following adoption.

   c) Affordability Restriction Period:
      i) 55 years initial period (currently 45 years for ownership and 55 years for rental)
      ii) 55 years for any renewal (currently 45 years for both ownership and rental)

See examples on how Option 1 would apply to sample projects in Attachment B.

Option 2: Same as Policy Option 1 but allow payment of an in-lieu fee up for all projects under 10 units

This option would allow housing development projects of up to 10-units to pay out a fee for their entire inclusionary obligation (9 units x 15% = 1.35 units). This includes projects of between 7-9 units (in addition to 5- and 6-unit projects).

This option is not recommended because the City will not be able to capture whole units in projects between seven and nine units, which would have the option to pay an in-lieu fee rather than providing the unit in the project. Although this option would provide more revenue for the program, staff recommends against this option because it is preferable to capture whole units within a development whenever possible.

Option 3: Same as Policy Option 1 but allow all fractional units (even above 0.5) to provide an in-lieu fee

Under this option, all fractional units calculated between 0.01 and 0.99 would be allowed to pay an in-lieu fee, including projects where the calculation results in 0.5 or above (the staff recommended approach only allows payment when the calculation is 0.01 – 0.49. Under Campbell's existing ordinance, all calculations of 0.5 or above require the developer to provide a whole inclusionary unit (1.51 = 2 units).

This option is not recommended because the City will forego a whole unit when the fraction results in 0.5 or above and is inconsistent with the existing inclusionary housing ordinance methodology.

Option 4: Retain Existing Ordinance and In Lieu Fees

As previously mentioned, the City has an existing inclusionary housing ordinance which is applicable to new housing developments of 10 units or more. Projects with a density of six dwelling units per acre or less have the option to pay an in-lieu fee rather than providing the inclusionary units. The current in-lieu fee is $21.50 per square foot for rental developments and $34.50 per square foot for for-sale developments. Under this option, the threshold and fees would remain unchanged. If the existing fees are retained, there would be no new revenue produced for the housing program.

III. Potential Revenue Generation

The following tables serve to illustrate potential fees that may result from the proposed commercial linkage fee program and proposed changes to the City's Inclusionary Ordinance.

A. Commercial Linkage Fee Program

The following table serves to estimate the commercial linkage fees that would have been generated by several of the more recent, and significant, commercial projects in the city, using the staff recommended fee rate.

Non-Residential Development Projects by Land Use Type

Land Use Type	Prior Sq. Ft.	New Sq. Ft.	Net New Sq. Ft.	Rate	Obligation
Industrial					
680 E. McGlincy (Trojan)	4,200	156,500	152,300	100,000 at $ 9.0 & 52,300 at $4.5	$ 1,335,350
930 Dell Avenue (Vacant Lot)	0	7,867	7,867	$ 9.0	$70,802
Office					
675 Creekside Way (8x8)	0	173,000	173,000	$ 9.0	$ 1,557,000
1700 Dell (Creekview Office)	71,620	161,870	90,250	$ 9.0	$ 812,250
Retail/Restaurant					
1887 S. Bascom Ave. (B.Steak.A)	6,487	6,972	485	$ 4.5	$ 2,183
2000 S. Bascom Ave. (Habit)	5,050	5,192	142	$ 4.5	$ 639
Hotel					
655 Creekside (Courtyard Marriot)	0	95,473	95473	$ 9.0	$ 859,257
Mixed-Use (Commercial Component)					
1725 S. Bascom (Revere)	60,000	15,309	-44,691	$ 9.0	N/A
Estimated Fee Total (over 15-year period)					4,637,481

While it's challenging to precisely forecast the exact scale, type, and volume of new floor space added annually by projects, the table may be used to estimate potential fee generation over a 15-year period. Using this table as a guide, the commercial linkage fee program could generate up to $4 million in fees over a comparable time frame, **averaging approximately $300,000 in fees per year**

When considering this estimate, it is important to consider that the table does not include every commercial project constructed in the past 15 years (e.g., Opa's, Penny Lane, Onyx), and does not account for potential changes to market conditions (i.e., establishing a commercial linkage fee) or recent development trends (i.e., decline in office development).

B. Inclusionary Ordinance Program:

The following table serves to illustrate the amount of housing in-lieu fees that would have been generated by three recent housing development projects in the city.

Land Use Type	Inclusionary Req. (15% prior to D.B.)	Project Area (excluding ADUs/JADUs)	Obligation
Mixed-Use (Residential Component)			
1725 S. Bascom (Revere) (124 rental apartment units)	18.6 units	365,059 sq. ft.	19 units (.6 >.5 = Provide Unit)
Residential			
Mozart (25 single family units)	3.75 units	72,525 sq. ft.	4 units (.75 >.5 = Provide Unit)

880 Harriet & 100-300 Haymarket (6 single-family units)	0.9 units	40,895 sq. ft. (6,815 sq. ft. average unit size)	1 unit or $2,453,700
162-172 Lottie Lane (6 attached townhomes)	0.9 units	15,180 sq. ft. (2,530 sq. ft. average unit size)	1 unit or $910,800

The table above serves to illustrate the choice housing developers will be presented with when opting to pay a fee or provide an additional inclusionary unit. In the first two examples the developer would have no choice but to provide inclusionary units. In the last two examples, while the developer would have the "choice" to provide a unit or pay a fee. However, given that the average unit sizes of projects included in the table are larger than those studied by the prototypes, they may have been more likely to have provided a unit instead of paying the in-lieu fee to satisfy their inclusionary housing obligation.

While challenging to predict housing development trends, it may be estimated that, on average, the city may see up to six (6) qualifying projects per year based on past development trends and new housing opportunities provided over the next 15-years. Assuming that half of the qualifying projects are ineligible to "fee out", since their fractional inclusionary obligation are 0.5 and over, a rough estimate of potential fees generated may be calculated as follows:

Housing Projects	Projects Eligible to Pay In-Lieu Fee	Projects Opting to Pay Fee	Estimated Revenue
90 Projects (6 projects/yr. x 15 yrs.)	45 Projects (Half of all projects will qualify to pay an in-lieu fee)	22.5 Projects (Half of qualifying projects will opt to pay the fee, rather than provide a unit)	$2,370,000 ($158,000/yr.)

Note: Table assumes each project averages 95 units with an average unit size of 1,580 sq. ft. for estimation.

Using this table as a guide, the inclusionary in lieu fees could generate up to $2.3 million in fees over a comparable time frame, **averaging around $158,000 in fees per year.**

When considering this estimate, it is important to consider that the table excludes projects with 5 or 6 units to simplify the estimate and would span the current, and next, housing element planning periods.

C. Total Revenue:

Accounting for the annual fee revenue anticipated by the Commercial Linkage Fee Program ($300,000 a year) and the proposed changes to the Inclusionary Ordinance Program ($158,000 a year) the proposed changes *may result in a total of **$458,000** in fee revenue per year* which may be used to support new housing development.

Based on current staffing and program costs, Campbell's current housing program has estimated annual expenditures of approximately $900,000 (estimated FY25 Budget).

Comparing the revenue to be generated by this program, against the "fee reduction" to Park In-Lieu fees offered by the City's AH (Affordable Housing) Overlay, it will take on average two to three years of fee generation to support the production of one, 100-unit 100% affordable housing development project. If funds generated by the program are also used to support departmental operations, additional years will be required.

FISCAL IMPACT

There are no direct fiscal impacts associated with this study session item. However, implementation of these programs will require staff time. If a commercial linkage fee is established and the inclusionary housing ordinance is updated, they could create a stable funding source for the City's Housing Program and may be used to support the production of new affordable housing (reducing impacts to the City's Park In-Lieu Fee Program). Further analysis of the Fiscal Impact of adopting new fees will be provided with the formal action.

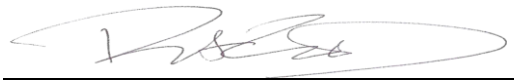
NEXT STEPS

Following the subject meeting, staff will refine the recommendations based on Council feedback. Staff will prepare any necessary revisions to the Inclusionary Housing Ordinance for review by the Planning Commission in May, with consideration of adoption by the City Council in June 2024.

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 Affordable Housing Nexus Study Report
b. Project Examples

bae urban economics

DRAFT Affordable Housing Nexus Study

Prepared for the City of Campbell

March 28, 2024

Attachment: Draft Affordable Housing Nexus Study Report (Receive Draft Affordable Housing Nexus Study)

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1. INTRODUCTION

This study provides analysis to assist the City of Campbell in considering the adoption of commercial linkage fees and changes to the City's inclusionary housing in-lieu fees. The City of Campbell is situated in one of the highest-cost regions in the country, where market-rate housing is often unaffordable for lower-income and moderate-income households. The City has sought to address these challenges through a variety of programs and actions, including a long-standing inclusionary housing ordinance that requires that some units in most new market-rate residential developments be made affordable to lower-income or moderate-income households. The City's inclusionary housing ordinance allows developers of some projects to choose to pay an in-lieu fee instead of providing inclusionary units, with revenues from the in-lieu fee directed to support affordable housing programs. As part of the City's efforts to address affordable housing needs, the City is now considering the adoption of commercial linkage fees that would apply to new non-residential development projects in the City, with revenues from commercial linkage fees providing funding to support affordable housing programs.

The City of Campbell's 2023-2031 Housing Element Update includes programs related to the adoption of commercial linkage fees, updates to the City's inclusionary housing ordinance, and updates to the City's inclusionary housing in-lieu fees. These programs include:

> **Program H-1a: Inclusionary Housing Ordinance Implementation**: Amend the Inclusionary Housing Ordinance to offer developers a menu of options for achieving affordability, adjusting the percentage of units required to be affordable depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low-income).
>
> These amendments could also include:
>
> - Initiating a nexus study to reevaluate increasing the affordable housing in-lieu fee.
> - Updating the inclusionary ordinance to require for-sale projects to provide the same allocation of units available to lower-income and very low-income units that is required for rental projects.
> - Modifying the In-Lieu Fee threshold to apply only to developments of 5-9 units. Housing developments of 10 or more units would not be allowed to substitute affordable units with in-lieu fees.
>
> **Program H-1b: Commercial Linkage Fee**: Establish an affordable housing impact fee that will apply to nonresidential development to provide an additional local source of revenue to support production of affordable housing.

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The analysis presented in this report supports the City's implementation of these Housing Element programs.

Commercial Linkage Fee Analysis

One of the purposes of this report is to provide the analysis needed to inform the City's consideration of the adoption of commercial linkage fees. Commercial linkage fees are considered to be development impact fees that are subject to the requirements of the California Mitigation Fee Act. Local governments have the authority to implement development impact fees for the purpose of mitigating all or some of the costs associated with addressing the impacts of new development. Under the California Mitigation Fee Act (Government Code Section 66000 et seq.), before adopting an impact fee, local governments must adopt a nexus study that demonstrates a reasonable relationship between the impacts of new development, the facilities needed to address those impacts, and the fees that the jurisdiction intends to charge.

One purpose of this study is to address this requirement by quantifying the estimated relationship between new non-residential development in Campbell, the need for workforce housing, and the public cost to construct housing that is affordable to lower-income workers. The basis for the commercial nexus analysis is that new non-residential development generates new employment and brings new worker households to the area. A portion of these workers will have wages and household incomes that are not high enough to enable them to afford market-rate housing in Campbell, and as a result new commercial development is associated with a need for additional affordable housing. The nexus analysis identifies the fees that the City of Campbell would need to charge to generate the funds necessary to support the construction of affordable units for these workers.

Nexus studies for this type of fee often find that the fee rates that are supported by the nexus analysis are relatively high, and that charging the full nexus-based fee amount would likely render most or all new non-residential development infeasible. This is because the nexus analysis estimates the revenue that would need to be collected to address the impacts that new development has on worker housing needs, which does not bear any direct relationship to the financial feasibility of new development projects. To address this, this study also includes a financial feasibility analysis to evaluate the impact that new fees could have on the feasibility of new non-residential development. While the nexus analysis identifies the maximum amount that Campbell could charge based on the relationship between new non-residential development and the need for affordable housing funds, the City can adopt lower fee rates based on financial feasibility considerations or other factors.

Residential Feasibility and In-Lieu Fee Analysis

Unlike commercial linkage fee programs, which focus on the establishment of fees, inclusionary housing programs focus on the production of affordable housing units. As an alternative to providing housing units, Inclusionary Housing Programs offer an "in-lieu fee"

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which is not subject to the same "nexus" standard as commercial linkage fees as developers retain the option of providing affordable housing units instead of paying the in-lieu fee. By State law, a local requirement to provide affordable housing units is also not subject to a nexus standard, provided the that the required inclusionary housing percentage does not exceed 15 percent of the conforming units provided[1].

This study offers two alternative methods for determining a reasonable residential in-lieu fee in Campbell, as well as recommendations for implementing an updated in-lieu fee. In addition, this study includes a residential financial feasibility analysis to evaluate the feasibility of various types of residential development in Campbell. The residential financial feasibility analysis can help to inform the consideration of potential changes to the inclusionary ordinance. In addition, the financial feasibility analysis informs recommendations related to updating the City's inclusionary housing in-lieu fees.

Current Inclusionary Housing Requirements and In-Lieu Fee

Campbell's inclusionary housing ordinance requires that new residential developments with ten or more units provide 15 percent of the units as affordable inclusionary units. For rental developments, 40 percent of the inclusionary units (i.e., six percent of the units in the project), must be affordable to very low-income households, with the remainder affordable to lower-income households. For for-sale developments, 40 percent of the inclusionary units (i.e., six percent of the units in the project), must be affordable to lower-income households, with the remainder affordable to moderate-income households. For example, a 100-unit rental development would be required to provide a total of 15 affordable inclusionary units, six of which are affordable to very low-income households and nine of which are affordable to lower-income households. A 100-unit for-sale development would be required to provide a total of 15 affordable inclusionary units, six of which are affordable to lower-income households and nine of which are affordable to moderate-income households.

Projects with a density of six dwelling units per acre or less have the option to pay an in-lieu fee rather than providing the inclusionary units. The current in-lieu fee is $21.50 per square foot for rental developments and $34.50 per square foot for for-sale developments. For example, a ten unit, for sale single family development with an average home size of 2,000 sq. ft., built at a density of six dwelling units per acre or less, would have the option to pay an in-lieu fee totaling $276,000 (10 units x .15% = 2 units; 2 units x 2,000 sq. ft. per unit x 34.50 per square foot).

Campbell's inclusionary ordinance requires a 55-year affordability term for rental developments and a 45-year affordability term for for-sale developments. As shown in Table 1,

[1] https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/ab_1505_final.pdf

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these affordability terms are comparable to the terms required by some nearby jurisdictions, but shorter than the required affordability terms in others. For example, Sunnyvale requires a 55-year affordability term for rental inclusionary units and a 30-year affordability term for for-sale inclusionary units, while Cupertino and San Jose require a 99-year affordability term for both rental and for-sale inclusionary units. Los Gatos and Mountain View require that inclusionary units remain affordable in perpetuity.

Table 1: Inclusionary Housing Affordability Terms in Nearby Jurisdictions

	Term of Affordability (Years)	
	Rental Units	For Sale Units
Campbell (a)	55	45
Cupertino	99	99
Los Gatos (b)	In Perpetuity	In Perpetuity
Mountain View	In Perpetuity	In Perpetuity
San Jose (c)	99	99
Santa Clara (d)	55	20
Sunnyvale	55	30

(a) Affordability term for for-sale units renews at change of each title for the duration of the affordability term.
(b) Los Gatos has an ADU Incentive Program that provides financing for ADU construction in exchange for making the ADU affordable. In the case of affordable ADUs financed through the ADU incentive program, the affordability term is 30 years.
(c) Affordable housing developments request a term of affordability of less than 99 years and no less than 55 years.
(d) For-sale units must be re-sold to a qualifying buyer if sold within 5 years; City loan is forgiven in this instance. If resold within years 6-20, the seller may sell to any buyer but is required to pay off City loan and at sale and City receives a share of the increased equity.

Source: BAE, 2024.

Affordability of Market-Rate Housing

Table 3 below shows the average market-rate rent in Campbell as of the third quarter of 2023 as well as the maximum affordable monthly rent for households of various sizes and income levels. The U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) characterize households as "extremely low-income," "very low-income," "low-income," "moderate-income," or "above-moderate income" based on percentages of the Area Median Income (AMI). These income categories are defined below.

- Extremely Low-Income: Up to 30 percent of AMI
- Very Low- Income: 31 percent to 50 percent of AMI
- Low-Income: 51 percent to 80 percent of AMI
- Moderate-Income: 81 percent to 120 percent of AMI
- Above-Moderate Income: More than 120 percent of AMI

The household incomes that correspond to each income level varies by household size, as shown in Table 2.

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Table 2: Household Income Limits by Household Size, Santa Clara County, 2023

	Number of Persons in Household							
Income Level	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Acutely Low	$19,050	$21,750	$24,500	$27,200	$29,400	$31,550	$33,750	$35,900
Extremely Low	$37,450	$42,800	$48,150	$53,500	$57,800	$62,100	$66,350	$70,650
Very Low Income	$62,450	$71,400	$80,300	$89,200	$96,350	$103,500	$110,650	$117,750
Low Income	$96,000	$109,700	$123,400	$137,100	$148,100	$159,050	$170,050	$181,000
Median Income	$126,900	$145,050	$163,150	$181,300	$195,800	$210,300	$224,800	$239,300
Moderate Income	$152,300	$174,050	$195,800	$217,550	$234,950	$252,350	$269,750	$287,150

Sources: California Department of Housing and Community Development, 2023; BAE, 2024.

In accordance with guidelines established by HUD, housing costs are generally considered to be affordable if a household's housing costs are equal to no more than 30 percent of their household income. For lower-income households, having housing costs above this threshold often signifies that a household is at risk of losing their housing and may struggle to afford housing costs while also paying for food, transportation, health care, and other basic needs.

The analysis shown in Table 3 indicates that market-rate rents in Campbell exceed the affordability threshold for extremely low- and very low-income households, as well as for most low-income households. It should be noted that the incomes shown in the table are at the top of the income range for each group. Therefore, while Table 3 indicates that some one- and two-person households with incomes equal to 80 percent of AMI can afford market-rate rents, most lower-income households have incomes that fall somewhere below 80 percent of AMI. As a result, market-rate rents exceed the affordability threshold for all but a small portion of lower-income households.

This analysis indicates that many new workers in Campbell with moderate or above moderate household incomes will generally be able to afford market-rate rental units in the City, while workers with lower household incomes will generally not be able to afford market-rate housing in Campbell. While some market-rate units in Campbell have rents that fall below the averages shown in Table 3, data from Costar indicate that the multifamily rental vacancy rate in Campbell is approximately three percent. This suggests that new housing will need to be built to accommodate an increase in worker housing demand regardless of the level of affordability needed. The market-rate rents shown in Table 3 are based on all market-rate units in Campbell, regardless of property age, and therefore are lower than the rents that would be charged at a newer development. As a result, new market-rate units are unlikely to provide housing that is affordable for worker households with extremely low, very low, and low incomes, and these households will need rent-restricted affordable housing in order to be able to afford to live locally.

Based on the calculations shown in Table 3, the nexus analysis provided in this study evaluates the extent to which new development generates a need for housing for extremely low-income, very low-income, and low-income households. As displayed below, the amounts

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below market rates are reflected in negative values shown in red parentheses or positive values shown in green. The nexus analysis does not focus on the housing need for moderate or above-moderate income households because households at these income levels are more likely to be able to afford market-rate housing.

Table 3: Affordability of Market-Rate Multifamily Rental Units, Campbell, 2023

	Household (Unit) Size				
	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)	Affordable?
Average Market-Rate Rent (a)	$2,063	$2,542	$3,025	$3,818	
Utility Costs (b)	$168	$179	$217	$253	
Maximum Affordable Monthly Rent					
Extremely Low Income (up to 30% AMI)					
Household Income (c)	$37,450	$42,800	$48,150	$53,500	
Max. Affordable Monthly Rent (d)	$768	$891	$987	$1,085	
Amount Above (Below) Market Rate Rent	($1,295)	($1,651)	($2,038)	($2,734)	No
Very Low Income (31-50% AMI)					
Household Income (c)	$62,450	$71,400	$80,300	$89,200	
Max. Affordable Monthly Rent (d)	$1,393	$1,606	$1,791	$1,977	
Amount Above (Below) Market Rate Rent	($670)	($936)	($1,235)	($1,841)	No
Low Income (51-80% AMI)					
Household Income (c)	$96,000	$109,700	$123,400	$137,100	
Max. Affordable Monthly Rent (d)	$2,232	$2,564	$2,868	$3,175	
Amount Above (Below) Market Rate Rent	$169	$21	($157)	($644)	No
Median Income (81-100% AMI)					
Household Income (c)	$126,900	$145,050	$163,150	$181,300	
Max. Affordable Monthly Rent (d)	$3,005	$3,447	$3,862	$4,280	
Amount Above (Below) Market Rate Rent	$942	$905	$837	$462	Yes
Moderate Income (101-120% AMI)					
Household Income (c)	$152,300	$174,050	$195,800	$217,550	
Max. Affordable Monthly Rent (d)	$3,640	$4,172	$4,678	$5,186	
Amount Above (Below) Market Rate Rent	$1,577	$1,630	$1,653	$1,368	Yes

Notes:
(a) The average asking multifamily rent by number of bedrooms in the City of Campbell at the end of the third quarter of 2023, as reported by CoStar.
(b) Housing Authority of Santa Clara County 2023 allowances for tenant-furnished utilities and other services for a multifamily unit that uses electricity for cooking, heating, and water heating, as well as electricity for lights and appliances. Figure assumes the tenant is charged for water and sewer services. The allowance is based on the number of bedrooms in the unit and a household is assumed to have one bedroom fewer than the number of people in the household.
(c) California Department of Housing and Community Development 2023 income limits for Santa Clara County.
(d) Assumes 30 percent of income spent on rent and utilities.

Sources: CoStar, 2023; California Department of Housing and Community Development, 2023; HUD OMB 2577-0169, 2022; Housing Authority of Santa Clara County, 2023; BAE, 2023.

Input from Developers

The process for preparing this nexus study report included obtaining input from residential and non-residential developers through a series of one-on-one interviews, two developer focus group sessions, and an online developer survey. The developer interviews focused on collecting input on detailed assumptions for the financial feasibility analysis and also included

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some general discussion of the impact that changes in the in-lieu fees and adoption of commercial linkage fees might have on development feasibility in Campbell.

The developer focus group sessions focused on more general discussion of development feasibility and the potential impacts of a new commercial linkage fee and changes to the inclusionary housing in-lieu fee. Attendees were also asked to provide input on ways that the City might implement any changes in a manner that would minimize any potential negative impacts on feasibility. More than 56 individuals were invited to participate in the focus groups, approximately six attended the meeting on commercial linkage fees, and approximately 17 attended the meeting on inclusionary housing in-lieu fees.

The following subsections summarize the input received during this process.

Input Related to Fees on Both Non-Residential and Residential Development

- **Input on assumptions for financial feasibility analysis.** Survey respondents and participants in one-on-one interviews provided information on detailed assumptions for the financial feasibility analysis, including but not limited to information on hard construction costs, soft costs, land costs, rents, sale prices, and capitalization rates in Campbell.
- **Transparency and predictability of requirements.** Many participants highlighted the need for transparency and predictability in the requirements that apply to new development projects, both for residential and non-residential development. Participants that provided input on commercial linkage fees expressed a need for a clear, concise, easy to understand fee structure. Similarly, participants that provided input on inclusionary requirements and in-lieu fees emphasized a need to know the requirements before purchasing land and starting to plan a project. Both residential and non-residential developers indicated that development fees and inclusionary requirements affect the price that developers will offer for a development site. As a result, developers seek to understand the requirements that apply to a particular property before purchasing the land, and changes to those requirements after the land is purchased can impact the financial feasibility of the project. Participants also requested that Campbell designate a member of City staff to be knowledgeable in all fees that apply to development projects and act as a point of contact for developers seeking information on the fees that would apply to a proposed development project.
- **Applicability to mixed-use projects.** One developer that participated in the process commented that mixed-use projects with residential and nonresidential uses should not be required to provide affordable units in the residential component of the project and pay a commercial linkage fee for the nonresidential component of the project, particularly when the non-residential component of the project provides City tax revenues, such as in the case of a hotel that generates transient occupancy tax.

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Input Related to Fees on Non-Residential Development

- **Financial feasibility challenges for non-residential development.** Participants cited significant financial feasibility challenges for non-residential development in Campbell and expressed concern that commercial linkage fees would add to these challenges. Participants noted that office vacancy rates remain high, and rents remain low as the office market continues to adjust to remote and hybrid work patterns following the COVID-19 pandemic. Developers noted that Campbell tends to have higher office vacancy rates and lower office rents than many nearby jurisdictions such as Cupertino and Mountain View. Meanwhile, construction costs and financing costs are comparable throughout the region and have increased substantially. Industrial developers cited similar challenges. Some developers noted that office building owners in Campbell are investors, whereas other cities have a large number of owner-occupants such as Apple and Google. One developer stated that Palo Alto will be first city in the area to experience development activity when office development activity resumes in the region, followed by cities such as Redwood City, Mountain View, and Sunnyvale, with developer interest in Campbell occurring relatively late in the market cycle. This developer noted that Campbell did not experience significant demand for new office development even during the strong office development environment that Santa Clara County experienced prior to the COVID-19 pandemic.
- **Timing of commercial linkage fee collection.** Some developers expressed a preference for having the option to pay commercial linkage fees later in the process than is typical for impact fees. For example, some focus group participants expressed a preference for a fee that would be collected when a building is sold rather than prior to project completion. Other participants stated that deferring fees to the issuance of certificate of occupancy would help with financial feasibility. Participants noted that fees that must be paid early in the development process (e.g., at building permit issuance) must be financed, adding expensive financing costs to the project.
- **Phase-in process.** One developer recommended phasing in any new commercial linkage fees by applying no fee to projects occurring in the near term until a set citywide square footage cap is met, then applying any new fees at a rate of half of the full rate until a second set citywide square footage cap is met, then applying the full fee rate. The intent of this strategy would be to encourage nonresidential development in Campbell in the near term as some developers may be incentivized to proceed before the fee comes into effect. In addition, the intent of this strategy would be to time the phase-in of the fee based on the strength of the market in Campbell, with the strength of the market being measured by the volume of citywide nonresidential construction activity.
- **Alternatives for generating revenue for affordable housing.** Some participants recommended alternatives to a commercial linkage fee to generate revenue for

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affordable housing, such as using a portion of the City's transient occupancy tax revenues or instituting a transfer tax on the sale of all property.

Input Related to Fees on Residential Development

- **Financial feasibility of residential development.** Some participants noted financial feasibility challenges for residential development in Campbell, though participants also indicated a continued interest in pursuing residential development projects in Campbell. Some developers cited inclusionary requirements as a factor that has a negative impact on feasibility. One developer recommended that the City reduce inclusionary requirements either permanently or temporarily to encourage development. One developer commented on the challenges associated with acquiring properties from long-term owners that have existing income-generating tenants and a low carrying cost for their property due to low property taxes. These property owners are often reluctant to take on the risk of a redevelopment project or to accept a one-time payout from a property sale, rather than continuing to collect revenue from these properties in their current condition. Other factors cited as challenges included design standards and CEQA requirements. High construction costs and interest rates were also cited as major factors that are negatively impacting the financial feasibility of residential development. High interest rates have not only made development more expensive but have also provided more profitable returns from a range of investment types, making it more difficult to attract investors to real estate development projects with lower rates of return.
- **In-lieu fee option for residential projects.** Some participants expressed support for increasing the availability of the in-lieu fee option for residential projects, which is currently available only for projects with a density of six dwelling units per acre or less in Campbell, to allow the use of an in-lieu fee for projects at higher densities. Some participants noted that the option to pay an in-lieu fee could be subject to City Council approval. Participants also requested that the City provide an option to pay an in-lieu fee to satisfy the requirements for some units and provide the remainder of the units on site. For example, a developer might have the option to pay an in-lieu fee for the requirement to provide low-income units but would provide very low-income units in the project to be eligible for the State Density Bonus. Affordable housing developers that participated in the process noted that in-lieu fees can provide an important source of funding for affordable housing developments. Funding generated by these fees helps to fill critical gaps and makes projects more competitive for state and federal funds, many of which prioritize projects that receive local funding support.
- **Flexibility in meeting inclusionary requirements.** In addition to the flexibility to pay an in-lieu fee, developers highlighted the benefits of flexibility in meeting the inclusionary requirements more generally and allowing developers to propose creative solutions. For example, one developer cited the example of a project with a mix of rental and for-

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sale units that provided all affordable units as rental units rather than providing both rental units and for-sale units as affordable units.

- **Project size threshold for inclusionary ordinance.** In general, participants opposed reducing the size threshold for the City's inclusionary requirements below the current threshold of ten units, and some recommended that the City consider increasing the size threshold. Participants stated that reducing the size threshold would have a negative impact on financial feasibility for infill projects and smaller projects that provide middle-income housing.

- **Fee calculation methodology.** Developers commented that the City method of calculating fees results in a significantly lower fee compared to other communities and should drop its current method of calculating fees (which multiplies the fee against the assumed size of the unit "not provided") in favor of that used by other jurisdictions (which multiplies the fee based on total habitable area developed in the project), including the City of Mountain View.

AB 602 Requirements

The provisions of Assembly Bill 602 (AB 602, 2021 Legislative Cycle) came into effect in January 2022, enacting new requirements for impact fees and impact fee nexus studies. While some provisions of the legislation apply only to impact fees that apply to residential development, other provisions apply to impact fees charged on both residential and non-residential development. Key provisions of AB 602 include:

- **Level of Service.** AB 602 requires that impact fee nexus studies "identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate." (See Government Code Section 66016.5(a)(2).)
- **Prior Nexus Study Assumptions and Fees Collected.** Pursuant to AB 602, Government Code Section 66016.5(a)(4) provides that "if a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee."
- **Capital Improvement Plan.** Under AB 602, Government Code Section 66016.5(6) states that "large jurisdictions shall adopt a capital improvement plan as a part of the nexus study." For the purposes of this provision, Campbell is classified as a large jurisdiction.[2]
- **Residential Fees Proportional to Square Footage.** AB 602 stipulates that "if [a nexus] study is adopted after July 1, 2022, [it must] either calculate a fee levied or imposed

[2] AB 602 uses the definition of a "large jurisdiction" that is contained in Section 53559.1 of the California Health and Safety Code. This section defines a large jurisdiction as a county with a population of 250,000 or more as of January 1, 2019 or any city within that county.

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on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fees."

- **30-Day Noticing.** Under AB 602, "All studies shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing."
- **Updates Every Eight Years.** AB 602 stipulates that nexus studies "shall be updated at least every eight years, from the period beginning on January 1, 2022."

Appendix A provides an analysis of AB 602 compliance for the commercial linkage fee and inclusionary in-lieu fees that are evaluated in this report.

AB 1505 Requirements

California State Assembly Bill 1505 (AB 1505), which was signed into law as part of the State's 2017 housing legislation package, provides cities with the authority to adopt inclusionary ordinances for rental developments. Inclusionary ordinances for for-sale developments were already permissible under State law prior to the adoption of AB 1505. One of the key provisions of the legislation requires that local jurisdictions with inclusionary ordinances provide developers with at least one alternative for complying with the ordinance, such as an in-lieu fee payment, land dedication, or off-site construction of affordable units.

AB 1505 provides the State Department of Housing and Community Development (HCD) with the authority to review inclusionary ordinances in some circumstances by requesting that a local jurisdiction submit an economic feasibility study. A review by HCD would be limited to inclusionary requirements on rental developments and would not apply to inclusionary requirements on for-sale developments. A feasibility study would potentially be required only in cases where all of the following apply:

- **The ordinance requires more than 15 percent of units to be affordable to households with incomes equal to 80 percent of the AMI or less.**
    - Applicability to Campbell: The City of Campbell's existing inclusionary ordinance does not require more than 15 percent of units to be affordable to households with incomes equal to 80 percent of the AMI or less and is thus not subject to HCD review per AB 1505.
- **Either: 1) the jurisdiction did not meet at least 75 percent of its above-moderate income Regional Housing Needs Allocation (RHNA) over at least a five-year period, or 2) the jurisdiction failed to submit its annual Housing Element report for at least two consecutive years.**
    - Applicability to Campbell: The City of Campbell did meet at least 75 percent of its above-moderate income RHNA over the last eight-year period (RHNA 5) and has submitted its annual Housing Element report yearly.

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- **Less than ten years have passed since the adoption or amendment of the ordinance.**
    - Applicability to Campbell: The City of Campbell's ordinance has been updated in the past ten years.

Campbell's ordinance does not meet any of the above criteria and thus would not trigger a review by HCD. Nonetheless, regardless of the specific provisions of AB 1505, HCD could consider the financial feasibility of the City's inclusionary ordinance as part of its review of future City of Campbell Housing Element Updates to assess whether the requirements constitute an undue constraint on housing production.

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2. COMMERICAL LINKAGE FEE ANALYSIS

This chapter provides an analysis of commercial linkage fees in the City of Campbell.

The first portion of this chapter consists of the nexus analysis, which identifies the relationship between the construction of new commercial space, the need for affordable housing, and the need for City funds to construct affordable housing. The nexus analysis establishes the maximum amount that the City can charge based on the need created by new development. Local jurisdictions often charge less than the maximum amount due to financial feasibility considerations or various policy objectives.

The second portion of the chapter provides a financial feasibility analysis to evaluate how commercial linkage fees might impact the feasibility of new commercial development in Campbell. This portion of the analysis is intended to inform policy decisions regarding the implementation of commercial linkage fees, including setting fee rates.

Recommendations supported by the analysis provided in this chapter are addressed in a separate chapter of this report, along with recommendations supported by the analysis of inclusionary housing in-lieu fees.

Commercial Linkage Fee Nexus Analysis

The nexus portion of the commercial linkage fee analysis identifies the relationship, or "nexus", between the construction of new non-residential projects and the need for affordable housing funds. The commercial linkage fee nexus analysis is based on the premise that new commercial land uses generate new employment for workers that will have a range of household incomes. Due to high housing costs in Campbell, new workers with extremely low, very low, or low household incomes will be unable to afford most market-rate housing in the City without incurring substantial cost burdens. The resulting impact from new non-residential development is an increase in workers in Campbell that face a lack of affordable housing options. The commercial linkage fee mitigates these impacts by generating revenue to support the construction of housing affordable to the new lower-income worker households.

The process for estimating the relationship between new non-residential development and the fee revenue necessary to address the resulting affordable housing need consists of the following steps:

Step 1: Identify land uses and employment densities. This step consists of identifying the land uses that will be evaluated in the nexus analysis as well as the typical employment density (i.e., square feet per worker) for each use type.

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Step 2: Estimate worker households by income level for each land use type. For each land use, the estimated number of worker households at each income level is a function of:

- The employment density for that land use (as identified in Step 1);
- The typical income distribution among workers employed in the land use (estimated as part of Step 2); and
- The typical number of workers per household among workers at each income level (estimated as part of Step 2).

This step yields an estimate of the number of lower-income worker households (i.e., those with household incomes equal to 80 percent of AMI or less) that each land use generates. This number constitutes the estimated affordable housing need associated with each land use type.

Step 3: Calculate the affordable housing financing gap. The financing gap is the amount of public subsidy needed to finance an affordable housing unit.

Step 4: Calculate the maximum nexus-based fee. The maximum nexus-based fee is equal to the number of lower-income worker households from Step 2 multiplied by the affordable housing financing gap from Step 3.

Each of these steps is discussed in more detail in the following sections.

Step 1: Land Uses and Employment Densities

This analysis evaluates the following four land uses:

- Office
- Retail/Restaurant
- Hotel
- Industrial

For each land use, this study estimated the average employment density, expressed in terms of square feet of built space per worker. The process for the Nexus Study included a review of several studies to estimate average employment densities for each land use type, including Environmental Impact Reports for projects in the region, other commercial linkage fee nexus studies, and US Energy Information Administration Commercial Buildings Energy Consumption Survey data. Actual employment density can vary depending on the specific occupants in a given use. Therefore, this study uses employment densities that may be slightly higher than is typical for some uses to avoid overestimating the impacts of new development and to provide a conservative estimate of the maximum fee rate.

For example, the office employment density shown in the table likely provides a particularly conservative estimate of the number of workers in most new office developments. This study assumes an office density of 300 square feet per worker, though many offices have

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transitioned to employment densities of 200 square feet per worker or less over the past decade. Moreover, in many cases more recent increases in hybrid work arrangements have led to increased employment densities within offices that are occupied. This is because employers with hybrid workers are less likely to have individual offices, desks, or workstations for workers who do not report to the office every day, and to increase the use of shared workspaces, leading to a decrease in office square footage per worker.[3] While the number of people occupying an office space on any given day may shift with higher and lower densities depending on the day, the total number of workers that report to an office location, and therefore must live within the area, may be higher for a hybrid work environment compared to an environment in which all workers report to the office every day. Due to shared workspaces for hybrid workers, as well as the lack of a need to rent or purchase office space for workers that work entirely remotely, many employers have been able to decrease their office footprint, with a higher employment density within the occupied space. While these trends have generally led to increased office vacancies, these vacancies would not be expected to impact new office developments that are constructed in the future because developers will only pursue new development once they have confidence that new space will be leased up, or in a build-to-suit scenario in which a future tenant is already identified. As a result, new office space that is built in Campbell will likely be occupied at a higher employment density than is estimated in this analysis. To the extent that this analysis underestimates employment densities, this study provides a conservative estimate of the impact of new non-residential development and of the maximum fee that the City could charge based on the relationship between new development and the need for affordable housing.

As shown below, this nexus analysis assumes an employment density of 300 square feet per employee for office uses, 500 square feet per employee for retail and restaurant uses, 1,500 square feet per employee for hotel uses, and 750 square feet per employee for industrial uses.

Table 4: Employment Densities by Land Use

	Office	Retail/ Restaurant	Hotel	Industrial
Average Sq. Ft./Employee	300	500	1,500	750
Employees per 1,000 SF	3.33	2.00	0.67	1.33

Source: BAE, 2022.

[3] See https://www.bisnow.com/national/news/office/office-occupiers-plan-to-shrink-footprints-even-attendance-mandates-rise-121624?utm_source=outbound_pub_7&utm_campaign=outbound_issue_72236&utm_content=outbound_link_7&utm_medium=email.

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Step 2: Worker Households by Income Level

Worker occupations, salaries, and associated household incomes tend to vary between industries, and therefore this analysis identifies the industry sectors that might occupy each of the four land uses as a first step in identifying affordable housing need among worker households.

Researchers in economics typically categorize business establishments based on the North American Industry Classification System (NAICS), which provides numerical codes by industry sector. NAICS codes group all industries into 20 major industry categories, each identified with a two-digit code. Within each two-digit NAICS sector, more detailed sub-categories of industries are identified by three-digit NAICS codes, which are themselves comprised of more detailed subcategories of industries, up to the six-digit NAICS code level, with more digits associated with more detailed subcategories. For example, NAICS sector 72, Accommodation and Food Services, is comprised of NAICS code sectors 721 (Accommodation) and 722 (Food Services and Drinking Places). NAICS codes 721 and 722 are comprised of more detailed industries, identified by NAICS codes with four to six digits, depending on the level of specificity of the subcategories.

BAE developed a list of representative industries using NAICS-based Census industry categories likely to occupy each of the four commercial land uses. The U.S. Census Bureau uses this classification system as a basis for their system for classifying workers by industry for the American Community Survey (ACS). Each worker surveyed is categorized by a scheme which roughly corresponds to NAICS four-digit level data. Published ACS data roll the detailed categories up into several major industry categories, but a more detailed data set, the Public Use Microdata Sample (PUMS), allows analysis at a more fine-grained level. BAE queried the PUMS data set for Santa Clara County to identify the distribution of worker households by HCD income category, using the household incomes and household size for workers in the industries identified for each of the four commercial land uses. Table 5 below presents the distribution of worker households by HCD income level.

Table 5: Distribution of Worker Households by Income

	Estimated Household Income as a Percent of AMI						
Land Use	Extremely Low	Very Low	Low	Median	Moderate	Above Moderate	Total
Office	2.1%	3.1%	5.0%	7.1%	7.6%	75.1%	100.0%
Retail/Restaurant	10.7%	14.4%	17.3%	13.7%	9.6%	34.4%	100.0%
Hotel	10.9%	17.8%	23.4%	13.3%	11.4%	23.3%	100.0%
Industrial	3.2%	6.5%	9.5%	10.0%	9.6%	61.1%	100.0%

Notes:
Based on a cross tabulation of Public Use Microdata Samples (PUMS) from the 2017-2021 American Community Survey. These incomes were compared to household income limits published by the State of CA Department of Housing and Community Development (HCD) to determine the percentage of households falling into each income category. The analysis controlled for household size, to address the varying HCD income limits for each household size.

Sources: Census, American Community Survey Public-Use Microdata Sample (PUMS) 2017-2021; HCD; BAE, 2023.

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The percentages in the household income distributions were then applied to the total workers per 1,000 square feet shown above in Table 4 to estimate the number of jobs per 1,000 square feet in each income category. The analysis translates the number of jobs into households by dividing the number of jobs by the average number of workers per worker household for each income category, using PUMS data to identify the average number of workers per worker household by household income level. As shown below in Table 6, office space generates an estimated 1.81 worker households per 1,000 square feet, including 0.21 lower-income (i.e., extremely low-income, very low-income, and low-income) worker households. Retail space generates an estimated 1.16 worker households per 1,000 square feet, including 0.54 lower-income worker households. Hotels generate an estimated 0.39 worker households per 1,000 square feet, including 0.22 lower-income worker households. Industrial space generates an estimated 0.73 worker households per 1,000 square feet, including 0.16 lower-income worker households.

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Table 6: Worker Households by Income Level by Land Use

Land Use	Estimated Household Income as a Percent of AMI (a) Extremely Low	Very Low	Low	Median	Moderate	Above Moderate	Total
Office							
Proportion of Total Jobs (b)	2.1%	3.1%	5.0%	7.1%	7.6%	75.1%	100.0%
Estimated Jobs per 1,000 SF (c)	0.07	0.10	0.17	0.24	0.25	2.50	3.33
Worker Households per 1,000 SF (d)	**0.05**	**0.07**	**0.09**	**0.13**	**0.14**	**1.32**	**1.81**
Retail/Restaurant							
Proportion of Total Jobs (b)	10.7%	14.4%	17.3%	13.7%	9.6%	34.4%	100.0%
Estimated Jobs per 1,000 SF (c)	0.21	0.29	0.35	0.27	0.19	0.69	2.00
Worker Households per 1,000 SF (d)	**0.16**	**0.18**	**0.20**	**0.15**	**0.11**	**0.36**	**1.16**
Hotel							
Proportion of Total Jobs (b)	10.9%	17.8%	23.4%	13.3%	11.4%	23.3%	100.0%
Estimated Jobs per 1,000 SF (c)	0.07	0.12	0.16	0.09	0.08	0.16	0.67
Worker Households per 1,000 SF (d)	**0.05**	**0.08**	**0.09**	**0.05**	**0.04**	**0.08**	**0.39**
Industrial							
Proportion of Total Jobs (b)	3.2%	6.5%	9.5%	10.0%	9.6%	61.1%	100.0%
Estimated Jobs per 1,000 SF (c)	0.04	0.09	0.13	0.13	0.13	0.81	1.33
Worker Households per 1,000 SF (d)	**0.03**	**0.05**	**0.07**	**0.07**	**0.07**	**0.43**	**0.73**
Average # of Workers per Household (e)	1.34	1.57	1.78	1.83	1.83	1.89	

Notes:
(a) Based on income limits published by HCD.
(b) Based on a cross tabulation of Public Use Microdata Samples (PUMS) from the 2017-2021 American Community Survey. These incomes were compared to household income limits published by HCD to determine the percentage of households falling into each income category. The analysis controlled for household size, to address the varying income limits for each household size. Figures for each land use are based on a combination of NAICS sectors deemed likely to be found in each land use.
(c) Total number of jobs per 1,000 SF of each land use as shown in Table 5, multiplied by the proportion of jobs in each income category.
(d) Estimated number of jobs multiplied by the average number of workers per household in each income category.
(e) Average number of workers per worker household by income category calculated based on American Community Survey PUMS Analysis, 2017-2021.

Sources: American Community Survey, 2017-2021 Public Use Microdata Sample; CA Dept. of Housing and Community Development (HCD); BAE, 2023.

Step 3: Financing Gap

The next step in the nexus analysis is to calculate the cost to house the extremely low-, very low-, and low-income households calculated in Step 3 by determining the per unit "financing gap" for an affordable unit. The nexus analysis defines the financing gap for an affordable unit as the difference between the cost to develop an affordable unit and the amount of permanent financing available to support the development of the unit.

Affordable Unit Development Cost. To estimate the average construction cost for an affordable unit, BAE reviewed cost estimates provided in applications for tax credit funding that were submitted in 2022 and 2023 for proposed affordable housing developments in Santa Clara County. Cost information from applications submitted in 2022 was inflated to

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2023 estimates based on the RS Means Historical Cost Index. Based on the information from these applications, BAE estimated that the average cost to construct an affordable housing unit in Campbell is approximately $720,000, as shown in Table 7 below.

Permanent Financing. To calculate the financing gap for an affordable unit, the nexus analysis assumes that an affordable housing developer is able to secure four percent LIHTC equity financing as well as a permanent loan based on the net operating income (NOI) from each unit.

This analysis assumes four percent LIHTC equity financing because this funding source is more readily available than nine percent LIHTC financing, for which there is considerable competition. However, it should be noted that four percent LIHTC financing is nonetheless limited and is unlikely to be available at the levels that would be necessary to construct all affordable units needed to address housing needs generated by new non-residential developments. In addition, inclusion of four percent tax credits as a funding source shifts some of the cost of providing affordable housing onto the public sector because the tax credits reduce the tax credit investors' tax liability. Including four percent LIHTC financing as a source of funding in the nexus model reduces the net affordability gap show in Table 7, and therefore serves as a conservative assumption in estimating the cost associated with mitigating the housing needs generated by new non-residential development. As shown in Table 7, four percent LIHTC equity would provide an estimated $296,549 per affordable unit, based on an average cost of approximately $720,000 per unit and standard current four percent tax credit pricing assumptions.

The financing gap calculation does not include financing from other public funding sources because other sources are limited and typically require a heavily competitive application process. These sources are not sufficient to fully address affordable housing needs that arise due to the impacts of future non-residential development projects in Campbell.

Table 7 also shows the estimated permanent loan amount per unit, based on the NOI from each unit (i.e., gross income net of vacancy and expenses) and typical financing terms. The rental rates used in this analysis are the 2023 rent limits for a two-bedroom unit for households at each income level, as set by the Tax Credit Allocation Committee (TCAC) for LIHTC projects, net of an estimated utility allowance. The use of the two-bedroom rent limit provides a conservative assumption because units in affordable housing developments tend to have a large share of studio and one-bedroom units, which have lower rental rates. Using the higher two-bedroom rental rate results in more assumed rental income from the affordable units, which results in a lower financing gap and a lower maximum fee amount. The vacancy, miscellaneous income, and operating expense assumptions shown in Table 7 are also based on information provided in 2022 and 2023 applications for LIHTC funding for projects in Santa Clara County. Based on the NOI for units at each affordability level and standard financing assumptions, the supportable loan amount ranges from $38,099 per unit for units serving

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extremely low-income households to $384,970 per unit for units serving low-income households.

Net Financing Gap. The financing gap per affordable unit is equal to the total development cost less the tax credit equity and supportable loan amount. As shown, the financing gap per affordable unit ranges from $91,493 for low-income units to $384,970 for extremely low-income units. The financing gap has an inverse relationship to the income levels that each unit serves because units with higher income targeting generate more NOI and can therefore support higher debt service payments on a loan. The financing gap figures shown in Table 7 represent the amount of permanent financing subsidy that the City of Campbell would need to provide to support the development of units at each income level, assuming that the City's funds are leveraged with four percent tax credits and a permanent loan.

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Table 7: Affordable Housing Financing Gaps, Campbell, 2023

	Income Group		
	Extremely Low	**Very Low**	**Low**
Household Income Limit (a)	$48,150	$80,300	$123,400
Maximum Affordable Monthly Contract Rent per Unit (b)	$987	$1,790	$2,995
Annual Gross Rent per Unit	$11,844	$21,480	$35,940
Less 5% Vacancy	($592)	($1,074)	($1,797)
Miscellaneous Income per Unit (Annual) (c)	$153	$153	$153
Less 5% Vacancy	($8)	($8)	($8)
Total Annual Revenue per Unit	$11,397	$20,551	$34,288
Less Annual Operating Expenses per Unit (c)	$8,425	$8,425	$8,425
Annual Net Operating Income per Unit	$2,972	$12,126	$25,863
Annual Supportable Debt Service per Unit (d)	$2,584	$10,544	$22,490
Total Development Costs per Affordable Unit (e)	$719,619	$719,619	$719,619
Less: Permanent Loan Amount (f)	($38,099)	($155,461)	($331,577)
Less: Tax Credit Financing (4% LIHTC) (g)	($296,549)	($296,549)	($296,549)
Financing Gap per Affordable Unit (h)	**$384,970**	**$267,608**	**$91,493**

Assumptions	
Financing Terms	
Debt Coverage Ratio	1.15
Interest Rate	5.46%
Amortization of Loan	30
Tax Credit Assumptions	
Tax Credit Price	$0.890
Eligible Basis %	89.1%
DDA Boost (i)	130%
Tax Credit Term (years)	10
4% Tax Credit Percentage	4.00%
Equity Partner Share	99.99%

Notes:
(a) Based on a 3-person household, CA Department of Housing & Community Development, 2023.
(b) Maximum affordable rents for 2-bedroom units per TCAC rent limits, net of 2-bedroom utility costs as shown in Table 3.
(c) Data from funding applications for recent affordable housing projects in Santa Clara County.
(d) Net Operating Income divided by Debt Coverage Ratio.
(e) Based on financing terms assumptions.
(f) The financing gap calculations that are shown in this table incorporate credit financing to offset a portion of the cost of constructing an affordable unit, which reduces the estimated financing gaps. However, it should be noted that projects must compete for tax credit financing, with a limited amount of funding available from tax credit financing in each round. It is unlikely that enough tax credits would be available to fully address affordable housing needs in Campbell or in the broader region, and therefore full mitigation of housing needs would likely require affordable housing developments to be constructed without tax credit financing. Therefore, the financing gaps shown in this table likely represent an underestimate of the funding that would be needed to address the full need.
(g) Total Development Costs less Loan Amount and tax credit financing.
(h) Average of development costs shown in low-income housing tax credit applications submitted in 2022 and 2023 for projects in Santa Clara County.
(i) A portion of Campbell is designated as a difficult to develop area (DDA), meaning that projects in that portion of the City would receive a tax credit boost. This analysis applies the DDA boost to the tax credit assumptions to provide a conservative analysis, as projects built in Campbell that are outside of a DDA would not receive a DDA boost and would have a larger financing gap.

Sources: California Tax Credit Allocation Committee, 2022 and 2023; California Department of Housing and Community Development, 2023; Novogradac, 2023; BAE, 2023.

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Step 4: Maximum Nexus-Based Fee

The final step in calculating the nexus-based fee is to apply the financing gap per affordable unit for each income level to the total housing need by income level for each of the non-residential uses. This is the maximum justifiable fee amount because it is directly derived from the nexus analysis described above (i.e., new commercial development generating new jobs combined into new worker households distributed by income band, and the cost to provide new affordable rental housing units to these same households). Because these fee rates are derived from the nexus analysis, these fee rates represent the maximum amount that the City of Campbell could charge based on the relationship between new non-residential development and the need for affordable housing funds. The City can choose to charge fees that are lower than this amount based on financial feasibility considerations or other factors. The following section of this chapter evaluates commercial linkage fees in Campbell from a financial feasibility perspective.

As shown in Table 8 below, the nexus-based fees are as follows:

- Office: $47 per square foot
- Retail/Restaurant: $128 per square foot
- Hotel: $49 per square foot
- Light Industrial: $34 per square foot

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Table 8: Maximum Legal Commercial Linkage Fees, Campbell

Income Level	Affordable Housing Need Per 1,000 SF (a)	Financing Gap (b)	Maximum Fee Per 1,000 SF (c)	Maximum Fee Per SF (d)
Office				
Extremely Low Income (up to 30% AMI)	0.05	$384,970	$20,533	$20.53
Very Low Income (31-50% AMI)	0.07	$267,608	$17,774	$17.77
Low Income (51-80% AMI)	0.09	$91,493	$8,546	$8.55
Total	**0.21**		**$46,853**	**$46.85**
Retail/Restaurant				
Extremely Low Income (up to 30% AMI)	0.16	$384,970	$61,460	$61.46
Very Low Income (31-50% AMI)	0.18	$267,608	$49,141	$49.14
Low Income (51-80% AMI)	0.20	$91,493	$17,858	$17.86
Total	**0.54**		**$128,459**	**$128.46**
Hotel				
Extremely Low Income (up to 30% AMI)	0.05	$384,970	$20,876	$20.88
Very Low Income (31-50% AMI)	0.08	$267,608	$20,232	$20.23
Low Income (51-80% AMI)	0.09	$91,493	$8,021	$8.02
Total	**0.22**		**$49,129**	**$49.13**
Industrial				
Extremely Low Income (up to 30% AMI)	0.03	$384,970	$12,480	$12.48
Very Low Income (31-50% AMI)	0.05	$267,608	$14,677	$14.68
Low Income (51-80% AMI)	0.07	$91,493	$6,558	$6.56
Total	**0.16**		**$33,715**	**$33.72**

Note:
(a) See Table 6.
(b) See Table 7.
(c) Equal to the affordable housing need per 1,000 SF at each income level multiplied by the financing gap at the corresponding income level.
(d) Equal to the maximum possible nexus-based fee per 1,000 SF divided by 1,000.

Source: BAE, 2023.

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Commercial Linkage Fee Financial Feasibility Analysis

This section evaluates the financial feasibility of Commercial Linkage Fees in Campbell. The nexus analysis provided in the previous section of this chapter identifies maximum justifiable fee rates based on the relationship between the impact that new development creates and the fees necessary to address that impact. However, jurisdictions that adopt these fees typically charge fee rates that are lower than the maximum amount identified in the nexus analysis to account for financial feasibility considerations.

To test the financial feasibility of commercial linkage fees in Campbell, BAE prepared static pro forma financial feasibility models to evaluate the economics of developing office, retail, hotel, and industrial uses in Campbell. The purpose of the financial feasibility analysis is to determine the feasibility of new non-residential development projects under current market conditions and identify commercial linkage fee rates that could potentially be applied to new non-residential development while minimizing any impacts on development feasibility.

Non-Residential Development Trends in Campbell

Since 2010, the inventory of non-residential space in the City of Campbell has remained fairly stagnant, despite significant expansion of these uses elsewhere in Santa Clara County. In terms of new development in Campbell, Costar data indicate that the city's most recent major office development was in 2017, with the delivery of a 200,000 square foot project. Although there has been limited new office space delivered since this project, there is an office project currently under construction in the city, amounting to roughly 166,000 square feet of new office space. In terms of new retail space, Campbell's most recent retail development was 12,000 square feet, delivered in 2022, with a limited amount of new retail delivered in years prior. New industrial development has also been limited in Campbell, with just one recent project delivered in 2023 amounting to 7,000 square feet. Lastly, the city's most recent new hotel development was in 2010, when a 162-room hotel (the Marriot Residences Inn) was delivered.

Prototype Projects

The financial pro forma analysis evaluated four non-residential prototypes, which are summarized in Table 9 below. These prototypes include an office prototype, a retail prototype, a hotel prototype, and a light industrial prototype. The prototypes are based on the City's land use regulations, as well as recent projects that have been constructed or are currently in the development pipeline in Campbell. These prototypes were also informed by feedback from developers during the non-residential developer focus group meeting and one-on-one meetings with local stakeholders as well as in the developer surveys.

Methodology

The methodology used for this study involved preparation of static pro forma financial feasibility models for each of the prototypes described above. The static pro forma models represent a form of financial feasibility analysis that developers often use at a conceptual level

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of planning for a development project, as an initial test of financial feasibility for a development concept, to screen for viability. BAE developed the various modeling inputs and assumptions needed for the financial feasibility analysis based on interviews with non-residential developers that are active in the Campbell area, responses to the developer survey, data from industry publications and databases, and other research.

Residual Land Value. The pro-forma models are structured to calculate the residual land value associated with each prototype. The residual land value for a non-residential project is equal to the value of the completed project, net of total development costs. To estimate the value of the completed project (net of developer profit), the feasibility models divide the Net Operating Income (NOI) from the project (i.e., annual income from the project net of operating expenses) by the Yield-on-Cost (YOC) developers are seeking in order to consider a project feasible. The required YOC is a function of the prevailing capitalization rate in the city, plus a spread for new development to capture a margin for developer profit. The residual land value for the non-residential projects can be summarized as follows:

Project Value Net of Developer Profit (i.e., NOI / required YOC) – Total Development Costs
=
Residual Land Value

The residual land value approximates the maximum amount that a developer should be willing to pay for a given site, based on the value of the project that the developer would build on that site. In general, a development pro forma that shows a residual land value that is approximately equivalent to the typical sale price for land indicates a financially feasible project. A residual land value that is lower than the typical sale price for land typically indicates that there are financial feasibility challenges associated with constructing the project.

Residual Land Value Thresholds. Based on information provided during the developer interviews and a review of recent land transactions, this analysis assumes that land costs for the various non-residential developments range from $2 million to $6 million per acre. These land costs are dependent on the allowable uses on each site, as well as the overall market demand for each development typology. With a relatively flexible zoning code and ability to re-zone properties in the City, the value of land for each use can vary based on the site conditions, location, and expected entitlement process. However, the data indicate that land sold for future office and hotel uses tend to sell for modestly higher sale prices than land sold for industrial and retail uses, although all uses have examples of varying land transaction prices within the range listed above.

Financial Pro Forma Analysis Findings

Table 9 below shows a summary of the findings from the financial feasibility analysis. The full non-residential pro forma models are provided in Appendix B.

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Office Development Feasibility. As shown in Table 9, the analysis found that office development feasibility is challenging under current market conditions. The main drivers of feasibility challenges are construction cost increases, high office vacancy rates, and uncertainty in the future demand for office space in Campbell. With increasing construction costs, rental rates and investor value expectations must adjust in order for projects to be considered feasible. Since the COVID-19 pandemic, office vacancy rates have increased significantly, leading to uncertainty in the office market from both developers and investors. During this time, rents have generally remained unchanged, indicating that rents have not kept pace with construction cost increases. Similarly, with increased interest rates and uncertainty from investors, return requirements have increased, leading to a higher required threshold to yield a feasible project. These factors combine to drive the current challenges in market feasibility for new office development in Campbell.

Retail Development Feasibility. Similar to office development, the retail development prototype is currently infeasible under existing market conditions. This is similarly driven by increasing construction costs and uncertainty around future demand for standalone retail space, both in Campbell and nationally. Unlike the office prototype, the retail prototype does yield a positive residual land value, though this value is not sufficient to acquire a site at the required land purchase price noted above, leading to project infeasibility.

Industrial Development Feasibility. While the industrial development prototype has the lowest cost per square foot, due to the single-story structure, typical rents for new industrial space are slightly below the rents needed support investment in new industrial development under current conditions. Similar to the retail prototype, the industrial development prototype does yield a positive residual land value, indicating the value of the project is greater than the cost of the vertical construction. However, the resulting residual land value of roughly $280,000 per acre is well below the prevailing cost for industrial land in Campbell, indicating challenges to development feasibility.

Hotel Development Feasibility. Similar to the other non-residential prototypes, hotel development feasibility is challenging under the current construction cost and hotel demand market. While costs are relatively modest, due to the use of the cost-efficient wood-framed construction that this analysis assumes for the hotel prototype, the average daily room rental rates for hotels in Campbell are insufficient to generate the annual revenue needed to attract new developers and investors.

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Table 9: Summary of Financial Pro Forma Analysis, Current Conditions (No Commercial Linkage Fee)

	Office	Retail	Industrial	Hotel
	3-story building with structured parking garage on 3.0 acres	Freestanding one-story retail building with surface parking on 0.5-acre site	Single story light manufacturing building with surface parking on 1.0 acres	4-story, 130 room hotel development with mostly surface parking on 2.5 acres
Lot Size (acres)	3.0 acres	0.5 acre	1.0 acres	2.5 acres
Gross Building Area	115,000 gsf	10,000 gsf	15,000 gsf	71,500 gsf
Number of Stories	3	1	1	5
Floor Area Ratio	0.88	0.46	0.34	0.66
Parking Ratio	4.44 spaces/1,000 sf	4.10 spaces/1,000 sf	2.87 spaces/1,000 sf	1.54 spaces/room
Hard Construction Costs	$65,802,100 total $572 per sq. ft.	$3,652,100 total $365 per sq. ft.	$5,350,700 total $357 per sq. ft.	$32,728,000 total $251,754 per room
Total Development Costs (excluding land & profit)	$85,458,911 total $743 per sq. ft.	$4,744,001 total $474 per sq. ft.	$6,951,186 total $463 per sq. ft.	$42,507,499 total $326,981 per room
Project Value to Investor	$70,056,563 total $609 per sq. ft.	$5,062,500 total $506 per sq. ft.	$7,234,615 total $482 per sq. ft.	$36,462,689 total $222,333 per room
Residual Land Value	($15,402,348) total ($5,134,116) per acre	$318,499 total $636,999 per acre	$283,429 total $283,429 per acre	($6,044,810) total ($2,417,924) per acre
Required Land Purchase Price	$3.0 - $6.0 Million per Acre	$2.0 - $5.0 Million per Acre	$2.0 - $4.0 Million per Acre	$3.0 - $6.0 Million per Acre
Feasibility Gap/Surplus ***(Residual Land Value - Required Land Purchase Price)***	**($8.1) - ($11.1) Million per Acre**	**($1.4) - ($4.4) Million per Acre**	**($1.7) - ($3.7) Million per Acre**	**($5.4) - ($8.4) Million per Acre**
Feasible?	**No**	**No**	**No**	**No**

Source: BAE, 2023.

Fee as Share of Development Costs

One method for assessing the impact that commercial linkage fees would have on new non-residential development involves evaluating potential fees as a proportion of total development costs. The concept underlying this approach is that fees are unlikely to have a major impact on development feasibility if the fee rate is set to be equal to a relatively low share of total development costs.

Table 10 shows various fee rate scenarios that demonstrate the commercial linkage fee rates that would be equal to one, two, three, and four percent of the total development costs for each prototype, not including land or developer profit, with total development costs based on the financial pro forma analysis provided above. As shown, fees that are equal to one to four percent of total development costs would be equal to approximately $7 to $30 per square foot for the office prototype, $5 to $19 per square foot for the retail prototype, $5 to $19 per square foot for the industrial prototype, and $6 to $24 per square foot for the hotel prototype. All of these fee rates are lower than the maximum justifiable fee for each used that is identified in the commercial linkage fee nexus analysis presented above (see Table 8), meaning that adoption of fees at the rates shown in Table 10 would be consistent with the findings from the nexus analysis.

Table 10: Possible Commercial Linkage Fees as a Percent of Total Development Cost

	Office	Retail	Industrial	Hotel
TCD/Sq. Ft. (not including land) (a)	$743	$474	$463	$595
Fee Rate Scenario				
Fee Rate = 1% of Total Development Costs	$7.43	$4.74	$4.63	$5.95
Fee Rate = 2% of Total Development Costs	$14.86	$9.49	$9.27	$11.89
Fee Rate = 3% of Total Development Costs	$22.29	$14.23	$13.90	$17.84
Fee Rate = 4% of Total Development Costs	$29.72	$18.98	$18.54	$23.78

Notes:
(a) Based on the financial pro formas shown in Appendix B. Does not include land or developer profit.

Sources: BAE, 2023.

Non-Residential Fee Benchmark Analysis

An evaluation of the fees that are assessed by neighboring jurisdictions can help to evaluate the impact that commercial linkage fees might have on financial feasibility in Campbell.[4] To the extent that cities with comparable market conditions assess fees and continue to attract new non-residential development, this could serve as an indication that Campbell could potentially assess similar fees without making non-residential development infeasible.

[4] There are various terms that jurisdictions use to refer to commercial linkage fees, including "housing mitigation fees" and "affordable housing fees". For the purpose of this report, all fees in other jurisdictions are referred to as commercial linkage fees regardless of the specific terminology used in each jurisdiction.

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Conversely, if Campbell were to adopt fees that are significantly higher than the fees charged in nearby jurisdictions, this could affect developers' willingness to pursue projects in Campbell if developers are able to find attractive development opportunities in nearby cities with lower fees. However, it should be noted that developers consider many factors when deciding where to pursue development opportunities, with the local market being a major factor, and City fees may have only a limited impact on the overall decision-making process.

The following subsections provide information on 1) Commercial linkage fees charged in nearby jurisdictions; and 2) Total impact fees charged on non-residential uses in nearby jurisdictions.

Commercial Linkage Fees in Nearby Jurisdictions

Table 11 below shows commercial linkage fees that apply in several nearby jurisdictions. The table also shows the average rental rates for office, retail, and industrial uses in each jurisdiction as well as average hotel room rates in each jurisdiction. This market information is shown to provide high-level contextual information regarding variations in the market between the jurisdictions in the table, and how the market in Campbell compares to the market in each of the comparison jurisdictions. It should be noted that the average rental rates shown are for all properties of each type in each jurisdiction, according to data from Costar, and are therefore lower than the rental rates that would be typical of most new development in each jurisdiction.

Office Fees in Other Jurisdictions. For office uses, the fee rates assessed by the jurisdictions shown in Table 11 range from $0 to $34 per square foot, with Cupertino at the top of this range. Cities with no fees include those with no commercial linkage fees on any uses, which are Los Gatos, Monte Sereno, and Saratoga. In addition, San Jose does not charge a commercial linkage fee on office developments measuring less than 50,000 square feet and has no fee for any office in the South and East San Jose Growth Areas. For larger projects in areas of the San Jose where office uses are subject to housing mitigation fees, the fee rate varies based on total project square footage and location, up to $17 per square foot. The City of San Jose applies a 20 percent discount if fees are paid in full prior to Building Permit issuance, with the full fee rate applied if paid at the scheduling of the Final Building Inspection. Mountain View, Santa Clara, and Sunnyvale all charge lower fees for the first 10,000 to 25,000 square feet of office development, with the threshold for the lower fee rate varying by city.

As shown in the table, office rents in Campbell fall approximately in the middle of the range among the comparison jurisdictions, with an average rental rate of $4.13 per square foot per month, lower than in Cupertino, Mountain View, and Sunnyvale but higher than in San Jose and Santa Clara. The two comparison jurisdictions that have average office rents that are the most similar to those in Campbell are San Jose and Sunnyvale. As noted above, commercial linkage fees in San Jose vary based on project characteristics, up to a maximum of $17 per

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square foot. In Sunnyvale, the commercial linkage fee is equal to $23 per square foot, though the fee is charged at half of this rate for the first 25,000 square feet of a project.

Retail Fees in Other Jurisdictions. The jurisdictions in Table 11 tend to assess lower commercial linkage fee rates on retail uses than on office uses. Among the jurisdictions shown in the table, commercial linkage fees range from $0 in San Jose (regardless of location and project size), as well as in cities with no commercial linkage fee program, to $20.50 per square foot in Sunnyvale. Similar to the office fees described above, some cities have different fee rates depending on project size. For example, Mountain View applies a lower fee rate to the first 25,000 square feet of a retail project and Santa Clara does not apply a fee to retail developments measuring less than 5,000 square feet.

Campbell has the highest retail rents of all of the jurisdictions shown in the table, with an average rental rate of $3.34 per square foot per month. The two comparison jurisdictions that have average retail rents that are the most similar to those in Campbell are Cupertino and Sunnyvale, which assess commercial linkage fees on retail uses at a rate of approximately $14 and $21 per square foot per month, respectively.

Hotel Fees in Other Jurisdictions. Among the jurisdictions in Table 11 with a commercial linkage fee program, the commercial linkage fee rates that apply to hotel uses range from $3.50 per square foot in Mountain View (lower fees apply to the first 25,000 square feet) to $20.50 per square foot in Sunnyvale. Among the jurisdictions with a commercial linkage fee program, commercial linkage fees for hotels are lower than commercial linkage fees for office and equal to or higher than commercial linkage fees for retail uses.

Table 11 shows that hotel income per room in Campbell is slightly higher than in cities at the low end the range among the comparison jurisdictions. For hotel uses, Table 11 provides the Revenue per Available Room, or RevPAR, for each jurisdiction shown. RevPAR is a metric used to evaluate hotel performance and is equal to the average nightly rental rate per room multiplied by the hotel occupancy rate. As shown, as of October 2023 the 12-month RevPAR in Campbell was $109, lower than in Cupertino and Mountain View and slightly higher than in San Jose, Santa Clara, and Sunnyvale. The table does not show a relationship between cities with a low RevPAR and those with low fees for hotel uses. For example, Mountain View has the highest RevPAR of all of the cities shown ($139) and the lowest fee for hotel uses ($3.49 per square foot). Meanwhile, Sunnyvale is among the cities with the lowest RevPAR measures ($101) and has the highest fee rate ($20.50 per square foot).

Industrial Fees in Other Jurisdictions. The jurisdictions in Table 11 show wide variation in the commercial linkage fee rates for industrial uses, ranging from $3.49 per square foot in San Jose to $33.76 per square foot in Cupertino. Some cities, including Cupertino, Mountain View, and Sunnyvale, charge the same fee for industrial uses as for office uses. Other cities,

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including San Jose and Santa Clara, charge a substantially lower fee for industrial uses as compared to the fee for office uses.

As shown in the table, industrial rents in Campbell fall approximately in the middle of the range among the comparison jurisdictions, with an average rental rate of $2.02 per square foot per month, lower than in Mountain View and Sunnyvale but higher than in San Jose and Santa Clara.[5] The two comparison jurisdictions that have average retail rents that are the most similar to those in Campbell are Santa Clara and Sunnyvale, which assess commercial linkage fees on retail uses at a rate of approximately $14 and $23 per square foot per month, respectively.

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[5] Costar did not have data on industrial rental rates in Cupertino as of the writing of this report.

Table 11: Commercial Linkage Fees in Other Jurisdictions (per net new square foot)

Office	Current Fee Rate	Avg. Monthly Rent/SF (a)
Campbell	N/A	$4.13
San Jose (c) (d)	$17.44	$3.96
Sunnyvale (f)	$23.00	$4.62
Santa Clara (e)	$28.79	$2.87
Mountain View (b)	$33.00	$5.15
Cupertino	$33.76	$4.76

Retail	Current Fee Rate	Avg. Monthly Rent/SF (g)
Campbell	N/A	$3.34
San Jose (c)	$0.00	$2.83
Mountain View (h)	$3.50	$3.02
Santa Clara (i)	$7.20	$3.01
Cupertino	$14.24	$3.09
Sunnyvale	$20.50	$3.12

Hotel	Current Fee Rate	RevPAR (j)
Campbell	N/A	$109
Mountain View (h)	$3.50	$139
San Jose (c) (k)	$5.81	$101
Santa Clara	$7.20	$104
Cupertino	$16.88	$120
Sunnyvale	$20.50	$101

Industrial	Current Fee Rate	Avg. Monthly Rent/SF (g)
Campbell	N/A	$2.02
San Jose (c) (l)	$3.49	$1.37
Santa Clara (e)	$14.39	$1.61
Sunnyvale (f)	$23.00	$2.28
Mountain View (b)	$33.00	$2.53
Cupertino	$33.76	N/A

Notes:
The Cities of Los Gatos, Monte Sereno, and Saratoga do not currently have commercial linkage fee programs. The City of Los Gatos plans to adopt commercial linkage fees by December 2024.
(a) Average office rents shown reflect average gross direct rents in each city as of the fourth quarter of 2023, according to data from Costar.
(b) Lower fee applies to first 10,000 SF.
(c) 20% discount applies if paid prior to Building Permit issuance; 100% of fee rate applies if paid at Scheduling of Final Building Inspection.
(d) Fee shown applies to developments ≥100,000 sq. ft in the Downtown and nearby area; lower fees/no fees apply to smaller projects and in other areas. No fee for any office development in the South and East San Jose Growth Areas.
(e) Fee charged at ½ rate for first 20,000 SF.
(f) Fee charged at ½ rate for first 25,000 SF.
(g) Average retail and industrial rents shown reflect average NNN direct rents in each city as of the fourth quarter of 2023, according to data from Costar.
(h) Lower fee applies to first 25,000 SF.
(i) No fee applies to retail developments <5,000 SF.
(j) RevPAR is a metric used to evaluate hotel performance using the average revenue per room and is equal to the average nightly rental rate per room multiplied by the hotel occupancy rate. Figures shown reflect the RevPAR over the past 12 months as of October 2023.
(k) Fee does not apply to common area.
(l) No fee applies to industrial developments <100,000 sq. ft. or in the Edenvale & Monterey Corridor area.

Sources: Costar, 2023; BAE, 2023.

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Total Impact Fees for Non-Residential Uses in Nearby Jurisdictions

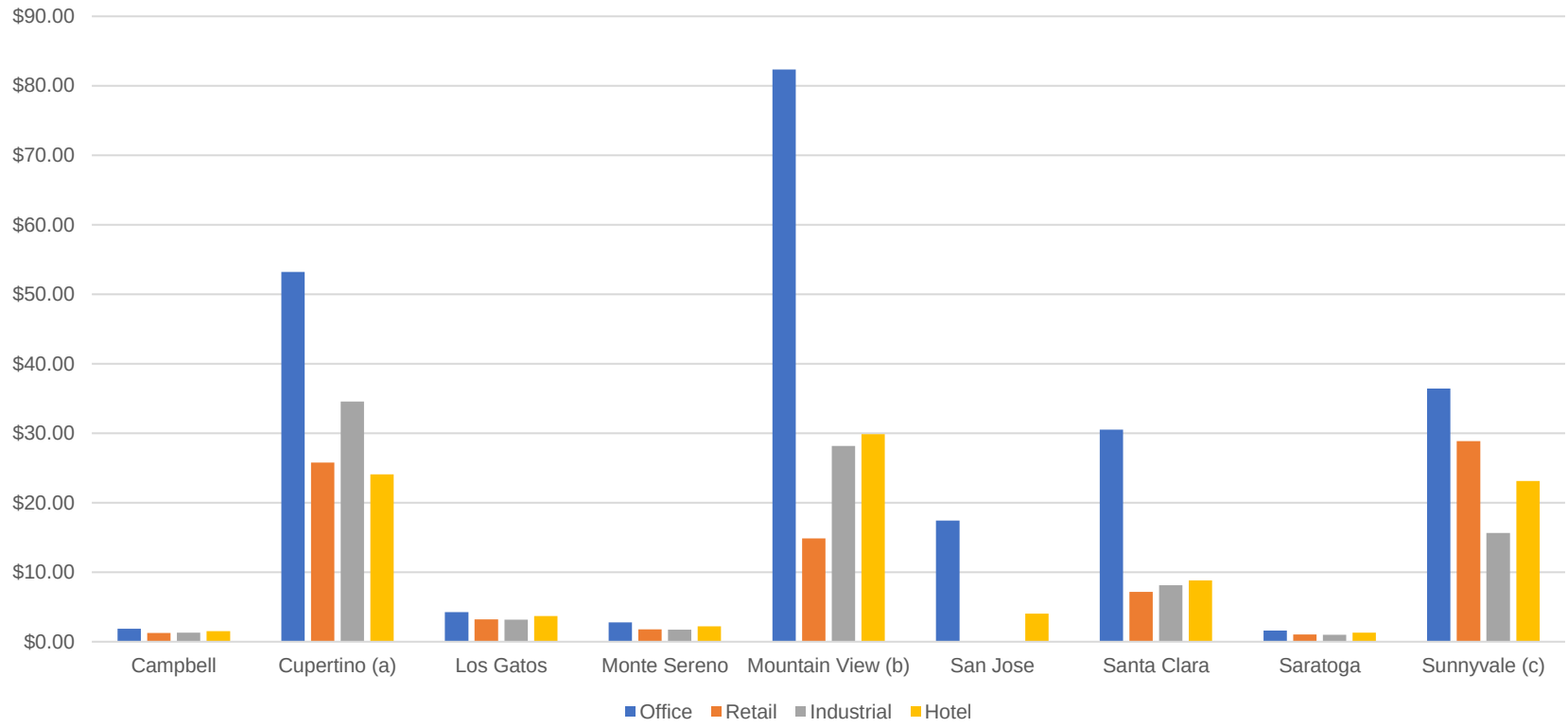
Figure 1 provides estimates of the total impact fees that would apply to each of the non-residential prototypes that are evaluated above. This analysis provides insight on how adopting commercial linkage fees in Campbell might affect the cost of impact fees in Campbell overall in relation to the cost of impact fees in neighboring jurisdictions. For example, if non-residential impact fees in Campbell were already comparable to non-residential impact fees in neighboring jurisdictions, adding commercial linkage fees could bring Campbell's total impact fee stack to a level that would exceed what is typical in nearby jurisdictions.

As shown, Campbell's impact fees are at the low end of the range for each use. Monte Sereno and Saratoga, both of which have very limited opportunities for non-residential development, have impact fees that are comparable to the fee rates in Campbell, while fees in Los Gatos are slightly higher than in Campbell. San Jose has higher impact fees for the office and hotel prototypes than Campbell but would assess no fees on the retail or industrial prototypes. The other cities shown, including Cupertino, Mountain View, Santa Clara, and Sunnyvale, would all charge significantly higher impact fees than Campbell for each of the nonresidential prototypes. This indicates that Campbell could assess commercial linkage fees on non-residential uses while keeping the total cost of non-residential impact fees in the City lower than or equivalent to the total cost of non-residential impact fees that apply in many other nearby jurisdictions.

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Figure 1: Non-Residential Impact Fees in Campbell and Comparison Jurisdictions



Notes:
(a) Industrial fees do not include Transportation Impact Fees, which are calculated for industrial uses based on PM trips.
(b) Fees for office and hotel include North Bayshore Precise Plan Development Fees. These fees would not apply to developments outside of this Precise Plan Area. However, other fees apply to projects in other Precise Plan Areas.
Fees do not include Water Capacity Fees, which are calculated for non-residential uses based on number of water meters and meter size.
(c) Fee estimates for office include Moffett Park Specific Plan Fees. Fee estimates for retail and hotel include El Camino Real Specific Plan Fees.

Source: BAE, 2023.

Summary of Findings from Commercial Linkage Fee Analysis

The analysis presented above evaluates commercial linkage fees in Campbell based on a nexus analysis, an analysis of the financial feasibility of the non-residential development, fee rates based on a share of total development costs, and fees charged in other jurisdictions. The nexus analysis identifies the following maximum justifiable fee rates:

- Office: $47 per square foot
- Retail/Restaurant: $128 per square foot
- Hotel: $49 per square foot
- Light Industrial: $34 per square foot

The financial feasibility analysis finds that all of the non-residential prototypes that were evaluated in this analysis face financial feasibility challenges in the current market due primarily to high construction costs and interest rates, low rents relative to the cost of construction, and continuing market uncertainty due to the changes in work patterns following the COVID-19 pandemic.

The analysis presented above includes calculations showing potential commercial linkage fee rates in Campbell if the City were to base fee rates on a percent of estimated total development costs. Fees that are equal to one to four percent of total development costs would be approximately equal to the following fee rates, all of which are consistent with the maximum fee rates established by the nexus analysis:

- Office: $7-$30 per square foot
- Retail/Restaurant: $5-$19 per square foot
- Hotel: $6-$24 per square foot
- Light Industrial: $5-$19 per square foot

For office uses, fees toward the low end of the range shown above would be lower than the fees that are charged in nearby jurisdictions, with the exception of some areas of San Jose. Fees toward the top end of this range would be toward the high end of the range among nearby jurisdictions. Similarly, for retail, hotel, and industrial uses, fees toward the low end of the ranges shown above would be toward the lower end of the range of fees that are charged in nearby jurisdictions, while fees toward the top end of these ranges would be toward the high end of the range among nearby jurisdictions.

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3. RESIDENTIAL FINANCIAL FEASIBILITY ANALYSIS

This chapter provides a financial feasibility analysis to evaluate the financial feasibility of residential development in Campbell, including an evaluation of the financial feasibility of the City's inclusionary housing requirements. This analysis evaluates the financial feasibility of five residential development prototypes ranging from single-family homes to high-density multifamily development, described in more detail below. The findings from the financial feasibility analysis are intended to inform the City of Campbell in considering potential revisions to the inclusionary housing ordinance and the in-lieu fee. The in-lieu fee is evaluated in the following chapter of this report.

Residential Development Trends in Campbell

According to the California Department of Finance, the City's overall housing inventory expanded by roughly 1,500 units between 2010 and 2023, for a nine percent increase over that time period. Single-family detached units accounted for the largest number of new units (720 new units), followed by multifamily developments with five or more units (506 new units), and townhome developments (290 new units). In terms of multifamily developments, CoStar data indicates that the most recent rental project delivered in Campbell was built in 2018, including nearly 120 units. The City's 2021 Annual Housing Element Progress Report (APR) shows that three multifamily rental projects were issued certificates of occupancy in 2018, with 14, 112, and 16 units, respectively. The APR does not show any additional multifamily rental projects that were issued certificates of occupancy in subsequent years, though building permits have been issued for some multifamily rental projects in more recent years.

Based on a review of projects currently in the pipeline, either approved or seeking entitlements, the City has a select number of residential developments that were used to inform the residential prototypes. These pipeline projects range from lower-density single-family units, at roughly eight dwelling units per acre, to a condominium development with 36 dwelling units to the acre. The City's pipeline also includes two different developments that are proposing to include both rental apartments and for-sale townhomes, achieving a blended 20 to 35 dwelling units to the acre. As currently proposed, the higher-density projects in the pipeline are at or below five stories of construction, meaning that these projects are within the height limit for wood-frame construction and do not require more expensive construction methods that are necessary for buildings with more stories.

Campbell Residential Development Standards

The City recently updated the General Plan to adjust the allowable densities and adopted objective standards which provides for greater certainty in the design and development of new residential development. With the updates, the highest-density residential land use

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designation allows between 57 and 75 dwelling units per gross acre. This density range allows for more dense projects, likely into six- or seven-story developments that include ground-floor concrete podiums to achieve higher densities. Several other land use designations allow for projects to reach up to 25 dwelling units per gross acre (or higher), which is sufficient to accommodate dense townhomes developments. The prototypes that are evaluated in this chapter are consistent with the new land use designations that have been adopted by the City.

Prototypes

The financial feasibility analysis evaluates five residential prototypes, consisting of two rental prototypes and three for-sale housing prototypes at various densities. The prototypes that were evaluated in this analysis are described in more below and summarized in Table 12.

Table 12: Summary of Residential Prototype Development Programs

	Prototype 1 Low-Density MFR Rental	Prototype 2 High-Density Mixed-Use	Prototype 3 For-Sale Condo	Prototype 4 For-Sale Townhomes	Prototype 5 Single-Family Subdivision
Development Program					
Site Size (acres)	2.0	2.0	1.0	1.0	0.5
Total Units	59	132	53	22	6
Affordable Units	9	20	8	4	0
Average Unit Size (net sq. ft.)	839	840	1,200	1,800	2,600
Parking Spaces	89	132	53	44	12

Sources: City of Campbell; BAE, 2023.

Prototype 1: Lower-Density Multifamily Rental. Prototype 1 is a lower-density multifamily rental development on a two-acre site accommodating 59 total residential units, with a density of roughly 30 du/acre. The prototype evaluated abides by the City's current inclusionary housing ordinance by including nine units affordable to a mix of very low-income and low-income households, which is equal to 15 percent of the total units. Parking for Prototype 1 would be provided in a surface parking lot, including 89 parking spaces, or 1.5 spaces per unit.

Prototype 2: Higher-Density Multifamily Rental. Prototype 2 is a multifamily rental development on a two-acre site with an assumed density of 66 du/acre, yielding a total of 132 units. The prototype includes 20 units affordable to very low-income and low-income households, which is equal to 15 percent of the total housing units. Parking for Prototype 2 would be provided in a first-floor parking podium. This prototype includes parking at a ratio of one space per unit.

Prototype 3: Condominium. Prototype 3 is a condominium development on a one-acre site with a density of 53 dwelling units per acre. The prototype evaluated in this analysis assumes the developer aligns with the City's existing inclusionary housing ordinance, providing four units affordable to low-income households, or 7.5 percent of the total units, as well as four

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units affordable to moderate-income households, or another 7.5 percent of the total units. Parking for Prototype 3 would be provided in a first-floor parking podium, at a ratio of one space per unit.

Prototype 4: Townhomes. Prototype 4 is a townhome development on a one-acre site with an assumed base land use designation allowing for 22 dwelling units per acre. The prototype evaluated in this analysis includes two units affordable to low-income households, which is equal to nine percent of the 22 total units, as well as two units affordable to moderate-income households, aligning with the City's existing inclusionary requirements. Parking for Prototype 4 would be provided in individual garages in each unit. Parking would be provided at a ratio of 2.0 spaces per unit.

Prototype 5: Single-Family Subdivision. Prototype 5 is a single-family subdivision on a 0.5-acre parcel with six total single-family units, for a density of 12 du/acre. Due to the structure of the City's existing affordable housing ordinance, which only requires projects with ten or more units to include affordable housing units, this project does not include any housing units affordable to low- or moderate-income households. Parking for Prototype 5 is provided in individual garages in each unit, at a ratio of 2.0 spaces per unit.

Methodology for Financial Feasibility Analysis

The methodology used for this study involved preparation of static pro-forma financial feasibility models for each of the five prototypes described above. The static pro-forma models represent a form of financial feasibility analysis that developers often use at a conceptual level of planning for a development project, as an initial test of financial feasibility for a development concept to screen for viability. The detailed pro-formas that BAE prepared for this analysis are provided in Appendix C.

The pro-forma models are structured to calculate the residual land value associated with each prototype. The residual land value for a residential rental project is equal to the value of the completed project, net of total development costs. To estimate the value of the completed project (net of developer profit), the feasibility models divide the Net Operating Income (NOI) from the project (i.e., annual income from the project net of operating expenses) by the Yield-on-Cost (YOC) developers are seeking in order to consider a project feasible. The required YOC is a function of the prevailing capitalization rate in the City, plus a spread for new development to capture a margin for developer profit. The residual land value for a residential rental project can be summarized as follows:

Project Value Net of Developer Profit (i.e., NOI / required YOC) – Total Development Costs

=

Residual Land Value

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The residual land value for a for-sale project is equal to the net sale proceeds from the project (i.e., total revenue from sales after subtracting marketing costs) net of total development costs including developer profit:

Net Sale Proceeds (total revenues less marketing costs) – Total Development Costs
=
Residual Land Value

The residual land value approximates the maximum amount that a developer should be willing to pay for a given site, based on the value of the project that the developer would build on that site. In general, a development pro-forma that shows a residual land value that is approximately equivalent to the typical sale price for land indicates a financially feasible project. If a developer is able to acquire land for a price that is lower than the residual land value associated with his or her project, the difference between the residual land value and the actual sale price essentially represents additional project profit. A project that generates a residual land value that is lower than typical site acquisition costs is generally not financially feasible and would be unlikely to be built.

Rental Inclusionary Financial Feasibility Findings

The following section summarizes the financial feasibility of the two rental housing prototypes. This includes the estimated development cost of the project, as well as the project value upon completion, resulting in a residual land value. The residual land value is compared to prevailing land costs in the City of Campbell to determine the financial feasibility of the prototype. A summary of the financial feasibility findings is included below in Table 13.

Prototype 1: Lower-Density Multifamily Rental. The financial feasibility analysis indicates that the lower-density multifamily rental prototype faces development feasibility challenges in the current market. In total, the estimated total cost of the 59-unit project amounts to nearly $27.7 million, or nearly $470,000 per unit, excluding the cost of land acquisition. Hard costs for vertical construction account for the largest development cost, at nearly $18.6 million, followed by soft costs ($2.9 million), site preparation ($1.7 million), construction financing costs ($1.6 million), and City impact fees ($1.3 million). The remaining costs are associated with developer fees and surface parking costs.

To estimate the value of the property to investors, this project is estimated to generate roughly $1.3 million annually in net operating income. Based on a required yield on cost of 5.5 percent, the project value net of development profit is equal to roughly $24.4 million. Based on the comparison between project value to investors and the estimated development cost excluding land, the feasibility models indicate a negative residual land value, indicating the project is unable to support a land acquisition cost and is therefore infeasible under current market conditions.

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It should be noted that this prototype also faces feasibility challenges even with no inclusionary housing requirement. In a scenario in which all units in the prototype are market-rate units, this prototype still yields a negative residual land value. This finding indicates that changes to the City's inclusionary requirements would not make this prototype financially feasible.

Prototype 2: Higher-Density Multifamily Rental. Similar to the lower-density multifamily rental prototype, the higher-density prototype faces financial feasibility challenges in the current market. The 132-unit higher-density multifamily rental prototype, situated on a two-acre parcel, is estimated to have a total development cost of $77.5 million, or $587,000 per unit, excluding the cost of land acquisition. The per-unit cost for this prototype is higher than the per-unit cost for the lower-density multifamily rental prototype due to the inclusion of podium parking, which significantly increases the cost per parking space. Similar to the lower-density prototype, vertical hard construction costs account for the largest development cost, followed by soft costs. Due to the provision of podium parking, however, the parking costs account for the third most significant cost, at roughly $7.2 million. The remaining costs are associated with construction financing, City impact fees, developer fees, and site preparation costs.

Based on an annual net operating income of $3.4 million, the project value net of development profit is equal to roughly $61.9 million. Based on the comparison between project value to investors and the estimated development cost excluding land, the feasibility models indicate a negative residual land value, indicating development feasibility challenges under existing market conditions.

Similar to the prior prototype, this prototype still faces feasibility challenges even without the inclusionary housing requirement.

For-Sale Residential Financial Feasibility Findings

The following section summarizes the feasibility of the three for-sale housing prototypes. Similar to the above approach, this section summarizes the total development cost, and compares this to the total sales proceeds of the units to calculate the residual land value. To determine feasibility, the residual land value is then compared to prevailing land costs for these development typologies in the City of Campbell. A summary of the financial feasibility findings is included below in Table 13.

Prototype 3: Condominium. The pro-forma analysis indicates that the condominium prototype is infeasible, due to lower sale proceeds relative to the cost of building the prototype. The estimated project cost of the condominium prototype is approximately $45.6 million, or nearly $860,000 per unit, excluding the cost of land acquisition or developer profit. The higher development cost relative to the rental prototypes is driven by high hard costs due to higher-end finishes and more expensive construction materials in a typical condominium development, as well as the provision of larger condominium units compared to rental units.

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Similar to the other prototypes, vertical hard construction costs account for the largest share of development costs, followed by parking costs and soft costs.

As noted in prior sections, the feasibility of for-sale condominium prototypes is determined through the comparison between the revenue from one-time sales of the condominium units and the cost of delivering the units. Based on the expected sale prices, this 53-unit development generates roughly $51.8 million in gross sales proceeds. After accounting for marketing costs, the net sales proceeds amount to approximately $49.2 million, or a blended average of roughly $929,000 per unit.

Assuming condominium developers require a one-time 18-percent profit margin in order to attract equity investors, the residual land value of the higher-density condominium prototype is negative, indicating the prototype does not support a land acquisition and is therefore considered infeasible. Similar to the rental prototypes, the market-rate component of the condominium prototype is not feasible even without the affordable component.

Prototype 4: Townhomes. The pro-forma analysis indicates that the townhome prototype is financially feasible in the current market. In total, the 22-unit townhome development on one acre is estimated to cost roughly $15.6 million, or $710,000 per unit, excluding land acquisition costs and developer profit. While these units are somewhat larger than the condominium units, the development typology affords a more efficient cost of construction, leading to reduced costs on a per-square-foot basis. Still, vertical hard construction costs account for the largest share of development costs, followed by soft costs and site preparation costs.

This analysis uses an estimated average sale price of approximately $1.5 million per unit for this prototype, resulting in a total of $31.0 million in net sales revenue from the project. This total accounts for a lower sale price among the inclusionary units in the project. After allowing an 18-percent developer profit threshold, the development has an estimated residual land value of approximately $11.6 million. Based on comparable land sales, this residual land value is sufficient to acquire land suited for townhome developments, indicating the prototype is feasible and may even be able to support a slightly higher percentage of required inclusionary housing units.

Prototype 5: Single-Family Subdivision. The pro-forma analysis indicates that the single-family prototype is financially feasible in the current market. In total, the six-unit single-family subdivision on 0.5 acres is estimated to have a total development cost of roughly $5.7 million, or $950,000 per unit, excluding land acquisition costs and developer profit. Similar to the townhome prototype, the single-family development includes larger units than the high-density condominium prototype but has a lower cost of construction on a per-square-foot basis.

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Based on data on recent home sales in Campbell as reported by Redfin, as well as on input provided by developers, this analysis uses an estimated average sale price of approximately $2.6 million per unit, resulting in a total of $14.8 million in net sales revenue from the project. The City's inclusionary ordinance would not apply to a project of this size, and therefore this analysis assumes that all units in this development would be market-rate units. After allowing an 18-percent developer profit threshold, the development has an estimated residual land value of approximately $7.4 million, or $14.8 million per acre. Based on comparable land sales, this residual land value is higher than the typical price required to acquire land suited for single-family developments in Campbell, indicating the prototype is feasible and may even be able to support an inclusionary housing requirement.

Summary of Findings

As outlined above, the feasibility of higher-density housing prototypes in the City of Campbell is currently challenging due to construction cost increases and other external market factors. However, lower-density prototypes including townhomes and detached single-family units are currently feasible, driven by the cheaper cost of construction for these development typologies and high sale prices. For the projects that are currently infeasible, even eliminating the city's inclusionary housing requirement is insufficient to render projects feasible, highlighting the external factors that are driving the current infeasibility. Based on the current inclusionary housing ordinance and in-lieu fee payment option, the single-family prototype is not subject to the inclusionary housing ordinance, as it provides less than ten units. However, this prototype generates the highest residual land value, due to the high sale prices.

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Table 13: Summary of Residential Development Feasibility

	Prototype 1 Low-Density MFR Rental	Prototype 2 High-Density MFR Rental	Prototype 3 For-Sale Condo	Prototype 4 For-Sale Townhomes	Prototype 5 For-Sale Single-Family Subdivision
Development Program					
Site Size (acres)	2.0	2.0	1.0	1.0	0.5
Total Units	59	132	53	22	6
Affordable Units	9	20	8	4	0
Average Unit Size (net sq. ft.)	839	840	1,200	1,800	2,600
Parking Spaces	89	132	53	44	12
Total Development Costs, Excluding Land and Developer Profit					
Total Development Cost (TDC) Excl. Land & Profit	$27,688,560	$77,456,595	$45,571,665	$15,597,150	$5,694,932
TDC per Unit	$469,298	$586,792	$859,843	$708,961	$949,155
TDC per Gross Building SF	$466	$561	$597	$394	$365
Residual Land Value Analysis					
Required Value Threshold (Rental)	$24,394,015	$61,937,400	n.a.	n.a.	n.a.
Net Sales Revenue (for-sale)	n.a.	n.a.	$49,245,872	$30,958,857	$14,820,000
Residual Land Value	**($3,294,546)**	**($15,519,195)**	**($5,608,693)**	**$11,609,220**	**$7,379,980**
Residual Land Value per Acre	**($1,647,273)**	**($7,759,597)**	**($5,608,693)**	**$11,609,220**	**$14,759,960**
Required Land Purchase Price per Acre	$3.0 - $6.0 Million	$4.0 - $8.0 Million	$4.0 - $8.0 Million	$2.5 - $8.0 Million	$6.0 - $10.0 Million
Feasibility Gap/Surplus per Acre	**($4.6) - ($7.6) Million**	**($11.8) - ($15.8) Million**	**($9.6) - ($13.6) Million**	**$3.6 - $9.1 Million**	**$4.8 - $8.8 Million**
Feasible under current conditions?	No	No	No	Yes	Yes

Source: BAE, 2023

4. INCLUSIONARY HOUSING IN-LIEU FEE ANALYSIS

This chapter analyzes potential changes to the City's inclusionary housing in-lieu fees. In-lieu fees are a common option that cities offer as an alternative to providing inclusionary units within a project, though cities differ in terms of the extent to which the in-lieu fee option is available for all projects or only in specific circumstances. In addition, cities differ in terms of the extent to which in-lieu fees are set at levels that are likely to incentivize developers to pay the fee or to provide inclusionary units on site. In general, a relatively high in-lieu fee tends to create an incentive for developers to provide inclusionary units on site, because the cost of the fee exceeds the cost to provide the inclusionary units. Conversely, a low in-lieu fee tends to create an incentive for developers to pay the fee rather than provide inclusionary units.

As discussed in the introduction to this report, Campbell currently allows developments with a density of six dwelling units per acre or less to pay an in-lieu fee rather than provide affordable units within the development. For projects providing rental units, the in-lieu fee is equal to $21.50 per project square foot. For projects providing owner-occupied units, the in-lieu fee is equal to $34.50 per project SF. Based on the current ordinance, only projects with ten or more units are subject to the inclusionary housing ordinance. Due to the density limits for projects that are eligible for the in-lieu fee option and the size threshold for the inclusionary ordinance, the City has only seen a limited number of projects that are subject to the inclusionary housing ordinance and fall within the density range for projects that are eligible to pay the in-lieu fee.

This chapter includes technical analysis for calculating the in-lieu fee as well as a benchmark analysis that evaluates in-lieu fees and total residential impact fees in comparison jurisdictions. Recommendations for implementation supported by the analysis provided in this chapter are addressed in the Policy Options section of this report, along with recommendations supported by the analysis of commercial linkage fees.

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Inclusionary Unit Construction Cost Approach

Many cities base their inclusionary in-lieu fees on the cost to construct an affordable unit, often through a formula that applies on a project-by-project basis that is tied to the cost of construction. To inform the City's consideration of an inclusionary in-lieu fee, this subsection provides an analysis of the cost to construct inclusionary units in each of the five residential prototypes analyzed in this report.

For inclusionary rental units, this analysis estimates the cost to construct an inclusionary unit based on the per-unit construction costs shown in the pro-formas for the rental developments. The analysis then subtracts the amount of debt service that an affordable unit can support from the total construction cost to estimate the construction cost net of supportable debt. This approach recognizes that an affordable unit generates rental income to offset the cost of constructing the unit, albeit at a lower rate than needed to cover construction costs.

For inclusionary ownership units, this analysis estimates the cost to construct an inclusionary unit based on the per-unit construction costs shown in the pro-formas for the ownership developments. The analysis then subtracts the restricted sale price from the total construction cost to estimate the construction cost net of sales proceeds. Like the approach used for the rental units, this approach recognizes that an inclusionary unit generates revenue from the sale of the unit to offset the cost of constructing the unit, though this revenue is not sufficient to cover construction costs.

For all of the development prototypes, this analysis included the required developer profit and the land acquisition. Land costs were estimated at the midpoint of the ranges for each prototype as shown in Table 13.

As shown in Table 14 Table 1below, based on the construction cost approach calculations, the in-lieu fee amount based on the construction cost approach ranges from $107 to $115 per net residential square foot for the rental prototypes. The lower-density rental prototype yields the lower in-lieu fee amount, due to a lower per-unit development cost for that prototype. Using the construction cost approach, the in-lieu fee for the for-sale units is equal to $96 per net square foot for the condominium prototypes, $70 per net square foot for the townhouse prototype, and $83 per net square foot for the single-family prototype.

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Table 14: Construction Cost In-Lieu Fee Amount by Prototype

	Prototype 1 Low-Density MFR Rental	Prototype 2 High-Density MFR Rental	Prototype 3 For-Sale Condo	Prototype 4 For-Sale Townhome	Prototype 5 For-Sale Single-Family Subdivision
Development Program					
Site Size (acres)	2.0	2.0	1.0	1.0	0.5
Total Units	59	132	53	22	6
Affordable Units	9	20	8	4	0
Total Net Project SF	49,500	110,900	63,600	39,600	15,600
Estimated Land Cost (per unit)	$152,542	$90,909	$113,208	$238,636	$666,667
Construction Cost Approach					
Total Development Cost Per Unit, Incl. Land	$646,336	$703,737	$1,148,199	$1,118,165	$1,906,670
Rental Prototypes					
Average Monthly Rent per Affordable Unit (a)	$1,738	$1,793	*n.a.*	*n.a.*	*n.a.*
Monthly Net Operating Income per Affordable Unit	$401	$454	*n.a.*	*n.a.*	*n.a.*
Supportable Debt per Affordable Unit	$58,174	$65,787	*n.a.*	*n.a.*	*n.a.*
For-Sale Prototypes					
Avg. Net Sales Revenue per Affordable Unit (b)	*n.a.*	*n.a.*	$384,484	$429,464	$476,313
Development Cost minus Sale Price per Aff. Unit	*n.a.*	*n.a.*	$763,715	$688,701	$1,430,357
In-Lieu Fee Per Affordable Unit	**$588,162**	**$637,951**	**$763,715**	**$688,701**	**$1,430,357**
Constructoin Cost In-Lieu Fee Amount					
Total In-Lieu Fee Amount	**$5,293,459**	**$12,759,012**	**$6,109,723**	**$2,754,805**	**$1,287,321**
Fee per Net Residential Sq. Ft. (c)	*$107*	*$115*	*$96*	*$70*	*$83*

Source: BAE, 2024.

Point of Indifference Approach

One factor to consider when setting an in-lieu fee is the "point of indifference", or the fee amount that is generally equivalent to the cost of providing inclusionary units in a project. Fees that are set higher than this amount will generally incentivize developers to provide affordable units instead of paying the in-lieu fee because providing the units will be more cost-effective. Conversely, fees that are set lower than this amount will generally incentivize developers to pay the in-lieu fee instead of providing the affordable units. The following section summarizes the methodology for setting this fee amount, as well as the potential fee amount for each of the prototypes.

Methodology

The cost of an in-lieu fee and the cost to provide inclusionary units on site are not directly comparable, because an in-lieu fee affects total development costs, whereas providing inclusionary units on site affects either the project's operating income and the resulting project value (for rental developments) or sale proceeds (for ownership developments). In other words, payment of an in-lieu fee affects the cost side of the residual land value calculation, while providing inclusionary units on site affects the project value or sale proceeds side of the residual land value calculation.

This analysis evaluated the point of indifference by determining the in-lieu fee rate for each prototype that would result in the same feasibility results as providing inclusionary units. The analysis involved creating an alternate version of the pro-forma for each prototype. The pro-formas that were used for this portion of the analysis differed from the pro-formas that were used to test the feasibility of the inclusionary requirements in that the alternate versions do not have any affordable inclusionary units and instead include an in-lieu fee as part of the total development cost. To identify the point of indifference in-lieu fee for each prototype, the analysis determined the fee that would result in the same residual land value as in the inclusionary scenario. For example, as shown in Table 13 above, with the inclusionary units Prototype 4 results in a residual land value of $11.6 million. To identify the point of indifference fee rate for Prototype 4, an alternate version of the Prototype 4 pro-forma was created with no inclusionary units. An in-lieu fee was then added to the development costs for in this alternate version of the pro-forma, with that fee rate set such that the residual land value associated with the project would be $11.6 million, or equal to the residual land value in the inclusionary scenario for the same prototype.

The methodology for estimating the point of indifference fee rate for the single-family prototype involved creating two alternate versions of the single-family prototype pro forma. One alternate version evaluated a prototype that is similar to the single-family prototype discussed elsewhere in this report, but with seven units rather than six and a commensurate increase in the site size, with one of the seven units as an inclusionary unit (i.e., approximately 15 percent of a seven-unit project). The second alternate version evaluated the same seven-

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unit single-family prototype with an in-lieu fee rather than an inclusionary unit, following the same methodology that was used for the other prototypes as described above.

The resulting in-lieu fee rates for each prototype approximate the "point of indifference," or the inclusionary in-lieu fee payment that would have approximately the same cost impacts as providing affordable units within the project. In other words, if all else were equal, a residential rental project that pays the "point of indifference" fee rates shown in Table 15 would generally support the same residual land value as a project that provides the affordable units on site.

Findings

As shown below in, the rental prototypes yield a "point of indifference" in-lieu fee amount between $55.50 and $63.50 per net residential square foot. The for-sale prototypes yield a "point of indifference" in-lieu fee amount of $61.50 per net residential square foot for condominium prototypes, $92.00 per net residential square foot for townhomes, and $90.50 per net residential square foot for single-family homes.

Table 15: Point of Indifference In-Lieu Fee Amount by Prototype

	Prototype 1 Low-Density MFR Rental	Prototype 2 High-Density MFR Rental	Prototype 3 For-Sale Condo	Prototype 4 For-Sale Townhome	Prototype 5 For-Sale Single-Family Subdivision
Point of Indifference In-Lieu Fee Amount (a)	$2,747,250	$7,042,150	$3,911,400	$3,643,200	$1,647,100
Existing Fee per SF	$21.50	$21.50	$34.50	$34.50	$34.50
Additional Fee per SF	$34.00	$42.00	$27.00	$57.50	$56.00
Total Fee per SF	**$55.50**	**$63.50**	**$61.50**	**$92.00**	**$90.50**

Note:
(a) Based on proformas shown in Appendix C.
Source: BAE, 2024.

The "point of indifference" fee rates identified in this analysis are sensitive to the relationship between the market-rate rent and the affordable rent for rental projects and the market-rate sale price and the affordable sale price for ownership projects, as well as other assumptions used in the financial modeling. Consequently, the fee rate that represents the point of indifference will vary between projects and over time based on variations in the difference between market-rate and affordable rents and sale prices. Nonetheless, the analysis presented in this subsection provides general insight on the in-lieu fees levels that are comparable in cost to providing inclusionary units in a project.

Residential Fee Benchmark Analysis

The following subsections provide information on 1) Inclusionary housing in-lieu fees charged in nearby jurisdictions; and 2) Total impact fees charged on residential uses in nearby

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jurisdictions. The fee information provided in this section may inform Campbell's process for identifying an in-lieu fee. To the extent that cities with comparable market conditions assess fees and continue to attract new residential development, this could serve as an indication that Campbell could potentially assess similar fees without making residential development infeasible. Conversely, if Campbell were to adopt fees that are significantly higher than the fees charged in nearby jurisdictions, this could affect developers' willingness to pursue projects in Campbell if developers are able to find attractive development opportunities in nearby cities with lower fees.

However, inclusionary housing in-lieu fees have little or no effect on the financial feasibility of residential development projects in jurisdictions where use of the in-lieu fee is generally restricted to specific types of projects, and therefore the information provided below should be considered within a broader policy context. As discussed in more detail below, many jurisdictions place restrictions on developers' ability to satisfy inclusionary requirements through payment of an in-lieu fee. These restrictions may include requiring City Council approval to pay an in-lieu fee, allowing in-lieu fees only for the purpose of meeting a requirement for a fractional unit, and allowing in-lieu fees only for small projects. In cases where the use of an in-lieu fee is restricted, most projects may be required to provide inclusionary units rather than pay the fee, making the specific in-lieu fee rate irrelevant to the financial feasibility of most projects. Similarly, the cost of an in-lieu fee is often not included in the total fees that apply to a residential development project because projects often provide inclusionary units rather than pay an inclusionary in-lieu fee.

Inclusionary In-Lieu Fees in Nearby Jurisdictions

Table 16 below shows the inclusionary housing in-lieu fees that apply in several nearby jurisdictions. The table also shows the median home sale prices in each jurisdiction as well as the average rental rates for multifamily rental units in each jurisdiction. This market information is shown to provide high-level contextual information regarding variations in the market between the jurisdictions in the table, and how the market in each jurisdiction shown compares to the market in Campbell. It should be noted that the median sale prices and average rental rates shown are for all properties of each type in each jurisdiction, according to data from Costar and Redfin, and are therefore lower than the rental rates and sale prices that would be typical of most new development in each jurisdiction.

As shown, almost all of the jurisdictions shown in Table 16 have restrictions on developers' ability to satisfy inclusionary requirements through payment of an in-lieu fee. These restrictions include requiring City Council approval to pay an in-lieu fee, allowing in-lieu fees only for the purpose of meeting a requirement for a fractional unit, and allowing in-lieu fees only for small projects. The exception is San Jose, which allows developers to choose whether to pay an in-lieu fee, provide inclusionary units, or pursue an alternative method of compliance.

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Among the jurisdictions shown in Table 16 that have established in-lieu fee rates, in-lieu fees for for-sale developments generally range from $21 per square foot (Cupertino, for some development types) to $144 per square foot (Mountain View, for rowhouses or townhomes).[6] Campbell's current in-lieu fee rate for for-sale developments is higher than the current in-lieu fee rates in Cupertino and San Jose and lower than the in-lieu fee rates in Mountain View. Campbell is unique among the jurisdictions shown in that Campbell has a single in-lieu fee rate for all for-sale development rather than a fee that varies by for-sale development type.

Among the jurisdictions shown in Table 16 that have established in-lieu fee rates, in-lieu fees for rental developments generally range from approximately $22 per square foot (San Jose, in moderate market areas) to $111 per square foot (Mountain View).[7] Campbell's current fee rate is toward the low end of this range, at $21.50 per square foot.

Rather than set fee rates, some jurisdictions set fees as a percent of building permit valuation (Los Gatos) or sale price (Sunnyvale, for for-sale developments). Some jurisdictions use a formula based on the difference between the affordable sale price and the market-rate sale price (Santa Clara, for for-sale projects).

While fee rates in nearby jurisdictions often provide insight on the fee rates that are financially feasible, in the case of an in-lieu fee the fee rates shown in Table 16 do not necessarily reflect financially feasible fee rates. As noted above, most of the jurisdictions shown place restrictions on developers' ability to pay an in-lieu fee and prefer that developers provide affordable inclusionary units. As a result, these jurisdictions may charge relatively high fee rates that would not be feasible for most projects in order to incentivize developers to provide inclusionary units rather than pay the fee. These cities may continue to experience residential development activity, with new development providing affordable units rather than paying an in-lieu fee, provided that the inclusionary requirements themselves are financially feasible.

Methodology for calculating fees: Jurisdictions in California generally determine the in-lieu by multiplying the fee by total net new habitable square feet in a project. Alternatively, some jurisdictions may elect to calculate the fee by only the net new habitable square feet of the affordable units that would have been included on site (the City of Campbell historically has followed this approach). The former method is recommended as it results in higher fees to support affordable housing production.

[6] San Jose has a lower fee rate of $14.54 per square foot for for-sale developments with 10-19 units that are built at 90 percent or more of the allowable density.
[7] San Jose and Sunnyvale have lower in-lieu fees for some specific project types.

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Table 16: Inclusionary Housing In-Lieu Fees in Nearby Jurisdictions

For-Sale Units	Fee Rate	Median Home Sale Price (a)	Project Size Threshold for Inclusionary Req's
Fee Based on Affordable Unit Square Footage			
Campbell (b)	$34.50 per SF	$1,750,000	10 or more units
Cupertino (c)		$3,015,000	N/A; requirements apply to all project sizes
Detached Single-Family	$21.36 per SF		
Small Lot Single-Family or Townhome	$23.49 per SF		
Multifamily Attached Townhome, Apartment, Condo	$28.48 per SF		
Fee Based on Total Project Square Footage			
Mountain View (e)		$1,830,500	N/A; requirements apply to all project sizes
Single-Family Detached and Condominiums	$63 per SF		
Rowhomes and Townhomes	$144 per SF		
San Jose (e)		$1,350,000	10 or more units
Developments with 20+ units	$29.07 per SF		
Developments with 10-19 units at <90% allowable density	$29.07 per SF		
Developments with 10-19 units at >90% allowable density	$14.54 per SF		
Fee Based on Construction Cost or Sale Price			
Santa Clara (g)	Difference b/t the market value and the affordable sale price, multiplied by the fractional amount due	$1,505,000	N/A; requirements apply to all project sizes
Los Gatos (d)	6% of building permit valuation	$2,382,875	5 or more units
Sunnyvale (h)	7% of contract sales price of all units in project	$1,703,000	7 or more units

Rental Units	Fee Rate	Avg. Rent Rent per SF (i)	Project Size Threshold for Inclusionary Req's
Fee Based on Affordable Unit Square Footage			
Campbell (b)	$21.50 per SF	$3.18	10 or more units
Cupertino (c)		$3.74	N/A; requirements apply to all project sizes
Up to 35 du/acre	$28.48 per SF		
Over 35 du/acre	$35.60 per SF		
Fee Based on Total Project Square Footage			
Mountain View (e)	$111 per SF	$3.92	N/A; req's apply at all sizes
San Jose (f)		$3.01	10 or more units
Strong Market Areas			
Developments with 20+ units	$49.99 per SF		
Developments with 10-19 units at <90% allowable density	$49.99 per SF		
Developments with 10-19 units at >90% allowable density	$25.00 per SF		
Moderate Market Areas			
Developments with 20+ units	$21.74 per SF		
Developments with 10-19 units at <90% allowable density	$21.74 per SF		
Developments with 10-19 units at >90% allowable density	$10.87 per SF		
Qualifiying High Rises in Downtown Planned Growth Area	$0		
Santa Clara (g)	$28.79 per SF	$3.40	N/A; req's apply at all sizes
Sunnyvale (h)		$3.47	3 or more units
Projects with 3-6 units	$15.00 per SF		
Projects with 7+ units	$30.00 per SF		
Fee Based on Construction Cost			
Los Gatos (d)	6% of building permit valuation	$3.17	5 or more units

Notes:
(a) Median home sale prices shown are the median home sale price in October 2023, according to data from Redfin.

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(b) In-lieu fees can be paid for projects with a density of six dwelling units per acre or less.
(c) In-lieu fees can only be used to satisfy the inclusionary requirement for projects with fewer than 7 units or for fractional units in projects with more than 7 units if the fractional unit is less than 0.5. If the fractional unit is equal to 0.5 - 0.99 of a unit, the BMR unit requirement is rounded up and the project must provide one additional BMR unit. Projects with less than 7 units may provide one unit or pay the fee. All other alternatives to providing on-site inclusionary units are subject to City Council approval.
(d) Inclusionary program applies to projects that include five or more residential units; Fee option is available only in limited cases and at the Town's discretion.
(e) Fees are charged per net new habitable SF. In-lieu fees can be paid for fractional units in projects with less than 7 units. In projects with 7+ units, in-lieu fees can be paid for a fractional unit that is equal to less than 0.5 of a unit. An in-lieu fee payment to satisfy the entire inclusionary requirement requires City County approval. Applicant must demonstrate that in-lieu fee payment will further the City's housing goals to a greater extent than providing units on site. Fees must be greater than the value of providing the units on site and higher than the in-lieu fees for fractional units that are cited above.
(f) All projects may choose to pay the in-lieu fee rather than construct units. Additionally, projects can choose a mixed compliance option to provide a portion of units on-site and pay an adjusted in-lieu fee. The adjusted in-lieu fee rate varies depending on the number and affordability of the units provided. In-lieu fees provided above are for a development providing no inclusionary units on-site. Fee exemption for qualifying high-rises is set to expire.
(g) Fees apply only to projects with fewer than 10 units or to satisfy the requirement for a fractional unit in projects with 10 units or more. All residential developments with 10 or more units are required to construct affordable units onsite. Projects with fewer than ten units may either provide one affordable unit or pay an in-lieu fee. Construction of one single-family home or duplex on a lot of record is exempt.
(h) Inclusionary requirements apply to for-sale projects with 7 or more units or rental projects with 3 or more units. City Council approval required for in-lieu fee option for projects with 7+ units.
(i) Average multifamily rent shown reflects the average monthly asking rent per square foot among multifamily properties in each jurisdiction as of the third quarter of 2023, according to data from Costar.

Sources: City of Campbell; City of Cupertino; City of Los Gatos; City of Mountain View; City of San Jose; City of Santa Clara; City of Sunnyvale; BAE; 2023.

Total Impact Fees on Residential Uses in Nearby Jurisdictions

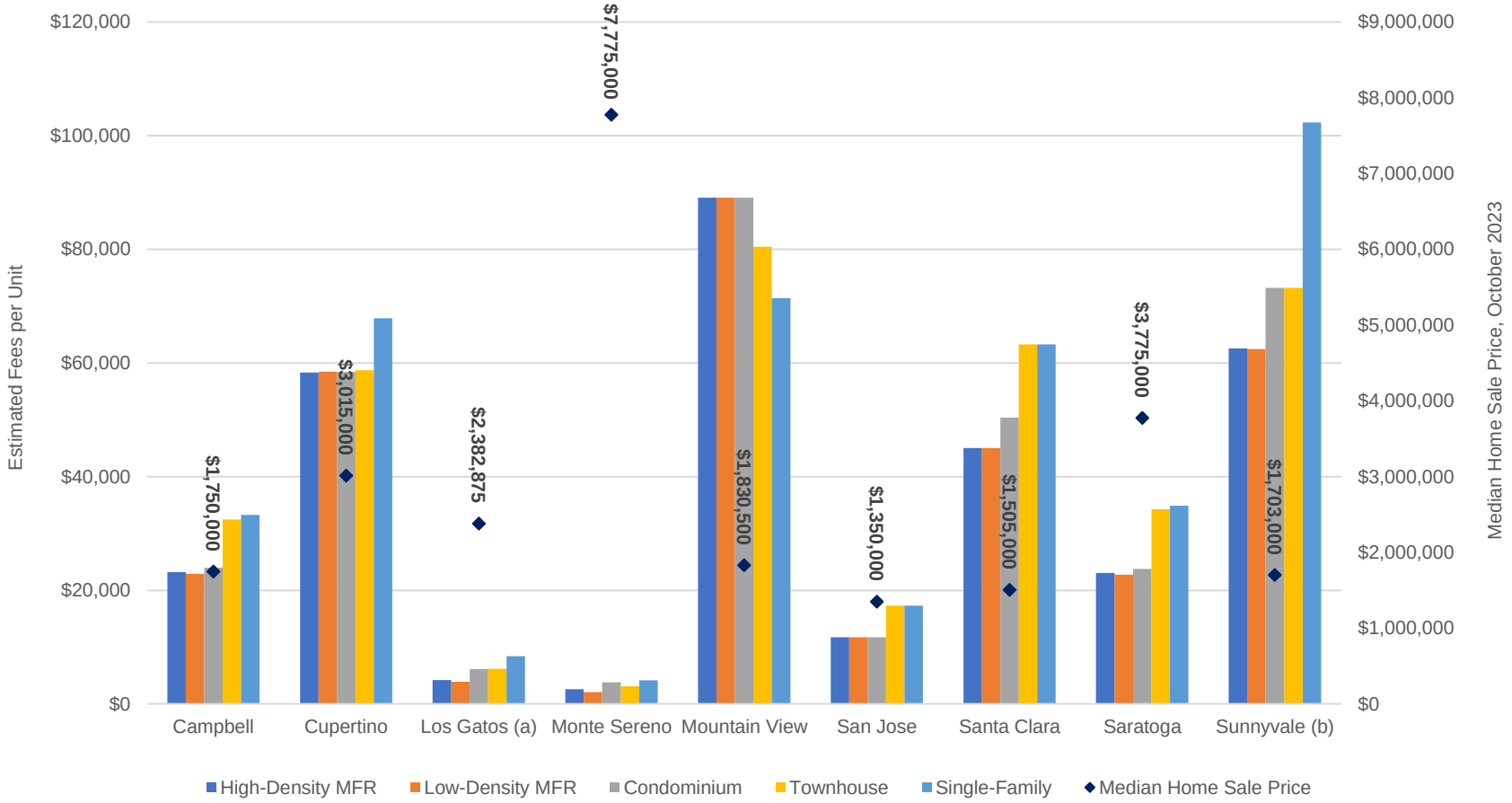
Figure 2 provides estimates of the total impact fees that would apply to each of the five residential prototypes that are evaluated in this report in Cambell as well as in neighboring jurisdictions. This analysis provides insight on how Campbell compares to neighboring jurisdictions in terms of the total impact fees that apply to new residential development.

As shown, Campbell's impact fees are toward the middle of the range for each prototype. Los Gatos, Monte Sereno, and San Jose would generally assess lower impact fees than Campbell for each of the prototypes, while impact fees in Saratoga would be comparable to Campbell's impact fees. The other cities shown, including Cupertino, Mountain View, Santa Clara, and Sunnyvale, would all charge higher impact fees than Campbell for each of the residential prototypes. It should be noted that the fee estimates shown in Figure 2 do not include inclusionary housing in-lieu fees because most of the jurisdictions shown require that most projects provide inclusionary units rather than pay in-lieu fees. The information provided in Figure 2 indicates that Campbell is generally in line with neighboring jurisdictions in terms of the impact fees that apply to new residential development projects, with significantly lower residential impact fees than many nearby jurisdictions.

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Figure 2: Residential Impact Fees in Campbell and Comparison Jurisdictions



Notes:
Fee calculations include park fees for Campbell, Cupertino, Mountain View, San Jose, Santa Clara, Saratoga, and Sunnyvale. These fees would be reduced to the extent that projects provide park space in accordance with each jurisdiction's requirements. Fee calculations do not include inclusionary housing in-lieu fees because most of the jurisdictions shown require that most projects provide inclusionary units rather than pay in-lieu fees.
(a) Fees do not include Traffic Impact Mitigation Fee, which are calculated based on new average daily trips generated
(b) Fee estimates do not include any Specific Plan Area fees. Some Specific Plan Areas have fees that would result in higher total fees than shown.

Source: BAE, 2023.

Summary of Findings from Inclusionary In-Lieu Fee Analysis

The analysis presented above evaluates potential inclusionary housing in-lieu fees in Campbell based on: 1) the cost to construct an inclusionary unit; and 2) the "point of indifference" in-lieu fee rate. Table 17 summarizes the findings from the construction cost approach and the point of indifference approach.

Table 17: Summary of Findings from In-Lieu Fee Analysis

	Prototype 1 Low-Density MFR Rental	Prototype 2 High-Density MFR Rental	Prototype 3 For-Sale Condo	Prototype 4 For-Sale Townhome	Prototype 5 For-Sale Single-Family Subdivision
Construction Cost Approach (per SF)	$106.94	$115.05	$96.06	$69.57	$82.52
Point of Indifference Approach (per SF)	$55.50	$63.50	$61.50	$92.00	$90.50

Source: BAE, 2024.

If City decision-makers generally prefer that developers provide inclusionary units rather than pay an in-lieu fee, the City should either place limits on the circumstances under which developers may satisfy inclusionary requirements through the payment of an in-lieu fee or adopt fee rates that are higher than the fee rates established through the point of indifference approach. Restrictions on the circumstances under which developers can pay the in-lieu fees could include allowing a fee payment for small projects or for requirements resulting in fractional units, but not allowing a fee payment to meet the entire inclusionary requirement for larger projects. Campbell could also require discretionary approvals for the use of an in-lieu fee in most circumstances.

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5. POLICY OPTIONS

This chapter presents policy options based on the analysis presented in the preceding chapters of this report. These policy options and recommendations include the potential adoption of a commercial linkage fee and adjustments to the inclusionary housing in-lieu fee.

Commercial Linkage Fee Policy Options

The analysis presented in this report supports the following options related to the potential adoption of commercial linkage fees in Campbell in furtherance of Housing Element Program H-1b:

> **Program H-1b: Commercial Linkage Fee**: Establish an affordable housing impact fee that will apply to nonresidential development to provide an additional local source of revenue to support production of affordable housing.

Commercial Linkage Fee Policy Option 1: Do not adopt commercial linkage fees.

City decision-makers may wish to refrain from adopting any commercial linkage fees at this time. This option is based on the non-residential financial feasibility analysis that was presented in this report, which found that office, retail, hotel, and industrial development faces financial feasibility challenges in the current market.

Commercial Linkage Fee Policy Option 2: Charge a fixed amount for all non-residential uses.

To simplify fee collection and make the City's fee schedule easy to understand, Campbell could adopt a single commercial linkage fee rate that would apply to all non-residential uses. If the City pursues this approach, BAE recommends a fee that would be consistent with a fee rate that represents a low percentage of total development costs for all uses to which the commercial linkage fee would apply. For example, if the City adopts commercial linkage fees for office, retail, hotel, and light industrial uses, the recommended fee rate would be $9 per square foot or less, which is equal to two percent of estimated total development costs (not including land or developer profit) for retail and light industrial uses.

Commercial Linkage Fee Policy Option 3: Adopt a Tiered Commercial Linkage Fees Based on Building Type.

Policy option 3 involves adopting commercial linkage fees with lower fees for specific uses based on various policy goals. If the City pursues this option, fees for some uses could be set at up to two percent of total development costs according to Policy Option 2, while fees for other uses would be set at lower rates, per the following maximum fee rates:

- Office: up to $15 per square foot
- Retail/Restaurant: up to $9 per square foot
- Hotel: up to $12 per square foot
- Light Industrial: up to $9 per square foot

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Implementation Consideration: Timing of Fee Payment

- **Allow fees to be paid after building permit issuance.** Some of the developers that participated in the stakeholder focus groups highlighted the financial burden associated with paying commercial linkage fees at building permit issuance due to the high cost of financing for up-front development costs. While many jurisdictions require payment of all impact fees at building permit issuance, some allow fees to be paid at later stages in the development process, such prior to issuance of a certificate of occupancy.

Implementation Consideration: Exemptions and Discounts

- **Discount or exempt certain land uses and project sizes.** Some jurisdictions with commercial linkage fees choose not to charge fees or to charge low fees on specific non-residential uses and project sizes. For example, some jurisdictions take this approach with hotel and/or retail uses, often because these uses generate other revenues for the City (i.e., transient occupancy tax or sales and use tax), and as a result jurisdictions choose to incentivize these uses. It should be noted that transient occupancy tax and sales and use tax revenues accrue to a jurisdiction's General Fund and therefore are not reserved for affordable housing.
- **Provide an exemption for the non-residential component of vertical mixed-use projects.** Some jurisdictions provide commercial linkage fee exemptions for the commercial component of mixed-use projects, such as ground floor retail space in a residential building. For example, the City of Santa Clara provides an exemption for "Commercial square footage within a mixed-use development where the commercial space is integrated into a single building that also includes residential development at a density of thirty (30) dwelling units per acre or greater and where the commercial square footage does not exceed twenty thousand (20,000) square feet." Jurisdictions may adopt these types of exemptions to incentivize the provision of ground-floor retail space in residential projects. In some cases, these exemptions are adopted because local codes require ground-floor commercial space in some areas, and an exemption may reflect that the jurisdiction is electing not to charge a fee on space that developers are required to build, and which is often not profitable.

Implementation Consideration: Phasing

For projects that do not meet the exemption criteria, options for phasing in a fee include:

- No phase-in process. This option would consist of applying the full adopted fee rate to all non-exempt projects following adoption.
- Phase in based on time. For example, Campbell could charge no fee for one-year after adoption.

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Note: Housing development projects submitting preliminary applications under SB 330 (Housing Crisis Act of 2019) will generally not be subject to any in-lieu fee, even for the commercial component of a mixed-use project, provided that they submit their application prior to the effective date of the new fees.

Implementation Consideration: Fee Calculation Methodology

Jurisdictions will typically adopt fee calculation methodologies that factor in existing commercial space in cases where a new development is replacing an existing use. For example, in the hypothetical case of a 300,000 square foot commercial development replacing an existing 100,000 square foot development, the fee would be based on the net square footage of 200,000 square feet. The following potential implementing language and formula reflects accepted practices in comparable California jurisdictions:

*The housing impact fee for nonresidential development projects shall be charged on a per-square-foot basis for all net new gross floor area, including all additions where floor area is increased, with a specific per-square-foot amount set for each nonresidential land use category and amount of floor area. The amount of the fee shall be computed as follows: Fee = (sq. ft. of new land use * relevant commercial linkage fee fee) - (sq. ft. of existing land use * relevant commercial linkage fee).*

Inclusionary Housing In-Lieu Fee Policy Options

The analysis presented in this report supports various policy options related to inclusionary housing in-lieu fees in Campbell in furtherance of Housing Element Program H-1a:

> **Program H-1a: Inclusionary Housing Ordinance Implementation**: Amend the Inclusionary Housing Ordinance to offer developers a menu of options for achieving affordability, adjusting the percentage of units required to be affordable depending on the degree of affordability achieved (i.e., moderate-, low-, very low-, and extremely low-income).

This section also provides implementation considerations for the phasing and method of calculation fees that should be considered after selecting a preferred initial option.

Inclusionary Housing Policy Option 1: Retain Existing Fees

This policy option would entail no change in the base fees charged in-lieu of providing on-site units (i.e., 10-units; For-Sale: $34.50; For-Rent: $21.50). This approach would also maintain the City's existing method of calculating fees, and result in significantly less revenue than all other jurisdictions included in the benchmarking analysis.

Inclusionary Housing In-Lieu Fee Policy Option 2: Increase in-lieu fees up to the point of indifference fee rate of $60 with a threshold of five (5) units.

Table 15 shows the in-lieu fee rates that represent the "point of indifference" for each prototype, or the point at which the cost of the fee would be approximately equivalent to the

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cost of providing inclusionary units in a project. These fees are approximately $60 per net square foot for rental developments and range from approximately $60 per net square foot to $90 per net square foot for for-sale developments, depending on the development type. In this policy option, the City would adopt a single in-lieu fee of $60 for all unit types to be applied as follows:

- Threshold: would apply inclusionary ordinance requirements (i.e., 15% affordability) to all projects of five (5) or more units
- Provide option to pay fees for any fractional requirement not resulting in a whole unit
    - Exception: Projects between 5-6 units may pay in-lieu fee instead of providing units

Note: This option deviates from the possible amendments contemplated by Policy H-1a, as it would require projects of seven (7) or more units to provide an affordable housing unit, when the fractional requirement exceeds 0.5 of a unit. As a result, this policy option would result in the production of more affordable housing units, fewer fees, than initially contemplated by Policy H-1a of the Housing Element.

Inclusionary Housing In-Lieu Fee Policy Option 3: Same as Policy Option 2 but with a threshold of seven (7) units

Table 15 shows the in-lieu fee rates that represent the "point of indifference" for each prototype, or the point at which the cost of the fee would be approximately equivalent to the cost of providing inclusionary units in a project. These fees are approximately $60 per net square foot for rental developments and range from approximately $60 per net square foot to $90 per net square foot for for-sale developments, depending on the development type. In this policy option, the City would adopt a single in-lieu fee of $60 for all unit types to be applied as follows:

- Threshold: Would apply to all project of seven (7) or more units
- Provide option to pay fees for any fractional requirement not resulting in a whole unit

Note: This option also deviates from the possible amendments contemplated by Policy H-1a, as it would exempt projects under 7 units from paying fees or providing units. As a result, this policy option would result in the generation of less fees than initially contemplated by Policy H-1a of the Housing Element.

Implementation Considerations: Phasing

The options for phasing in the in-lieu fee rate are similar to those described under the commercial linkage fees. As deemed appropriate, the in-lieu fees could be phased in over time as follows:

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- **No phase-in process**. This option would consist of applying the full adopted fee rate to all non-exempt projects following adoption.

- **Phase in based on time (staff preferred)**. For example, Campbell could charge no fee for one year after adoption.

Implementation Considerations: Fractional Units

Under options 2 and 3, the City would provide the option for developers to pay a fee to address requirements for fractional units. Campbell's current inclusionary housing ordinance requires that developers round up to the nearest whole unit when there is a requirement for a fractional inclusionary unit of 0.5 or greater and allow the developer to round down to the nearest whole unit when there is a requirement for a fractional inclusionary unit less than 0.5. The City could allow payment of an in-lieu fee to satisfy the requirement for any fractional unit (i.e., up to .99 of a unit requirement) or just for fractional unit requirements when less than 0.5. The application of the in-lieu fee to fractional unit requirements could be implemented regardless of whether the City reduces the project size threshold for inclusionary requirements as described under Inclusionary Housing In-Lieu Fee Policy Options 2 or 3.

This study support two options for addressing "fractional" units, as follows:

- Option 1: Retain the existing 15 percent inclusionary requirement as adopted, in which fractions less than .5 round down, fractions .5 and over round up to a full unit.
- Option 2: Modify the 15 percent inclusionary requirement such the following options apply when there is a fractional obligation:
    - Provide a unit to satisfy any fractional obligation (i.e., 0.1); or
    - Pay a fee to satisfy any fractional obligation when one of the following conditions apply:
        - Any fractional obligation for projects with 5 or 6 units
        - The fractional obligation is less than .5 for projects 7 units and over

The benefits of applying the in-lieu fee to fractional units include generating some fee revenue from fractional units, though the magnitude of the revenue is likely to be small. In addition, charging an in-lieu fee for fractional units would reduce the magnitude of the difference in requirements for less than 0.5 units and requirements for 0.5 units or more. Reducing this gap in requirements may reduce the extent to which developers seek to keep projects smaller to avoid a requirement for an entire new inclusionary unit.

The specific formula for determining the in-lieu fee for fractional units would be as follows:

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Total Fee = ($60 per square foot) * (Fractional unit/Total inclusionary units required) * (Habitable Square Feet[8])

Implementation Considerations: Affordability Term

The City currently has a 55-year affordability term for rental units and a 45-year term for for-sale units. To have a more standardized approach, the City should consider establishing a 55-year affordability term for both rental and for-sale units (and also for the renewal of units), in-line with best practices from other jurisdictions.

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[8] Habitable Square Feet would only count the floor area of primary dwelling units, and not include accessory dwelling units, or junior accessory dwelling units.

APPENDIX A: AB 602 ANALYSIS

Assembly Bill 602 (AB 602, 2021) enacted new requirements for impact fees and impact fee nexus studies. This appendix provides an analysis of commercial linkage fees in relation to AB 602 requirements. Relevant provisions of AB 602 include:

1. **Level of Service.** AB 602 requires that impact fee nexus studies "identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate." (See Government Code Section 66016.5(a)(2).)
2. **Prior Nexus Study Assumptions and Fees Collected.** Pursuant to AB 602, Government Code Section 66016.5(a)(4) provides that "if a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee."
3. **Capital Improvement Plan.** Under AB 602, Government Code Section 66016.5(6) states that "large jurisdictions shall adopt a capital improvement plan as a part of the nexus study." For the purposes of this provision, Campbell is classified as a large jurisdiction.[9]

Commercial Linkage Fee AB 602 Analysis

This section provides discussion and analysis related to the commercial linkage fee analysis to comply with the provisions of AB 602 as described above. The subsections below are numbered to correspond to the four provisions described above.

1. Level of Service

A commercial linkage would generate the funding necessary to finance the construction of new publicly-assisted affordable housing units to serve new workers in Campbell as the City's employment base grows. Therefore, in the context of the commercial linkage fee, the level of service can be defined in terms of the number of publicly-assisted affordable housing units in Campbell per worker employed in Campbell.

Existing Level of Service. According to the City of Campbell's 2023-2031 Housing Element, there are 617 publicly-assisted affordable housing units in Campbell. This total consists of units that received public funding in exchange for providing affordable housing with a deed restriction of maintain units as affordable for a set time period. In addition to these units, the Housing Element identifies three deed-restricted affordable housing units that were created

[9] AB 602 uses the definition of a "large jurisdiction" that is contained in Section 53559.1 of the California Health and Safety Code. This section defines a large jurisdiction as a county with a population of 250,000 or more as of January 1, 2019 or any city within that county.

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through the City's inclusionary housing program. These units did not receive public funding and therefore are not factored into this analysis. According to US Census American Community Survey (ACS) data collected between 2018 and 2022, there are an estimated 24,377 people that work in Campbell. Based on these figures, there are currently approximately 0.025 publicly-assisted affordable housing units per worker in Campbell, as shown in Table A-1 below.

Proposed New Level of Service. Table A-1 shows an analysis of the level of service that would be supported by commercial linkage fees, assuming fee rates equal to two percent of total development costs as shown in Table 10 (fees shown in Table A-1 are rounded to the nearest dollar). As shown, commercial linkage fee rates at that level would support the construction of an estimated 0.020 units of publicly-assisted affordable housing per new worker in office space, 0.019 units of publicly-assisted affordable housing per new worker in retail space, 0.060 units of publicly-assisted affordable housing per new worker in hotel space, and 0.042 units of publicly-assisted affordable housing per new worker in industrial space.

Table A-1: Level of Service Analysis, Commercial Linkage Fee

Existing Level of Service				
Workers in Campbell (a)	24,377			
Publicly-Supported Affordable Housing Units	617			
Publicly-Supported Affordable Housing Units per Worker	0.025			
Proposed New Level of Service	**Office**	**Retail/ Restaurant**	**Hotel**	**Industrial**
Fee Necessary to Address Full Housing Need	$46.85	$128.46	$49.13	$33.72
Possible Fee Rate	$15.00	$9.00	$9.00	$12.00
% of Full Need Mitigated by Possible Fee Rate	32%	7%	18%	36%
Estimated Number of Workers per 1,000 SF (b)	3.33	2.00	0.67	1.33
Affordable Housing Need per 1,000 SF (c)	0.21	0.54	0.22	0.16
Affordable Housing Need per 1,000 SF Mitigated by Possible Fee Rate (d)	0.07	0.04	0.04	0.06
Affordable Housing Units Funded per Worker (e)	0.020	0.019	0.060	0.042

Notes:
(a) Based on ACS data collected between 2018 and 2022.
(b) See Table 4.
(c) See Table 6.
(d) Equal to the affordable housing need per 1,000 SF multiplied by the percentage of the full need mitigated by the fee rate shown.
(e) Equal to the affordable housing need per 1,000 SF mitigated by the fee rate shown divided by the estimated number of workers per 1,000 SF.

Sources: US Census American Community Survey, 2018-2022; City of Campbell Housing Element Update, 2023; BAE, 2023.

Appropriateness of New Level of Service. Table A-1 above indicates that commercial linkage fees for some uses could support a higher level of service than currently exists in Campbell, depending on whether the Campbell City Council adopts commercial linkage fees and, if so, what the adopted fee rates are. While the current level of service is 0.025 publicly-assisted affordable housing unit per worker, the hotel and industrial fees shown in Table A-1 would

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support larger numbers of publicly-assisted affordable housing units per worker. A higher level of service would be appropriate in part because the current level of service is insufficient to provide enough affordable housing for Campbell's workforce. There is a persistent shortage of available affordable housing units throughout the region, and affordable housing developments consistently have long waiting lists for any available units.

The existing shortage of affordable units is also apparent in the number of households that are overpaying for housing in Campbell.[10] As discussed in Campbells 2023-2031 Housing Element, approximately 85 percent of extremely low-income households, 71 percent of very low-income households, and 59 percent of low-income households are overpaying for housing. These data indicate a significant gap in the number of lower-income households living in Campbell and the availability of affordable housing.

Commercial linkage fees will not address these existing deficiencies in the affordable housing inventory. However, supporting a higher level of service through commercial linkage fees could help to prevent new non-residential development in Campbell from continuing to replicate the same gaps in affordable housing delivery that exist under the current level of service. Even at a higher level of service, the City is unlikely to charge commercial linkage fees that would fully mitigate the need for affordable housing that new non-residential development is anticipated to create. As a result, some gaps in affordable housing delivery would remain unless mitigated through other means.

Furthermore, the higher level of service is appropriate based on the City of Campbell's Regional Housing Needs Allocation (RHNA). The RHNA is the number of housing units that the City is required to plan to accommodate during each eight-year Housing Element cycle. Prior to the start of each Housing Element cycle, the State determines the total RHNA for each region in California. Each region then goes through a process to distribute the RHNA among each of the cities and counties in the region. Under California law, each city and county in California is required to prepare a Housing Element every eight years and must demonstrate through the Housing Element that the jurisdiction has the ability to accommodate its RHNA during the eight-year Housing Element period. The RHNA for each city and county includes an allocation of units that will be affordable to low-income and moderate-income households, and the Housing Element must demonstrate that the jurisdiction has the ability to accommodate units at each affordability level.

For the 6th Housing Element Update Cycle (2023-2031), the City of Campbell has a RHNA obligation totaling 2,191 units, including 1,186 units for lower-income households. This a significant increase from the 5th Housing Element Update Cycle (2015-2023), when the City's RHNA obligation totaled 933 units, including 391 units for lower-income households.

[10] A household is typically considered to be overpaying for housing if it spends more than 30 percent of its gross income on housing-related expenses, such as rent, utilities, or mortgage payments.

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Campbell's 2023-2031 Housing Element reports that the City permitted 15 housing units that are affordable to lower-income households during the 5th Housing Element cycle. This suggests that Campbell will need to issue building permits for significantly more affordable housing units during the 6th Housing Element Cycle to address the City's RHNA. While a commercial linkage fee would not be intended to fully address the City's RHNA and would not be sufficient to do so, these figures demonstrate a need for the City of Campbell to enhance the level of service provided by the City's affordable housing inventory relative to existing conditions.

2. Prior Nexus Study Assumptions and Fees Collected

The City of Campbell does not have an existing commercial linkage fee, and therefore this nexus study does not relate to the increase of an existing fee. As a result, the provisions of AB 602 that relate to reviewing the assumptions of a prior nexus study and evaluating the amount of fees collected under the original fee do not apply to the commercial linkage fee analysis.

3. Capital Improvement Plan

Under AB 602, Government Code Section 66016.5(6) states that "large jurisdictions shall adopt a capital improvement plan as a part of the nexus study." For the purposes of this provision, Campbell is classified as a large jurisdiction. Government Code Section 66002 further states that "any local agency which levies a fee subject to [the California Mitigation Fee Act] may adopt a capital improvement plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees."

A jurisdiction's capital improvement plan identifies infrastructure improvements and public facilities projects that the jurisdiction intends to implement, though some portions of the capital improvement plan may be unfunded and would be implemented only if funding becomes available in the future. Affordable housing developments are not typically included in a jurisdiction's capital improvement plan, in part because local jurisdictions do not typically have a direct role in constructing affordable housing. Instead, local jurisdictions with access to affordable housing funds typically provide these funds to affordable housing developers or operators. These affordable housing developers or operators then use the funds to construct new affordable housing units, acquire existing housing units for the purpose of creating or maintaining affordable housing, or rehabilitate existing affordable units.

Although affordable housing developments are not included in a formal capital improvement plan, the City of Campbell's 2023-2031 Housing Element Update provides a plan to accommodate the City's RHNA. This plan includes an identification of sites where all 1,186 lower-income units in the City's RHNA could be built over the eight-year Housing Element period. These units would be located within Campbell City limits, and will likely generally correspond to the approved, under construction, and pipeline projects identified in the Housing Element, as well as projects that could be constructed on the opportunity sites that

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the Housing Element identifies. Projects with affordable units will vary in size based on the specific opportunities for affordable housing development that could occur during the planning period and may range from 10 units to over 100 units.

Information provided in recent applications for tax credit financing for new affordable housing developments in Santa Clara County indicates that the cost to build a publicly-assisted affordable housing unit currently averages an estimated $720,000 per unit. Funds from commercial linkage fees would help to finance a portion of the cost to construct these units but are not anticipated to be sufficient to fund the construction of all of the lower-income units in the City's RHNA. The total cost that will be financed through the fees will depend on the amount of revenue generated by commercial linkage fees during the Housing Element cycle. In addition to commercial linkage fees, construction of these units will be financed by other public and private funding sources, including but not limited to low-income housing tax credits. A portion of the RHNA will also be met through other City housing programs, including the City's inclusionary ordinance.

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APPENDIX B: NON-RESIDENTIAL PRO FORMAS

This appendix provides the detailed pro formas for non-residential uses that were used for the commercial linkage fee analysis provided in this report. This appendix also includes a description of the key assumptions used in the non-residential pro formas.

Key Assumptions

Hard Costs: Hard costs are the costs associated with the physical construction of a building, including all construction materials and labor. The hard cost assumptions are primarily based on information provided by developers that were interviewed for this study. The study also relies on published sources and BAE's experience with recent projects in the Bay Area to cross-check the information provided by developers and to fill gaps in the information that developers were able to provide.

Soft Costs: This analysis assumes that soft costs are equal to 20 percent of hard costs. This soft cost estimate includes engineering, architecture, and CEQA costs, as well as City cost-recovery fees for planning, permitting, and entitlements, but does not include financing costs or impact fees. Financing costs and impact fees were calculated separately and included in total development costs as separate line items.

Financing Costs: This analysis assumes a 6.5 percent interest rate on construction loans and loan fees equal to 1.0 percent of the loan amount. These assumptions are consistent with information provided by developers interviewed for this study as well as BAE's experience with recent projects in the region.

Impact Fees: BAE calculated impact fees for each prototype based on the City's impact fee schedule, which includes storm drain impact fees and roadway maintenance impact fees.

Commercial Rental Rates: For the office, retail, and industrial prototypes, this analysis uses rental rates that are based on information provided by developers during the developer interviews and cross-checked against data from Costar.

Hotel Operating Revenues and Expenses. This analysis uses data from Costar to estimate hotel room rates and occupancy rates. The hotel market continues to be impacted by the COVID-19 pandemic, with lower room rates and occupancy rates than in 2019, but has demonstrated a significant recovery from the most severe impacts of the pandemic. This analysis uses the 2019 average occupancy and room rates for hotel properties in Campbell on the basis that developers would likely need to anticipate a return to pre-pandemic conditions in order to pursue future hotel development.

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Capitalization Rate and Yield on Cost: The capitalization rate (or cap rate) is defined as the net operating income that a property generates divided by the estimated sale price of a stabilized building. To support new development, investors require a spread between the capitalization rate and the project's Yield on Cost, calculated as the project's net operating income divided by the total development costs. To inform the current cap rates and required yield on cost metrics to support new development, This analysis uses information from developer interviews, Costar, and the CBRE United States Cap Rate Survey for the first half of 2023 to estimate cap rates for each of the prototypes.

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Table B-1: Financial Pro Forma – Office Prototype

Development Program Assumptions	
Site	
Site area (acres)	3.0
Site area (sq. ft.)	130,680
Structure	
Building Size - Gross SF	115,000
Common Area SF	5,750
Net Rentable SF	109,250
Common Area as a % of Gross	5%
Parking (spaces)	**511**
Surface	179
Structured	332
Underground	0

Development Cost & Income Assumptions	
Hard Costs	
Site Work, per site SF	$20
Construction hard costs, per SF	$300
Tenant improvements, per rentable SF	$100
Parking - surface, per space	$6,500
Parking - structured, per space	$50,000
Parking - underground, per space	$90,000
Soft Costs	
Soft Costs as a % of Hard Costs	20%
Developer Fee as % of Hard Costs	4%
Impact Fees & Extractions	
Impact Fees (per SF)	$2.27
Operating Revenues & Expenses	
Rental Rate (per SF per month, NNN)	$4.75
Vacancy rate	10%
Construction Financing	
Loan to cost ratio	60%
Interest rate	6.5%
Loan fees (points)	1%
Loan period (months)	18
Draw down factor	65%
Capitalization Rate	**7.00%**
Developer Profit Spread	1.00%
Required Yield on Cost	**8.00%**

Development Cost Analysis	
Hard Costs	
Site work	$2,613,600
Hard construction costs	$34,500,000
TI allowance costs	$10,925,000
Parking - surface	$1,163,500
Parking - structured	$16,600,000
Parking - underground	$0
Total Hard Costs	**$65,802,100**
Hard Costs per Built Sq. Ft.	*$572*
Soft Costs	
Soft costs	$13,160,420
Impact fees	$260,630
Commercial Linkage Fee	$0
Developer Fee	$2,632,084
Total Soft Costs	**$16,053,134**
Construction Financing Costs	
Construction Period Interest	$3,112,545
Loan Fees	$491,131
Total Financing Costs	**$3,603,677**
Total Development Costs excl. Land Value	**$85,458,911**
Cost per built sq. ft.	$743

Feasibility Analysis	
Projected Income	
Gross Annual Revenue	$6,227,250
Less Vacancy	($622,725)
Net Operating Income (NOI)	**$5,604,525**
Project Value to Investor	$70,056,563
Less Development Costs	($85,458,911)
Residual Land Value	**($15,402,348)**
Residual Land Value/Acre	**($5,134,116)**

Sources: BAE, 2023.

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Table B-2: Financial Pro Forma – Retail Prototype

Development Program Assumptions	
Site	
Site area (acres)	0.5
Site area (sq. ft.)	21,780
Structure	
Building Size - Gross SF	10,000
Parking (spaces)	**41**
Surface	41
Structured	0
Underground	0

Development Cost & Income Assumptions	
Hard Costs	
Site Work, per site SF	$20
Construction hard costs, per SF	$230
Tenant improvements, per rentable SF	$65
Parking - surface, per space	$6,500
Parking - structured, per space	$50,000
Parking - underground, per space	$90,000
Soft Costs	
Soft Costs as a % of Hard Costs	20%
Developer Fee as % of Hard Costs	4%
Developer Profit as % of Total Project Costs	0%
Impact Fees & Extractions	
Misc. Impact Fees, not including CLF (per SF)	$1.53
Operating Revenues & Expenses	
Rental Rate (per SF per month, NNN)	$3.75
Vacancy rate	10%
Construction Financing	
Loan to cost ratio	60%
Interest rate	7%
Loan fees (points)	1%
Loan period (months)	18
Draw down factor	65%
Capitalization Rate	**6.50%**
Developer Profit Spread	1.50%
Required Yield on Cost	**8.00%**

Development Cost Analysis	
Hard Costs	
Site work	$435,600
Hard construction costs	$2,300,000
TI allowance costs	$650,000
Parking - surface	$266,500
Parking - structured	$0
Parking - underground	$0
Total Hard Costs	**$3,652,100**
Hard Costs per Built Sq. Ft.	*$365*
Soft Costs	
Soft costs	$730,420
Impact fees	$15,349
Commercial Linkage Fee	$0
Developer Fee	$146,084
Total Soft Costs	**$891,853**
Construction Financing Costs	
Construction Period Interest	$172,784
Loan Fees	$27,264
Total Financing Costs	**$200,048**
Total Development Costs excl. Land Value	**$4,744,001**
Cost per built sq. ft.	$474

Feasibility Analysis	
Projected Income	
Gross Annual Revenue	$450,000
Less Vacancy	($45,000)
Net Operating Income (NOI)	**$405,000**
Project Value to Investor	$5,062,500
Less Development Costs	($4,744,001)
Residual Land Value	**$318,499**
Residual Land Value/Acre	**$636,999**

Sources: BAE, 2023.

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Table B-4: Financial Pro Forma – Industrial Prototype

Development Program Assumptions	
Site	
Site area (acres)	1.0
Site area (sq. ft.)	43,560
Structure	
Building Size - Gross SF	15,000
Parking (spaces)	**43**
Surface	43
Structured	0
Underground	0

Development Cost & Income Assumptions	
Hard Costs	
Site Work, per site SF	$20
Construction hard costs, per SF	$280
Tenant improvements, per rentable SF	$0
Parking - surface, per space	$6,500
Parking - structured, per space	$50,000
Parking - underground, per space	$90,000
Soft Costs	
Soft Costs as a % of Hard Costs	20%
Developer Fee as % of Hard Costs	4%
Impact Fees & Extractions	
Misc. Impact Fees, not including CLF (per SF)	$1.55
Operating Revenues & Expenses	
Rental Rate (per SF per month, NNN)	$2.75
Vacancy rate	5%
Construction Financing	
Loan to cost ratio	60%
Interest rate	7%
Loan fees (points)	1%
Loan period (months)	18
Draw dow n factor	65%
Capitalization Rate	**5.00%**
Developer Profit Spread	1.50%
Required Yield on Cost	**6.50%**

Development Cost Analysis	
Hard Costs	
Site w ork	$871,200
Hard construction costs	$4,200,000
Parking - surface	$279,500
Parking - structured	$0
Parking - underground	$0
Total Hard Costs	**$5,350,700**
Hard Costs per Built Sq. Ft.	*$357*
Soft Costs	
Soft costs	$1,070,140
Impact fees	$23,197
Commercial Linkage Fee	$0
Developer Fee	$214,028
Total Soft Costs	**$1,307,365**
Construction Financing Costs	
Construction Period Interest	$253,173
Loan Fees	$39,948
Total Financing Costs	**$293,121**
Total Development Costs excl. Land Value	**$6,951,186**
Cost per built sq. ft.	$463

Feasibility Analysis	
Projected Income	
Gross Annual Revenue	$495,000
Less Vacancy	($24,750)
Net Operating Income (NOI)	**$470,250**
Project Value to Investor	$7,234,615
Less Development Costs	($6,951,186)
Residual Land Value	**$283,429**
Residual Land Value/Acre	**$283,429**

Sources: BAE, 2023.

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Table B-5: Financial Pro Forma – Hotel Prototype

Development Program Assumptions	
Site	
Site area (acres)	2.5
Site area (sq. ft.)	108,900
Structure	
Building Size - Gross SF	71,500
Number of Hotel Rooms	130
Parking (spaces)	**200**
Surface	200
Structured	0
Underground	0

Development Cost & Income Assumptions	
Hard Costs	
Site Work, per site SF	$20
Construction hard costs, per room	$200,000
FF&E, per room	$25,000
Parking - surface, per space	$6,500
Parking - structured, per space	$50,000
Parking - underground, per space	$90,000
Soft Costs	
Soft Costs as a % of Hard Costs	20%
Developer Fee as % of Hard Costs	4%
Developer Profit as % of Total Project Costs	0%
Impact Fees & Extractions	
Misc. Impact Fees, not including CLF (per SF)	$1.85
Operating Revenues & Expenses	
Room Revenue (per occupied room night)	$215
Other Revenue (per occupied room night)	$32
Expenses (as a % of operating revenue)	65%
Occupancy Rate	80%
Construction Financing	
Loan to cost ratio	60%
Interest rate	7%
Loan fees (points)	1%
Loan period (months)	18
Draw down factor	65%
Capitalization Rate	**8.00%**
Developer Profit Spread	1.00%
Required Yield on Cost	**9.00%**

Development Cost Analysis	
Hard Costs	
Site work	$2,178,000
Hard construction costs	$26,000,000
FF&E	$3,250,000
Parking - surface	$1,300,000
Parking - structured	$0
Parking - underground	$0
Total Hard Costs	**$32,728,000**
Hard Costs per Room	*$251,754*
Soft Costs	
Soft costs	$6,545,600
Impact fees	$132,301
Commercial Linkage Fee	$0
Developer Fee	$1,309,120
Total Soft Costs	**$7,987,021**
Construction Financing Costs	
Construction Period Interest	$1,548,189
Loan Fees	$244,290
Total Financing Costs	**$1,792,479**
Total Development Costs excl. Land Value	**$42,507,499**
Cost per room	$326,981
Cost per built sq. ft.	$595

Feasibility Analysis	
Projected Income	
Gross Revenue	$9,376,120
Less Expenses	($6,094,478)
Net Operating Income (NOI)	**$3,281,642**
Project Value to Investor	$36,462,689
Less Development Costs	($42,507,499)
Residual Land Value	**($6,044,810)**
Residual Land Value/Acre	**($2,417,924)**

Sources: BAE, 2023.

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APPENDIX C: RESIDENTIAL PRO FORMAS

This appendix provides the detailed pro formas for residential developments that were used for the inclusionary feasibility and inclusionary in-lieu analysis provided in this report. This appendix also includes a description of the key assumptions used in the residential pro formas.

Key Assumptions

BAE developed the various modeling inputs and assumptions needed for the financial feasibility analysis based on interviews with residential developers who are active in the local area, data from industry publications and databases, experience with recent development projects in the local area, and other research. Developers vary somewhat in the categorization of various project costs, and therefore may show different cost figures for individual cost items even for projects with similar overall development costs. Any variation in the specific cost items described below would not affect the findings of this analysis provided that the total development costs for the prototype projects are consistent with total development costs for similar projects.

Hard Costs: Hard costs are the costs associated with the physical construction of a building, including all construction materials and labor. This analysis uses a hard cost assumption of $375 per leasable square foot of residential space for the lower-density multifamily rental prototype, $425 per leasable square foot of residential space for the high-density multifamily rental prototype, $475 per leasable square foot of residential space for the condominium prototype, $275 per square foot of residential space for the townhome prototype, and $250 per square foot of residential space for the single-family prototype.

Parking Costs: BAE included parking as a separate cost item in order to estimate the specific cost of building parking in these projects. Based on stakeholder interviews, BAE estimates the cost of a podium parking space at $55,000 per space. For prototypes including surface parking, BAE assumes a cost of $5,000 per surface parking space.

Soft Costs: This analysis assumes that soft costs are equal to between 12.5 and 17 percent of hard costs. This soft cost estimate includes engineering, architecture, financing, and CEQA costs, as well as City cost-recovery fees for planning, permitting, and entitlements, but does not include impact fees. Impact fees are included as a separate line item, discussed below.

Impact Fees: BAE calculated impact fees for each prototype based on the City's impact fee schedule, including park in-lieu fees, storm drain area fees, and roadway maintenance fees.

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Market-Rate Residential Rents: This analysis assumes that rental rates for market-rate units for the lower-density apartments will average approximately $4.30 per net residential square foot, with some variation in rent per square foot based on unit size. Assuming slightly higher rents for the high-density prototype, BAE estimates rents are equal to $4.55 per square foot, with some variation between units. These assumption is based on information provided by developers that were interviewed as part of this study as well as data from Costar on current multifamily rental rates in the Campbell area.

Affordable Residential Rents: The affordable rental rates used in this analysis are based on income limits for households at each income level, as published by HCD, assuming an affordable rent equal to 30 of the total household income. The HCD rent limits were adjusted based on an estimated utility allowance to ensure that the combined cost of rent and utilities was no higher than the rent limit.

Market-Rate Residential Sale Prices: This analysis assumes that sale prices for market-rate units will average approximately $900 per net residential square foot for condominiums, $950 per residential square foot for townhomes, and $1,000 per square foot for single-family homes. This assumption is based on information provided by developers that were interviewed as part of this study as well as data from Redfin on sale prices among recently-sold condominiums and townhouses in Campbell.

Affordable Residential Sale Prices: The affordable sale prices used in this analysis are based on the published City of Campbell below-market rate sale prices.

Residential Rental Operating Expenses: This analysis uses an estimate of $15,000 per unit per year for all residential rental units.

Developer Fee: To cover staff overhead and other internal project costs, developers include a one-time developer fee, which is estimated as a percentage of both hard and soft costs. Based on interviews, the fee typically amounts to roughly four percent of hard and soft costs.

Yield on Cost (rental prototypes): In order to meet developer and investor return thresholds, BAE assumes the project must reach a 5.5 percent Yield on Cost (YOC). This is roughly 75 basis points above the current capitalization rate. While this is a relatively small spread between the capitalization rate and the YOC, developers noted a willingness to proceed with projects yielding a 5.5 percent YOC due to the perceived strength of the Santa Clara County rental market.

Developer Profit Margin (for sale prototypes): This metric divides total developer profit by total development cost, to judge overall project feasibility. It can be considered as a

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simple profit margin, irrespective of how a project is financed between debt and equity. Real estate development has higher risk inherent to many other types of investment activity, such as corporate bonds, so developers tend to seek higher profit threshold on real estate projects than these other investment options as a requirement for deciding whether to pursue a project. This study assumes an 18 percent profit threshold for the for-sale prototypes.

Residual Land Value Threshold: This analysis uses a land cost of approximately $3 million to $10 million per acre to assess the financial feasibility of each of the prototypes. The land costs vary by prototype in the City, with the single-family prototypes paying the highest in land costs due to the high sale prices of new single-family units. The land costs for the other prototypes tend to fall within the lower end of the range identified. This is generally consistent with input from the development community, however developers did note that site conditions and location greatly influence the site costs.

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Table C-1: Low-Density Multifamily Rental Prototype Pro Forma, Inclusionary Scenario

Development Program Assumptions

Site Size - acres / square feet	2.00
Total Units	59
Affordable (% - count)	*15%*
Market Rate (% - count)	*85%*
Leasable sq.ft.	49,500
Total Project sq.ft	**59,400**
Total Parking Spaces	89
Parking spaces per du	*1.5*

Base Density Units

		Units by AMI Level				All
Unit Mix	Sq. Ft.	50%	60%	80%	MR	Units
Studio	600	1	1	0	4	**6**
1-BR	750	2	3	0	27	**32**
2-BR	1,000	1	1	0	16	**18**
3-BR	1,300	0	0	0	3	**3**
All Units		**4**	**5**	**0**	**50**	**59**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	9	15%	50	85%	59
Avg. Affordability (% AMI)	*56%*				n.a.
Leasable Sq. Ft.	6,950		42,550		49,500
Total Sq. Ft.	8,340		51,060		59,400
Parking Spaces	14		75		89

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net residential sf	$375
Parking cost per space, Surface	$5,000
Soft Costs (% of hard costs)	15%
Impact Fees (per unit) (a)	$22,821
Inclusionary Housing In-Lieu Fee (per SF)	$21.50
Developer Fee (% of hard and soft)	4%

Rental Revenue

	Monthly Rent by AMI Level			
Unit Type	50%	60%	80%	MR
Studio	$1,419	$1,714	$2,304	$2,940
1-BR	$1,514	$1,830	$2,462	$3,300
2-BR	$1,806	$2,185	$2,944	$4,000
3-BR	$2,079	$2,517	$3,394	$4,940

Operating Costs

Annual op. cost - per Affordable du	$15,000
Annual op. cost - per Market Rate du	$15,000
Vacancy Rate, Residential	5.0%
Market Rate Cap Rate	4.75%
Required Yield-on-Cost	5.50%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Site Preparation	**$244,640**	**$1,497,760**	**$1,742,400**
Vertical Construction			
Hard Cost	$2,606,250	$15,956,250	$18,562,500
Parking Cost	$70,000	$375,000	$445,000
Soft Costs	$401,438	$2,449,688	$2,851,125
Impact Fees	$205,388	$1,141,045	$1,346,433
Inclusionary Housing In-Lieu Fee	$0	$0	$0
Subtotal	**$3,283,076**	**$19,921,983**	**$23,205,058**
Construction Financing			
Const. Loan Fees	$22,930	$139,228	$162,158
Const. Loan Interest	$223,569	$1,357,476	$1,581,045
Developer Fee	**$141,109**	**$856,790**	**$997,898**
Total Dev. Cost (excl. Land)	**$3,915,323**	**$23,773,237**	**$27,688,560**
Per Unit	*$435,036*	*$475,465*	*$469,298*
Per Net SF	*$563*	*$559*	*$559*
Per Gross SF	$469	$466	$466

Feasibility Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Project Income			
Gross Scheduled Rents	$187,704	$2,156,160	$2,343,864
Less Vacancy	($9,385)	($107,808)	($117,193)
Less Operating Expenses	($135,000)	($750,000)	($885,000)
Net Operating Income	**$43,319**	**$1,298,352**	**$1,341,671**
Feasibility			
Total Development Costs (ex. Land)	**$3,915,323**	**$23,773,237**	**$27,688,560**
Per Unit (ex. Land)	$435,036	$475,465	$469,298
Required Yield on Cost	5.50%	5.50%	5.50%
Project Value Net of Dev. Profit	**$787,615**	**$23,606,400**	**$24,394,015**
Residual Land Value	**($3,127,709)**	**($166,837)**	**($3,294,546)**
RLV per unit	($347,523)	($3,337)	($55,840)
RLV per Acre	*($1,563,854)*	*($83,418)*	*($1,647,273)*

Sources: BAE, 2023.

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Table C-2: High-Density Mixed-Use Rental Prototype Pro Forma, Inclusionary Scenario

Development Program Assumptions

Site Size - acres / square feet	2.00
Total Units	132
Affordable (% - count)	*15%*
Market Rate (% - count)	*85%*
Leasable sq.ft.	110,900
Total Project sq.ft	**138,080**
Total Parking Spaces	132
Parking spaces per du	*1.0*

Base Density Units

		Units by AMI Level				All
Unit Mix	Sq. Ft.	50%	60%	80%	MR	Units
Studio	600	1	1	0	11	**13**
1-BR	750	5	7	0	60	**72**
2-BR	1,000	2	4	0	34	**40**
3-BR	1,300	0	0	0	7	**7**
All Units		**8**	**12**	**0**	**112**	**132**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	20	15%	112	85%	132
Avg. Affordability (% AMI)		*56%*			n.a.
Leasable Sq. Ft.		16,200		94,700	110,900
Total Sq. Ft.		19,440		113,640	133,080
Parking Spaces		20		112	132

Ground Floor Commercial Space	5,000

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net sf	$425
Parking cost per space, Podium	$55,000
Soft Costs (% of hard costs)	15%
Impact Fees (per unit) (a)	$23,114
Inclusionary Housing In-Lieu Fee (per SF)	$21.50
Developer Fee (% of hard and soft)	4%

Rental Revenue

	Monthly Rent by AMI Level			
Unit Type	50%	60%	80%	MR
Studio	$1,419	$1,714	$2,304	$3,090
1-BR	$1,514	$1,830	$2,462	$3,488
2-BR	$1,806	$2,185	$2,944	$4,250
3-BR	$2,079	$2,517	$3,394	$5,200

Commercial Rent (NNN)	$2.50

Operating Costs

Annual op. cost - per Affordable du	$15,000
Annual op. cost - per Market Rate du	$15,000
Vacancy Rate, Residential	5.0%
Market Rate Cap Rate	4.75%
Required Yield-on-Cost	5.50%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Site Preparation	**$245,309**	**$1,497,091**	**$1,742,400**
Vertical Construction			
Hard Cost	$6,885,000	$42,372,500	$49,257,500
Parking Cost	$1,100,000	$6,160,000	$7,260,000
Soft Costs	$1,197,750	$7,279,875	$8,477,625
Impact Fees	$462,280	$2,588,770	$3,051,050
Inclusionary Housing In-Lieu Fee	$0	$0	$0
Subtotal	**$9,645,030**	**$58,401,145**	**$68,046,175**
Construction Financing			
Const. Loan Fees	$64,287	$389,339	$453,626
Const. Loan Interest	$626,800	$3,796,051	$4,422,851
Developer Fee	**$395,614**	**$2,395,929**	**$2,791,543**
Total Dev. Cost (excl. Land)	**$10,977,040**	**$66,479,555**	**$77,456,595**
Per Unit	*$548,852*	*$593,567*	*$586,792*
Per Net SF	*$678*	*$702*	*$698*
Per Gross SF	$565	$585	$561

Feasibility Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Project Income			
Gross Scheduled Rents	$430,380	$5,239,680	$5,670,060
Less Vacancy	($21,519)	($261,984)	($283,503)
Less Operating Expenses	($300,000)	($1,680,000)	($1,980,000)
Net Operating Income	**$108,861**	**$3,297,696**	**$3,406,557**
Feasibility			
Total Development Costs (ex. Land)	**$10,977,040**	**$66,479,555**	**$77,456,595**
Per Unit (ex. Land)	$548,852	$593,567	$586,792
Required Yield on Cost	5.50%	5.50%	5.50%
Project Value Net of Dev. Profit	**$1,979,291**	**$59,958,109**	**$61,937,400**
Residual Land Value	**($8,997,749)**	**($6,521,445)**	**($15,519,195)**
RLV per unit	($449,887)	($58,227)	($117,570)
RLV per Acre	*($4,498,875)*	*($3,260,723)*	*($7,759,597)*

Sources: BAE, 2023.

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Table C-3: For-Sale Condominium Prototype Pro Forma, Inclusionary Scenario

Development Program Assumptions

Site Size - acres / square feet	1.00
Total Units	53
Affordable (% - count)	*15%*
Market Rate (% - count)	*85%*
Leasable sq.ft.	63,600
Total Project sq.ft	**76,320**
Total Parking Spaces	53
Parking spaces per du	*1.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
2-BR	1,200	0	4	4	45	**53**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	8	15%	45	85%	53
Avg. Affordability (% AMI)		*90%*			n.a.
Leasable Sq. Ft.		9,600		54,000	63,600
Total Sq. Ft.		11,520		64,800	76,320
Parking Spaces		8		45	53

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net residential sf	$475
Parking cost per space, Podium	$55,000
Soft Costs (% of hard costs)	17.5%
Impact Fees (per unit) (a)	$23,908
Inclusionary Housing In-Lieu Fee (per SF)	$34.50
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
2-BR	$188,601	$297,056	$512,384	$1,080,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Site Preparation	**$131,502**	**$739,698**	**$871,200**
Vertical Construction			
Hard Cost	$4,560,000	$25,650,000	$30,210,000
Parking Cost	$440,000	$2,475,000	$2,915,000
Soft Costs	$875,000	$4,921,875	$5,796,875
Impact Fees	$191,261	$1,075,842	$1,267,103
Inclusionary In-Lieu Fee	$0	$0	$0
Subtotal	**$6,066,261**	**$34,122,717**	**$40,188,978**
Construction Financing			
Const. Loan Fees	$40,285	$226,606	$266,891
Const. Loan Interest	$392,783	$2,209,406	$2,602,189
Developer Fee	**$247,911**	**$1,394,497**	**$1,642,407**
Total Development Cost	**$6,878,742**	**$38,692,923**	**$45,571,665**
Per Unit	*$859,843*	*$859,843*	*$859,843*
Per Net SF	*$717*	*$717*	*$717*
Per Gross SF	$597	$597	$597

Feasibility Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Project Income			
Gross Sale Revenue	$3,237,760	$48,600,000	$51,837,760
Less Marketing Costs	($161,888)	($2,430,000)	($2,591,888)
Net Sales Revenue	**$3,075,872**	**$46,170,000**	**$49,245,872**
Total Development Costs (ex. Land)	**$6,878,742**	**$38,692,923**	**$45,571,665**
Per Unit (ex. Land)	$859,843	$859,843	$859,843
Developer Profit Margin (% of Total Cost)	18%	18%	18%
Developer Profit Threshold	**$1,401,192**	**$7,881,707**	**$9,282,900**
Residual Land Value	**($5,204,062)**	**($404,630)**	**($5,608,693)**
RLV per unit	*($650,508)*	*($8,992)*	*($105,824)*
RLV per Acre	($5,204,062)	($404,630)	($5,608,693)

Sources: BAE, 2023.

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Table C-4: For-Sale Townhome Prototype Pro Forma, Inclusionary Scenario

Development Program Assumptions

Site Size (acres)	1.00
Total Units	22
Affordable (% - count)	*18%*
Market Rate (% - count)	*82%*
Leasable sq.ft.	39,600
Total Project sq.ft	**39,600**
Total Parking Spaces	44
Parking spaces per du	*2.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
3-BR	1,800	0	2	2	18	**22**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	4	18%	18	82%	22
Avg. Affordability (% AMI)		*90%*			n.a.
Leasable Sq. Ft.		7,200		32,400	39,600
Total Sq. Ft.		7,200		32,400	39,600
Parking Spaces		8		36	44

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$25
Hard Cost per gross residential sf	$275
Soft Costs (% of hard costs)	13%
Impact Fees (per unit) (a)	$32,401
Inclusionary Housing In-Lieu Fee (per SF)	$34.50
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
3-BR	$212,778	$330,841	$573,294	$1,710,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Site Preparation	**$198,000**	**$891,000**	**$1,089,000**
Vertical Construction			
Hard Cost	$1,980,000	$8,910,000	$10,890,000
Soft Costs	$247,500	$1,113,750	$1,361,250
Impact Fees	$129,603	$583,215	$712,819
Inclusionary Housing In-Lieu Fee	$0	$0	$0
Subtotal	**$2,357,103**	**$10,606,965**	**$12,964,069**
Construction Financing			
Const. Loan Fees	$16,608	$74,737	$91,345
Const. Loan Interest	$161,930	$728,684	$890,613
Developer Fee	**$102,204**	**$459,919**	**$562,123**
Total Development Cost	**$2,835,845**	**$12,761,304**	**$15,597,150**
Per Unit	*$708,961*	*$708,961*	*$708,961*
Per Net SF	*$394*	*$394*	*$394*
Per Gross SF	*$394*	*$394*	*$394*

Feasibility Analysis

	Mixed-Income Development		
	Affordable	Market Rate	Total Project
Project Income			
Gross Sale Revenue	$1,808,270	$30,780,000	$32,588,270
Less Marketing Costs	($90,414)	($1,539,000)	($1,629,414)
Net Sales Revenue	**$1,717,857**	**$29,241,000**	**$30,958,857**
Total Development Costs (ex. Land)	**$2,835,845**	**$12,761,304**	**$15,597,150**
Per Unit (ex. Land)	$708,961	$708,961	$708,961
Developer Profit Margin (% of Total Cost)	18%	18%	18%
Developer Profit Threshold	**$682,270**	**$3,070,217**	**$3,752,487**
Residual Land Value	**($1,800,259)**	**$13,409,479**	**$11,609,220**
RLV per unit	*($450,065)*	*$744,971*	*$527,692*
RLV per Acre	($1,800,259)	$13,409,479	$11,609,220

Sources: BAE, 2023.

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Table C-5: For-Sale Single-Family Subdivision Prototype Pro Forma, Inclusionary Scenario

Development Program Assumptions

Site Size (acres)	0.50
Total Units	6
Affordable (% - count)	*0%*
Market Rate (% - count)	*100%*
Leasable sq.ft.	15,600
Total Project sq.ft	**15,600**
Total Parking Spaces	12
Parking spaces per du	*2.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
3-BR	2,600	0	0	0	6	**6**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	0	0%	6	100%	6
Avg. Affordability (% AMI)		*n.a.*			n.a.
Leasable Sq. Ft.		0		15,600	15,600
Total Sq. Ft.		0		15,600	15,600
Parking Spaces		0		12	12

Cost Assumptions

Construction	
Site Prep Costs (per site. sq.ft)	$25
Hard Cost per gross residential sf	$250
Soft Costs (% of hard costs)	13%
Impact Fees (per unit) (a)	$33,191
Inclusionary Housing In-Lieu Fee (per SF)	$0.00
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
3-BR	$212,778	$330,841	$573,294	$2,600,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Project Total
Site Preparation	**$544,500**
Vertical Construction	
Hard Cost	$3,900,000
Soft Costs	$487,500
Impact Fees	$199,147
Inclusionary Housing In-Lieu Fee	$0
Subtotal	**$4,586,647**
Const. Loan Fees	$33,352
Developer Fee	**$205,246**
Total Development Cost	**$5,694,932**
Per Unit	*$949,155*
Per Net SF	*$365*
Per Gross SF	$365

Feasibility Analysis

	Project Total
Project Income	
Gross Sale Revenue	$15,600,000
Less Marketing Costs	($780,000)
Net Sales Revenue	**$14,820,000**
Total Development Costs (ex. Land)	**$5,694,932**
Per Unit (ex. Land)	*$949,155*
Developer Profit Margin (% of Total Cost)	18%
Developer Profit Threshold	**$1,745,088**
Residual Land Value	**$7,379,980**
RLV per unit	*$1,229,997*
RLV per Acre	$14,759,960

Sources: BAE, 2023.

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Table C-6: For-Sale Single-Family Subdivision Prototype Pro Forma, Seven-Unit Inclusionary Scenario

Development Program Assumptions

Site Size (acres)	0.58
Total Units	7
Affordable (% - count)	*14%*
Market Rate (% - count)	*86%*
Leasable sq.ft.	18,200
Total Project sq.ft	**18,200**
Total Parking Spaces	14
Parking spaces per du	*2.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
3-BR	2,600	0	1.0	0.0	6	**7**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	1	14%	6	86%	7
Avg. Affordability (% AMI)		*70%*			n.a.
Leasable Sq. Ft.		2,600		15,600	18,200
Total Sq. Ft.		2,600		15,600	18,200
Parking Spaces		2		12	14

Cost Assumptions

Construction	
Site Prep Costs (per site. sq.ft)	$25
Hard Cost per gross residential sf	$250
Soft Costs (% of hard costs)	13%
Impact Fees (per unit) (a)	$33,191
Inclusionary Housing In-Lieu Fee (per SF)	$0.00
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
3-BR	$212,778	$330,841	$573,294	$2,600,000

Marketing Costs	5.00%
Financing	
Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Affordable	Market Rate	Project Total
Site Preparation	**$90,750**	**$544,500**	**$635,250**
Vertical Construction			
Hard Cost	$650,000	$3,900,000	$4,550,000
Soft Costs	$81,250	$487,500	$568,750
Impact Fees	$33,191	$199,147	$232,339
Inclusionary Housing In-Lieu Fee	$0	$0	$0
Subtotal	**$764,441**	**$4,586,647**	**$5,351,089**
Const. Loan Fees	$5,559	$33,352	$38,911
Developer Fee	**$34,208**	**$205,246**	**$239,454**
Total Development Cost	**$949,155**	**$5,694,932**	**$6,644,088**
Per Unit	*$949,155*	*$949,155*	*$949,155*
Per Net SF	*$365*	*$365*	*$365*
Per Gross SF	$365	$365	$365

Feasibility Analysis

	Affordable	Market Rate	Project Total
Project Income			
Gross Sale Revenue	$330,841	$15,600,000	$15,930,841
Less Marketing Costs	($16,542)	($780,000)	($796,542)
Net Sales Revenue	**$314,299**	**$14,820,000**	**$15,134,299**
Total Development Costs (ex. Land)	**$949,155**	**$5,694,932**	**$6,644,088**
Per Unit (ex. Land)	*$949,155*	*$949,155*	*$949,155*
Developer Profit Margin (% of Total Cost)	18%	18%	18%
Developer Profit Threshold	**$290,848**	**$1,745,088**	**$2,035,936**
Residual Land Value	**($925,704)**	**$7,379,980**	**$6,454,276**
RLV per unit	*($925,704)*	*$1,229,997*	*$922,039*
RLV per Acre	($11,108,453)	$14,759,960	$11,064,472

Source: BAE, 2024.

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Table C-7: Low-Density Multifamily Rental Prototype Pro Forma, Point of Indifference In-Lieu Fee Scenario

Development Program Assumptions

Site Size - acres / square feet	2.0	2.00
Total Units		59
Affordable (% - count)		*0%*
Market Rate (% - count)		*100%*
Leasable sq.ft.		49,500
Total Project sq.ft		**59,400**
Total Parking Spaces		89
Parking spaces per du		*1.5*

Base Density Units

		Units by AMI Level					All
Unit Mix	Sq. Ft.	50%	60%	80%	100%	MR	Units
Studio	600					6	**6**
1-BR	750					32	**32**
2-BR	1,000					18	**18**
3-BR	1,300					3	**3**
All Units		**0**	**0**	**0**		**59**	**59**

Summary	Affordable			Market-Rate	Total
Number of Units (# - %)	0	0%	59	100%	59
Avg. Affordability (% AMI)		n.a.			n.a.
Leasable Sq. Ft.		0		49,500	49,500
Total Sq. Ft.		0		59,400	59,400
Parking Spaces		0		89	89

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net residential sf	$375
Parking cost per space, Surface	$5,000
Soft Costs (% of hard costs)	15%
Impact Fees (per unit) (a)	$22,821
Inclusionary Housing In-Lieu Fee (per SF)	**$55.50**
Developer Fee (% of hard and soft)	4%

Rental Revenue

	Monthly Rent by AMI Level			
Unit Type	50%	60%	80%	MR
Studio	$1,419	$1,714	$2,304	$2,940
1-BR	$1,514	$1,830	$2,462	$3,300
2-BR	$1,806	$2,185	$2,944	$4,000
3-BR	$2,079	$2,517	$3,394	$4,940

Operating Costs

Annual op. cost - per Affordable du	$15,000
Annual op. cost - per Market Rate du	$15,000
Vacancy Rate, Residential	5.0%
Market Rate Cap Rate	4.75%
Required Yield-on-Cost	5.50%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Total Project
Site Preparation	**$1,742,400**
Vertical Construction	
Hard Cost	$18,562,500
Parking Cost	$445,000
Soft Costs	$2,851,125
Impact Fees	$1,346,433
Inclusionary Housing In-Lieu Fee	$2,747,250
Subtotal	**$25,952,308**
Construction Financing	
Const. Loan Fees	$180,016
Const. Loan Interest	$1,755,152
Developer Fee	**$1,107,788**
Total Dev. Cost (excl. Land)	**$30,737,664**
Per Unit	*$520,977*
Per Net SF	*$621*
Per Gross SF	$517

Feasibility Analysis

	Total Project
Project Income	
Gross Scheduled Rents	$2,520,720
Less Vacancy	($126,036)
Less Operating Expenses	($885,000)
Net Operating Income	**$1,509,684**
Feasibility	
Total Development Costs (ex. Land)	**$30,737,664**
Per Unit (ex. Land)	$520,977
Required Yield on Cost	5.50%
Project Value Net of Dev. Profit	**$27,448,800**
Residual Land Value	**($3,288,864)**
RLV per unit	($55,743)
RLV per Acre	*($1,644,432)*

Source: BAE, 2024.

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Table C-8: High-Density Mixed-Use Rental Prototype Pro Forma, Point of Indifference In-Lieu Fee Scenario

Development Program Assumptions

Site Size - acres / square feet	2.0	2.00
Total Units		132
Affordable (% - count)		*0%*
Market Rate (% - count)		*100%*
Leasable sq.ft.		110,900
Total Project sq.ft		**133,080**
Total Parking Spaces		132
Parking spaces per du		*1.0*

Base Density Units

		Units by AMI Level					All
Unit Mix	Sq. Ft.	50%	60%	80%	100%	MR	Units
Studio	600					13	**13**
1-BR	750					72	**72**
2-BR	1,000					40	**40**
3-BR	1,300					7	**7**
All Units		**0**	**0**	**0**		**132**	**132**

Summary	Affordable			Market-Rate	Total
Number of Units (# - %)	0	0%	132	100%	132
Avg. Affordability (% AMI)		n.a.			n.a.
Leasable Sq. Ft.		0		110,900	110,900
Total Sq. Ft.		0		133,080	133,080
Parking Spaces		0		132	132
Ground Floor Commercial Space					5,000
					1008.182

Cost Assumptions

Construction	
Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net sf	$425
Parking cost per space, Podium	$55,000
Soft Costs (% of hard costs)	15%
Impact Fees (per unit) (a)	$23,114
Inclusionary Housing In-Lieu Fee (per SF)	**$63.50**
Developer Fee (% of hard and soft)	4%

Rental Revenue

	Monthly Rent by AMI Level			
Unit Type	50%	60%	80%	MR
Studio	$1,419	$1,714	$2,304	$3,090
1-BR	$1,514	$1,830	$2,462	$3,488
2-BR	$1,806	$2,185	$2,944	$4,250
3-BR	$2,079	$2,517	$3,394	$5,200

Commercial Rent (NNN)	$2.50

Operating Costs	
Annual op. cost - per Affordable du	$15,000
Annual op. cost - per Market Rate du	$15,000
Vacancy Rate, Residential	5.0%
Market Rate Cap Rate	4.75%
Required Yield-on-Cost	5.50%

Financing	
Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Total Project
Site Preparation	**$1,742,400**
Vertical Construction	
Hard Cost	$49,257,500
Parking Cost	$7,260,000
Soft Costs	$8,477,625
Impact Fees	$3,051,050
Inclusionary Housing In-Lieu Fee	$7,042,150
Subtotal	**$75,088,325**
Construction Financing	
Const. Loan Fees	$499,400
Const. Loan Interest	$4,869,147
Developer Fee	**$3,073,229**
Total Dev. Cost (excl. Land)	**$85,272,501**
Per Unit	*$646,004*
Per Net SF	*$769*
Per Gross SF	$641

Feasibility Analysis

	Total Project
Project Income	
Gross Scheduled Rents	$6,122,040
Less Vacancy	($306,102)
Less Operating Expenses	($1,980,000)
Net Operating Income	**$3,835,938**
Feasibility	
Total Development Costs (ex. Land)	**$85,272,501**
Per Unit (ex. Land)	$646,004
Required Yield on Cost	5.50%
Project Value Net of Dev. Profit	**$69,744,327**
Residual Land Value	**($15,528,174)**
RLV per unit	($117,638)
RLV per Acre	*($7,764,087)*

Source: BAE, 2024.

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Table C-9: For-Sale Condominium Prototype Pro Forma, Point of Indifference In-Lieu Fee Scenario

Development Program Assumptions

Site Size - acres / square feet	1.00
Total Units	53
Affordable (% - count)	*0%*
Market Rate (% - count)	*100%*
Leasable sq.ft.	63,600
Total Project sq.ft	**76,320**
Total Parking Spaces	53
Parking spaces per du	*1.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
2-BR	1,200				53	**53**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	0	0%	53	100%	53
Avg. Affordability (% AMI)		n.a.			n.a.
Leasable Sq. Ft.		0		63,600	63,600
Total Sq. Ft.		0		76,320	76,320
Parking Spaces		0		53	53

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$20
Hard Cost per net residential sf	$475
Parking cost per space, Podium	$55,000
Soft Costs (% of hard costs)	17.5%
Impact Fees (per unit) (a)	$23,908
Inclusionary Housing In-Lieu Fee (per SF)	**$61.50**
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
2-BR	$188,601	$297,056	$512,384	$1,080,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Total Project
Site Preparation	**$871,200**
Vertical Construction	
Hard Cost	$30,210,000
Parking Cost	$2,915,000
Soft Costs	$5,796,875
Impact Fees	$1,267,103
Inclusionary In-Lieu Fee	$3,911,400
Subtotal	**$44,100,378**
Construction Financing	
Const. Loan Fees	$292,315
Const. Loan Interest	$2,850,074
Developer Fee	**$1,798,863**
Total Development Cost	**$49,912,830**
Per Unit	*$941,752*
Per Net SF	*$785*
Per Gross SF	$654

Feasibility Analysis

	Total Project
Project Income	
Gross Sale Revenue	$57,240,000
Less Marketing Costs	($2,862,000)
Net Sales Revenue	**$54,378,000**
Total Development Costs (ex. Land)	**$49,912,830**
Per Unit (ex. Land)	$941,752
Developer Profit Margin (% of Total Cost)	18%
Developer Profit Threshold	**$10,064,309**
Residual Land Value	**($5,599,139)**
RLV per unit	*($105,644)*
RLV per Acre	($5,599,139)

Source: BAE, 2024.

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Table C-10: For-Sale Townhome Prototype Pro Forma, Point of Indifference In-Lieu Fee Scenario

Development Program Assumptions

Site Size (acres)	1.00
Total Units	22
Affordable (% - count)	*0%*
Market Rate (% - count)	*100%*
Leasable sq.ft.	39,600
Total Project sq.ft	**39,600**
Total Parking Spaces	44
Parking spaces per du	*2.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
3-BR	1,800				22	**22**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	0	0%	22	100%	22
Avg. Affordability (% AMI)		n.a.			n.a.
Leasable Sq. Ft.		0		39,600	39,600
Total Sq. Ft.		0		39,600	39,600
Parking Spaces		0		44	44

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$25
Hard Cost per gross residential sf	$275
Soft Costs (% of hard costs)	13%
Impact Fees (per unit) (a)	$32,401
Inclusionary Housing In-Lieu Fee (per SF)	**$92.00**
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
3-BR	$212,778	$330,841	$573,294	$1,710,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Total Project
Site Preparation	**$1,089,000**
Vertical Construction	
Hard Cost	$10,890,000
Soft Costs	$1,361,250
Impact Fees	$712,819
Inclusionary Housing In-Lieu Fee	$3,643,200
Subtotal	**$16,607,269**
Construction Financing	
Const. Loan Fees	$115,026
Const. Loan Interest	$1,121,501
Developer Fee	**$707,851**
Total Development Cost	**$19,640,646**
Per Unit	*$892,757*
Per Net SF	*$496*
Per Gross SF	$496

Feasibility Analysis

	Total Project
Project Income	
Gross Sale Revenue	$37,620,000
Less Marketing Costs	($1,881,000)
Net Sales Revenue	**$35,739,000**
Total Development Costs (ex. Land)	**$19,640,646**
Per Unit (ex. Land)	$892,757
Developer Profit Margin (% of Total Cost)	18%
Developer Profit Threshold	**$4,480,316**
Residual Land Value	**$11,618,037**
RLV per unit	*$528,093*
RLV per Acre	$11,618,037

Source: BAE, 2024.

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Table C-11: For-Sale Single-Family Subdivision Prototype Pro Forma, Seven-Unit Point of Indifference In-Lieu Fee Scenario

Development Program Assumptions

Site Size (acres)	0.50
Total Units	6
Affordable (% - count)	*0%*
Market Rate (% - count)	*100%*
Leasable sq.ft.	15,600
Total Project sq.ft	**15,600**
Total Parking Spaces	12
Parking spaces per du	*2.00*

Base Density Units

		AMI-Level				All
Unit Mix	Sq. Ft.	50%	70%	110%	MR	Units
3-BR	2,600	0	0	0	6	**6**

Summary	Affordable		Market-Rate		Total
Number of Units (# - %)	0	0%	6	100%	6
Avg. Affordability (% AMI)		*n.a.*			n.a.
Leasable Sq. Ft.		0		15,600	15,600
Total Sq. Ft.		0		15,600	15,600
Parking Spaces		0		12	12

Cost Assumptions

Construction

Site Prep Costs (per site. sq.ft)	$25
Hard Cost per gross residential sf	$250
Soft Costs (% of hard costs)	13%
Impact Fees (per unit) (a)	$33,191
Inclusionary Housing In-Lieu Fee (per SF)	**$98.50**
Developer Fee (% of hard and soft)	4%

Sale Revenue

	Sale Price by AMI Level			
Unit Type	50%	70%	110%	MR
3-BR	$212,778	$330,841	$573,294	$2,600,000

Marketing Costs	5.00%

Financing

Construction-Period	
MR Loan-to-Cost	65%
Loan Fees	1%
Drawdown Factor	65%
Interest rate	7.50%
Loan Term (months)	24

Development Cost Analysis

	Total Project
Site Preparation	**$544,500**
Vertical Construction	
Hard Cost	$3,900,000
Soft Costs	$487,500
Impact Fees	$199,147
Inclusionary Housing In-Lieu Fee	$1,536,600
Subtotal	**$6,123,247**
Construction Financing	
Const. Loan Fees	$43,340
Const. Loan Interest	$422,568
Developer Fee	**$266,710**
Total Development Cost	**$7,400,366**
Per Unit	*$1,233,394*
Per Net SF	*$474*
Per Gross SF	$474

Feasibility Analysis

	Total Project
Project Income	
Gross Sale Revenue	$15,600,000
Less Marketing Costs	($780,000)
Net Sales Revenue	**$14,820,000**
Total Development Costs (ex. Land)	**$7,400,366**
Per Unit (ex. Land)	*$1,233,394*
Developer Profit Margin (% of Total Cost)	18%
Developer Profit Threshold	**$2,052,066**
Residual Land Value	**$5,367,568**
RLV per unit	*$894,595*
RLV per Acre	$10,735,136

Source: BAE, 2024.

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APPENDIX D: OVERVIEW OF IMPLAN

This appendix provides additional clarification of the workings of the IMPLAN input-output model. It provides a step-by-step account of how IMPLAN estimates economic impacts. This section begins with an overview of the data that IMPLAN uses internally and moves forward through the process of how the model estimates the impacts of new commercial and housing projects.

What is IMPLAN?

IMPLAN is an input-output model that estimates the total economic implications of new economic activity within a specified geography. The model uses national industry data and county-level economic data to generate a series of multipliers, which in turn estimate the total economic implications of economic activity.

At the heart of the model is a national input-output dollar flow table called the Social Accounting Matrix (SAM). Unlike other static input-output models, which just measure the purchasing relationships between industry and household sectors, SAM also measures the economic relationships between government, industry, and household sectors, allowing IMPLAN to model transfer payments such as unemployment insurance. Thus, for the specified region, the input-output table accounts for all the dollar flows between the different sectors within the economy.

National Industry Data. The model uses national production functions for 546 sectors to determine how an industry spends its operating receipts to produce its commodities. The model also uses a national matrix to determine the *byproducts*[11] that each industry generates. To analyze the impacts of household spending, the model treats households as an "industry" to determining their expenditure patterns. IMPLAN couples the national production functions with a variety of county-level economic data to determine the impacts for our example.

County-Level Economic Data. In order to estimate the county-level impacts, IMPLAN combines national industry production functions with county-level economic data. IMPLAN collects data from a variety of economic data sources to generate average output, employment, and productivity for each of the industries in a given county. It also collects data on average prices for all of the goods sold in the local economy. In this analysis, IMPLAN uses economic data for Santa Clara County. IMPLAN gathers data on the types and amount of output that each industry generates within the County. In addition, the IMPLAN model uses county-level data on the prices of goods and household expenditures to determine the consumption functions of regional households and local government, taking into account the availability of each commodity within the specified geography.

[11] The byproducts refer to any secondary commodities that the industry creates.

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Multipliers. IMPLAN combines these data to generate a series of SAM-type multipliers for the local economy. The multiplier measures the amount of total economic activity that results from an industry (or household) spending an additional dollar in the local economy. Based on these multipliers, IMPLAN generates a series of tables to show the economic event's *direct*, *indirect*, and *induced* impacts to gross receipts, or output, within each of the model's 546 sectors. These outputs have been described above, and also are described here:

- Direct Impacts. Direct impacts refer to the dollar value of economic activity available to circulate through the economy and the jobs associated with that economic activity. In the case of new residential development, the direct impacts are equal to the new households' discretionary spending. The direct impacts do not include household savings and payments to federal, state, and local taxes, as these payments do not circulate through the economy.

  It should be noted that impacts from retail expenditures differ significantly between the total economic value of retail and the amount available to circulate through the local economy. The nature of retail expenditures accounts for this difference. The model assumes that only the retail markup impacts the local economy, particularly for industries heavily populated with national firms such as gas stations and grocery stores. Since local stores buy goods from wholesalers and manufacturers outside of the area, and corporate profits also leave the local economy, only the retail markup will be available for distribution within the local economy. To the extent that retailers' headquarters are located within the county or region, the model allocates their portions of the impacts to the local economy.

- Indirect Impacts. The indirect impacts refer to the impact of local industries buying goods and services from other local industries, and to the jobs supported by those purchases. The cycle of spending works its way backward through the supply chain until all money leaks from the local economy, either through imports or by payments to income and taxes. For capital projects this would include payments for construction inputs such as wood, steel, office supplies, and any other non-labor payments that a construction firm would purchase in the building process.

- Induced Impacts. The induced impacts refer to the dollar and employment impacts of household spending by the employees generated by the direct and indirect impacts. In other words, induced impacts result from the household spending of employees of business establishments that the new households patronize (direct) and their suppliers (indirect). The model accounts for local commute patterns in the geography. For example, if 20 percent of construction workers who work in the region live outside of the region, the model will allocate 80 percent of labor's disposable income into the model to generate induced impact estimates. The model excludes payments to federal and state taxes and savings based on the geography's average local tax and savings rates. Thus, only the disposable incomes from local workers are included in the model.

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Specifying the "Event" and Running the Model

Once the model is built for the specified geographies, it is time to specify the "event" that the model will analyze and run the model.

Specifying the "Event." The "event" refers to the total economic value of industry output that the analyst is considering. For example, in the case of the ongoing economic impacts of a new institutional development such as a school, the "event" would be the operations of a school, including the resulting new jobs and the worker compensation.

Running the Model. Once the event is specified, IMPLAN runs the event through the model to generate the results. By default, IMPLAN applies the local data on average output per worker and compensation per worker to determine the direct impacts. The model then applies the value of the event to the national production functions and runs a number of iterations of this value through the production functions for the local economy to determine the indirect and induced impacts. For each iteration, the model removes expenditures to government, savings, and for goods bought outside of the local economy so that the results only include those dollars that impact the local economy.

Summarizing the Impacts

Once the model is run, IMPLAN generates a series of output tables to show the direct, indirect, and induced impacts within each of the model's 546 sectors. IMPLAN generates these tables for three types of impacts: employment, output, and value added. The IMPLAN analysis of this study is focused on the employment impacts.

- *Employment* shows the number of employees needed to support the economic activity in the local economy. It should be noted that for annual impacts of ongoing operations, the employment figure shown represents the amount of employment needed to support that activity for a year. Furthermore, IMPLAN reports the number of jobs based on average output per employee for a given industry within the geography. This is not necessarily the same as the number of full-time positions.
- *Output* refers to the total economic value of the project in the local economy.
- *Value Added* shows the total income that the event generates in the local economy. This income includes:
    - *Employee Compensation* – total payroll costs, including benefits
    - *Proprietary Income* – payments received by self-employed individuals as income
    - *Other Property Type Income* – payments for rents, royalties, and dividends
    - *Indirect Business Taxes* – excise taxes, property taxes, fees, and sales taxes paid by businesses. These taxes occur during the normal operation of businesses, but do not include taxes on profits or income.

Attachment: Draft Affordable Housing Nexus Study Report (Receive Draft Affordable Housing Nexus Study)

Project Examples
Based on Staff Recommendations

Commercial Fee Examples

To illustrate how the fee could be applied to various projects, staff have developed the examples below.

Commercial Example 1: New 6,000 sq. ft. restaurant, replacing existing 5,000 sq. ft. restaurant.

First provide credit for existing and/or recently demolished buildings:
6,000 sq. ft. (new)
– 5,000 sq. ft. (old)
1,000 sq. ft. net new area

Then multiply the remaining area by appropriate fee rate based on building size:
$1,000 sq. ft. net new
x $4.50 rate
$4,500 – total fee due

Commercial Example 2: New 155,000 sq. ft. office building (no prior building)

$900,000 (100,000 sq. ft. at $9 sq. ft. under flat fee)
+$247,500 (55,000 sq. ft. at reduced fee of $4.5 sq. ft. for "large projects")

Housing Fee Examples

Housing Example 1: 89-unit project built with 1,000 sq. ft. average unit sizes

Two eligible options to satisfy the inclusionary unit obligation as follows:

Option 1: Provide inclusionary units to satisfy any whole and/or fractional unit obligations as follows:

- 14 units (89 units x 15% = 13.35)

Obligation: Provide 14 inclusionary units.

Option 2: Provide inclusionary units to satisfy any whole unit obligations and pay a fee fractional unit obligation.

- Note: Eligible for fee payment as of 0.35 is under 0.5 (for a 7+ unit project)
- Fee Formula: $60 (rate) x 0.35 (fractional obligation) / 13.35 (total obligation) x

Attachment: Project Examples (Receive Draft Affordable Housing Nexus Study)

89,000 sq. ft. (89 units at 1,000 sq. ft. average habitable square feet) = $140,000

Obligation: Provide 13 inclusionary units and pay $140,000.

Housing Example 2: 90-unit project built with 1,000 sq. ft. average unit size

Only one eligible option to satisfy the inclusionary unit obligation as follows:

Option 1: Provide inclusionary units to satisfy any whole and/or fractional unit obligations as follows:

- 14 units (90 units x 15% = 13.5)

Obligation: Provide 14 inclusionary units.

Note: This example is not "eligible" for "Option 2" allowing fee payment for fractional units as the fractional obligation not less than 0.5.

Housing Example 3: 6-unit project built with 2,000 sq. ft. average unit size

Option 1: Provide inclusionary units to satisfy any whole and/or fractional unit obligations as follows:

- 0.9 units (6 units x 15% = .9)

Obligation: Provide 1 inclusionary unit.

Option 2: Provide inclusionary units to satisfy any whole unit obligations (not applicable) and pay a fee for the fractional unit obligation (i.e., 0.9)

- Formula: $60 (rate) x 0.9 (fractional obligation) / 0.9 (total obligation) x 12,000 sq. ft. (6 units at 2,000 sq. ft. average habitable square feet) = $720,000

Obligation: $720,000

City Council Report

Item: 19
Category: COUNCIL COMMITTEE REPORTS
Meeting Date: April 16, 2024

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 LANDRY
Advisory Commissioner Appointment Interview Subcommittee
City Attorney Performance/Compensation Subcommittee
City Clerk Performance/Compensation Subcommittee
City Manager Performance/Compensation Subcommittee
Education Subcommittee
Economic Development Subcommittee
West Valley Mayors and Managers

DCBA Liaison
Santa Clara County Housing and Community Development Advisory Committee
Santa Clara Valley Water District County Water Commission
Santa Clara County Library District JPA Board of Directors
Cities Association of Santa Clara County - City Selection Committee

Friends of the Heritage Theater Liaison (Alt.)
West Valley Clean Water JPA (Alt.)
West Valley Solid Waste Authority JPA (Alt.)

VICE MAYOR LOPEZ
City Attorney Performance/Compensation Subcommittee
City Clerk Performance/Compensation Subcommittee
City Manager Performance/Compensation Subcommittee
Economic Development Subcommittee
Finance Subcommittee
Legislative Subcommittee

Silicon Valley Clean Energy Audit Committee

Bay Area Quality Management District Board of Directors**
League of Cities Peninsula Division Executive Committee**
Valley Transportation Authority Board of Directors**

West Valley Mayors and Managers (Alt.)
Cities Association of Santa Clara County:
  Board Representative (Alt.)
  Legislative Action Committee and City Selection Committee (Alt.)
Silicon Valley Clean Energy JPA Board of Directors (Alt.)
West Valley Sanitation District (Alt.)

COUNCILMEMBER BYBEE:
Finance Subcommittee
Legislative Subcommittee

Cities Association of Santa Clara County:
  Board Representative
  Legislative Action Committee
Silicon Valley Animal Control Authority Board (SVACA)

Silicon Valley Clean Energy JPA Board of Directors
Campbell Historical Museum & Ainsley House Foundation Liaison (Alt.)
West Valley Sanitation District (Alt.)

COUNCILMEMBER FURTADO
Advisory Commissioner Appointment Interview Committee

West Valley Clean Water JPA
West Valley Sanitation District
West Valley Solid Waste Authority JPA
Association of Bay Area Governments (ABAG)
Silicon Valley Regional Interoperability Authority (SVRIA)
Santa Clara County Emergency Operational Council (EOAC)**

Silicon Valley Animal Control Authority Board (SVACA) (Alt.)
Valley Transportation Authority Policy Advisory Committee (Alt.)

COUNCILMEMBER SCOZZOLA
Campbell Historical Museum & Ainsley House Foundation Liaison
Friends of the Heritage Theater Liaison
Education Subcommittee

Silicon Valley Clean Energy JPA Board of Directors
Silicon Valley Clean Energy Finance and Legislative Committees
Valley Transportation Authority Policy Advisory Board

Santa Clara Valley Water District: County Water Commission (Alt.)
DCBA Liaison (Alt.)
Santa Clara County Housing and Community Development Advisory Committee (Alt.)
Santa Clara County Library District JPA Board of Directors (Alt.)
Association of Bay Area Governments (Alt.)

****appointed by other agencies**

Kristen Epolite

Prepared by: _____
Kristen Epolite, Deputy City Clerk

MEMORANDUM **City of Campbell**

City Clerk's Office

To: Honorable Mayor and City Council **Date:** 4/15/2024

From: Kristen Epolite, Deputy City Clerk

Subject: **Desk Item – 12 Correspondence**

The attached letter written by Mike Krisman, Director at Large for Campbell Village Neighborhood Association, was received in the Clerk's Office on Monday, April 15, 2024.

Campbell Village Neighborhood Association
[redacted]

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

April 13, 2024

RE: Zoning Change for Starbucks located at 1228 Camden Ave.

We oppose the proposed zoning change from Neighborhood Commercial to General Commercial at 1228 Camden Ave, Starbucks, to allow for drive-through service for several reasons.

Currently, there is a backup of traffic at this location several times a day. With the addition of many new large multiunit housing developments on Bascom Ave and the future development of several hundred units at the Technology Parkway this intersection will be untenable. The conceptual drawing of the location show it can only accommodate 18 vehicles which means any additional vehicles will be blocking traffic, think In-N-Out Burger. Providing drive-through service will only exacerbate an already bad situation and push additional traffic into our neighborhood. No creative traffic designs can overcome the limitations of this property and the curved, two-lane road accessing it.

This unique property is surrounded by Curtner Ave, Camden Ave and Highway 17 and can only be accessed on one side of the property by a two-lane road. Applying the General Commercial Zoning designation to the property provides greater uncertainty for future uses at his location. We currently enjoy the Neighborhood Commercial designation with its' reduced maximum height limit and greater setbacks—and more limited land use allowances, such as a prohibition on drive-through uses, auto repair shops, and nightclubs.

This proposed zoning change adds commercial "value" to the property (streamline permit process, additional allowances, increase height, and additional land use options) at the expense of the quality of life to the **residents of our neighborhood**, Campbell citizens. The current zoning is a reflection of the long collective process with City stakeholders (GPAC) to work through the community's values, interests and needs. This request is an attempt to bypass that process.

Please vote **NO** on the requested zoning change.

MIKE KRISMAN
Director at Large

Campbell Village Neighborhood Executive Board

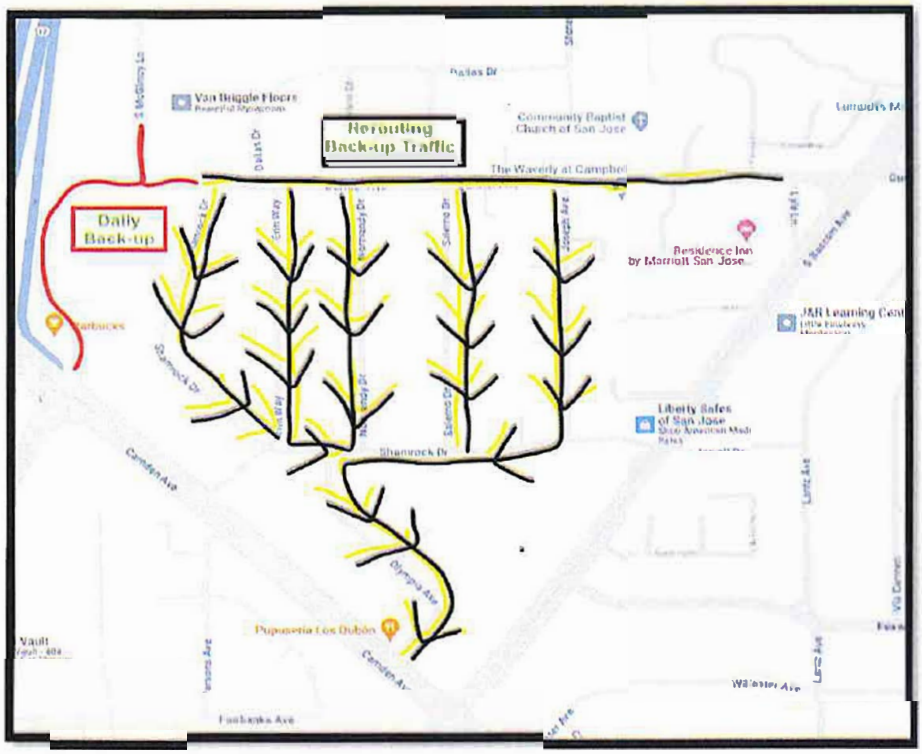
City of Campbell
70 N. First Street
Campbell, CA 95008

April 14, 2024

RE: Zoning Change for Starbucks located at 1228 Camden Ave.

Vote no to rezone Starbucks located at 1228 Camden Ave.

Traffic currently backs up past the Curtner Ave and S McGlincy intersection on a regular basis. Adding a drive-through to a limited residential two-lane road will only add to the current traffic issues. Drivers do and will continue to seek ways around the traffic back-up. This drives traffic into our neighborhood. These drivers speed to make up time and risk the lives of people who live here.



This proposed Zoning change risks the safety of our neighborhood and degrades the quality of life for all those that live in the area.

Vote NO!

Chris Zuber

[redacted]

MEMORANDUM **City of Campbell**

City Clerk's Office

To: Honorable Mayor and City Council **Date:** April 15, 2024

From: Andrea Sanders, City Clerk

Subject: **Desk Item 14 – Revised Police Fees**

The Master Fee Schedule and Comparative Fee Schedule has been revised to remove Arcade and Semi Arcade Permits, Hypnotherapy, and Pool or Billard Permit fees from Police Fees to align with the same categories being removed from business licensing and Community Development Fees.

Attached is the revised Master Fee Schedule for Police Fees (Item 14 attachment B) and the Comparative Master Fee Schedule for Police Fees (Item 14 attachment C.)

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	Report / Recording / Records Fees			
1	Police Report Fee			[a]
	a) Up to ten pages	No charge	per report	[b]
	b) Each Add'l page after first 10 pages	$0.10	per page	
2	CAD Incident Report			[a]
	a) Up to ten pages	No charge		
	b) Each Add'l page after first 10 pages	$0.10	per page	
3	Audio Recording Copy Fees			[a]
	a) Discovery			
	i) CD/DVD	$2	each	
	ii) USB/Flash Drive	$8	each	
	iii) Hourly Rate for Reproduction	$24	per hour	[c]
	b) Dispatch			
	i) CD/DVD	$2	each	
	ii) USB/Flash Drive	$8	each	
	iii) Hourly Rate for Reproduction	$24	per hour	[c]
4	Arrest Log Release	No Charge	per page	[a]
5	Research/Archiving	$24	per hour	[d]
	Vehicle Release / Impound / Repossession Fees			
6	Vehicle Release			
	a) Storage / Impound	$187		
	b) 30 Day Impound	$213		
7	Vehicle Repossession Fee	$15		[e]
	Citation Sign-off Fees			
8	Citation Sign-off			
	a) Campbell Police Department Issued Citation	No charge		
	b) Citation Issued by Other Agency (Non-Campbell PD)	$15		
	DUI Response Cost Recovery			
9	Driving Under the Influence - Cost Recovery (Hourly Rate)			
	a) Community Service Officer (CSO)	$67	per hour	
	b) Police Officer	$125	per hour	
	c) Police Agent	$125	per hour	
	d) Police Sergeant	$163	per hour	

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	False Alarm Response			
10	False Alarm Fee			
	a) Up to three false alarms	$0	each	
	b) 4th - 6th Alarm	$233	each	
	c) 7th - 9th Alarm	$285	each	
	d) 10th Alarm and Each Additional Alarm after 10	$337	each	
	Permit / License Application Review			
11	Block Party Permit	$130		
12	Concealed Weapon Permit			
	a) New	$330	plus DOJ fees	
	b) Renewal	$25	plus DOJ fees	[f]
	c) Psychological Testing	$125	plus DOJ fees	[f]
	d) Modification of Permit	$10	plus DOJ fees	[f]
13	Firearms and Ammunition Sales Permit (Business)			
	a) New	$850		
	b) Renewal	$268		
14	Live Entertainment Permit	$1,374		
15	Massage			
	a) Massage Establishment (Owner Not State Certified)			
	i) New	$920		
	ii) Renewal	$330		
	b) Massage Establishment (Owner State Certified)			
	i) New	$0		[g]
	ii) Renewal	$0		[g]
	c) Massage Therapist / Trainee			
	i) New (State Certified)	$0		[g]
	ii) Renewal (State Certified)	$0		[g]
16	Medical Marijuana Delivery Registration			
	a) New	$2,197		
	b) Renewal	$1,098		
17	Pawnbrokers and Secondhand Dealers			
	a) New	$570		
	b) Renewal	$145		
18	Sexually Oriented Business Permit			
	a) New	$1,368		

City of Campbell
POLICE FEES

	Activity Description	FY 24/25 Fee	Charge Basis	Note
	b) Renewal	$850		
19	Taxicab Owner's License	$964		
20	Tow Car Operator Permit / Tow Truck Driver Certificate			
	a) Tow Car Operator Permit	$2,685		
	b) Tow Truck Driver Certificate			
	i) New	$50		[h]
	ii) Renewal	$12		[h]
21	Used Car Dealer - Retail Only	$280		
	Other			
22	Naturalization VISA Letter	$39		
23	Security Services - Outside Work Assignments			
	a) Reserve Officer	$82	per hour; 2-hr min.	
	b) Officer	$162	per hour; 2-hr min.	
	c) Sergeant	$207	per hour; 2-hr min.	
24	**Firearms Storage**			
	a) Administrative Fee	$254	flat fee	[i],[j]
	b) Daily Storage Fee	$1	per firearm/per day	[i],[j]

Notes

[a] Per Government Code 6253(b) and City Attorney.

[b] No fee for victims of violent crime or domestic violence.

[c] Fee based on rate allowed per Evidence Code Section 1563(b)(1).

[d] Maximum amount allowed per Evidence Code Section 1563(b)(1). Fees apply only to research/archiving pursuant to a subpoena.

[e] Maximum amount allowed per Government Code Section 41612.

[f] Maximum allowed per Penal Code Section 26190.

[g] Fee administered via State certification process.

[h] Maximum amount allowed per Vehicle Code Section 2431.

[i] For firearms taken per restraining order or for safekeeping and as a result of a domestic violence or mental health hold.

[j] Fee payable upon releasing firearm(s) to owner and may be waived (fully or partially) upon administrative approval.

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Report / Recording / Records Fees						
1	Police Report Fee					[a]	
	a) Up to ten pages	No charge	No charge		per report	[b]	N
	b) Each Add'l page after first 10 pages	$0.10	$0.10	$0.00	per page		N
2	CAD Incident Report					[a]	
	a) Up to ten pages	No charge	No charge				N
	b) Each Add'l page after first 10 pages	$0.10	$0.10	$0.00	per page		N
3	Audio Recording Copy Fees					[a]	
	a) Discovery						
	i) CD/DVD	$2	$2	$0	each		N
	ii) USB/Flash Drive	$8	$8	$0	each		N
	iii) Hourly Rate for Reproduction	$24	$24	$0	per hour	[c]	N
	b) Dispatch						
	i) CD/DVD	$2	$2	$0	each		N
	ii) USB/Flash Drive	$8	$8	$0	each		N
	iii) Hourly Rate for Reproduction	$24	$24	$0	per hour	[c]	N
4	Arrest Log Release	No Charge	No Charge		per page	[a]	N
5	Research/Archiving	$24	$24	$0	per hour	[d]	N
	Vehicle Release / Impound / Repossession Fees						
6	Vehicle Release						
	a) Storage / Impound	$180	$187	$7			Y
	b) 30 Day Impound	$205	$213	$8			Y
7	Vehicle Repossession Fee	$15	$15	$0		[e]	N

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
	Citation Sign-off Fees						
8	Citation Sign-off						
	a) Campbell Police Department Issued Citation	No charge	No charge				N
	b) Citation Issued by Other Agency (Non-Campbell PD)	$15	$15	$0			N
	DUI Response Cost Recovery						
9	Driving Under the Influence - Cost Recovery (Hourly Rate)						
	a) Community Service Officer (CSO)	$64	$67	$2	per hour		Y
	b) Police Officer	$121	$125	$4	per hour		Y
	c) Police Agent	$121	$125	$4	per hour		Y
	d) Police Sergeant	$157	$163	$6	per hour		Y
	False Alarm Response						
10	False Alarm Fee						
	a) Up to three false alarms	$0	$0	$0	each		Y
	b) 4th - 6th Alarm	$225	$233	$8	each		Y
	c) 7th - 9th Alarm	$275	$285	$10	each		Y
	d) 10th Alarm and Each Additional Alarm after 10	$325	$337	$12	each		Y
	Permit / License Application Review						
~~11~~	~~Arcade and Semiarcade Permits~~						
	~~a) Arcade~~	~~$820~~	~~$850~~	~~$30~~			~~Y~~
	~~b) Semiarcade~~	~~$685~~	~~$710~~	~~$25~~			~~Y~~
11	Block Party Permit	$125	$130	$5			Y

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
12	Concealed Weapon Permit						
	a) New	$330	$330	$0	plus DOJ fees		N
	b) Renewal	$25	$25	$0	plus DOJ fees	[f]	N
	c) Psychological Testing	$125	$125	$0	plus DOJ fees	[f]	N
	d) Modification of Permit	$10	$10	$0	plus DOJ fees	[f]	N
13	Firearms and Ammunition Sales Permit (Business)						
	a) New	$820	$850	$30			Y
	b) Renewal	$259	$268	$9			Y
~~15~~	~~Hypnotherapy~~	~~$820~~	~~$850~~	~~$30~~			~~Y~~
14	Live Entertainment Permit	$1,325	$1,374	$49			Y
15	Massage						
	a) Massage Establishment (Owner Not State Certified)						
	i) New	$920	$920	$0			N
	ii) Renewal	$330	$330	$0			N
	b) Massage Establishment (Owner State Certified)						
	i) New	$0	$0	$0		[g]	N
	ii) Renewal	$0	$0	$0		[g]	N
	c) Massage Therapist / Trainee						
	i) New (State Certified)	$0	$0	$0		[g]	N
	ii) Renewal (State Certified)	$0	$0	$0		[g]	N
16	Medical Marijuana Delivery Registration						
	a) New	$2,119	$2,197	$78			Y
	b) Renewal	$1,060	$1,098	$39			Y

City of Campbell
POLICE FEES

	Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
17	Pawnbrokers and Secondhand Dealers						
	a) New	$550	$570	$20			Y
	b) Renewal	$140	$145	$5			Y
~~20~~	~~Pool or Billiards Permit~~						
	~~a) Two or More Tables~~	~~$820~~	~~$850~~	~~$30~~			~~Y~~
	~~b) One Table Only~~	~~$65~~	~~$67~~	~~$2~~			~~Y~~
18	Sexually Oriented Business Permit						
	a) New	$1,320	$1,368	$48			Y
	b) Renewal	$820	$850	$30			Y
19	Taxicab Owner's License	$964	$964	$0			N
20	Tow Car Operator Permit / Tow Truck Driver Certificate						
	a) Tow Car Operator Permit	$2,590	$2,685	$95			Y
	b) Tow Truck Driver Certificate						
	i) New	$50	$50	$0		[h]	N
	ii) Renewal	$12	$12	$0		[h]	N
21	Used Car Dealer - Retail Only	$270	$280	$10			Y
	Other						
22	Naturalization VISA Letter	$38	$39	$1			Y
23	Security Services - Outside Work Assignments						
	a) Reserve Officer	$79	$82	$3	per hour; 2-hr min.		Y
	b) Officer	$156	$162	$6	per hour; 2-hr min.		Y
	c) Sergeant	$200	$207	$7	per hour; 2-hr min.		Y

City of Campbell
POLICE FEES

Activity Description	FY 23/24 Fee	FY 24/25 Fee	Increase / (Decrease)	Charge Basis	Note	CPI Adjust
24 **Firearms Storage**						
a) Administrative Fee	$245	$254	$9	flat fee	[i],[j]	Y
b) Daily Storage Fee	$1	$1	$0	per firearm/per day	[i],[j]	Y

Notes:

[a] Per Government Code 6253(b) and City Attorney.

[b] No fee for victims of violent crime or domestic violence.

[c] Fee based on rate allowed per Evidence Code Section 1563(b)(1).

[d] Maximum amount allowed per Evidence Code Section 1563(b)(1). Fees apply only to research/archiving pursuant to a subpoena.

[e] Maximum amount allowed per Government Code Section 41612.

[f] Maximum allowed per Penal Code Section 26190.

[g] Fee administered via State certification process.

[h] Maximum amount allowed per Vehicle Code Section 2431.

[i] For firearms taken per restraining order or for safekeeping and as a result of a domestic violence or mental health hold.

[j] Fee payable upon releasing firearm(s) to owner and may be waived (fully or partially) upon administrative approval.